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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA and PEOPLE OF THE STATE OF CALIFORNIA ex rel. CALIFORNIA STATE WATER RESOURCES CONTROL BOARD and CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SAN FRANCISCO BAY REGION, Plaintiffs, SAN FRANCISCO BAYKEEPER and OUR CHILDREN'S EARTH FOUNDATION, Intervenor-Plaintiffs, v. EAST BAY MUNICIPAL UTILITY DISTRICT, Defendant.	Consolidated Case Nos. C 09-00186-RS and C 09-05684-RS FINAL CONSENT DECREE
UNITED STATES OF AMERICA and PEOPLE OF THE STATE OF CALIFORNIA ex rel. CALIFORNIA STATE WATER RESOURCES CONTROL BOARD and CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SAN FRANCISCO BAY REGION, Plaintiffs,	

SAN FRANCISCO BAYKEEPER, Intervenor-Plaintiff, v. CITY OF ALAMEDA, et. al, Defendants.	

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WHEREAS:

A. On January 15, 2009, Plaintiff United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("EPA"), and Plaintiff People of the State of California ex rel. California State Water Resources Control Board ("State Water Board") and California Regional Water Quality Control Board, San Francisco Bay Region ("Regional Water Board" and, with the State Water Board, the "Water Boards") filed a Complaint against the Defendant East Bay Municipal Utility District ("EBMUD") pursuant to Section 309 of the Clean Water Act ("CWA"), 33 U.S.C. § 1319, and Cal. Water Code Sections 13376, 13385 and 13386 ("EBMUD Complaint"). The case was assigned the Civil No. 09-00186 ("EBMUD Litigation").

B. The EBMUD Complaint alleges that EBMUD has discharged pollutants without a permit in violation of CWA Section 301(a), 33 U.S.C. § 1311(a), and Cal. Water Code Section 13376, and has discharged pollutants in violation of the terms and conditions of its National Pollutant Discharge Elimination System ("NPDES") Permits. The Complaint further alleges that EBMUD would not be able to comply with its next NPDES Permit, which was proposed on November 14, 2008, and issued on January 14, 2009.

C. On March 4, 2009, the Court granted the Motion to Intervene of both San Francisco Baykeeper and Our Children's Earth Foundation (together, "Intervenors") in the EBMUD Litigation.

D. EBMUD receives wastewater from seven East Bay wastewater collection agencies, including City of Alameda, City of Albany, City of Berkeley, City of Emeryville, City of Oakland, City of Piedmont, and the Stege Sanitary District (collectively "Satellites"), with a total population of approximately 650,000. Each Satellite owns and operates its own wastewater collection system, which delivers wastewater to EBMUD's Interceptor System. The Interceptor System transports wastewater to EBMUD's year-round main

wastewater treatment plant near the eastern anchorage of the Bay Bridge ("MWWTP"). During wet weather, EBMUD at times discharges wastewater from three wet weather facilities, located at 5597 Oakport Street, Oakland; 2755 Point Isabel Street, Richmond; and 225 5th Avenue, Oakland (collectively the "WWFs"). The Satellites' and EBMUD's connected wastewater conveyance systems shall be referred to collectively as the "Regional Wastewater Collection and Transmission System."

E. The WWFs were built pursuant to EPA's June 18, 1986, letter to the Regional Water Board, determining that wet weather overflows from EBMUD's Interceptor System were subject to Best Conventional Pollution Control Technology and Best Available Technology Economically Achievable (collectively, "Best Technology") under CWA § 301(b)(1)(C) and § 301(b)(2), and San Francisco Bay Water Quality Control Plan water quality standards, based on the conclusion that the WWFs functioned like combined sewers. Extensive studies performed under the oversight of the regulators reached the consensus conclusion that Best Technology included the WWFs. Therefore, starting in 1987, based on regulatory guidance from EPA and the Regional Water Board, EBMUD built the WWFs at a cost of hundreds of millions of dollars. The WWFs – completed in 1990, 1994 and 1996 – provide treatment in the form of solids removal and disinfection, but do not provide secondary treatment before discharge to the San Francisco Bay. On September 7, 2004, EPA described the conclusion in its June 18, 1986 letter that the WWFs functioned as combined sewers as error. It concluded that, because the Regional Wastewater Collection and Transmission System is in fact separate from the stormwater sewer system, the WWFs are publicly owned treatment works ("POTW") and their discharges require secondary treatment. Defendants do not agree with these conclusions.

F. Discharges from the WWFs were permitted until EBMUD's newest permit became effective on January 14, 2009. On its own motion, the State Water Board reviewed a September 2005 permit issued by the Regional Water Board which continued to allow discharges from the WWFs. The State Water Board found that EBMUD constructed the

WWFs "in reliance on" EPA's 1986 letter. The State Water Board concluded that the WWFs are POTWs and concurred with EPA's 2004 assertion that the conclusions of the 1986 letter were erroneous. It further concluded that the permit was inconsistent with the mandates of the CWA and its implementing regulations because it allowed WWF Discharges without secondary treatment and failed to ensure compliance with applicable water quality standards. The State Water Board expressed concern that the WWF Discharges do not meet treatment levels that are adequate to protect water quality and meet CWA requirements. The State Water Board stated that: (1) the WWFs are located in a highly urbanized area, and discharges from the facilities, though intermittent, have been of appreciable quantity and frequency; (2) the WWFs discharge to receiving waters used extensively for both contact and non-contact water recreation; and (3) two of the WWFs discharge to receiving waters that are beneficially used for shellfish harvesting. The State Water Board remanded the permit to the Regional Water Board for revision consistent with its decision. Thereafter, the Regional Water Board issued an amended permit prohibiting discharges from the WWFs and adopted a Cease and Desist Order ("CDO") with requirements and time schedules for EBMUD to cease discharging from the WWFs.

G. The Satellites also worked under CDOs issued by the Regional Water Board to reduce Inflow and Infiltration coming into their systems by making capital expenditures and plans to rehabilitate their systems from 1986 forward, spending upwards of $335 million collectively, and reducing Inflow and Infiltration reaching the EBMUD Interceptor System by 29% prior to 2007.

H. Inflow and Infiltration of stormwater into the Collection Systems and Sewer Laterals during severe wet weather events – via cross-connections, cracks and other imperfections in system pipes, joints and manholes – can lead to a greater-than-10-fold increase in the volume of wastewater that reaches EBMUD's Interceptor System. During such severe wet weather events, partially treated discharges from the WWFs sometimes

occur. Such discharges were prohibited after January 14, 2009.

I. On July 22, 2009, this Court entered a Stipulated Order ("EBMUD SO") in the EBMUD Litigation requiring EBMUD to take certain interim steps to address the alleged violations in the EBMUD Complaint. EBMUD has been performing the work required under the Stipulated Order since that time.

J. Reduction of Inflow and Infiltration requires the active participation of the Satellites. On December 3, 2009, the United States, on behalf of EPA, filed a Complaint against the Satellites pursuant to Section 309 of the CWA, 33 U.S.C. § 1319, in *United States, et al. v. City of Alameda, et al.*, No. C 09-05684 RS ("Satellite Litigation").

K. The Complaint filed in the Satellite Litigation alleged that the Satellites have discharged pollutants without a permit in violation of CWA Section 301(a), 33 U.S.C. § 1311(a), and have discharged pollutants in violation of the terms and conditions of their NPDES Permits. The Complaint joined the State of California to this action pursuant to Section 309(e) of the CWA, 33 U.S.C. § 1319(e).

L. On January 22, 2010, the Court granted the motion to intervene by San Francisco Baykeeper ("Baykeeper"), and ordered Baykeeper to file its Complaint in Intervention forthwith. Defendants filed a challenge in opposition to Baykeeper's motion for intervention, but on August 26, 2010, Baykeeper filed a stipulation on behalf of itself and the Satellites acknowledging Baykeeper's status as Intervenor. On August 27, 2010, the Court entered an Order granting the relief requested in the stipulation.

M. On March 15, 2011, the United States, on behalf of EPA, filed a First Amended Complaint ("Amended Satellite Complaint"). In the Amended Satellite Complaint, the People of the State of California ex rel. Water Boards, realigned as a Plaintiff and added State law claims to the Complaint against the Satellites pursuant to California Water Code Sections 13376, 13385 and 13386.

N. In the Amended Satellite Complaint, the United States and the Water Boards allege that Sanitary Sewer Overflows ("SSOs") from the Collection System of each Satellite had

occurred in violation of the terms and conditions of the NPDES permits regulating discharges from the Collection Systems, and in violation of the Clean Water Act. The United States and the Water Boards also allege that each Satellite violated the terms and conditions of its NPDES permit regulating discharges from its Collection System by operating and maintaining its Collection System in such a manner that the Collection System causes or contributes to discharges from the WWFs; the Satellites disagree.

O. On September 6, 2011, this Court entered a Stipulated Order ("Satellites SO") in the Satellite Litigation requiring the Satellites to take certain interim steps to address the alleged violations in the Amended Satellite Complaint. The Satellites have been performing work required under the Stipulated Order since that time.

P. Since approximately 2004, as part of administrative enforcement actions taken by the Regional Water Board, EBMUD has paid the Regional Water Board roughly $541,851 in penalties for some of its violations, including effluent limit exceedances and SSOs.

Q. In 2011, as part of an administrative enforcement action taken by the Regional Water Board, Oakland paid the Regional Water Board $280,000 in penalties for some of its SSOs.

R. On May 20, 2013, the Court consolidated the EBMUD Litigation and the Satellite Litigation.

S. The Work required by this Consent Decree represents a comprehensive regional asset management approach by eight different agencies and is based on complex and evolving hydrologic and hydraulic modeling. The term of this Consent Decree, including the ultimate compliance deadline for eliminating discharges from the last WWF by the end of 2035 (as demonstrated by the Final Compliance WWF Output Test in 2036), represents the Parties' mutual understanding regarding an achievable timeline based on current information.

T. Under this Consent Decree, EBMUD will implement an Urban Runoff Diversion Project (Section XVII) to offset harm from the WWF Discharges that may continue to occur

until the Defendants meet the final compliance deadline. The Urban Runoff Diversion Project serves as mitigation, and is one of the reasons Plaintiffs have agreed to the ultimate deadline for eliminating discharges from the last WWF.

U. Defendants do not admit any liability to Plaintiffs or to Intervenors for the transactions or occurrences alleged in the Complaints. Defendants are operating under NPDES permits from the Regional Water Board, some of the terms of which they contest in proceedings pending before the State Water Board. Such proceedings are being held in abeyance by the State Water Board and will be dismissed, along with petitions filed by Intervenors, within 90 Days after the Effective Date of this Consent Decree pursuant to Section XXIV of this Decree (Effect of Settlement/Reservation of Rights). Nothing in this Consent Decree modifies or affects the rights of third parties or property owners, or the defenses available to Defendants, with respect to damages to private property allegedly caused by SSOs.

V. The Parties desire to avoid further litigation and to work cooperatively on issues relating to SSOs and wet weather flows. The Parties now wish to implement a final remedy to address the alleged violations.

W. To comply with the provisions of this Consent Decree, Defendants are obligated to perform Work. To pay for their share of the Work needed to comply with a valid federal court order entered for the purpose of facilitating compliance with the Clean Water Act, Defendants intend to rely on funds generated through levying taxes, fees and/or assessments.

X. The Parties recognize, and the Court by entering this Consent Decree finds, that (1) this Consent Decree has been negotiated by the Parties in good faith and will resolve the claims stated in the Complaints, and (2) this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. For purposes of enforcement of this Consent Decree only, Defendants agree that this Court has jurisdiction over the subject matter of the consolidated actions pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and 1367, Sections 309(b) and 505(b)(1)(B) of the CWA, 33 U.S.C. §§ 1319(b), 1365(b)(1)(B), and Sections 13376, 13385 and 13386 of the California Water Code; and the Court has jurisdiction over the Parties. Venue lies in this District pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and 1395(b), because this is the District in which Defendants are located. For purposes of enforcement of this Consent Decree only, Defendants agree that the Complaints state claims upon which relief may be granted pursuant to the CWA and the California Water Code.
2. Notice of the commencement of the consolidated actions was provided to the Regional Water Board pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b).

II. APPLICABILITY

3. The provisions of this Consent Decree shall apply to and be binding upon the Parties and any successors, assignees, transferees, purchasers, or other entities or persons otherwise bound by law.
4. Each Defendant shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Consent Decree. Defendants may comply with the preceding sentence by providing a link to a website. In any contract any Defendant enters into for the performance of any of the Work, the Defendant shall require the contractor to perform the Work in compliance with the terms of this Consent Decree.
5. In any action to enforce this Consent Decree, no Defendant shall raise as a defense the failure by any of its officers, directors, employees, contractors, or agents to perform the Work.
6. Each Defendant shall provide a copy of this Consent Decree to any successor in interest at least 30 Days prior to transfer of that interest, and simultaneously shall verify in writing to

Plaintiffs that such notice has been given. Absent agreement of the Parties or order of the Court, any sale or transfer of a Defendant's interests in, or operating role with respect to, the Regional Wastewater Collection and Transmission System shall not in any manner relieve that Defendant of its responsibilities for meeting the terms and conditions of this Consent Decree.

III. OBJECTIVES

7. The express purpose of the Parties entering into this Consent Decree is for Defendants to take all necessary measures, consistent with the objectives of the CWA as set forth in Section 101 of the Act, 33 U.S.C. § 1251, and with the objectives of the Porter-Cologne Water Quality Control Act as set forth at California Water Code Sections 13000, 13001, 13370, and 13372 ("Porter-Cologne Act"), to achieve compliance at the completion of the Work with the CWA and Porter-Cologne Act, the regulations promulgated thereunder, and NPDES Nos. CA0038440, CA0038474, CA0038471, CA0038466, CA0038792, CA0038512, CA0038504, and CA0038482. The actions set forth herein are in furtherance of the goals of eliminating discharges from the WWFs and of eliminating SSOs. All plans, reports, construction, remedial maintenance, and other obligations in this Consent Decree, and under any amendment to this Consent Decree, shall have the objective of ensuring that the Defendants comply with the CWA and the Porter-Cologne Act, all applicable federal and State regulations, and the terms and conditions of NPDES Permit Nos. CA0038440, CA0038474, CA0038471, CA0038466, CA0038792, CA0038512, CA0038504, and CA0038482.

IV. DEFINITIONS

8. Unless otherwise defined herein, terms used in this Consent Decree shall have the meaning given to those terms in the CWA, 33 U.S.C. §§ 1251 et seq., and the regulations promulgated thereunder. Whenever terms set forth below are used in this Consent Decree, the following definitions shall apply:

"Acute Defect" shall mean a failure in a sewer pipe in need of an urgent response to address an imminent risk of an SSO.

"Amended Satellite Complaint" shall mean the complaint filed by the United States in the Satellite Litigation on March 15, 2011, as amended to realign the Water Boards as a Plaintiff and to add State law claims.

"Asset Management Implementation Plan," or "AMIP," shall mean the plan describing a Satellite's schedules and protocols for inspection, maintenance and Repair and Rehabilitation of its Collection System submitted by a Satellite and approved by EPA under Sections VI through XIII of the Satellite SO, and any amendments to such plans as are approved by EPA, after consultation with the Regional Water Board, under Section XIX of this Consent Decree (Review and Approval of Deliverables).

"Baseline WWF Output" shall mean the volume of discharge for each WWF as predicted for the December 5, 1952 Storm by the Flow Model, as calibrated using flow monitoring data from the 2009-2010 and 2010-2011 Wet Seasons.

"Baykeeper" shall mean San Francisco Baykeeper.

"Building/Private Property Backup" shall mean a Sanitary Sewer Overflow in the form of wastewater release or backup into a building or onto private property that is caused by blockages, flow conditions, or other malfunctions in the Regional Wastewater Collection and Transmission System. A wastewater backup or release that is caused by blockages, flow conditions, or other malfunctions of a private Sewer Lateral is not a Building/Private Property Backup for purposes of this Decree.

"Calendar Year" shall mean the period starting January 1st through the ensuing December 31st.

"Capital Improvement Plan" shall mean a plan adopted by a Defendant for financing and constructing public improvements.

"Cleanout" shall mean a pipefitting and associated piping connected to a Sewer Lateral that provides access to the Sewer Lateral for purposes of flushing, rodding, cleaning, and other maintenance and diagnostic purposes.

"Collection System" shall mean all parts of the wastewater collection system owned or operated by a Satellite that are intended to convey domestic or industrial wastewater to EBMUD's Interceptor System and the MWWTP, including, without limitation, Sewer Mains, pipes, Pump Stations, lift stations, Maintenance Holes, Force Mains, siphons and appurtenances to each of the above.

"Complaints" shall mean the EBMUD Complaint, as amended, the EBMUD Complaint in Intervention, the Amended Satellite Complaint, and the Satellite Complaint in Intervention.

"Compliance Certificate" shall mean a document issued by EBMUD under the Amended Regional Ordinance, or under the Regional Ordinance as it existed prior to amendment – or by a Satellite under its respective Local Ordinance – certifying that the Sewer Lateral in question is in compliance with the applicable standards.

"Condition Assessment Plan" shall mean a written plan (including a schedule) for testing to assess the condition of Upper Sewer Laterals where Upper Sewer Laterals exceeding 1,000 feet in total combined length are present at any parcel of real property or group of two or more contiguous or directly adjacent parcels of real property under common ownership.

"Consent Decree" shall mean this Final Consent Decree, including all appendices hereto and any modifications hereto adopted pursuant to this Consent Decree.

"Corrective Action Plan" shall mean a written plan describing the type, quantity and schedule of work needed to bring into compliance all Upper Sewer Laterals, and where required by Local Ordinance, Lower Sewer Laterals assessed under a Condition Assessment Plan and found to be out of compliance with any applicable Regional Ordinance or Local Ordinance provision.

"Current WWF Output" shall mean the volume of discharge for each WWF as predicted for the December 5, 1952 Storm by the Flow Model, as calibrated at the time in question.

"CWA" shall mean the Clean Water Act, 33 U.S.C. §§ 1251 et seq.

"Day," regardless of whether it is capitalized, shall mean a calendar day unless expressly stated to be a working day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day. Wherever this Consent Decree requires an act to be performed by a specified date (e.g., by December 31, 2011 or by August 31st of each year), and the date falls on a Saturday, Sunday, or federal or State holiday, the time for performing the act shall be extended until the close of business of the next working day.

"Defendants" shall mean the East Bay Municipal Utility District, the Cities of Alameda, Albany, Berkeley, Emeryville, Oakland and Piedmont, and the Stege Sanitary District.

"Deliverable" shall mean any written report or other document required to be submitted to EPA for review and comment, or for review and approval in consultation with the Regional Water Board, pursuant to this Consent Decree, including but not limited to the EBMUD Technical Memorandum regarding the East Bay December 5, 1952 Storm Rainfall Definition dated February 4, 2014.

"December 5, 1952 Storm" shall mean the simulated rainfall event described in the EBMUD Technical Memorandum regarding the East Bay December 5, 1952 Storm Rainfall Definition dated February 4, 2014.

"EBMUD" shall mean East Bay Municipal Utility District.

"EBMUD Complaint" shall mean the complaint filed on January 15, 2009, in the EBMUD Litigation.

"EBMUD Complaint in Intervention" means the complaint filed by Baykeeper and Our Children's Earth Foundation on March 4, 2009 in the EBMUD Litigation.

"EBMUD Litigation" shall mean *United States, et al. v. East Bay Municipal Utility District*, Case No. 3:09-cv-0186-RS (N.D. Cal.)

"EBMUD SO" shall mean the Stipulated Order entered in the EBMUD Litigation by the Court on July 22, 2009, requiring EBMUD to take certain actions with regard to the Regional Wastewater Collection and Transmission System.

"EBMUD's Interceptor System" shall mean all transmission systems, including all pipes, interceptors, Force Mains, Gravity Sewer Lines, lift stations, Pump Stations, Maintenance Holes, siphons and appurtenances thereto, that are owned or operated by EBMUD.

"Effective Date" is that date established in Section XXVII of this Consent Decree.

"Effective RWP" shall mean an RWP ("Revised Work Plan") that revises the Work program to meet the performance benchmarks set forth in Paragraph 133.2 for the second Mid-Course Check-In WWF Output Test, if it has not yet occurred, and the Final Compliance WWF Output Test. The determination of whether an RWP is an Effective RWP shall be undertaken in light of the Objectives of this Consent Decree, the CWA and the Porter-Cologne Act, the regulations promulgated thereunder, and all relevant EPA and Water Board guidance (including, without limitation, any then-effective affordability guidance), and plans and policies issued pursuant to the Acts and their implementing regulations. Consideration of whether an RWP is an Effective RWP will include, among other things, consideration of any information presented by Defendants on whether infrastructure investments are cost-effective over their life cycle, are resource efficient, and are consistent with community sustainability goals.

"EPA" shall mean the United States Environmental Protection Agency.

"Fiscal Year" shall mean the year running from July 1st through the ensuing June 30th.

"Flow Model" shall mean the hydrologic and hydraulic model (described in Chapter 3 of the FMLR and updated from time to time) that (a) takes inputs relating to weather conditions (such as the December 5, 1952 Storm) and EBMUD's Interceptor System operating parameters, and (b) predicts flows in the Regional Wastewater Collection and Transmission System and at the MWWTP and WWFs. The Flow Model shall be maintained, improved as appropriate, and annually re-calibrated pursuant to the "Flow Model Calibration" paragraphs of the "EBMUD WORK" Section of this Decree by EBMUD.

"FMLR" shall mean the September 2012 Revised Final Flow Modeling and Limits Report EBMUD submitted to Plaintiffs on September 7, 2012 pursuant to the EBMUD SO.

"FOG" shall mean fats, oils and grease.

"Force Main" shall mean any pipe that receives and conveys, under pressure, wastewater from the discharge side of a pump.

"Gravity Sewer Line" shall mean a pipe that receives, contains and conveys wastewater not normally under pressure, but is intended to flow unassisted under the influence of gravity.

"High Priority Source" shall mean a source of Inflow or Rapid Infiltration identified through EBMUD's RTSP the elimination of which is necessary based on the Flow Model, either alone or in combination with other sources of Inflow or Rapid Infiltration, to ensure that the Defendants satisfy the Mid-Course Check-In WWF Output Tests and eliminate the WWF Discharges by the compliance deadlines as specified in Paragraph 16 of this Consent Decree. EBMUD shall make the determination as to whether a source of Inflow or Rapid Infiltration is a High Priority Source for the Satellites, except for Oakland. Oakland shall make the determination in its jurisdiction as to whether a source of Inflow or Rapid Infiltration is a High Priority Source. High Priority Sources shall consist of three categories:

"Linear High Priority Source" shall mean a High Priority Source, the elimination of which requires Sewer Main Rehabilitation or Repair.

"Non-Linear High Priority Source" shall mean a High Priority Source in the Collection System, or connections to the Collection System of storm sewers, streams, or other similar sources, the elimination of which requires Work other than Sewer Main Rehabilitation or Repair.

"Private High Priority Source" shall mean a High Priority Source not in the Collection System including, but not limited to, an illicit connection.

"Infiltration" shall mean water other than wastewater that enters a sewer system during wet weather conditions from the ground through such means as defective pipes, pipe joints, connections, or Maintenance Holes.

"Inflow" shall mean water other than wastewater that enters a sewer system during wet weather conditions from illicit or unpermitted sources other than Infiltration, such as, but not limited to, roof leaders, foundation drains, yard drains, area drains, drains from springs and swampy areas, Maintenance Hole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm water, surface runoff, street wash waters, or drainage.

"Inflow and Infiltration" or "I&I" shall mean all water from both Infiltration and Inflow without distinguishing the source.

"Intervenors" shall mean San Francisco Baykeeper and Our Children's Earth Foundation.

"Local Ordinance" shall mean a Sewer Lateral ordinance enacted by a Satellite that is similar to the Amended Regional Ordinance. A Local Ordinance shall be designed to work in conjunction with the Amended Regional Ordinance or, if a Satellite is not a Regional Sewer Lateral Program Participant, independently from it. A Local Ordinance enacted by a Regional Sewer Lateral Program Non-Participant must be no less stringent than the Amended Regional Ordinance.

"Lower Sewer Lateral" or "Lower Lateral" shall mean the portion of the Sewer Lateral extending from the property line or the Cleanout near the curb to the Sewer Main. The Lower Sewer Lateral includes the connection to the Sewer Main.

"Maintenance Hole" or "Manhole" shall mean any appurtenance or structure that allows direct access to a Sewer Main or Interceptor.

"MS4 Permit" shall mean the Municipal Regional Stormwater NPDES Permit (NPDES Permit No. CAS612008), issued by the Regional Water Board on October 14, 2009 as Final Order R2-2009-0074, and amended by Order No. R2-2011-0083 on November 28, 2011.

"MWWTP" shall mean the municipal wastewater treatment plant located at 2020 Wake Avenue, Oakland, California, owned and operated by EBMUD, and permitted under NPDES Permit No. CA0037702. The MWWTP includes all components of such wastewater treatment plant.

"NPDES Permits" shall mean those permits issued to Defendants bearing NPDES Permit Nos. CA0038440, CA0038474, CA0038471, CA0038466, CA0038792, CA0038512, CA0038504, and CA0038482.

"Output Ratio" shall mean the ratio of a WWF's Current WWF Output to its Baseline WWF Output, expressed as a percentage.

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

"Parties" shall mean the United States, the State Water Board, the Regional Water Board, Our Children's Earth Foundation, Baykeeper, EBMUD and each of the Satellites.

"Performance Evaluation Plan" or "PEP" shall mean a plan prepared by Defendants for investigation and identification of appropriate corrective measures in the event the results of any Mid-Course Check-in WWF Output Test show that the Work is not meeting this Consent Decree's Objectives – as more specifically explained in Section XVI

(WWF Output Tests) – to eliminate discharges during a December 5, 1952 Storm from any WWF(s) by the compliance deadline(s) prescribed by this Consent Decree.

a. The PEP shall include processes that require the sharing of data among EBMUD and the Satellites. The PEP shall explain what data will be collected and how it will be used to design changes to the Work to eliminate discharges during a December 5, 1952 Storm from each WWF by the date prescribed by this Decree. The PEP shall not presuppose any particular approach to meeting the prescribed compliance deadline for any WWF.

b. The PEP shall include a separate data-collection plan for each WWF, and each separate data-collection plan shall identify the specific locations of data-collection devices and explain how the locations were chosen to provide sufficient and representative data regarding the portions of the Collection Systems that influence discharges from the WWF in question.

c. The PEP shall include procedures for calibration, maintenance and repair of flow-monitoring devices (flow-monitoring devices shall include flow monitors or other alternative devices, data recording equipment, and any other ancillary equipment needed for measurement and recording of flow data).

d. The PEP shall include procedures for monitoring rainfall totals, duration and intensity as a function of time.

e. The PEP shall include (i) the number and location of existing and/or proposed rainfall-measuring equipment sufficient for adjusting the radar rainfall data, (ii) a recommended schedule for calibration, maintenance and interrogation of rainfall-measuring equipment that is owned or controlled by a Defendant, and (iii) a paragraph explaining how Defendants will determine that rainfall measuring equipment not owned or controlled by a Defendant is adequately calibrated, maintained and interrogated.

f. The PEP shall identify places in the Regional Wastewater Collection and Transmission System where Defendants propose to maintain flow monitors for the WWF in question.

g. The PEP shall describe the flow monitoring devices or alternative devices intended to be employed in the flow monitoring program including, but not limited to, providing information on accuracy, reliability, and durability of the proposed monitoring technology.

h. The PEP shall document the level of accuracy expected of the metering or alternative equipment based upon manufacturer's data, and describe potential physical and hydraulic conditions that may limit the in-situ flow monitoring accuracy or repeatability.

i. The PEP shall include a quality assurance/quality control element to identify procedures designed to maximize the level of accuracy achieved.

j. The PEP shall include information as to the inventory of monitors or other devices (and ancillary equipment) needed to implement the flow monitoring program (including spare parts).

k. The PEP shall include a flow monitor (or alternative device) installation schedule that shall provide for the completion of installation of flow monitoring or alternative devices by December 1 of the Calendar Year in which a Mid-Course Check-In WWF Output Test (pursuant to Section XVI(A)) is performed.

"Plaintiffs" shall mean the United States and the People of the State of California ex rel. State Water Board and the Regional Water Board. The Water Boards are the only State entities that are parties to this Consent Decree. Nothing in this Consent Decree shall be construed to bind other State entities not a party to this Consent Decree.

"Public Entity" shall mean: (1) any city or county; (2) any special district or agency of the State formed pursuant to general law or special act for the local or regional performance of governmental or proprietary functions within limited boundaries; (3) any agency or entity created pursuant to the Joint Exercise of Powers Act (Cal. Gov. Code §

6500, et seq.); (4) a school district or a community college district; (5) the University of California; (6) the California State University; (7) an air pollution control district or an air quality maintenance district; (8) a housing authority; and (9) any other entity with the capacity to own real property created by any of the above.

"Pump Station Reliability Plan" shall mean a report submitted by a Defendant as part of its Work relating to reliability of a Pump Station(s).

"Pump Station" shall mean facilities comprised of pumps that lift wastewater to a higher hydraulic grade line, including all related electrical, mechanical, and structural systems necessary to the operation of that pump station.

"Rapid Infiltration" shall mean Infiltration that is heavily influenced by rainfall and enters the sewer very quickly during storm events. Rapid Infiltration may appear similar to Inflow on a hydrograph.

"Regional Ordinance" shall mean EBMUD's Regional Private Sewer Lateral Ordinance, EBMUD Ordinance No. 359-13, as may be amended from time to time.

"Regional Sewer Lateral Program" shall mean the program authorized by the Regional Ordinance under which EBMUD certifies Sewer Laterals within the jurisdictions of Regional Sewer Lateral Program Participants when certification is required under the Regional Ordinance, after the property owner completes all Repair or Rehabilitation needed to ensure the Sewer Laterals meet the performance standards in the Regional Ordinance and the Local Ordinance enacted by the relevant Regional Sewer Lateral Program Participant, and after the Sewer Laterals pass a verification test witnessed by EBMUD.

"Regional Sewer Lateral Program Participant" shall mean a Satellite that has provided consent for EBMUD to implement the Regional Sewer Lateral Program in its jurisdiction.

"Regional Sewer Lateral Program Non-Participant" shall mean a Satellite that has not provided consent for EBMUD to implement the Regional Sewer Lateral Program in

its jurisdiction and has retained responsibility for all aspects of implementing a Sewer Lateral program.

"Regional Standards" shall mean a collection of details, specifications, and practices, to be developed by Defendants, prescribing how the Work on Sewer Mains, Manholes, and Sewer Laterals is to be performed so as to optimize the I&I reductions resulting from the Work.

"Regional Wastewater Collection and Transmission System" shall mean the entire system that includes: (1) the Collection Systems; and (2) EBMUD's Interceptor System.

"Regional Water Board" shall mean the California Regional Water Quality Control Board, San Francisco Bay Region.

"Rehabilitation" or "Rehabilitate" shall mean:

a. For Sewer Mains: the complete renewal or reconstruction of a Sewer Main from node to node, including Maintenance Holes;

b. For Sewer Laterals: the complete replacement or lining of an Upper Sewer Lateral, or, where required by Local Ordinance as a prerequisite of obtaining a Compliance Certificate, of the Upper Sewer Lateral and Lower Sewer Lateral;

c. For Lower Laterals: the complete replacement or lining of the Lower Lateral.

"Repair" shall mean:

a. For Sewer Mains: the Work of fixing a portion of a Sewer Main that does not result in Rehabilitation of the Sewer Main;

b. For Sewer Laterals: the Work of fixing a portion of the Sewer Lateral that does not result in Rehabilitation of the Upper Sewer Lateral, or, where required by Local Ordinance as a prerequisite of obtaining a Compliance Certificate, of the Upper Sewer Lateral and Lower Sewer Lateral.

"Revised Work Plan" or "RWP" shall mean a document prepared by a Defendant or Defendants after two complete Wet Seasons of PEP implementation, presenting the data

gathered as a result of the implementation of a PEP, and prescribing revisions or additions to the Work both to meet the performance benchmarks set forth in Paragraph 133.2 for the second Mid-Course Check-in WWF Output Test, if it has not yet occurred, and to eliminate discharges during a December 5, 1952 Storm from one or more WWFs by the dates prescribed by this Decree. The development of the RWP shall not presuppose any particular approach to meeting the prescribed compliance Output Ratio or deadline for any WWF.

a. The RWP shall summarize the data developed during the implementation of the PEP. This shall include identifying any data gaps and discussing both (i) whether such gaps are significant and (ii) appropriate methods to address significant gaps.

b. The RWP shall include a description of the modeling methodology and key assumptions used.

c. The RWP shall propose revisions or additions – in light of the PEP results – to the Work both to meet the performance benchmarks set forth in Paragraph 133.2 for the second Mid-Course Check-in WWF Output Test, if it has not yet occurred, and to eliminate discharges during a December 5, 1952 Storm from the WWFs by the dates prescribed by this Decree. The RWP shall explain the bases for its conclusion that the prescribed Output Ratios and compliance deadlines will be met and shall contain the information, including modeling and data, supporting that conclusion. The RWP shall discuss all other alternatives analyzed and rejected and shall explain the reasons for such rejections including, without limitation, the relative cost-effectiveness of such alternatives and the proposed revisions or additions to the Work. The RWP shall contain the information, including modeling and data, supporting the proposed revisions or additions to the Work and the proposed rejection of all other alternatives analyzed. The RWP may also contain any other information the Defendant(s) wish Plaintiffs to consider during their evaluation of the RWP, including information regarding the degree to which the proposed infrastructure investments are cost-effective over their life cycle, are resource efficient, and are consistent with community sustainability goals.

d. In describing the proposed revisions or additions to the Work, the RWP shall specify the tasks that must be performed, which Defendant is required to perform each task, the schedule for the performance of the tasks, and a proposal for any additional stipulated penalties that may be necessary to ensure timely and effective performance of the proposed revisions or additions to the Work. A RWP may include a proposed allocation of the cost of the revised Work among the Defendants.

"Sanitary Sewer Overflow" or "SSO" shall mean: (i) for the Satellites, any overflow, spill, or release of wastewater from a Collection System; and (ii) for EBMUD, any overflow, spill, or release of wastewater from EBMUD's Interceptor System.

"Satellite" shall mean each city or district that owns or operates a Collection System from which EBMUD's Interceptor System receives wastewater. As of the Effective Date, the Satellites are the cities of Alameda, Albany, Berkeley, Emeryville, Oakland and Piedmont, and the Stege Sanitary District.

"Satellite Complaint in Intervention" means the complaint filed by Baykeeper in the Satellite Litigation on January 28, 2010.

"Satellite Litigation" shall mean *United States, et al. v. City of Alameda, et al.*, Case No. 3:09-cv-05684-RS (N.D. Cal.).

"Satellite SO" shall mean the Stipulated Order entered in the Satellite Litigation by the Court on September 6, 2011, requiring the Satellites to take certain actions with regard to the Regional Wastewater Collection and Transmission System.

"Section" shall mean a portion of this Consent Decree (unless another document is specified) identified by an uppercase Roman numeral.

"Sewer Lateral" shall mean a pipe or pipes and appurtenances that carry sewage and liquid waste from the Structure(s) served to the Sewer Main. The Sewer Lateral includes the Upper Sewer Lateral, the Lower Sewer Lateral and the connection to the Sewer Main, and any appurtenances.

"Sewer Main" shall mean the portion of the Regional Wastewater Collection and Transmission System that receives flows from Sewer Laterals. The Sewer Main does not include any portion of a Sewer Lateral.

"Sewer System Management Plans" or "SSMPs" shall mean those plans required by State Water Board Order No. 2006-003-DWQ or its successor.

"State" shall mean the State of California.

"State Water Board" shall mean the California State Water Resources Control Board.

"Structure" shall mean any building or facility that is required to be provided with public sewer service, or that is actually provided with public sewer service.

"Sub-Basin" shall mean the subdivision of sewer basins as established in the 1986 East Bay I&I Study, or as modified by changes in Collection System configuration due to sewer improvements constructed since completion of the Study, or by more accurate delineation of the boundaries established by the Study.

"Three-Year-Average Output Ratio" for a WWF shall mean the average of the Output Ratios for each WWF for each of the three most recent years.

"Time Extension Certificate" shall mean a certificate issued by EBMUD or a Satellite upon request, to a property owner, or to a transferee, that extends the deadline to obtain a Compliance Certificate for up to 180 Days from the date the Time Extension Certificate is issued. Time Extension Certificates may be issued only in connection with Title Transfer transactions and are not renewable.

"Title Transfer" shall mean the sale or transfer of an entire real property estate or the fee interest in that real property estate, not including (1) the sale or transfer of partial interest, including a leasehold; (2) transfer by a fiduciary in the course of the administration of a decedent's estates, guardianship, conservatorship, or trust; (3) transfers from one co-owner to one or more other co-owners, or from one or more co-owners into or from a revocable trust, if the trust is for the benefit of the grantor or grantors; (4) transfers made by

a trustor to fund an inter vivos trust; (5) transfers made to a spouse, to a registered domestic partner as defined in Section 297 of the California Family Code, or to a person or persons in the lineal line of consanguinity of one or more of the transferors; (6) transfers between spouses or registered domestic partners resulting from a decree of dissolution of marriage or domestic partnership, or a decree of legal separation or from a property settlement agreement incidental to a decree; (7) transfers from property owners to any financial institution as a result of a foreclosure or similar process.

"United States" shall mean the United States of America.

"Upper Sewer Lateral" or "Upper Lateral" shall mean the portion of the Sewer Lateral extending from the property line or the Cleanout near the curb to the Structure(s) served by that Sewer Lateral. If a Sewer Lateral connects to a rear or side yard Sewer Main located in an easement, or to a Maintenance Hole, the entire Sewer Lateral, including the connection to the Sewer Main or Maintenance Hole, is an Upper Sewer Lateral.

"Water Boards" shall mean the Regional Water Board and the State Water Board.

"Wet Season" shall mean the period from December 1 of one Calendar Year through April 15 of the following Calendar Year.

"Work" shall mean the activities Defendants are required to perform under Sections VI-XVIII of this Consent Decree, as they may be modified from time to time by the performance evaluation and Work plan revision process in Section XV, or pursuant to Section XXIX (Modification).

"WWFs" shall mean EBMUD's three wet weather facilities, located at 2755 Point Isabel Street, Richmond ("Point Isabel WWF"), 225 5th Avenue, Oakland ("San Antonio Creek WWF"), and 5597 Oakport Street, Oakland ("Oakport WWF"), respectively.

"WWF Discharge" shall mean any discharge from one of the three WWFs.

"WWF Output Test" shall mean a test applied by comparing the Output Ratio for a WWF to a benchmark set by this Consent Decree.

"Year", regardless of whether it is capitalized, shall mean a period of 365 Days, or 366 Days in a leap year, but not a Fiscal Year or a Calendar Year.

V. CIVIL PENALTIES

9. Within 30 Days after the Effective Date of this Consent Decree, each Defendant identified below shall pay to the United States the sum appearing next to its name, as a civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging:

East Bay Municipal Utility District	$170,800
City of Alameda	$55,575
City of Albany	$21,019
City of Berkeley	$133,500
City of Emeryville	$935
City of Oakland	$850,000
City of Piedmont	$20,519
Stege Sanitary District	$24,430

10. Each Defendant shall pay its civil penalty due to the United States by FedWire Electronic Funds Transfer (EFT) to the U.S. Department of Justice in accordance with written instructions to be provided to Defendant, after the Effective Date, by the Financial Litigation Unit of the U.S. Attorney's Office for the Northern District of California, Federal Courthouse, 1301 Clay Street, Oakland, CA 94612, 510-637-3680. At the time of payment, each Defendant shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States et al. v. EBMUD et al., and shall reference the civil action numbers C 09-00186-RS and C 09-05684-RS, and DOJ case number 90-5-1-1-09361/2, to the United States in accordance with Section XXVI of this Decree (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office

26 Martin Luther King Drive
Cincinnati, Ohio 45268

11. No later than 30 Days after the Effective Date of this Consent Decree, each Defendant identified below shall pay to the Water Boards the sum appearing next to its name, as a civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging:

East Bay Municipal Utility District	$30,800
City of Alameda	$55,575
City of Albany	$21,019
City of Berkeley	$133,500
City of Emeryville	$935
City of Oakland	$0
City of Piedmont	$20,519
Stege Sanitary District	$24,430

12. Each Defendant shall pay its civil penalty due to the Water Boards by cashier's or certified check payable to the "California Regional Water Quality Control Board, San Francisco Bay Region" and sent to:

Executive Officer
California Regional Water Quality Control Board
1515 Clay St., Suite 1400
Oakland, CA 94612

At the time of payment, each Defendant shall include a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States et al. v. EBMUD et al.

VI. WORK – GENERAL

13. The Work set forth in Sections VII - XIV is intended to further each Defendant's ongoing efforts to improve management of its portion of the Regional Wastewater Collection and Transmission System, to reduce I&I, to address WWF Discharges, to address SSOs, and to develop information necessary to determine compliance with the requirements of this

Consent Decree. This Consent Decree adopts a regional asset management approach to reducing I&I to the Regional Wastewater Collection and Transmission System sufficient to eliminate WWF Discharges consistent with the terms of this Consent Decree. To achieve the necessary regional reductions in I&I, the Defendants will: (a) take steps to identify and eliminate illicit connections to the Collection Systems, as set forth in Sections VII - XIV below, to control Inflow; (b) perform Collection System Repair and Rehabilitation at a pace equal to or more accelerated than the rates specified in Sections VII - XIV below, to control Infiltration; and (c) require certification of Sewer Laterals under the circumstances set forth in Sections VII - XIV below, to further control Infiltration. This Work is expected to result in I&I reduction sufficient to eliminate WWF Discharges consistent with the terms of this Consent Decree by no later than December 31, 2035 (as demonstrated by the Final Compliance WWF Output Test in 2036).

14. Although the Parties are pursuing a regional asset management approach to compliance, Sections VII - XIV apply to individual Defendants and each Defendant is responsible only for the Work described in the Section applicable to it, as may be modified from time to time by the performance evaluation and Work plan revision process in Section XV, or under Section XXIX (Modification). Each Defendant shall engage in good faith in that process and shall perform any and all obligations resulting therefrom. Each Defendant shall exercise best efforts to fund the Work required under this Decree, including any additional Work that may be required pursuant to Section XV.

15. Where appropriate, this Consent Decree requires Work in addition to ongoing work identified in the SSMPs and AMIPs. The Defendants may need to amend their SSMPs and AMIPs in order to arrive at consistent obligations under the SSMPs, AMIPs and this Consent Decree that are not in conflict; provided, however, that only the requirements of the AMIPs and this Consent Decree are enforceable, and amendments to the SSMPs are not subject to review and approval under this Consent Decree. SSMPs are required and enforced by the Water Boards.

16. Discharges from the San Antonio Creek WWF shall be eliminated, consistent with the terms of this Consent Decree, by December 31, 2027; discharges from the Point Isabel WWF shall be eliminated, consistent with the terms of this Consent Decree, by December 31, 2033; and discharges from the Oakport WWF shall be eliminated, consistent with the terms of this Consent Decree, by December 31, 2035.

VII. WORK – EBMUD

A. REGIONAL SEWER LATERAL PROGRAM

17. On February 9, 2010, EBMUD adopted a Regional Sewer Lateral Ordinance (the "Regional Ordinance") setting standards for the performance of Upper Sewer Laterals and establishing requirements for the testing of Sewer Laterals; and, where needed, the Repair or Rehabilitation of defective Sewer Laterals to eliminate Infiltration. The Regional Ordinance also provides for elimination of improper Inflow connections. EBMUD shall cooperate with the Satellites participating in the Regional Sewer Lateral Program pursuant to the terms of an agreement among EBMUD and the participating Satellites.

18. EBMUD shall maintain the Regional Ordinance such that, at a minimum, it requires:

a. property owners, except the State or federal government, to comply with performance standards that are no less stringent than those currently required for Upper Laterals;

b. property owners, except for Public Entities and the State or federal government, to obtain Compliance Certificates for Upper Laterals at the times identified in the next sentence; and

c. property owners, except for Public Entities and the State or federal government, to obtain Compliance Certificates at the times identified in the next sentence for Upper and Lower Laterals in cases where a Local Ordinance applicable to the property owner so requires.

The times referred to in the preceding sentence are: (i) prior to the latter of a Title Transfer or the expiration of a Time Extension Certificate, (ii) prior to obtaining any permit or other

final approval needed for new construction upon a parcel, or for remodeling of an existing or previously-existing Structure, if the cost of permitted construction or remodeling work exceeds $100,000, and (iii) prior to obtaining approval from EBMUD for an increase or decrease in size of the owner's water meter, as defined in EBMUD's Regulations Governing Water Service to Customers.

19. With respect to the duration of Compliance Certificates, the Regional Ordinance shall continue to provide:

    a. If the Compliance Certificate is obtained as a result of the Rehabilitation of the complete length of the Upper Sewer Lateral, or, where required by Local Ordinance, of the Upper Sewer Lateral and Lower Sewer Lateral, the Compliance Certificate shall be valid for 20 years from the date of issuance.

    b. If the Compliance Certificate is obtained without complete Rehabilitation, the Compliance Certificate shall be valid for 7 years from the date of issuance.

20. No later than 90 Days after the Effective Date, EBMUD shall amend the Regional Ordinance ("Amended Regional Ordinance") to: (a) define Public Entities as that term is defined in this Consent Decree; (b) require Public Entities, as so defined, to maintain Upper Sewer Laterals in full compliance with the Regional Ordinance's standards; and (c) add a new subsection requiring EBMUD to provide a Compliance Certificate to any property owner who requests one and passes the verification test including, without limitation, to any owner of a Sewer Lateral who receives notification from EBMUD or a Satellite that the Sewer Lateral is damaged, deteriorating, defective, or in any other way fails to comply with the applicable Regional Ordinance or Local Ordinance requirements for Sewer Lateral maintenance.

21. Reserved.

22. Certain Satellites have provided consent for EBMUD to implement the Regional Sewer Lateral Program in their jurisdictions by entering agreements with EBMUD for that purpose ("Regional Sewer Lateral Program Participants"). The remaining Satellites have retained

responsibility for all aspects of implementing a Sewer Lateral program, including lateral verification and certification, under the authority of their respective municipal codes ("Regional Sewer Lateral Program Non-Participants"). As of the Effective Date, the Regional Sewer Lateral Program Participants are the Cities of Albany, Emeryville, Oakland and Piedmont, and the Stege Sanitary District, and the Regional Sewer Lateral Program Non-Participants are the Cities of Alameda and Berkeley. Although, prior to 2014, Alameda was not a Regional Sewer Lateral Program Participant, during the drafting of this Consent Decree, Alameda was in the process of reviewing whether or not it would request to participate in the Regional Sewer Lateral Program. The Alameda City Council will decide whether or not the City will request to participate in the Regional Sewer Lateral Program before the end of 2014.

23. Any Regional Sewer Lateral Program Non-Participant may at any time submit to EBMUD a request to begin participating in the Regional Sewer Lateral Program. EBMUD may consent to or decline the request. If EBMUD declines the request, the requesting Satellite shall continue to be responsible for all aspects of implementing a Sewer Lateral program. Otherwise, EBMUD and the requesting Satellite may negotiate agreements concerning EBMUD's implementation of the Regional Sewer Lateral Program in the Satellite's jurisdiction. Upon the execution of mutually acceptable agreements and the enactment of any necessary Local Ordinance revisions, the requesting Satellite shall become a Regional Sewer Lateral Program Participant.

24. Any Regional Sewer Lateral Program Participant may at any time within five years of the Effective Date submit to EBMUD a request to cease its participation in the Regional Sewer Lateral Program. EBMUD may consent to or decline the request. If EBMUD declines the request, the requesting Satellite shall continue its participation in the Regional Sewer Lateral Program. If EBMUD consents to the request, the requesting Satellite shall submit an application to EPA for a determination that its proposed Local Ordinance is "no less stringent" than the Regional Ordinance ("No Less Stringent Application"). Within 30 Days

after EPA's receipt of the "No Less Stringent Application" EBMUD shall submit to EPA and the Regional Water Board an analysis of the application for EPA's and the Regional Water Board's consideration. EPA, following consultation with the Regional Water Board, shall determine whether to approve the No Less Stringent Application. If EPA approves the No Less Stringent Application, the applicant may cease its participation in the Regional Sewer Lateral Program and become a Regional Sewer Lateral Program Non-Participant upon the enactment of any necessary Local Ordinance revisions.

25. A Regional Sewer Lateral Program Participant may at any time at least five years after the Effective Date submit 180 Days' notice to EBMUD, EPA and the Regional Water Board that it intends to cease its participation in the Regional Sewer Lateral Program. At the time such notice is provided, the requesting Satellite shall submit an application to EPA for a determination that its proposed Local Ordinance is "no less stringent" than the Regional Ordinance ("No Less Stringent Application"). Within 30 Days after EPA's receipt of the "No Less Stringent Application" EBMUD shall submit to EPA and the Regional Water Board an analysis of the application for EPA's and the Regional Water Board's consideration. EPA, following consultation with the Regional Water Board, shall determine whether to approve the No Less Stringent Application. If EPA approves the No Less Stringent Application, the applicant may cease its participation in the Regional Sewer Lateral Program and become a Regional Sewer Lateral Program Non-Participant upon the enactment of any necessary Local Ordinance revisions.

B. REGIONAL TECHNICAL SUPPORT PROGRAM

26. The goal of the Regional Technical Support Program (RTSP) is to identify and characterize sources of Inflow and Rapid Infiltration that afford opportunities to increase the rate of I&I reduction by the Defendants potentially in a more cost effective manner pursuant to their respective Work Sections as soon as possible, and thereby support the elimination of WWF Discharges.

27. Within 180 Days of the Effective Date, EBMUD shall develop and submit a RTSP Plan –

covering the initial five years of the Program's operations – to Plaintiffs for review and approval. At least 60 Days prior to this submittal, EBMUD shall submit a draft of the Plan to the Satellites, who shall submit any comments to EBMUD within 30 Days thereafter. EBMUD shall include, in the RTSP Plan submitted to Plaintiffs for review and approval, Satellites' comments and EBMUD's response to the Satellites' comments. In each EBMUD Annual Report after Plaintiffs' approval of the initial Plan, EBMUD may propose updates to the Plan, but EBMUD shall give Satellites a draft of any proposed updates at least 60 days before submittal to Plaintiffs and shall consider any suggested revisions or responses to such proposed updates prior to submittal. The purpose of any update to the RTSP Plan is to adjust the activities conducted by EBMUD under the Plan in order to maximize the opportunities for the Defendants to increase the rate of I&I reduction, such as improved identification and characterization of sources of Inflow and Rapid Infiltration. EBMUD shall explain why the updates are necessary and how the updates will further the goals of the RTSP. Any updates proposed in the Annual Report shall be subject to Plaintiffs' review and approval. Satellites may provide comments to Plaintiffs within 45 days of receiving the proposed updates in the Annual Report. The RTSP Plan shall, at a minimum:

a. Provide an explanation of why EBMUD believes the program will:

i. Result in I&I reductions equal to, or greater than, the I&I reductions anticipated from the Private Lateral Incentive Program Work Plan in the EBMUD SO; and

ii. Identify sources that, when eliminated, would achieve I&I reductions that, based on the Flow Model, are necessary to satisfy the Mid-Course Check-In WWF Output Tests and eliminate the WWF Discharges by the compliance deadlines specified in Paragraph 16 of this Consent Decree.

b. Analyze regional data using tools such as GIS, which enables identification of patterns and correlations in the data, allowing field investigation to focus on areas with the highest likelihood of sources of Inflow or Rapid Infiltration. EBMUD shall prioritize the

identification and characterization of sources of Inflow and Rapid Infiltration in the Sub-Basins that have the highest Inflow and Rapid Infiltration. However, EBMUD may identify and characterize sources of Inflow and Rapid Infiltration in any areas where EBMUD finds there is a high likelihood that sources of high Inflow or Rapid Infiltration are present. Data may, without limitation, include flow monitoring; rainfall; peaking factors or other indicators of the Collection System's response to rainfall; pipe age, condition, material and elevation relative to groundwater; Collection System inspection results; smoke testing results (including any data received from any Satellite as a result of any smoke testing they performed before or after the Effective Date of this Consent Decree and smoke testing data from EBMUD's field investigations, described below); water consumption; stream and storm sewer system pipe locations; flood maps; soil types; topography or other indicators of where sources of Inflow and Rapid Infiltration are most likely to be present.

c. Propose field investigations to be performed by EBMUD, which shall include a combination of the following, designed to accomplish the goal of the RTSP:

i. Identification and selection of state of the art tools and techniques for inspection and data analysis.

ii. Smoke testing of sufficient linear footage of Sewer Mains in the Collection Systems so that the total amount of Sewer Mains smoke tested by the Satellites and EBMUD comprises at least 50% of the total linear footage of Sewer Mains in the Collection Systems. The location of smoke testing by EBMUD shall have the greatest potential for identifying Inflow and Rapid Infiltration to the WWFs based on an assessment of multiple factors, including rate of I&I; influence on WWF Discharges; pipe age, condition, material and construction; density of connections; and any other relevant data.

iii. Flow monitoring, including isolation of Sub-Basins and use of "micro-monitoring" (i.e., the monitoring of very small portions of a Sub-Basin using flow monitoring equipment specifically adapted to the measurement of very low

flows) to isolate smaller sections of the Collection System.

iv. Other field data collection methods such as dye testing; level sensors; CCTV; visual inspection; focused electrode leak location; laser; sonar; field reconnaissance during storm events; and other methods of detecting sources of Inflow and Rapid Infiltration.

d. Identify additional techniques for I&I identification and prioritization. These may include, but are not limited to, analysis of surface maps, rainfall-response data analysis, or hydrologic or hydraulic modeling.

e. Identify the process for notifying Satellites annually of defects identified in their service areas, including all sources of Inflow and Rapid Infiltration (including illicit connections on private property).

f. Identify the methodology for estimating the volume and/or flow rate of water entering the Collection System from identified Inflow and Rapid Infiltration sources.

g. Identify the methodology, applicable to all Satellites, except for Oakland, for determining what sources of Inflow and Rapid Infiltration are High Priority Sources that shall be eliminated by the Satellites pursuant to their respective Work Sections. For Oakland, EBMUD shall identify the methodology for identifying sources of Inflow and Rapid Infiltration in Oakland's jurisdiction.

h. Provide an estimate of the quantity and location of the identification and characterization Work to be completed by EBMUD, including, but not limited to, the length of the Collection System pipe and maps and lists of Sub-Basins or other areas to be assessed.

28. Notification and Model Access.

a. Notification to Satellites. EBMUD shall give formal notification to each Satellite, except Oakland, of the sources of Inflow and Rapid Infiltration in a letter to each Satellite, and a copy to Plaintiffs, no later than December 31st of each Year. EBMUD's formal notification shall include the physical location of and unique identifier for each source, a description of the source and the defect, identification of all sources determined to

be High Priority Sources, and an estimate of the expected Inflow and Rapid Infiltration reduction of the source if eliminated. The twenty-four (24) month period referred to in the Satellites' Work Sections, except for Oakland, shall run from December 31st of each Year. Nonetheless, the parties are required to confer informally at least once in each calendar quarter, in writing or otherwise, prior to the formal notification regarding any source of Inflow or Rapid Infiltration that may be identified as a High Priority Source.

b. Notification to Oakland. For Oakland, EBMUD shall give formal notification of the identified sources of Inflow and Rapid Infiltration in a letter to Oakland, and a copy to Plaintiffs, no later than September 30th of each Year. EBMUD's formal notification to the City shall include the physical location of each source, whether the source is in Sub-Basin 80-111 or 80-011, a description of the source and the defect, and an estimate of the expected Inflow and Rapid Infiltration reduction into Oakland's Collection System of the source if eliminated. In addition, the parties are required to confer informally at least once each calendar quarter, in writing or otherwise, prior to the formal notification regarding any identified source of Inflow or Rapid Infiltration.

c. EBMUD shall provide unfettered access as described below (I) to the Flow Model, including a copy of the Flow Model, the assumptions, input parameters, calibration runs and results, and updates, and (II) to EBMUD's consultant related to the Flow Model ("FM Consultant") on request by any Satellite.

i. Any Satellite (the "Requester") may, at its own expense, communicate with EBMUD's modeling consultant ("FM Consultant") on any topic and/or ask the FM Consultant to perform model runs as provided in this Paragraph. The Requester shall give at least seven Days' notice to all other Defendants before any communication between the Requester and the FM Consultant. Notwithstanding the previous sentence, telephone communications shall not need seven Days' notice so long as EBMUD participates in the communication and all non-Requester Satellites receive prior notification. EBMUD may participate in any such

communication, at its discretion. Scheduling communications are not subject to these restrictions. The Requester shall pay for the cost of the FM Consultant for its participation in the communication and performing any analysis using the Flow Model, including but not limited to consultant staff time, consultant costs, and proprietary software licenses, and if requested, a copy of or site license for the Flow Model.

ii. The FM Consultant is understood to have three roles that may occur contemporaneously. The first role is as EBMUD's confidential litigation consultant, and all communications between EBMUD and the FM Consultant in this role shall be confidential. The second role is as participant in communications with Satellites (including responding to questions) and performer of work at the request of Satellites. The third role is as a testifying expert witness for EBMUD (if EBMUD decides to designate the FM Consultant as such). If so designated, he or she can testify, but such designation will not impede the FM Consultant's performance of the first two roles stated above. The use of the FM Consultant by the Satellites and by EBMUD shall not disqualify the FM Consultant from serving in any of the three above roles.

iii. To assist with the RTSP program, the City of Oakland, and each of the other Satellite Defendants, shall provide to EBMUD, and the other Defendants upon request, the following items current to April 10, 2014: (i) its flow monitoring data, (ii) its analysis of that data pertinent to an assessment of Inflow and Infiltration, and (iii) its flow model including runs performed under design storm conditions.

iv. All exchanges of communications between Defendants and the FM Consultant, and discussions and documents exchanged at meetings including Defendants and their consultants with the FM Consultant shall not be a waiver of confidentiality and shall not waive any legal privilege or doctrine applicable to such information that protects such information from disclosure.

29. Required Spend.

a. EBMUD shall spend the following per Fiscal Year on the RTSP (the "Required Spend"): (i) from the date EBMUD submits the RTSP Plan to Plaintiffs for review and approval pursuant to Paragraph 27 through June 30, 2015, $2,000,000 prorated to the remaining Days left in the Fiscal Year (e.g., EBMUD submits the RTSP Plan on March 1, 2015, the Required Spend for Fiscal Year 2014-2015 is $666,667), (ii) from July 1, 2015 through June 30, 2019, $2,000,000 per Fiscal Year and (iii) from July 1, 2019, $1,825,000 per Fiscal Year for the remaining term of this Consent Decree. The Required Spend shall include modeling costs associated with the RTSP and costs to locate and assess Inflow and Rapid Infiltration. The Required Spend shall not include costs to administer the RTSP, and shall not include costs for modeling that is not associated with the RTSP.

b. EBMUD's compliance with the Required Spend requirement of Paragraph 29(a) shall be measured on a cumulative basis, starting June 30, 2016 (e.g., if EBMUD submits the RTSP Plan on March 1, 2015, EBMUD would be in compliance if it had cumulatively spent $2,666,667 by June 30, 2016, $4,666,667 by June 30, 2017, $6,666,667 by June 30, 2018, $8,666,667 by June 30, 2019, $10,491,667 by June 30, 2020, etc.), determined annually as of June 30th. Any amount of the Required Spend that is not spent in any Fiscal Year shall be subject to the Stipulated Penalty in Paragraph 190(b).

30. Once the RTSP Plan is approved pursuant to Section XIX and any Dispute Resolution (Section XXII) procedures have been completed, EBMUD shall implement the RTSP Plan according to the approved schedules contained therein.

31. During the term of this Consent Decree, EBMUD may recommend to Plaintiffs for their review and approval alternative uses of the Required Spend (but not the Required Spend amount) that advance the Objectives of this Consent Decree in concert with, or in lieu of, the RTSP. Such proposed uses may include use of some or all of the Required Spend to eliminate High Priority Sources identified by the RTSP. A proposed use may include, but is not limited to, the use of any amount of the Required Spend that is not spent in any given

Fiscal Year as a grant program to assist Satellites in eliminating High Priority Sources in lieu of being subject to the Stipulated Penalty in Paragraph 190(b). EBMUD shall give notice of any proposed alternative use of the Required Spend to all parties pursuant to Section XXVI (Notices) when it submits its proposal to Plaintiffs. The Satellites and Intervenors may submit comments to Plaintiffs on any such recommended alternative within 30 Days of EBMUD's submittal. If EBMUD recommends alternative uses of the Required Spend, EBMUD shall continue to operate under the RTSP until such time, if any, as the recommended changes are approved pursuant to Section XIX and any Dispute Resolution (Section XXII) procedures have been completed, at which time EBMUD shall implement the alternative use of the Required Spend according to the approved schedules contained therein. Any alternative use of the Required Spend shall be considered a material modification subject to the requirements of Section XXIX (Modification).

C. PUBLIC OUTREACH AND EDUCATION PROGRAM

32. Within 180 Days of the Effective Date, EBMUD, with assistance from the Satellites, shall develop and submit to EPA for review and comment an education and outreach program plan to encourage Sewer Lateral owners in its service area to inspect and, if necessary, Repair or Rehabilitate their Sewer Laterals before the Regional or Local Ordinance mandates action. EBMUD shall develop the education and outreach program plan with guidance from public affairs/communications experts, whether in-house or consultants, and Satellite agencies shall use and/or customize the materials for their own outreach efforts. The plan will specifically consider the diversity of languages spoken in the EBMUD service area and whether some or all of the materials should be available in more than one language. The plan submitted to EPA shall include, at a minimum:

a. Key messages to be used to educate distinct audiences (e.g., property owners, homeowners' associations, real estate agents, civic groups, etc.) on the benefits of replacing Sewer Laterals, including the elimination of the environmental impacts of defective Sewer Laterals.

b. An overview of the legal requirements for property owners to maintain their Sewer Laterals, including a description of defective Sewer Laterals as violations of the Satellites' Local Ordinances and that defective Sewer Laterals may be subject to enforcement actions by the Satellites.

c. User-friendly descriptions of logistical and financial information, including information on grant or loan programs, that will be provided to property owners to assist them in 1) locating and evaluating contractors for testing their Sewer Lateral for defects, 2) choosing between repairing and replacing a defective Sewer Lateral, and 3) evaluating contractor-provided estimates.

d. Implementation strategies based on the estimated costs and benefits of using various communication tools to educate property owners about the benefits of Sewer Lateral replacement (e.g., agency websites, brochures, targeted mailings, social media, direct outreach, public meetings, existing public gatherings, etc.).

e. Methods for tracking the implementation of the education and outreach program and for recommending refinements based on the observed impact of the program.

D. ASSET MANAGEMENT AND INTERIM OPERATION

33. On July 14, 2011, after consultation with the Regional Water Board, EPA approved EBMUD's May 2011 Interceptor System Asset Management Work Plan ("ISAMWP"). The ISAMWP includes (a) schedules and reporting requirements for the inspection of EBMUD's entire Interceptor System within five years, (b) Interceptor System maintenance protocols, including recommendations for cleaning, and (c) schedules for the types of Interceptor System repairs and replacement that EBMUD shall undertake as needed based on the inspection results. EBMUD shall continue to implement the ISAMWP under this Decree according to the schedules approved therein, including, but not limited to, completion of the initial Interceptor System inspection by no later than June 30, 2015 (ISAMWP, Figure 9), with the goal of maximizing flow to the MWWTP. In addition, EBMUD shall work with the other Defendants to create Regional Standards for sewer installation, Rehabilitation, and

Repair and participate in submitting a group report of the recommended Regional Standards for EPA's review and approval by June 30, 2016, and for review, every five years thereafter.

34. Within 180 Days of the Effective Date, EBMUD shall submit to EPA and the Regional Water Board for review and comment a plan to enable bi-directional flow (dual operational mode) through the Pump Station Q Force Main. The plan shall include figures and descriptions of the Work to be done and a schedule with milestones and corresponding dates. Once EPA, after consultation with the Regional Water Board, has provided comments on the plan, EBMUD shall implement the plan. EBMUD shall complete the project within 6 years of the Effective Date.

E. COMPLIANCE WITH EFFLUENT LIMITATIONS

35. Until this Consent Decree is terminated, EBMUD shall comply with the following effluent limitations with respect to WWF Discharges:

a. Total Coliform Organisms: Discharges from the San Antonio Creek WWF shall not exceed 240 MPN/100 ml (when measured as the moving median average of 5-consecutive samples), nor shall any single sample exceed 10,000 MPN/100 ml. Discharges from the Oakport and Point Isabel WWFs shall not exceed a daily maximum of 240 MPN/100 ml. As used in this paragraph, "MPN" refers to the "most probable number" index.

b. Chlorine residual shall not exceed 0.0 mg/L. EBMUD may elect to use a continuous on-line monitoring system(s) for measuring flows, chlorine concentration and sodium bisulfate dosage, to prove that any chlorine residual exceedance is a false positive. If substantial evidence is provided, the Regional Water Board may conclude that a chlorine residual exceedance is a false positive and therefore not a violation. The documented presence of a stoichiometric excess of dechlorination agent is prima facie evidence of a false positive.

c. pH: the discharge must be within 6.5 to 8.5. If EBMUD continuously monitors pH, EBMUD shall be in compliance with the pH limitation provided that both of

the following conditions are satisfied: (i) the total time during which the pH values are outside the required range of 6.5 to 8.5 shall not exceed 1% of the total duration of WWF discharge during any calendar month and (ii) no individual excursion from the required range of pH values shall exceed 60 minutes.

36. EBMUD shall conduct sampling, analyses, and observations, and record and report results to the Regional Water Board as described in the Self-Monitoring Program attached to this Consent Decree as Appendix D.

37. Exceedances of effluent limitations, unless found by the Regional Water Board not to be a violation, shall result in the stipulated penalties prescribed in Paragraph 187 of Section XX of this Consent Decree.

F. FLOW MODEL CALIBRATION PLAN PREPARATION

38. EBMUD Submittal.

a. Within 240 Days of the Effective Date, EBMUD shall submit a Flow Model Calibration Plan to Plaintiffs for review and approval. At least 60 Days prior to this submittal, EBMUD shall submit a draft of the Plan to the Satellites, who shall submit any comments to EBMUD within 30 Days thereafter. EBMUD shall include, in the Flow Model Calibration Plan submitted to Plaintiffs for review and approval, Satellites' comments and EBMUD's response to the Satellites' comments.

b. The Flow Model Calibration Plan shall be consistent with the following requirements:

i. EBMUD shall monitor the frequency and volume of all discharges at each of the three WWFs and wet weather influent volume at the MWWTP;

ii. EBMUD shall collect and consider all available flow data, including data from permanent meters;

iii. EBMUD shall gather data on physical changes to the Regional Wastewater Collection and Transmission System, including, without limitation, the quantity of Repairs and Rehabilitations to Sewer Mains and Sewer Laterals, inflow

sources identified and corrected, and the Pump Station Q Force Main project set forth in this Section VII;

iv. EBMUD shall monitor rainfall totals, duration and intensity as a function of time, using a monitoring protocol and rain gauge density and placement that is the state of the industry at the time;

v. Annually, EBMUD shall recalibrate the Flow Model by incorporating (a) new data gathered (including any data gathered pursuant to the implementation of a PEP) through April 15 of the current Calendar Year; and (b) physical changes to the Regional Wastewater Collection and Transmission System through the end of the prior Calendar Year. Flow Model recalibration shall be carried out in accordance with current industry good practice. Annual recalibration shall specifically be carried out such that (a) the modeled volume of I&I reaching the MWWTP during the prior Wet Season is not less than the measured volume during the prior Wet Season and (b) the modeled volume of I&I to and from each of the three WWFs during the prior Wet Season is not less than the measured volume of I&I to and from each corresponding WWF during the prior Wet Season, except in cases in which one or more discharges occur from a WWF following its first Compliance WWF Output Test, in which case each such discharge shall be used for recalibration regardless of whether it occurred during the prior Wet Season. Flow Model recalibration shall not be carried out in a manner that reduces the ability of the Flow Model to accurately predict flow volumes from storms of a magnitude similar to the December 5, 1952 Storm. If any data gathered is not used in any Flow Model recalibration, EBMUD shall provide Plaintiffs with a justification for why the data not used for the recalibration in question would reduce the ability of the Flow Model to accurately predict flow volumes from storms of a magnitude similar to the December 5, 1952 Storm; and

vi. EBMUD shall submit (as part of its Annual Report pursuant to the

"REPORTING" Section of this Decree) a Flow Model Calibration Report that (a) summarizes the data used to recalibrate the Flow Model, (b) describes in detail the Flow Model recalibration, and (c) compares the measured and modeled I&I hydrographs and volumes at each of the three WWFs and the MWWTP for (1) each wet weather event during the prior Wet Season, and (2) each wet weather event, regardless of when it occurred during the year, in which at least one discharge occurs from a WWF following its first Compliance WWF Output Test.

vii. EBMUD shall submit, (as part of its Annual Report pursuant to the "REPORTING" Section of this Decree), an Output Ratio based on the most recent Flow Model recalibration.

39. The review and approval of the Flow Model Calibration Plan shall be according to the "REVIEW AND APPROVAL OF DELIVERABLES" and "DISPUTE RESOLUTION" Sections of this Decree.

G. FLOW MODEL CALIBRATION PLAN IMPLEMENTATION

40. Once the Flow Model Calibration Plan is approved pursuant to the "REVIEW AND APPROVAL OF DELIVERABLES" Section of this Decree and any procedures pursuant to the "DISPUTE RESOLUTION" Section of this Decree have been completed, EBMUD shall implement the approved Flow Model Calibration Plan.

41. The Parties recognize that the Flow Model Calibration Plan must be sufficiently flexible to adapt to unforeseen circumstances (including, but not limited to, changes in technology). If EBMUD believes it is appropriate to materially modify any portion of the approved Flow Model Calibration Plan, it may seek to do so pursuant to the provisions of the "REVIEW AND APPROVAL OF DELIVERABLES" Section of this Decree. For purposes of this Paragraph, material modifications shall consist of changes that result in a reduction in the number of permanent flow monitors, and any alteration to key schedule milestones. EBMUD shall not implement any such material modification until it has consulted with the Satellites, and said modification is approved by EPA, after consultation with the Regional

Water Board (or any dispute is resolved pursuant to the "DISPUTE RESOLUTION" Section of this Decree). In the interim, EBMUD shall continue to implement the approved Flow Model Calibration Plan.

VIII. WORK – CITY OF ALAMEDA

A. IMPLEMENTATION OF EXISTING PROGRAM AND IMPROVEMENTS

42. On May 13, 2013, after consultation with the Regional Water Board, EPA conditionally approved the City of Alameda's AMIP. For the duration of the Consent Decree, the City of Alameda shall implement the programs set forth in its SSMP and AMIP for controlling SSOs and reducing I&I. In addition, the City of Alameda shall implement the Work set forth in this Section to accomplish the goal of eliminating SSOs and further reduce I&I. The City shall revise its AMIP as necessary, so that it is consistent with the requirements of this Section, and to ensure that Repair and Rehabilitation projects continue to be adequately identified and planned for. On June 4, 2013, the United States Navy transferred 509 acres of the former Naval Air Station Alameda to the City of Alameda and will continue to transfer 369 acres of additional land to the City over the next 10 Years. This former Navy property is commonly referred to as "Alameda Point." The Sewer Mains in Alameda Point are not included in the rate, mileage or other Work requirements in this Section; however, the City will Rehabilitate the existing Sewer Mains and Sewer Laterals in Alameda Point for any property or parcel that is developed, re-developed and/or reused in any way. This includes, for the duration of this Consent Decree, requiring the Rehabilitation of the existing Sewer Mains and Sewer Laterals in Alameda Point as a condition of the City approving any applicable City of Alameda building permit(s). "Development, redevelopment and/or reuse" shall not include necessary life-safety improvements (e.g., the installation of fire sprinklers, etc.) that are made to City owned property that is currently leased. Notwithstanding the fact that the Sewer Mains in Alameda Point are not included in the Work requirements for the City of Alameda in the paragraphs below, the City of Alameda shall: (1) respond to any Acute Defects that are identified in Alameda Point and (2) revise its hot spot cleaning

program to include areas in Alameda Point that have Sewer Mains with a history of SSOs or that are at risk for SSOs. Any Acute Defect or hot spot cleaning Work that is performed in Alameda Point by the City may be counted towards the City's Work requirements in Paragraphs 49, 50 and 51.

B. I&I REDUCTION WORK

43. Sewer Main and Maintenance Hole Rehabilitation

a. By June 30, 2016, the City of Alameda shall complete Collection System Rehabilitation of 41,184 feet of Sewer Main. Beginning on July 1, 2016, the City of Alameda shall complete, by the end of each Fiscal Year, Rehabilitation of no less than the feet of Sewer Main in Appendix E based on a cumulative total (i.e., 54,912 feet by June 30, 2017; 68,640 feet by June 30, 2018; etc.) for the duration of the Consent Decree. The required rate of Rehabilitation excludes the Sewer Mains in Alameda Point. When the City Rehabilitates a Sewer Main, it shall also Rehabilitate, as needed, all Maintenance Holes associated with that Sewer Main and ensure that abandoned Sewer Laterals are not connected to that Sewer Main. Alameda shall maintain the Collection System and the I&I reductions achieved from prior Repair and Rehabilitation. The City shall consider the findings of the EBMUD RTSP described in EBMUD Work Section VII.B associated with Inflow and Rapid Infiltration when planning and scheduling Collection System Repair and Rehabilitation projects pursuant to this Paragraph, including, but not limited to, focusing Repair and Rehabilitation in areas of the Collection System with high peak wet weather flows, and shall update its Capital Improvement Plan accordingly.

b. For the first ten (10) Fiscal Years of this Consent Decree, the City of Alameda shall inspect, using CCTV or other equally effective method, and document condition assessment of its Collection System at an annual rate of no less than 10 percent (based on a three Fiscal Year rolling average, with the first average calculated after three Fiscal Years) of its Sewer Mains that are more than 10 Calendar Years old, or have not been inspected within 10 Calendar Years (no less than 73,920 feet of Sewer Mains per Fiscal

Year). The required rate and percentage of inspection and condition assessment excludes the Sewer Mains in Alameda Point. Thereafter, the next scheduled inspection for any specific pipe will be based on the previous inspection and condition assessment result, including the consideration of existing information (such as prior Sewer Main CCTV inspections, sewer line cleaning results, SSO incidence, information concerning soil movement, Sewer Main construction material, and/or information suggesting Sewer Main corrosion risk) that indicates which Sewer Mains are at most critical risk of being in defective condition that could cause SSOs, especially SSOs to waters from Sewer Mains located adjacent to waterways. In no case, however, shall the City allow more than 20 years to elapse between CCTV inspection of any given Sewer Main. When the City inspects a Sewer Main, it shall also inspect all Maintenance Holes associated with that Sewer Main.

c. The City shall work with the other Defendants to create Regional Standards for sewer installation, Rehabilitation, and Repair and participate in submitting a group report on the recommended Regional Standards for EPA's review and approval by June 30, 2016, and for review, every five years thereafter.

44. Sewer Lateral Inspection and Repair or Rehabilitation

a. On March 8, 2012, EPA approved the City of Alameda's application to EBMUD for a determination that the City has a Local Ordinance that is no less stringent than the Regional Ordinance ("No Less Stringent Application"). The City of Alameda may ask to participate in EBMUD's Regional Sewer Lateral Program under the provisions of Paragraph 23.

b. If the City of Alameda applies to EBMUD under Paragraph 23 to participate in the Regional Sewer Lateral Program, the City shall:

i. Cooperate with EBMUD in the administration of the Amended Regional Ordinance pursuant to the terms of an agreement to be negotiated between EBMUD and the City of Alameda. At a minimum, the City shall include as part of its application process for building permits and approvals a requirement that the

applicant submit a valid Compliance Certificate.

ii. Provide to EBMUD the information required by and at the frequency determined necessary by EBMUD for implementation of the Regional Sewer Lateral Program. If the City implements a building permit process that requires permittees to submit Compliance Certificates before being issued certificates of occupancy, the City, to satisfy the requirements of this subparagraph, shall annually document, in spreadsheet format, the building permits issued, the certificates of occupancy issued, and whether a Compliance Certificate was submitted prior to issuance of the certificate of occupancy.

c. If the City of Alameda does not join the Regional Sewer Lateral Program within 180 Days of the Effective Date of the Consent Decree, the City, alternatively shall:

i. have 180 Days to enact all necessary amendments to the Local Ordinance No. 3048. For the duration of the Consent Decree, during any period in which the City is not a part of the Regional Sewer Lateral Program, not including the 180 Days after the Effective Date of the Consent Decree, the City's Local Ordinance shall be no less stringent than the Regional Ordinance. The City shall notify EPA if it proposes to make any substantive revisions to its Local Ordinance.

ii. implement its amended Local Ordinance and ensure property owners comply with the Local Ordinance. The City shall continue to implement a building permit process that requires permittees to submit Compliance Certificates before being issued a building permit, and shall annually document, in spreadsheet format, the building permits issued, and whether a Compliance Certificate was submitted prior to issuance of the permit.

iii. within 90 Days of the Effective Date, submit for EPA's review and comment a report on the number of Compliance Certificates issued under its Local Ordinance each Fiscal or Calendar Year since its inception, an evaluation of the City's annual certification rates, and a discussion of improvements to its Local

Ordinance or implementation program that could increase the number of Upper Sewer Laterals that are certified per Fiscal Year. This Deliverable is not required if the City of Alameda joins the Regional Sewer Lateral Program pursuant to Paragraph 23.

d. Whether or not the City joins the Regional Sewer Lateral Program, the following shall apply:

i. The City agrees to inspect and Repair or Rehabilitate, as necessary, all Upper Sewer Laterals owned by the City of Alameda within a period of 10 Calendar Years from the Effective Date.

ii. In the event that the City identifies a property owned by a Public Entity or the State or federal government that has an identified defective Upper Sewer Lateral, the City shall report the address of the property and the name of the owner to the Plaintiffs as part of its Annual Report and provide a description of the Upper Sewer Lateral defect.

45. Upper Sewer Laterals

a. Within 90 Days of identifying an Upper Sewer Lateral as defective, the City of Alameda shall notify the affected owner in writing. The notice shall provide the owner with all information necessary for prompt correction of the defect, including resources, a list of sewer contractors used by the City who have agreed to do work on Sewer Laterals, strategies to find reputable sewer contractors, and information about how to apply for any grant or loan programs for which the owner may be eligible. The notice shall also provide a discussion of the environmental and legal consequences of failing to correct the defect.

b. The City of Alameda shall assist EBMUD in the development, pursuant to Paragraph 32 above, of an education and outreach program designed to encourage Upper Sewer Lateral owners to inspect and, if necessary, Repair or Rehabilitate Upper Sewer Laterals before owners are required to under the Regional or Local Ordinances.

46. Lower Laterals

a. For the duration of this Consent Decree, the City shall continue to Rehabilitate all Lower Laterals whenever it Rehabilitates an associated Sewer Main.

b. If Lower Laterals in a particular area of the Collection System are a potential source of excessive I&I, the City shall include such considerations in its planning and scheduling of Collection System Rehabilitation projects pursuant to Paragraph 43(a).

c. During any period in which the City of Alameda is a Regional Sewer Lateral Program Non-Participant, when an event occurs that triggers inspection of an Upper Sewer Lateral pursuant to the City of Alameda's Local Ordinance, or the Amended Regional Ordinance, the City of Alameda shall take one of the following actions with respect to the corresponding Lower Sewer Lateral:

i. In areas where the Sewer Main and Lower Laterals have been replaced since 1986 pursuant to the City of Alameda's Inflow & Infiltration Correction Program and Cyclic Sewer Replacement Program, no action need be taken solely as a result of a triggering event.

ii. Where the property owner is in possession of a valid Compliance Certificate for the Upper Sewer Lateral, issued pursuant to the City's Local Ordinance, no action need be taken solely as a result of a triggering event.

iii. In all other instances, if the Upper Sewer Lateral is found to be defective, then it will be assumed that the Lower Lateral is also defective, and the City shall include this in planning and scheduling Lower Sewer Lateral Repair or Rehabilitation.

47. Inflow and Rapid Infiltration Identification and Reduction. In July 2011, after consultation with the Regional Water Board, EPA approved the City of Alameda's Inflow Identification and Reduction Plan. In lieu of further implementation of the Inflow Identification portions of the Plan, the City shall cooperate with EBMUD's implementation of the RTSP. The City shall continue to implement the Inflow reduction portions of the Plan, with revisions as needed to ensure that the Plan specifies that:

a. The City of Alameda shall eliminate sources of Inflow and Rapid Infiltration in the Collection System identified through the RTSP as follows:

i. The City shall eliminate High Priority Sources within twenty-four (24) months of the annual December 31st formal notification, except as further described below, or if Plaintiffs grant a requested time extension. A time extension request shall include an explanation for why the City cannot eliminate the High Priority Source within twenty-four (24) months and an explanation for why the specific additional time that is being requested by the Satellite is appropriate. Time extensions pursuant to this subparagraph may be considered non-material modifications to this Consent Decree. If the City disagrees with EBMUD whether a particular source is a High Priority Source, it shall meet and confer with EBMUD within 45 Days of receiving EBMUD's notification to resolve the matter between the two entities.

ii. The City shall identify the category of each High Priority Source as Linear High Priority Source, a Non-Linear High Priority Source, or a Private High Priority Source. The City shall summarize the categorization of its High Priority Sources each Year in its Annual Report as described in the "ANNUAL REPORTING REQUIREMENTS" Section. Once the City has identified a source of Inflow and Rapid Infiltration as a Linear High Priority Source, a Non-Linear High Priority Source, or a Private High Priority Source that designation cannot be changed without review and approval by Plaintiffs.

iii. For Linear High Priority Sources, the City does not need to exceed the feet of Sewer Main Rehabilitation per year required by Paragraph 43(a) to do the Work indicated by EBMUD's notice(s).

iv. The length of the Collection System Rehabilitated pursuant to subparagraph 47(a)(i) may be counted towards the City's Sewer Main Rehabilitation requirement in Paragraph 43(a).

v. All other Inflow and Rapid Infiltration sources in the Collection System not identified by EBMUD as High Priority Sources shall be incorporated into the City's Capital Improvement Plan, within twenty-four (24) months from the date EBMUD provides notification to the City, in order to eliminate the sources of Inflow and Rapid Infiltration in the Collection System as expeditiously as possible.

b. Private High Priority Sources

i. For all sources that are identified by the City as Private High Priority Sources, the City shall within the twenty-four (24) months from EBMUD's notification:

(a) Notify the owner of the Private High Priority Source, with an identification of the physical location of the source and provide a description of the source and the defect; and

(b) Initiate all necessary administrative, civil, or criminal enforcement action(s) to eliminate the Private High Priority Source.

ii. The twenty-four (24) month deadline is not applicable if the owner of the Private High Priority Source is the State or federal government or a Public Entity other than the City. In such a case, the City shall notify the State or federal government or Public Entity of the identified Private High Priority Source, copying Plaintiffs, EBMUD, and the Intervenors on each such notice.

iii. For all other sources of Inflow and Rapid Infiltration (including illicit connections) not in the Collection System, the City shall notify property owners of sources of Inflow and Rapid Infiltration (including illicit connections), within 90 Days of confirming the identified sources and initiate all necessary administrative enforcement action(s) to eliminate the sources, including disconnection of all illicit connections, as expeditiously as possible.

48. EBMUD Modeling. To facilitate EBMUD's performance of its obligations under the "Flow Model Calibration Plan Preparation" and "Flow Model Calibration Plan Implementation"

paragraphs of the EBMUD Work, Section VII, the City shall provide, by May 1st of 2022 and 2030 – and by July 15 of each other Year – information or data necessary to implement the Flow Model Calibration Plan, such as: (a) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and length of specific reaches of Rehabilitated Sewer Mains; (b) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and type of corrected Inflow and Rapid Infiltration sources; (c) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), any operational or physical changes in the Satellite's Collection System; and (d) for agencies not participating in the Regional Sewer Lateral Program, for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and address of all Sewer Laterals Repaired or Rehabilitated. In all Years, any flow data or rainfall data collected between April 15 of the prior Year and April 15 of the current Year shall be provided by July 15. For any data provided to EBMUD, the City shall also provide information on any known limitations of such data. The City shall not be required to provide any analysis of, or attorney work product related to, the information or data provided under this Paragraph.

C. SSO WORK

49. The City of Alameda shall continue to Repair Acute Defects as soon as possible, but no later than within one Year of identification.

50. The City of Alameda shall clean its entire Collection System by June 30, 2019 and control roots as necessary in locations where roots are encountered. Thereafter, the City of Alameda shall clean all non-grid Sewer Mains in its Collection System at least once every five (5) Years and all grid Sewer Mains in its Collection System at least once every ten (10) Years as those terms are defined and identified in Appendix G. The required rate of cleaning excludes the Sewer Mains in Alameda Point.

51. The City of Alameda shall continue to implement the hot spot cleaning program set forth in its AMIP. The hot spot cleaning program shall ensure that Sewer Mains with a history of

SSOs or that are at risk for SSOs are included in the hot spot program, which shall consider risk factors such as pipe age, pipe size, materials of construction, pipe slope, known poor condition from CCTV inspection, food service establishments that may contribute to FOG-related SSOs, and excessive root intrusion, grease, or debris accumulation observed during prior cleaning.

52. The City of Alameda shall continue to implement its Pump Station Renovation Plan according to the schedule identified in Appendix A to that Plan to complete necessary repairs, renovations and upgrades to Pump Stations and Force Mains.

IX. WORK – CITY OF ALBANY

A. IMPLEMENTATION OF EXISTING PROGRAM AND IMPROVEMENTS

53. On May 13, 2013, after consultation with the Regional Water Board, EPA conditionally approved the City of Albany's AMIP. For the duration of the Consent Decree, the City shall implement the programs set forth in its SSMP and AMIP for controlling SSOs and reducing I&I. In addition, the City shall implement the Work set forth in this Section to accomplish the goal of eliminating SSOs and further reduce I&I. The City shall revise its AMIP as necessary, so that it is consistent with the requirements of this Section, and to ensure that Repair and Rehabilitation projects continue to be adequately identified and planned for.

B. I&I REDUCTION WORK

54. Sewer Main and Maintenance Hole Rehabilitation

a. By June 30, 2016, the City of Albany shall complete Collection System Rehabilitation of 17,118 feet of Sewer Main. Beginning on July 1, 2016, the City of Albany shall complete, by the end of each Fiscal Year, Rehabilitation of no less than the feet of Sewer Main in Appendix E based on a cumulative total (i.e., 22,824 feet by June 30, 2017; 28,530 feet by June 30, 2018, etc.) until all Sewer Mains in Appendix E are Rehabilitated. If the City seeks to perform alternative Work, the City must submit a request to Plaintiffs for review and approval that identifies the alternative Work that has been performed, or is proposed to be performed, and a demonstration, with a concurrence from EBMUD, that the

alternative Work will achieve an amount of I&I reduction that is equal to or greater than the reduction that will be achieved from the number of feet set forth in Appendix E. The City and Plaintiffs may at their discretion, and only if the parties agree, utilize a third party, including but not limited to EBMUD, to assist in any issues that may arise in reviewing the City's request. If the City so demonstrates, and EBMUD concurs, that alternative Work, that has been performed or is proposed to be performed, will achieve an amount of I&I reduction that is equal to or greater than the reduction that will be achieved from the number of feet set forth in Appendix E, the Plaintiffs may agree to the proposed alternative Work as a non-material modification to this Consent Decree. The Plaintiffs' decision as to whether to agree to the proposed alternative Work shall not be subject to formal dispute resolution, but shall be subject to informal dispute resolution under Paragraph 203. When the City Rehabilitates a Sewer Main, it shall also Rehabilitate, as needed, all Maintenance Holes associated with that Sewer Main and ensure that abandoned Sewer Laterals are not connected to that Sewer Main. The City shall consider the findings of the EBMUD RTSP described in EBMUD Work Section VII.B associated with Inflow and Rapid Infiltration when planning and scheduling Collection System Repair and Rehabilitation projects pursuant to this Paragraph, including, but not limited to, focusing Repair and Rehabilitation in areas of the Collection System with high peak wet weather flows, and shall update its Capital Improvement Plan accordingly.

b. For the duration of this Consent Decree, the City of Albany shall CCTV and document condition assessment of its Collection System at an annual rate of no less than 10 percent (based on a three-Fiscal Year rolling average, with the first average calculated after three Fiscal Years) of its sewer lines that are more than 10 Calendar Years old, or have not been inspected within 10 Calendar Years (cumulatively totaling at least 16,896 feet of Sewer Main per Fiscal Year). When the City inspects a Sewer Main, it shall also inspect all Maintenance Holes associated with that Sewer Main.

c. The City shall work with the other Defendants to create Regional Standards

for sewer installation, Rehabilitation, and Repair and participate in submitting a group report of the recommended Regional Standards for EPA's review and approval by June 30, 2016, and for review, every five years thereafter.

55. Upper Sewer Lateral Inspection and Repair or Rehabilitation Program

a. On March 8, 2012, EPA approved the City of Albany's application to EBMUD for a determination that the City has a Local Ordinance that is no less stringent than the Regional Ordinance ("No Less Stringent Application"). Thereafter, the City of Albany asked to participate in EBMUD's Regional Sewer Lateral Program. On April 10, 2013, EPA acknowledged the City's request to participate in the Regional Sewer Lateral Program.

b. The City of Albany shall cooperate with EBMUD in the administration of the Amended Regional Ordinance pursuant to the terms of the agreement between EBMUD and Regional Sewer Lateral Program Participants. At a minimum, the City shall include as part of its application process for building permits and approvals a requirement that the applicant submit a valid Compliance Certificate.

c. The City of Albany shall provide to EBMUD the information required by and at the frequency determined necessary by EBMUD for implementation of the Regional Sewer Lateral Program. If the City implements a building permit process that requires permittees to submit Compliance Certificates before being issued certificates of occupancy, the City, to satisfy the requirements of this subparagraph, shall annually document, in spreadsheet format, the building permits issued, the certificates of occupancy issued, and whether a Compliance Certificate was submitted prior to issuance of the certificate of occupancy.

d. The City agrees to inspect and Repair or Rehabilitate, as necessary, all Upper Sewer Laterals owned by the City of Albany within a period of ten (10) Calendar Years from the Effective Date.

e. In the event that the City identifies a property owned by a Public Entity, or a

State or federal government, that has an identified defective Upper Sewer Lateral, the City shall report the address of the property and the name of the owner to the Plaintiffs as part of its Annual Report and provide a description of the Sewer Lateral defect.

56. Upper Sewer Laterals

a. Within 90 Days of identifying an Upper Sewer Lateral as defective the City of Albany shall notify the affected owner in writing. The notice shall provide the owner with all information related to the Upper Sewer Lateral defect necessary for prompt correction of the defect, including a list of contractors, and information about how to apply for any grant or loan programs for which the owner may be eligible. The notice shall also provide a discussion of the environmental and legal consequences of failure to correct the defect.

b. The City of Albany shall assist EBMUD in the development, pursuant to Paragraph 32 above, of an education and outreach program designed to encourage Upper Sewer Lateral owners to inspect and, if necessary, Repair or Rehabilitate Upper Sewer Laterals before owners are required to under the Regional or Local Ordinances.

57. Lower Laterals

a. For the duration of this Consent Decree, the City of Albany shall continue its existing practice of, when Rehabilitating Sewer Mains, evaluating the condition of Lower Laterals connected to those Sewer Mains and Rehabilitating defective Lower Laterals.

b. If Lower Laterals in a particular area of the Collection System are a potential source of excessive I&I, the City of Albany shall include such considerations in its planning and scheduling of Collection System Rehabilitation projects pursuant to Paragraph 54(a).

58. Inflow and Rapid Infiltration Identification and Reduction. On March 1, 2011, after consultation with the Regional Water Board, EPA approved the City of Albany's Inflow Identification and Reduction Plan. In lieu of further implementation of the Inflow identification portions of the Plan, the City shall cooperate with EBMUD's implementation of the RTSP. The City shall continue to implement the Inflow reduction portions of the

Plan, with revisions as needed to ensure that the Plan specifies that:

a. The City of Albany shall eliminate sources of Inflow and Rapid Infiltration in the Collection System identified through the RTSP as follows:

i. The City shall eliminate High Priority Sources within twenty-four (24) months of the December 31st formal notification, except as further described below, or if Plaintiffs grant a requested time extension. A time extension request shall include an explanation for why the City cannot eliminate the High Priority Source within twenty-four (24) months and an explanation for why the specific additional time that is being requested by the Satellite is appropriate. Time extensions pursuant to this subparagraph may be considered non-material modifications to this Consent Decree. If the City disagrees with EBMUD whether a particular source is a High Priority Source, it shall meet and confer with EBMUD within 45 Days of receiving EBMUD's notification to resolve the matter between the two entities.

ii. The City shall identify the category of each High Priority Source as a Linear High Priority Source, a Non-Linear High Priority Source, or a Private High Priority Source. The City shall summarize the categorization of its High Priority Sources each Year in its Annual Report as described in the "ANNUAL REPORTING REQUIREMENTS" Section. Once the City has identified a source of Inflow and Rapid Infiltration as a Linear High Priority Source, a Non-Linear High Priority Source, or a Private High Priority Source that designation cannot be changed without review and approval by Plaintiffs.

iii. For Linear High Priority Sources, the City does not need to exceed the feet of Sewer Main Rehabilitation per year required by Paragraph 54(a) to do the Work indicated by EBMUD's notice(s).

iv. The length of the Collection System Rehabilitated pursuant to subparagraph 58(a)(i) may be counted towards the City's Sewer Main Rehabilitation

requirement in Paragraph 54(a).

v. All other Inflow and Rapid Infiltration sources in the Collection System not identified by EBMUD as High Priority Sources shall be incorporated into the City's Capital Improvement Plan, within twenty-four (24) months from the date EBMUD provides notification to the City, in order to eliminate the sources of Inflow and Rapid Infiltration in the Collection System as expeditiously as possible.

b. Private High Priority Sources.

i. For all sources that are identified by the City as Private High Priority Sources, the City shall within the twenty-four (24) months from EBMUD's notification:

(a) Notify the owner of the Private High Priority Source, with an identification of the physical location of the source and provide a description of the source and the defect; and

(b) Initiate all necessary administrative, civil, or criminal enforcement action(s) to eliminate the Private High Priority Source.

ii. The twenty-four (24) month deadline is not applicable if the owner of the Private High Priority Source is the State or federal government or a Public Entity other than the City. In such a case, the City shall notify the State or federal government or Public Entity of the identified Private High Priority Source, copying Plaintiffs, EBMUD, and the Intervenors on each such notice.

iii. For all other sources of Inflow and Rapid Infiltration (including illicit connections) not in the Collection System, the City shall notify property owners of sources of Inflow and Rapid Infiltration (including illicit connections), within 90 Days of confirming the identified sources and initiate all necessary administrative enforcement action(s) to eliminate the sources, including disconnection of all illicit connections, as expeditiously as possible.

59. EBMUD Modeling. To facilitate EBMUD's performance of its obligations under the "Flow

Model Calibration Plan Preparation" and "Flow Model Calibration Plan Implementation" paragraphs of the EBMUD Work, Section VII, the City shall provide, by May 1st of 2022 and 2030 – and by July 15 of each other Year – information or data necessary to implement the Flow Model Calibration Plan, such as: (a) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and length of specific reaches of Rehabilitated Sewer Mains; (b) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and type of corrected Inflow and Rapid Infiltration sources; (c) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), any operational or physical changes in the Satellite's Collection System; and (d) for agencies not participating in the Regional Sewer Lateral Program, for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and address of all Sewer Laterals Repaired or Rehabilitated. In all Years, any flow data or rainfall data collected between April 15 of the prior Year and April 15 of the current Year shall be provided by July 15. For any data provided to EBMUD, the City shall also provide information on any known limitations of such data. The City shall not be required to provide any analysis of, or attorney work product related to, the information or data provided under this Paragraph.

C. SSO WORK

60. The City of Albany shall continue to Repair Acute Defects as soon as possible, but no later than within one Year of identification.

61. The City of Albany shall clean its entire Collection System once every five (5) Fiscal Years (cumulatively totaling at least 33,264 feet of Sewer Main per Fiscal Year), and control roots as necessary in locations where roots are encountered. Sewer Mains that are greater than 15 inches in diameter may be cleaned based on condition assessment, which shall, at a minimum, take into consideration any information concerning the accumulation of FOG, sediment, and debris derived from CCTV inspection or cleaning history.

62. The City of Albany shall continue to implement the hot spot cleaning program set forth in its

AMIP.

X. WORK – CITY OF BERKELEY

A. IMPLEMENTATION OF EXISTING PROGRAM AND IMPROVEMENTS

63. On May 14, 2013, after consultation with the Regional Water Board, EPA conditionally approved the City of Berkeley's AMIP. For the duration of the Consent Decree, the City shall implement the programs set forth in its SSMP and AMIP for controlling SSOs and reducing I&I. In addition, the City shall implement the Work set forth in this Section to accomplish the goal of eliminating SSOs and further reduce I&I. The City shall revise its AMIP as necessary, so that it is consistent with the requirements of this Section, and to ensure that Repair and Rehabilitation projects continue to be adequately identified and planned for.

B. I&I REDUCTION WORK

64. Sewer Main and Maintenance Hole Rehabilitation

a. For twelve (12) Fiscal Years after the Effective Date, or until completion of the linear feet identified in Appendix E, the City of Berkeley shall pursue Collection System Rehabilitation at an average annual rate of no less than 1.6 percent of total feet of Sewer Mains (a cumulative total of at least 22,120 feet of Sewer Mains per Fiscal Year), based on a three-Fiscal Year rolling average, with the first average calculated after three complete Fiscal Years. If the City seeks to perform alternative Work, the City must submit a request to Plaintiffs for review and approval that identifies the alternative Work that has been performed, or is proposed to be performed, and a demonstration, with a concurrence from EBMUD, that the alternative Work will achieve an amount of I&I reduction that is equal to or greater than the reduction that will be achieved from the number of feet set forth in Appendix E. The City and Plaintiffs may at their discretion, and only if the parties agree, utilize a third party, including but not limited to EBMUD, to assist in any issues that may arise in reviewing the City's request. If the City so demonstrates, and EBMUD concurs, that alternative Work, that has been performed or is proposed to be performed, will achieve an

amount of I&I reduction that is equal to or greater than the reduction that will be achieved from the number of feet set forth in Appendix E, the Plaintiffs may agree to the proposed alternative Work as a non-material modification to this Consent Decree. The Plaintiffs' decision as to whether to agree to the proposed alternative Work shall not be subject to formal dispute resolution, but shall be subject to informal dispute resolution under Paragraph 203. When the City Rehabilitates a Sewer Main, it shall also Rehabilitate, as needed, all Maintenance Holes associated with that Sewer Main and ensure that abandoned Sewer Laterals are not connected to that Sewer Main. The City shall consider the findings of the EBMUD RTSP described in EBMUD Work Section VII.B associated with Inflow and Rapid Infiltration when planning and scheduling Collection System Repair and Rehabilitation projects pursuant to this Paragraph, including, but not limited to, focusing Repair and Rehabilitation in areas of the Collection System with high peak wet weather flows, and shall update its Capital Improvement Plan accordingly.

b. By June 30, 2020, the City of Berkeley shall complete the program it began in 2011 of inspecting (using CCTV or other equally effective method) and assessing the condition of its Sewer Mains that are more than ten (10) Calendar Years old and not scheduled for rehabilitation in the next ten (10) Calendar Years. This program shall proceed at an annual rate of no less than 10 percent of such Sewer Mains (no less than 79,200 feet of Sewer Mains per Fiscal Year) based on a three-Fiscal Year rolling average with the first average calculated after three complete Fiscal Years. Thereafter, inspection and condition assessment for any specific pipe will be based on the previous inspection and condition assessment result, including the consideration of existing information (such as prior Sewer Main CCTV inspections, sewer line cleaning results, SSO incidence, information concerning soil movement including location in areas of known soil instability as shown on the City's hazard map (attached as Appendix F), Sewer Main construction material, and/or information suggesting Sewer Main corrosion risk) that indicates which Sewer Mains are at most critical risk of being in defective condition that could cause SSOs, especially SSOs to waters from

Sewer Mains located adjacent to waterways. In no case, however, shall the City allow more than 20 years to elapse between CCTV inspection of any given Sewer Main. When the City inspects a Sewer Main, it shall also inspect all Maintenance Holes associated with that Sewer Main.

c. The City shall work with the other Defendants to create Regional Standards for sewer installation, Rehabilitation, and Repair and participate in submitting a group report of the recommended Regional Standards for EPA's review and approval by June 30, 2016, and for review, every five years thereafter.

65. Upper Sewer Lateral Inspection and Repair or Rehabilitation

a. The City of Berkeley has enacted a Local Ordinance, and EPA has approved its No Less Stringent Application pursuant to procedures outlined in the Satellites SO and the EBMUD SO. The City has proposed to EBMUD an amended Local Ordinance intended to achieve the requirements of the Consent Decree, which is hereby approved. For the duration of the Consent Decree, the City's Local Ordinance shall be no less stringent than the EBMUD Regional Ordinance.

b. The City shall implement its amended Local Ordinance and ensure property owners comply with the Local Ordinance. The City shall continue to implement a building permit process that requires permittees to submit Compliance Certificates before being issued a building permit, and shall annually document, in spreadsheet format, the building permits issued, and whether a Compliance Certificate was submitted prior to issuance of the permit.

c. The City agrees to inspect and Repair or Rehabilitate, as necessary, all Upper Sewer Laterals owned by the City of Berkeley within a period of 10 Calendar Years from the Effective Date.

d. In the event that the City identifies an Upper Sewer Lateral owned by a Public Entity, or the State or federal government, that is a public nuisance under Berkeley Municipal Code Section 17.24.050, it shall report the address of the property and the name

of the owner to the Plaintiffs as part of its Annual Report and provide a description of the Upper Sewer Lateral defect.

66. Upper Sewer Laterals

a. Within 90 Days of the Effective Date, the City of Berkeley shall submit a report for EPA's review and comment on the number of Compliance Certificates issued under its Local Ordinance each Fiscal or Calendar Year since its inception in 2006, an evaluation of the City's annual certification rates, and a discussion of improvements to its Local Ordinance or implementation program that could increase the number of Upper Sewer Laterals that are certified per Fiscal Year.

b. Within 90 Days of identifying an Upper Sewer Lateral as defective, the City of Berkeley shall notify the affected owner in writing. The notice shall provide the owner with all information necessary for prompt correction of the defect, including a list of sewer contractors used by the City who have agreed to do work on Sewer Laterals, strategies to find reputable sewer contractors and information about how to apply for any grant or loan programs for which the owner may be eligible. The notice shall also provide a discussion of the environmental and legal consequences of failing to correct the defect.

c. The City of Berkeley shall assist EBMUD in the development, pursuant to Paragraph 32 above, of an education and outreach program designed to encourage Upper Sewer Lateral owners to inspect and, if necessary, Repair or Rehabilitate Upper Sewer Laterals before owners are required to under the Local Ordinance.

67. Lower Laterals

a. For the duration of this Consent Decree, the City of Berkeley shall continue to Rehabilitate all active Lower Laterals whenever it Rehabilitates an associated Sewer Main.

b. If Lower Laterals in a particular area of the Collection System are a potential source of excessive I&I, the City of Berkeley shall include such considerations in its planning and scheduling of Collection System Rehabilitation projects pursuant to Paragraph

64(a).

c. When an event occurs that triggers inspection or testing of an Upper Sewer Lateral under the City's Local Ordinance (BMC Chapter 17.24), the City of Berkeley shall take one of the following actions with respect to the corresponding Lower Sewer Lateral:

i. In areas where the Sewer Main and Lower Laterals have been replaced since 1986 pursuant to the Sewer System Evaluation Study completed in 1985 by CDM Jordan/Montgomery which was prepared in response to Order No. 86-17 issued by the California Regional Water Quality Control Board, San Francisco Bay Region, and implementing plans adopted by the City of Berkeley, no action need be taken solely as a result of the triggering event.

ii. In all other areas of the City of Berkeley, the City shall inspect the corresponding Lower Lateral within 30 Days of notice of the triggering event. The results of such inspections shall be used in planning and scheduling Sewer Main Rehabilitation as set forth in Paragraph 64(a).

68. Inflow and Rapid Infiltration Identification and Reduction. On December 7, 2010, after consultation with the Regional Water Board, EPA approved the City of Berkeley's Inflow Identification and Reduction Plan. In lieu of further implementation of the Inflow identification portions of the Plan, the City shall cooperate with EBMUD's implementation of the RTSP. The City shall continue to implement the Inflow reduction portions of the Plan, with revisions as needed to ensure that the Plan specifies that:

a. The City of Berkeley shall eliminate sources of Inflow and Rapid Infiltration in the Collection System identified through the RTSP as follows:

i. The City shall eliminate High Priority Sources within twenty-four (24) months of the December 31st formal notification, except as further described below, or if Plaintiffs grant a requested time extension. A time extension request shall include an explanation for why the City cannot eliminate the High Priority Source within twenty-four (24) months and an explanation for why the specific

additional time that is being requested by the Satellite is appropriate. Time extensions pursuant to this subparagraph may be considered non-material modifications to this Consent Decree. If the City disagrees with EBMUD whether a particular source is a High Priority Source, it shall meet and confer with EBMUD within 45 Days of receiving EBMUD's notification to resolve the matter between the two entities.

ii. The City shall identify the category of each High Priority Source as a Linear High Priority Source, a Non-Linear High Priority Source, or a Private High Priority Source. The City shall summarize the categorization of its High Priority Sources each Year in its Annual Report as described in the "ANNUAL REPORTING REQUIREMENTS" Section. Once the City has identified a source of Inflow and Rapid Infiltration as a Linear High Priority Source, a Non-Linear High Priority Source, or a Private High Priority Source that designation cannot be changed without review and approval by Plaintiffs.

iii. For Linear High Priority Sources, the City does not need to exceed the feet of Sewer Main Rehabilitation per year required by Paragraph 64(a) to do the Work indicated by EBMUD's notice(s).

iv. The length of the Collection System Rehabilitated pursuant to subparagraph 68(a)(i) may be counted towards the City's Sewer Main Rehabilitation requirement in Paragraph 64(a).

v. All other Inflow and Rapid Infiltration sources in the Collection System not identified by EBMUD as a High Priority Source shall be incorporated into the City's Capital Improvement Plan, within twenty-four (24) months from the date EBMUD provides notification to the City, in order to eliminate the sources of Inflow and Rapid Infiltration in the Collection System as expeditiously as possible.

b. Private High Priority Sources.

i. For all sources that are identified by the City as Private High Priority

Sources, the City shall within the twenty-four (24) months from EBMUD's notification:

(a) Notify the owner of the Private High Priority Source, with an identification of the physical location of the source and provide a description of the source and the defect; and

(b) Initiate all necessary administrative, civil, or criminal enforcement action(s) to eliminate the Private High Priority Source.

ii. The twenty-four (24) month deadline is not applicable if the owner of the Private High Priority Source is the State or federal government or a Public Entity other than the City. In such a case, the City shall notify the State or federal government or Public Entity of the identified Private High Priority Source, copying Plaintiffs, EBMUD, and the Intervenors on each such notice.

iii. For all other sources of Inflow and Rapid Infiltration (including illicit connections) not in the Collection System, the City shall notify property owners of sources of Inflow and Rapid Infiltration (including illicit connections), within 90 Days of confirming the identified sources and initiate all necessary administrative enforcement action(s) to eliminate the sources, including disconnection of all illicit connections, as expeditiously as possible.

69. EBMUD Modeling. To facilitate EBMUD's performance of its obligations under the "Flow Model Calibration Plan Preparation" and "Flow Model Calibration Plan Implementation" paragraphs of the EBMUD Work, Section VII, the City shall provide, by May 1st of 2022 and 2030 – and by July 15 of each other Year – information or data necessary to implement the Flow Model Calibration Plan, such as: (a) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and length of specific reaches of Rehabilitated Sewer Mains; (b) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and type of corrected Inflow and Rapid Infiltration sources; (c) for the prior Calendar Year in 2022 and 2030 (for other years for the

prior Fiscal Year), any operational or physical changes in the Satellite's Collection System; and (d) for agencies not participating in the Regional Sewer Lateral Program, for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and address of all Sewer Laterals Repaired or Rehabilitated. In all Years, any flow data or rainfall data collected between April 15 of the prior Year and April 15 of the current Year shall be provided by July 15. For any data provided to EBMUD, the City shall also provide information on any known limitations of such data. The City shall not be required to provide any analysis of, or attorney work product related to, the information or data provided under this Paragraph.

C. SSO WORK

70. The City of Berkeley shall continue to Repair Acute Defects as soon as possible, but no later than within one Year of identification.

71. The City of Berkeley shall complete the cleaning of its entire Collection System, which began in 2010, by December 31, 2015. Thereafter, the City shall clean at least 269,280 unique and hot spot (i.e., repeat) feet of Sewer Main per Fiscal Year on a three-Fiscal Year rolling average, with the first average calculated after three complete Fiscal Years. The City will determine the appropriate combination of unique and hot spot feet cleaned as long as a cumulative total of 269,280 feet of Sewer Main is cleaned each Fiscal Year. Sewer Mains that are greater than 15 inches in diameter may be cleaned based on condition assessment, which shall, at a minimum, take into consideration any information concerning the accumulation of FOG, sediment, and debris derived from CCTV inspection or cleaning history. The City of Berkeley shall continue to implement the hot spot cleaning program set forth in its AMIP.

XI. WORK – CITY OF EMERYVILLE

A. IMPLEMENTATION OF EXISTING PROGRAM AND IMPROVEMENTS

72. On May 13, 2013, after consultation with the Regional Water Board, EPA conditionally approved the City of Emeryville's AMIP. For the duration of the Consent Decree, the City

shall implement the programs set forth in its SSMP and AMIP for controlling SSOs and reducing I&I. In addition, the City shall implement the Work set forth in this Section to accomplish the goal of eliminating SSOs and further reduce I&I. The City shall revise its AMIP as necessary, so that it is consistent with the requirements of this Section, and to ensure that Repair and Rehabilitation projects continue to be adequately identified and planned for.

B. I&I REDUCTION WORK

73. Sewer Main and Maintenance Hole Rehabilitation

a. The City of Emeryville shall implement the Collection System Rehabilitation program identified in the AMIP, which includes the complete Rehabilitation of approximately 6,300 linear feet by June 30, 2015, and the Repair of approximately 35 discrete defects by June 30, 2017. When the City Rehabilitates a Sewer Main, it shall also Rehabilitate, as needed, all Maintenance Holes associated with that Sewer Main and ensure that abandoned Sewer Laterals are not connected to that Sewer Main. After the Sewer Main Rehabilitation identified in the AMIP has been completed, the City shall continue to Repair or Rehabilitate its Collection System based on condition assessment in order to maintain the Collection System and the I&I reductions achieved from prior Repair and Rehabilitation. The City shall consider the findings of the EBMUD RTSP described in EBMUD Work Section VII.B associated with Inflow and Rapid Infiltration when planning and scheduling Collection System Repair and Rehabilitation projects pursuant to this Paragraph, including, but not limited to, focusing Repair and Rehabilitation in areas of the Collection System with high peak wet weather flows, and shall update its Capital Improvement Plan accordingly.

b. For the duration of this Consent Decree, the City of Emeryville shall perform CCTV inspection and document condition assessment of all Sewer Mains in the Collection System on a ten (10) Fiscal Year cycle. The next round of CCTV inspection of the entire Collection System shall be completed by June 30, 2022. When the City inspects a Sewer Main, it shall also inspect all Maintenance Holes associated with that Sewer Main.

c. The City shall work with the other Defendants to create Regional Standards for sewer installation, Rehabilitation, and Repair and participate in submitting a group report on the recommended Regional Standards for EPA's review and approval by June 30, 2016, and for review, every five years thereafter.

74. Regional Sewer Lateral Program

a. On October 15, 2010, the City of Emeryville asked to participate in the Regional Sewer Lateral Program. On March 1, 2011, EPA approved the City's request to participate in the EBMUD Program, and the City has been cooperating with EBMUD in the implementation of that Program since that time.

b. The City of Emeryville shall cooperate with EBMUD in the administration of the Amended Regional Ordinance pursuant to the terms of the agreement between EBMUD and Regional Sewer Lateral Program Participants. At a minimum, the City shall include as part of its application process for building permits and approvals a requirement that the applicant submit a valid Compliance Certificate.

c. The City of Emeryville shall provide to EBMUD the information required by and at the frequency determined necessary by EBMUD for implementation of the Regional Sewer Lateral Program. The information shall be in spreadsheet format and shall include documentation of building permits that meet the remodel trigger in the Amended Regional Ordinance. The information shall summarize the building permits issued, the status of the building permit (i.e., when or if the building permit has been finalized), and whether a Compliance Certificate for the Sewer Lateral was obtained prior to finalizing the building permit.

d. The City agrees to inspect and Repair or Rehabilitate, as necessary, all Upper Sewer Laterals owned by the City of Emeryville within a period of 10 Calendar Years from the Effective Date.

e. In the event that the City identifies a property owned by a Public Entity or the State or federal government that has an identified defective Upper Sewer Lateral, the City

shall report the address of the property and the name of the owner to the Plaintiffs as part of its Annual Report, and provide a description of the Sewer Lateral defect.

75. Sewer Laterals

a. Within 90 Days of identifying a Sewer Lateral as defective, the City of Emeryville shall notify the affected owner in writing. The notice shall provide the owner with all information necessary for prompt correction of the defect, and information about how to apply for any grant or loan programs for which the owner may be eligible. The notice shall also provide a discussion of the environmental and legal consequences of failing to correct the defect.

b. The City of Emeryville shall assist EBMUD in the development, pursuant to Paragraph 32 above, of an education and outreach program designed to encourage Sewer Lateral owners to inspect and, if necessary, Repair or Rehabilitate Sewer Laterals before owners are required to under the Regional or Local Ordinances.

c. For the duration of the Consent Decree, the City of Emeryville shall continue its existing practice of, when Rehabilitating Sewer Mains, evaluating the condition of Lower Laterals connected to those Sewer Mains and Repairing or Rehabilitating defective Lower Sewer Laterals.

d. On May 3, 2011, the City of Emeryville enacted an ordinance that requires a property owner to show proof that the Sewer Lateral meets performance standards by obtaining (or already holding) a valid Compliance Certificate upon transfer of title of the property, prior to obtaining any building permit authorizing construction or remodel of the property at a cost valuation in excess of $100,000, and prior to obtaining approval from EBMUD for a change in the size of the owner's water service. This ordinance is designed to extend the application of the Regional Ordinance to Lower Sewer Laterals, and Compliance Certificates issued by EBMUD under the Regional Ordinance for properties in Emeryville shall include both the Upper Sewer Lateral and Lower Sewer Lateral. No later than 120 Days after EBMUD amends its Regional Ordinance as required in Paragraph 20 above, the

City of Emeryville shall enact amendments to its Local Ordinance sufficient to extend the application of the Amended Regional Ordinance to Lower Sewer Laterals.

76. Inflow and Rapid Infiltration Identification and Reduction. On March 1, 2011, after consultation with the Regional Water Board, EPA approved the City of Emeryville's Inflow Identification and Reduction Plan as part of its AMIP. In lieu of further implementation of the Inflow identification portions of the Plan, the City shall cooperate with EBMUD's implementation of the RTSP. The City shall continue to implement the Inflow reduction portions of the AMIP, with revisions as needed to ensure that the AMIP specifies that:

a. The City of Emeryville shall eliminate sources of Inflow and Rapid Infiltration in the Collection System identified through the RTSP as follows:

i. The City shall eliminate High Priority Sources within twenty-four (24) months of the December 31st formal notification, except as further described below, or if Plaintiffs grant a requested time extension. A time extension request shall include an explanation for why the City cannot eliminate the High Priority Source within twenty-four (24) months and an explanation for why the specific additional time that is being requested by the Satellite is appropriate. Time extensions pursuant to this subparagraph may be considered non-material modifications to this Consent Decree. If the City disagrees with EBMUD whether a particular source is a High Priority Source, it shall meet and confer with EBMUD within 45 Days of receiving EBMUD's notification to resolve the matter between the two entities.

ii. The City shall determine whether a High Priority Source is a Private High Priority Source or not. The City shall summarize the categorization of its High Priority Sources each Year in its Annual Report as described in the "ANNUAL REPORTING REQUIREMENTS" Section. Once the City has identified a source of Inflow and Rapid Infiltration as a Private High Priority Source that designation cannot be changed without review and approval by Plaintiffs.

iii. All other Inflow and Rapid Infiltration sources in the Collection System not identified by EBMUD as High Priority Sources shall be incorporated into the City's Capital Improvement Plan, within twenty-four (24) months from the date EBMUD provides notification to the City, in order to eliminate the sources of Inflow and Rapid Infiltration in the Collection System as expeditiously as possible.

b. Private High Priority Sources.

i. For all sources that are identified by EBMUD as Private High Priority Sources, the City shall within the twenty-four (24) months from EBMUD's notification:

(a) Notify the owner of the Private High Priority Source, with an identification of the physical location of the source and provide a description of the source and the defect; and

(b) Initiate all necessary administrative, civil, or criminal enforcement action(s) to eliminate the Private High Priority Source.

ii. The twenty-four (24) month deadline is not applicable if the owner of the Private High Priority Source is the State or federal government or a Public Entity other than the City. In such a case, the City shall notify the State or federal government or Public Entity of the identified Private High Priority Source, copying Plaintiffs, EBMUD, and the Intervenors on each such notice.

iii. For all other sources of Inflow and Rapid Infiltration (including illicit connections) not in the Collection System, the City shall notify property owners of sources of Inflow and Rapid Infiltration (including illicit connections), within 90 Days of confirming the identified sources and initiate all necessary administrative enforcement action(s) to eliminate the sources, including disconnection of all illicit connections, as expeditiously as possible.

77. EBMUD Modeling. To facilitate EBMUD's performance of its obligations under the "Flow Model Calibration Plan Preparation" and "Flow Model Calibration Plan Implementation"

paragraphs of the EBMUD Work, Section VII, the City shall provide, by May 1st of 2022 and 2030 – and by July 15 of each other Year – information or data necessary to implement the Flow Model Calibration Plan, such as: (a) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and length of specific reaches of Rehabilitated Sewer Mains; (b) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and type of corrected Inflow and Rapid Infiltration sources; (c) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), any operational or physical changes in the Satellite's Collection System; and (d) for agencies not participating in the Regional Sewer Lateral Program, for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and address of all Sewer Laterals Repaired or Rehabilitated. In all Years, any flow data or rainfall data collected between April 15 of the prior Year and April 15 of the current Year shall be provided by July 15. For any data provided to EBMUD, the City shall also provide information on any known limitations of such data. The City shall not be required to provide any analysis of, or attorney work product related to, the information or data provided under this Paragraph.

C. SSO WORK

78. The City of Emeryville shall continue to Repair Acute Defects as soon as possible, but no later than within one Year of identification.

79. The City of Emeryville completed the cleaning of its entire collection system in 2012.

a. The City of Emeryville shall clean all trunk sewers designated by ID prefixes: 20-000, 21-000 and 22-000 in the Collection System every five (5) Fiscal Years starting July 1, 2017.

b. The City of Emeryville shall clean all other sewers in the Collection System every ten (10) Fiscal Years starting July 1, 2022.

80. The City of Emeryville shall continue to implement the hot spot cleaning program set forth in its AMIP.

XII. WORK – CITY OF OAKLAND

A. IMPLEMENTATION OF EXISTING PROGRAM AND IMPROVEMENTS

81. On December 28, 2012, after consultation with the Regional Water Board, EPA conditionally approved the City of Oakland's AMIP. For the duration of the Consent Decree, the City shall implement the programs set forth in its SSMP and AMIP for controlling SSOs and reducing I&I. The City shall implement the Work set forth in this Section to accomplish the goal of eliminating SSOs and further reduce I&I. The City shall revise its AMIP as necessary, so that it is consistent with the requirements of this Section, and to ensure that Repair and Rehabilitation projects continue to be adequately identified and planned for.

B. I&I REDUCTION WORK

82. Work Under Regional Water Board Cease and Desist Order. The City of Oakland is subject to the Regional Water Board's Cease and Desist Order No. 93-134, as amended by Order No. R2-2009-0087 ("Oakland CDO"). The Oakland CDO requires specified sewer projects to be completed by June 30, 2014, to reduce I&I. In addition, the CDO requires the City of Oakland to spend $2,500,000 per Fiscal Year for the next five (5) Fiscal Years. After the Effective Date of this Consent Decree, the staff of the Regional Water Board will bring to the Regional Water Board for consideration an order ("Rescission Order") to rescind the Oakland CDO and allow the remaining Oakland CDO work to be completed under the terms of this Consent Decree. If the City is not in compliance with the Oakland CDO, the Regional Water Board staff may defer bringing the Rescission Order to the Board until such time as the City is in compliance. If the Regional Water Board does not adopt the Rescission Order, the City of Oakland shall continue to comply with the Oakland CDO. In either case, the money spent under the CDO shall be part of the Sewer Main Rehabilitation discussed in Paragraph 83(a), below.

83. Sewer Main and Maintenance Hole Rehabilitation.

    a. Between January 1, 2014 and June 30, 2016, the City of Oakland shall

rehabilitate 158,400 feet of Sewer Main. Beginning on July 1, 2016, the City of Oakland shall complete, by the end of each Fiscal Year, Rehabilitation of no less than 63,360 feet of Sewer Main as identified in Appendix E based on a cumulative total (i.e., 221,760 feet by June 30, 2017; 285,120 feet by June 30, 2018; 348,480 feet by June 30, 2019; etc.) for the duration of the Consent Decree. When the City rehabilitates a Sewer Main, it shall also Rehabilitate, as needed, all Maintenance Holes associated with the Sewer Main and ensure that abandoned Sewer Laterals are not connected to that Sewer Main.

i. Effective July 1, 2016, the City shall prioritize those Sewer Mains for Rehabilitation that are located within the Sub-Basins specified in Appendix H. The City may modify Appendix H by substituting alternative Sub-Basins or portions of Sub-Basins in order to increase the rate of I&I reduction, if the total feet of Sewer Mains to be Rehabilitated in Appendix E is not reduced and the City receives written concurrence from EBMUD prior to the modification. Such a modification of Appendix H may be considered a non-material modification to this Consent Decree.

ii Any Sewer Main Rehabilitation done after July 1, 2016, in accordance with requirements of paragraphs 82, 83, 87 or 91, and located in the Sub-Basins identified in Appendix H, shall count toward the requirements of this paragraph 83(a).

iii. If all Sewer Mains in the Sub-Basins in Appendix H are Rehabilitated before the end of this Consent Decree, the City shall continue Sewer Main Rehabilitation pursuant to Paragraph 83(a) until it completes Rehabilitation of the total feet of Sewer Mains identified in Appendix E (i.e., 1,393,920 feet).

b. Additional 5,280 Feet of Sewer Main Rehabilitation. In addition to the Work required under Paragraph 83(a), beginning on July 1, 2014, the City shall complete, by the end of each Fiscal Year, Rehabilitation of no less than 5,280 feet of Sewer Main, anywhere within the City's Collection System, based on a cumulative total (i.e., 5,280 feet by June 30, 2015; 10,560 feet by June 30, 2016; 15,840 feet by June 30, 2017; etc.) for the duration of

the Consent Decree.

c. For the duration of this Consent Decree, the City of Oakland shall inspect, using CCTV or other equally effective methods, and document condition assessment of, its Collection System at an annual rate of no less than 10 percent of its Sewer Mains per Fiscal Year (at least 485,760 feet of Sewer Mains per Fiscal Year) on a cumulative basis (i.e., 242,880 feet by June 30, 2014; 728,640 feet by June 30, 2015; 1,214,400 feet by June 30, 2016; etc.). When the City inspects a Sewer Main, it shall also inspect all Maintenance Holes associated with that Sewer Main.

d. The City shall work with the other Defendants to create Regional Standards for sewer installation, Rehabilitation, and Repair and participate in submitting a group report of the recommended Regional Standards for EPA's review and approval by June 30, 2016, and for review, every five years thereafter.

84. Sewer Lateral Inspection and Repair or Rehabilitation Program

a. On July 28, 2011, EPA approved the City's request to participate in the EBMUD Regional Sewer Lateral Program beginning January 16, 2012. The City has been cooperating with EBMUD in the implementation of that program since that time.

b. The City of Oakland shall cooperate with EBMUD in the administration of the Regional Sewer Lateral Program pursuant to the terms of the agreement among Defendants. At a minimum, the City shall include as part of its application process for building permits and approvals for construction or remodeling projects in excess of $100,000 a requirement that the applicant submit a valid Compliance Certificate.

c. The City of Oakland shall continue providing to EBMUD the information required by and at the frequency reasonably determined necessary by EBMUD for implementation of the Regional Ordinance program. The City of Oakland has implemented a building permit process that requires permittees to submit Compliance Certificates before being issued certificates of occupancy for construction or remodeling projects in excess of $100,000. The City, to satisfy the requirements of this subparagraph, shall document, in

spreadsheet format, the building permits issued during the Fiscal Year, the certificates of occupancy issued, and whether a Compliance Certificate was submitted prior to issuance of the certificate(s) of occupancy.

d. The City agrees to inspect and Repair or Rehabilitate, as necessary, all Sewer Laterals owned by the City of Oakland identified in Appendix H.1 within a period of ten (10) Calendar Years from the Effective Date.

e. In the event that the City identifies a property owned by a Public Entity or the State or federal government that has an identified defective Sewer Lateral, the City shall report the address of the property and the name of the owner to the Plaintiffs as part of its Annual Report, and provide a description of the Sewer Lateral defect.

85. Sewer Laterals

a. Within 90 Days of identifying a Sewer Lateral as defective the City of Oakland shall notify the affected owner in writing. The notice shall provide the owner with all information necessary for prompt correction of the defect, including a list of contractors, and information about how to apply for any grant or loan programs for which the owner may be eligible. The notice shall also provide a discussion of the environmental and legal consequences of failing to correct the defect.

b. The City of Oakland shall assist EBMUD in the development, pursuant to Paragraph 32 above, of an education and outreach program encouraging Sewer Lateral owners to inspect and, if necessary, Repair or Rehabilitate Sewer Laterals before owners are required to under the Regional or Local Ordinances.

86. Lower Laterals

a. The City of Oakland shall continue its existing practice of, when Rehabilitating Sewer Mains, evaluating the condition of Lower Laterals connected to those Sewer Mains and Rehabilitating or requiring Rehabilitation of defective Lower Laterals.

b. If Lower Laterals in a particular area of the Collection System are a potential source of excessive I&I, the City of Oakland shall include such considerations in its

planning and scheduling of Collection System Rehabilitation.

87. Inflow and Rapid Infiltration Identification and Reduction. On March 1, 2011, after consultation with the Regional Water Board, EPA approved the City of Oakland's Inflow Identification and Reduction Plan (IIRP). The IIRP was subsequently included in the City's AMIP. In lieu of further implementation of the Inflow identification portions of the IIRP, the City shall cooperate with EBMUD's implementation of the RTSP. The City shall continue to implement the AMIP, with revisions as needed to ensure conformity with this Paragraph. The City of Oakland shall eliminate all sources of Inflow and Rapid Infiltration in the Collection System identified through the RTSP as follows:

a. The City shall, at its sole discretion, determine which sources of Inflow and Rapid Infiltration are High Priority Sources and, by December 31st of each Year, the City shall submit a formal notification to Plaintiffs, with copies to all other Parties, that shall include:

i. A determination of which sources of Inflow and Rapid Infiltration, identified by EBMUD pursuant to Paragraph 28(b), that the City designated as High Priority Sources. This shall be in the form of a table that identifies a list of all of the sources of Inflow and Rapid Infiltration identified by EBMUD in that year and which of those sources have been designated by the City to be High Priority Sources;

ii. Identification by the City of the category of each designated High Priority Source as a Linear High Priority Source, a Non-Linear High Priority Source, or a Private High Priority Source. Once the City has designated a source of Inflow and Rapid Infiltration as a Linear High Priority Source, a Non-Linear High Priority Source, or a Private High Priority Source that designation cannot be changed without review and approval by Plaintiffs.

iii. The Non-Linear High Priority Source plan as described in Paragraph 87(d).

b. The City shall eliminate High Priority Sources within twenty-four (24)

months of the December 31st formal notification to Plaintiffs, except as further described below, or if Plaintiffs grant a requested time extension. A time extension request shall include an explanation for why the City cannot eliminate the High Priority Source within twenty-four (24) months and an explanation for why the specific additional time that is being requested is appropriate. Time extensions pursuant to this subparagraph may be considered non-material modifications to this Consent Decree.

c. Linear High Priority Sources

For Linear High Priority Sources, the City does not need to Rehabilitate more than 63,360 feet of Sewer Main in any Fiscal Year as required by Paragraph 83(a), or to Rehabilitate more than 5,280 feet of Sewer Main in any Fiscal Year as required by Paragraph 83(b), to comply with Paragraph 87(a).

d. Non-Linear High Priority Sources

i. As part of the December 31st formal notification described in Paragraph 87(a), above, the City shall submit a Non-Linear High Priority Source Plan, for Plaintiffs' review and comment, that contains:

A. A list of the Non-Linear High Priority Sources designated by the City and the estimated cost of the Work that is necessary to eliminate the designated Non-Linear High Priority Sources;

B. An explanation of why those sources of Inflow and Rapid Infiltration were determined by the City to be Non-Linear High Priority Sources;

C. A cumulative list of the Non-Linear High Priority Sources the City has designated and the date the City expects to complete the Work to eliminate each Non-Linear High Priority Source;

D. An explanation of how the elimination of the designated Non-Linear High Priority Source will help achieve an adequate reduction of Inflow and Rapid Infiltration to comply with the next

Mid-Course Check-In WWF Output Test or Compliance WWF Output Test under the Consent Decree; and

E. A showing of the City's substantial continuous improvement toward the necessary Inflow and Rapid Infiltration reductions as assumed by the Flow Model.

ii. The Non-Linear High Priority Source plan may address any source of Inflow and Rapid Infiltration identified by EBMUD, regardless of when it was identified.

iii. If the aggregate estimated cost to eliminate the Non-Linear High Priority Sources selected in a Fiscal Year equals or exceeds the costs in the table below, the City shall take actions to eliminate the Non-Linear High Priority Source(s) no later than the corresponding deadline in the table. The appropriate deadline shall begin on December 31st of each Year.

Aggregated Cost to Eliminate Non-Linear High Priority Sources	Deadline to Eliminate Non-Linear High Priority Sources (from December 31st)
Less than $3,000,000	24 months
$3,000,000 - $3,999,999	36 months
$4,000,000 - $5,000,000	48 months
Over $5,000,000	60 months

iv. As part of the Work required under Paragraph 87, the City shall give first priority to eliminating defects in Sub-Basins 80-011 and 80-111 of the City's Collection System.

e. Private High Priority Sources

i. For all sources that are designated by the City as Private High Priority Sources, the City shall within twenty-four (24) months of making the designation:

A. Notify the owner of the Private High Priority Source within 90 Days, with an identification of the physical location and a description of the source and the defect;

B. Notify the owner that they are responsible to eliminate said source; and

C. Initiate all necessary administrative, civil, or criminal enforcement action(s) to eliminate the Private High Priority Source.

ii. The twenty-four (24) month deadline is not applicable if the owner of the Private High Priority Source is the State or federal government or a Public Entity other than the City. In such a case, the City shall notify the State or federal government or Public Entity of the identified Private High Priority Source, copying Plaintiffs, EBMUD and the Intervenors on each such notice.

iii. For all other sources of private Inflow and Rapid Infiltration (including illicit connections) not in the Collection System, the City shall:

A. Notify the owner of the source within 90 Days, with an identification of the physical location and a description of the source and the defect; and

B. Initiate all necessary administrative enforcement action(s) to eliminate the source of Inflow and Rapid Infiltration (including illicit connections) not in the Collection System, as expeditiously as possible.

f. No presumption or inference shall arise, either positively or negatively, in arbitration or dispute resolution, from the fact a particular source of Inflow or Rapid Infiltration is identified by EBMUD pursuant to Paragraph 28(b), and is not designated by the City pursuant to Paragraphs 87(a)-(e) as a High Priority Source to be eliminated. This prohibition of presumption or inference does not limit Plaintiffs, an arbitrator, or the Court from concluding that such a source should be eliminated to achieve the Consent Decree's performance criteria.

88. EBMUD Modeling. To facilitate EBMUD's performance of its obligations under the "Flow Model Calibration Plan Preparation" and "Flow Model Calibration Plan Implementation"

paragraphs of the EBMUD Work, Section VII, the City shall provide, by May 1st of 2022 and 2030 – and by July 15 of each other Year – information or data necessary to implement the Flow Model Calibration Plan, such as: (a) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and length of specific reaches of Rehabilitated Sewer Mains; (b) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and type of corrected Inflow and Rapid Infiltration sources; (c) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), any operational or physical changes in the Satellite's Collection System; and (d) for agencies not participating in the Regional Sewer Lateral Program, for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and address of all Sewer Laterals Repaired or Rehabilitated. In all Years, any flow data or rainfall data collected between April 15 of the prior Year and April 15 of the current Year shall be provided by July 15. For any data provided to EBMUD, the City shall also provide information on any known limitations of such data. The City shall not be required to provide any analysis of, or attorney work product related to, the information or data provided under this Paragraph.

C. SSO WORK

89. On November 30, 2010, after consultation with the Regional Water Board, EPA approved the City of Oakland's Sanitary Sewer Overflow Response Plan, which was subsequently included in its AMIP. The City of Oakland shall continue to implement its AMIP. The City of Oakland shall continue to ensure that agency staff and responders are adequately trained to perform the procedures outlined in its AMIP, and to retain appropriate records and evaluate on a Fiscal Year basis agency staff's and responders' adherence to the AMIP as approved. In addition, the City of Oakland shall implement the following SSO elimination measures:

a. Capacity Assurance. The City of Oakland shall monitor the water level in Maintenance Holes at the following locations:

i. San Pablo at 60th Street

ii. San Pablo at 62nd Street

iii. Stanford Avenue at Gaskill Street

iv. 27th Street at Vernon Street

v. Harrison Street at 27th Avenue

vi. Grand Avenue at Harrison Street

vii. 19th Street at Jackson Street

viii. Park Boulevard at Spruce Street

ix. 18th Avenue at 4th Avenue

x. Maybelle Avenue at Masterson Street

xi. 76th Avenue at Garfield Avenue

xii. Trestle Glen at Creed Road.

b. In the event that the City at any of the locations in subparagraph 89(a): (i) experiences an SSO caused by lack of capacity; (ii) determines that the water level reaches within one (1) foot of the Maintenance Hole rim due to a lack of capacity, except during a rain event that is greater than the December 5, 1952 Storm; or (iii) has reason to believe a capacity related SSO is likely to occur, the City shall implement improvements to address the capacity deficiency within twenty-four (24) months of the SSO, the date when the water level reached within one (1) foot of the Maintenance Hole rim, or the event triggering the likelihood of an SSO. If the City has reason to believe an SSO is likely to occur, the City shall respond to prevent the SSO from occurring.

c. The City shall utilize a water level sensing device in order to determine the water levels in the Maintenance Holes in subparagraph 89(a). The water level sensing device shall monitor on a continuous basis and send an alarm when: (i) the water level reaches one (1) foot of the Maintenance Hole rim, triggering the Work requirements in subparagraph 89(b) and (ii) the water level reaches three (3) feet of the Maintenance Hole rim, in order to assist the City in preventing SSOs. The City shall make available to Plaintiffs, upon their

request, monitoring data gathered pursuant to this paragraph within fourteen (14) Days of such request.

d. Oakland shall ensure that any improvements completed pursuant to this Paragraph do not cause other capacity-related bottlenecks. Regardless of whether the City experiences an SSO in these locations, or believes an SSO is likely to occur, the City shall consider the potential capacity deficiency of these locations as a factor in prioritizing these lines in upcoming capital improvement projects. Assessment may be discontinued for any location where a Sewer Main is replaced by a larger capacity Sewer Main and the City assesses the location for at least two (2) Wet Weather Seasons following such replacement and there is no evidence of a potential capacity deficiency.

90. Sewer Main Inspection After SSO. In addition to the Sewer Main inspection requirements set forth in Paragraph 83(c) above (I&I Reduction Work), for any SSO caused by conditions in a Sewer Main, including FOG-related SSOs, the City of Oakland shall CCTV inspect immediately downstream of the SSO location for purposes of determining the cause of the SSO.

91. Acute Defects. The City of Oakland shall continue to Repair Acute Defects as soon as possible, but no later than within one Year of identification.

92. Sewer Main Cleaning

a. The City of Oakland shall complete the cleaning of its entire Collection System program, which began in 2010, by June 30, 2018. By June 30, 2014, the City will have cleaned 1,900,800 feet of Sewer Mains. Beginning July 1, 2014, the City shall clean its remaining Sewer Mains at the rate of 739,200 feet per Fiscal Year on a cumulative basis (i.e., 2,640,000 feet by June 30, 2015; 3,379,200 feet by June 30, 2016; etc.).

b. Beginning July 1, 2018, and for the duration of the Consent Decree, the City shall clean at least 971,520 feet of Sewer Main per Fiscal Year on a cumulative basis (i.e., 971,520 feet by June 30, 2019; 1,943,040 by June 30, 2020; etc.). The City will determine which sewers to clean as long as a cumulative total of 971,520 feet of Sewer Main is cleaned

each Fiscal Year. The cleaning frequency shall prevent the buildup of debris, roots, grease, or other material.

c. Large trunk lines fifteen (15) inches or greater in diameter may be cleaned based on the results of condition assessment, which shall, at a minimum, take into consideration any information concerning the accumulation of FOG and debris derived from CCTV inspection or cleaning history.

d. The City of Oakland shall revise its hot spot cleaning program to ensure that Sewer Mains with a history of SSOs or that are at risk for SSOs are included in the program. For inclusion in the program, the City shall consider risk factors such as pipe age, pipe size, materials of construction, pipe slope, known poor condition from CCTV inspection, food service establishments that may contribute to FOG-related SSOs, and excessive root intrusion/grease/debris accumulation observed during cleaning. To the extent that the City does not have this information, it shall collect it during cleaning and CCTV inspection, and record it in its GIS. The City shall also add a location to its hot spot list if more than one SSO occurs within a 3-Year period at that location. Hot spot locations shall be cleaned at least annually, or more frequently based on information from previous cleanings or inspections. If an additional SSO occurs in the 3-Year period following inclusion on the hot spot list, the frequency of cleaning shall be increased. If no SSOs occur in a 3-Year period, the City may remove the location from its hot spot list.

e. Root Cleaning. The City of Oakland shall treat Sewer Mains to control excessive roots in the Collection System for the duration of the Consent Decree. For the first three Fiscal Years, the City of Oakland shall treat a minimum rate of 264,000 feet of Sewer Mains per Fiscal Year on a cumulative basis (i.e., 264,000 feet by June 30, 2014; 528,000 feet by June 30, 2015; and 792,000 feet by June 30, 2016; etc.). By December 31, 2016, the City shall submit an evaluation of its root control program to EPA for review and approval. The evaluation shall consider the need to treat additional or fewer Sewer Mains to address results from cleaning and CCTV. The evaluation shall propose refinements to the City's root

control program in order to ensure excessive roots in the Collection System are controlled. The City of Oakland shall not treat less than 264,000 feet of Sewer Mains on a cumulative basis without approval from EPA, after consultation with the Regional Board. Any proposal to treat less than 264,000 feet of Sewer Mains shall be made in Oakland's Annual Report as a proposed modification to its AMIP. The proposal, if approved, shall be a non-material modification subject to the requirements of Section XXIX (Modification).

93. FOG Control. The City shall continue to work with EBMUD in the implementation of the EBMUD Regional Fats, Oils and Grease (FOG) Control Program, and coordinate EBMUD's FOG activities within the City. The City shall refer FOG-related SSOs or excessive buildup of grease to EBMUD for investigation. If a food service establishment is determined to be contributing to FOG-related SSOs and does not implement recommendations made by EBMUD, the City shall take actions necessary to ensure that the food service establishment adequately controls FOG.

94. Pump Station Performance and Assessment. On March 14, 2011, EPA approved the City Oakland's Pump Station Reliability Plan. The City shall complete improvements described in the Plan by October 15, 2022.

XIII. WORK – CITY OF PIEDMONT

A. IMPLEMENTATION OF EXISTING PROGRAM AND IMPROVEMENTS

95. On May 13, 2013, after consultation with the Regional Water Board, EPA conditionally approved the City of Piedmont's AMIP. For the duration of the Consent Decree, the City shall implement the programs set forth in its SSMP and AMIP for controlling SSOs and reducing I&I. In addition, the City shall implement the Work set forth in this Section to accomplish the goal of eliminating SSOs and further reduce I&I. The City shall revise its AMIP as necessary, so that it is consistent with the requirements of this Section, and to ensure that Repair and Rehabilitation projects continue to be adequately identified and planned for.

B. I&I REDUCTION WORK

96. Sewer Main and Manhole Rehabilitation

a. Since 1995, the City of Piedmont has Rehabilitated 66% (approximately 33.5 miles) of its Collection System. For the duration of this Consent Decree, the City of Piedmont shall continue to pursue Collection System Rehabilitation at an average rate of no less than 1.15 percent of total Sewer Main miles per Fiscal Year (at least 3,062 feet of Sewer Mains per Fiscal Year), based on a three-Fiscal Year rolling average, with the first average calculated after three complete Fiscal Years, until all Sewer Mains in Appendix E are Rehabilitated. Thereafter, the City shall continue to Rehabilitate its Collection System based on condition assessment in order to maintain the Collection System and the I&I reductions achieved from prior Repair and Rehabilitation. When the City Rehabilitates a Sewer Main, it shall also Rehabilitate, as needed, Manholes associated with that Sewer Main and ensure that abandoned Sewer Laterals are not connected to that Sewer Main. The City shall consider the findings of the EBMUD RTSP described in EBMUD Work, Section VII, associated with Inflow and Rapid Infiltration when planning and scheduling Collection System Repair and Rehabilitation projects pursuant to this Paragraph, including, but not limited to, focusing Repair and Rehabilitation in areas of the Collection System with high peak wet weather flows, and shall update its Capital Improvement Plan accordingly.

b. For the first ten (10) Fiscal Years of this Consent Decree, the City of Piedmont shall CCTV and document condition assessment of its Collection System at an annual rate of no less than 26,800 feet of Sewer Mains per Fiscal Year, based upon a three-Fiscal Year rolling average, with the first average calculated after three complete Fiscal Years. Thereafter, the next scheduled inspection for any specific pipe will be based on the previous inspection result and condition assessment, including the consideration of pipes that are believed to be critical (i.e., higher risk for SSOs or pipe failure), such as Sewer Mains located adjacent to waterways; however, no Sewer Main shall be inspected less frequently than every 20 Years. When the City inspects a Sewer Main, it shall also inspect all Manholes associated with that Sewer Main.

c. The City shall work with the other Defendants to create Regional Standards for sewer installation, Rehabilitation, and Repair and participate in submitting a group report of the recommended Regional Standards for EPA's review and approval by June 30, 2016, and for review, every five years thereafter.

97. Sewer Lateral Inspection and Repair or Rehabilitation Program

a. On October 15, 2010, the City of Piedmont asked to participate in the Regional Sewer Lateral Program. EBMUD approved the City's request to participate, and on March 9, 2011, the City adopted an ordinance formalizing the City's participation. The City has been cooperating with EBMUD in the implementation of that program since that time.

b. The City of Piedmont shall cooperate with EBMUD in the administration of the Regional Sewer Lateral Program pursuant to the terms of the agreement between EBMUD and the Regional Sewer Lateral Program Participants. At a minimum, the City shall include as part of its application process for building permits and approvals, a requirement that the applicant submit a valid Compliance Certificate.

c. The City of Piedmont shall provide to EBMUD the information required by and at the frequency determined necessary by EBMUD for implementation of the Regional Sewer Lateral Program. If the City implements a building permit process that requires permittees to submit Compliance Certificates before being issued certificates of occupancy, the City, to satisfy the requirements of this subparagraph, shall annually document, in spreadsheet format, the building permits issued, the certificates of occupancy issued, and whether a Compliance Certificate was submitted prior to issuance of the certificate of occupancy.

d. The City agrees to inspect and Repair or Rehabilitate, as necessary, all Upper Sewer Laterals owned by the City of Piedmont within a period of 10 Calendar Years from the Effective Date.

e. In the event that the City identifies a property owned by a Public Entity or the

State or federal government that has an identified defective Sewer Lateral, the City shall report the address of the property and the name of the owner to the Plaintiffs as part of its Annual Report, and provide a description of the Sewer Lateral defect.

98. Sewer Laterals

a. Within 90 Days of identifying a Sewer Lateral as defective, the City of Piedmont shall notify the affected owner in writing. The notice shall provide the owner with all information necessary for prompt correction of the defect, including a list of contractors, and information about how to apply for any grant or loan programs for which the owner may be eligible. The notice shall also provide a discussion of the environmental and legal consequences of failing to correct the defect.

b. The City of Piedmont shall assist EBMUD in the development, pursuant to Paragraph 32 above, of an education and outreach program designed to encourage Sewer Lateral owners to inspect and, if necessary, Repair or Rehabilitate Sewer Laterals before owners are required to under the Regional or Local Ordinances.

99. Lower Laterals. The City of Piedmont shall continue its existing practice of, when rehabilitating Sewer Mains, evaluating the condition of Lower Laterals connected to those Sewer Mains and Rehabilitating or requiring Rehabilitation of defective Lower Laterals.

100. Inflow and Rapid Infiltration Identification and Reduction. In 2010, after consultation with the Regional Water Board, EPA approved the City of Piedmont's Inflow Identification and Reduction Plan. In lieu of further implementation of the Inflow identification portions of the Plan, the City shall cooperate with EBMUD's implementation of the RTSP. The City shall continue to implement the Inflow reduction portions of the Plan, with revisions as needed to ensure that the Plan specifies that:

a. The City of Piedmont shall eliminate sources of Inflow and Rapid Infiltration in the Collection System identified through the RTSP as follows:

i. The City shall eliminate High Priority Sources within twenty-four (24) months of the December 31st formal notification, except as further described

below, or if Plaintiffs grant a requested time extension. A time extension request shall include an explanation for why the City cannot eliminate the High Priority Source within twenty-four (24) months and an explanation for why the specific additional time that is being requested by the Satellite is appropriate. Time extensions pursuant to this subparagraph may be considered non-material modifications to this Consent Decree. If the City disagrees with EBMUD whether a particular source is a High Priority Source, it shall meet and confer with EBMUD within 45 Days of receiving EBMUD's notification to resolve the matter between the two entities.

ii. The City shall identify the category of each High Priority Source as a Linear High Priority Source, a Non-Linear High Priority Source, or a Private High Priority Source. The City shall summarize the categorization of its High Priority Sources each Year in its Annual Report as described in the "ANNUAL REPORTING REQUIREMENTS" Section. Once the City has identified a source of Inflow and Rapid Infiltration as a Linear High Priority Source, a Non-Linear High Priority Source, or a Private High Priority Source that designation cannot be changed without review and approval by Plaintiffs.

iii. For Linear High Priority Sources, the City does not need to exceed the feet of Sewer Main Rehabilitation per year required by Paragraph 96(a) to do the Work indicated by EBMUD's notice(s).

iv. The length of the Collection System Rehabilitated pursuant to subparagraph 100(a)(i) may be counted towards the City's Sewer Main Rehabilitation requirement in Paragraph 96(a).

v. All other Inflow and Rapid Infiltration sources in the Collection System not identified by EBMUD as High Priority Sources shall be incorporated into the City's Capital Improvement Plan, within twenty-four (24) months from the date EBMUD provides notification to the City, in order to eliminate the sources of Inflow

and Rapid Infiltration in the Collection System as expeditiously as possible.

b. Private High Priority Sources

i. For all sources that are identified by the City as Private High Priority Sources, the City shall within the twenty-four (24) months from EBMUD's notification:

(a) Notify the owner of the Private High Priority Source, with an identification of the physical location of the source and provide a description of the source and the defect; and

(b) Initiate all necessary administrative, civil, or criminal enforcement action(s) to eliminate the Private High Priority Source.

ii. The twenty-four (24) month deadline is not applicable if the owner of the Private High Priority Source is the State or federal government or a Public Entity other than the City. In such a case, the City shall notify the State or federal government or Public Entity of the identified Private High Priority Source, copying Plaintiffs, EBMUD, and the Intervenors on each such notice.

iii. For all other sources of Inflow and Rapid Infiltration (including illicit connections) not in the Collection System, the City shall notify property owners of sources of Inflow and Rapid Infiltration (including illicit connections), within 90 Days of confirming the identified sources and initiate all necessary administrative enforcement action(s) to eliminate the sources, including disconnection of all illicit connections, as expeditiously as possible.

101. EBMUD Modeling. To facilitate EBMUD's performance of its obligations under the "Flow Model Calibration Plan Preparation" and "Flow Model Calibration Plan Implementation" paragraphs of the EBMUD Work, Section VII, the City shall provide, by May 1st of 2022 and 2030 – and by July 15 of each other Year – information or data necessary to implement the Flow Model Calibration Plan, such as: (a) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and length of

specific reaches of Rehabilitated Sewer Mains; (b) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and type of corrected Inflow and Rapid Infiltration sources; (c) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), any operational or physical changes in the Satellite's Collection System; and (d) for agencies not participating in the Regional Sewer Lateral Program, for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and address of all Sewer Laterals Repaired or Rehabilitated. In all Years, any flow data or rainfall data collected between April 15 of the prior Year and April 15 of the current Year shall be provided by July 15. For any data provided to EBMUD, the City shall also provide information on any known limitations of such data. The City shall not be required to provide any analysis of, or attorney work product related to, the information or data provided under this Paragraph.

C. SSO WORK

102. The City of Piedmont shall continue to Repair Acute Defects as soon as possible, but no later than within one Year of identification.

103. The City of Piedmont shall clean its entire Collection System once every five Fiscal Years (an average of 53,700 feet of Sewer Main per Fiscal Year) based upon a three-Fiscal Year rolling average with the first average calculated after three complete Fiscal Years, and control roots as necessary in locations where roots are encountered. After the fifth Fiscal Year, Sewer Mains that are greater than 15 inches in diameter may be cleaned based on condition assessment, which shall, at a minimum, take into consideration any information concerning the accumulation of FOG, sediment, and debris derived from CCTV inspection or cleaning history.

104. The City of Piedmont shall continue to implement the hot spot cleaning program set forth in its AMIP.

XIV. WORK – STEGE SANITARY DISTRICT

A. IMPLEMENTATION OF EXISTING PROGRAM AND IMPROVEMENTS

105. On May 14, 2013, after consultation with the Regional Water Board, EPA conditionally approved the District's AMIP. For the duration of the Consent Decree, the District shall implement the programs set forth in its SSMP and AMIP for controlling SSOs and reducing I&I. In addition, the District shall implement the Work set forth in this Section to accomplish the goal of eliminating SSOs and further reduce I&I. The District shall revise its AMIP as necessary, so that it is consistent with the requirements of this Section, and to ensure that Repair and Rehabilitation projects continue to be adequately identified and planned for.

B. I&I REDUCTION WORK

106. Reserved.

107. Sewer Main and Maintenance Hole Rehabilitation

a. By June 30, 2016, the District shall complete Collection System Rehabilitation of 23,680 feet of Sewer Main. Beginning on July 1, 2016, the District shall complete, by the end of each Fiscal Year, Rehabilitation of no less than the feet of Sewer Main in Appendix E based on a cumulative total (i.e., 34,040 feet by June 30, 2017; 44,707 feet by June 30, 2018; etc.) for the duration of the Consent Decree. When the District Rehabilitates a Sewer Main, it shall also Rehabilitate, as needed, all Maintenance Holes associated with that Sewer Main and ensure that abandoned Sewer Laterals are not connected to that Sewer Main. The District shall consider the findings of the EBMUD RTSP described in EBMUD Work Section VII.B associated with Inflow and Rapid Infiltration when planning and scheduling Collection System Repair and Rehabilitation projects pursuant to this Paragraph, including, but not limited to, focusing Repair and Rehabilitation in areas of the Collection System with high peak wet weather flows, and shall update its Capital Improvement Plan accordingly.

b. For the duration of this Consent Decree, the District shall CCTV and document condition assessments of its Collection System at an average annual rate of no less than 10 percent of its Sewer Mains that are more than 10 years old, or have not been

inspected within 10 years based on a cumulative total of 77,616 feet per Fiscal Year (i.e., 38,808 feet by June 30, 2014, 116,424 feet by June 30, 2015, 194,040 feet by June 30, 2016; etc.). When the District inspects a Sewer Main, it shall also inspect all Maintenance Holes associated with that Sewer Main.

c. The District shall work with the other Defendants to create Regional Standards for sewer installation, Rehabilitation, and Repair and participate in submitting a group report of the recommended Regional Standards for EPA's review and approval by June 30, 2016, and for review, every five years thereafter.

108. Regional Sewer Lateral Inspection and Repair or Rehabilitation Program

a. On October 12, 2010, the District opted to participate in the Regional Sewer Lateral Program, and has been cooperating with EBMUD in the implementation of that program since that time.

b. The District shall continue to provide EBMUD the information required by and at the frequency determined necessary by EBMUD for the implementation of the Regional Ordinance program.

c. Within 120 Days after the Effective Date, the District shall make written requests for cooperation to the Cities of El Cerrito and Richmond, and the County of Contra Costa, all of which are permitting authorities within EBMUD's service area, but are not named as Defendants in these consolidated actions ("Non-Defendant Permitting Agencies"). In these written requests, the District shall ask the Non-Defendant Permitting Agencies to include as part of the application process for building permits and approvals a requirement that the applicant submit a valid Compliance Certificate.

d. In the event that the District identifies a property owned by a Public Entity or the State or federal government that has an identified defective Upper Sewer Lateral, the District shall report the address of the property and the name of the owner to the Plaintiffs as part of its Annual Report, and provide a description of the Sewer Lateral defect.

109. Sewer Laterals

a. Within 30 Days of identifying a Sewer Lateral as defective, the District shall notify the affected owner in writing. The notice shall provide the owner with all information necessary for prompt correction of the defect, including a list of contractors, and information about how to apply for any grant or loan programs for which the owner may be eligible. The notice shall also provide a discussion of the environmental and legal consequences of failure to correct the defect.

b. The District shall assist EBMUD in the development, pursuant to Paragraph 32 above, of an education and outreach program designed to encourage Sewer Lateral owners to inspect and, if necessary, Repair or Rehabilitate Sewer Laterals before owners are required to under the Regional or Local Ordinances.

110. Lower Laterals. The District's Ordinances state that the property owner is the owner of the Lower Lateral and has full responsibility for its operation and maintenance. On June 9, 2011, the District enacted a Local Ordinance which extends EBMUD's Regional Ordinance to apply to Lower Laterals. Unless the property owner already has a valid Compliance Certificate, the property owner is required under the ordinance to obtain a Compliance Certificate from EBMUD (a) prior to transferring title to the residential, commercial, or industrial structure, (b) prior to obtaining any permit or other approval needed for the construction or significant modification of such structure at a cost in excess of $100,000, or (c) prior to obtaining approval from EBMUD for an increase or decrease in size of the owner's water service. No later than 120 Days after EBMUD amends its Regional Ordinance as required in Paragraph 20 above, the District shall enact amendments to its Local Ordinance sufficient to extend the application of the Amended Regional Ordinance to Lower Laterals.

111. Inflow and Rapid Infiltration Identification and Reduction. On December 6, 2010, after consultation with the Regional Water Board, EPA approved the District's Inflow Identification and Reduction Plan. In lieu of further implementation of the Inflow Identification portions of the Plan, the District shall cooperate with EBMUD's

implementation of the RTSP. The District shall continue to implement the Inflow reduction portions of the Plan, with revisions as needed to ensure that the Plan specifies that:

a. The District shall eliminate sources of Inflow and Rapid Infiltration in the Collection System identified through the RTSP as follows:

i. The District shall eliminate High Priority Sources within twenty-four (24) months of the December 31st formal notification, except as further described below, or if Plaintiffs grant a requested time extension. A time extension request shall include an explanation for why the District cannot eliminate the High Priority Source within twenty-four (24) months and an explanation for why the specific additional time that is being requested by the Satellite is appropriate. Time extensions pursuant to this subparagraph may be considered non-material modifications to this Consent Decree. If the District disagrees with EBMUD whether a particular source is a High Priority Source, it shall meet and confer with EBMUD within 45 Days of receiving EBMUD's notification to resolve the matter between the two entities.

ii. The District shall identify the category of each High Priority Source as a Linear High Priority Source, a Non-Linear High Priority Source, or a Private High Priority Source. The District shall summarize the categorization of its High Priority Sources each Year in its Annual Report as described in the "ANNUAL REPORTING REQUIREMENTS" Section. Once the District has identified a source of Inflow and Rapid Infiltration as a Linear High Priority Source, a Non-Linear High Priority Source, or a Private High Priority Source that designation cannot be changed without review and approval by Plaintiffs.

iii. For Linear High Priority Sources, the District does not need to exceed the feet of Sewer Main Rehabilitation per year required by Paragraph 107(a) to do the Work indicated by EBMUD's notice(s).

iv. The length of the Collection System Rehabilitated pursuant to

subparagraph 111(a)(i) may be counted towards the District's Sewer Main Rehabilitation requirement in Paragraph 107(a).

v. All other Inflow and Rapid Infiltration sources in the Collection System not identified by EBMUD as High Priority Sources shall be incorporated into the District's Capital Improvement Plan, within twenty-four (24) months from the date EBMUD provides notification to the District, in order to eliminate the sources of Inflow and Rapid Infiltration in the Collection System as expeditiously as possible.

b. Private High Priority Sources

i. For all sources that are identified by the District as Private High Priority Sources, the District shall within the twenty-four (24) months from EBMUD's notification:

(a) Notify the owner of the Private High Priority Source, with an identification of the physical location of the source and provide a description of the source and the defect; and

(b) Initiate all necessary administrative, civil, or criminal enforcement action(s) to eliminate the Private High Priority Source.

ii. The twenty-four (24) month deadline is not applicable if the owner of the Private High Priority Source is the State or federal government or a Public Entity other than the District. In such a case, the District shall notify the State or federal government or Public Entity of the identified Private High Priority Source, copying Plaintiffs, EBMUD, and the Intervenors on each such notice.

iii. For all other sources of Inflow and Rapid Infiltration (including illicit connections) not in the Collection System, the District shall notify property owners of sources of Inflow and Rapid Infiltration (including illicit connections), within 90 Days of confirming the identified sources and initiate all necessary administrative enforcement action(s) to eliminate the sources, including disconnection of all illicit

connections, as expeditiously as possible.

112. EBMUD Modeling. To facilitate EBMUD's performance of its obligations under the "Flow Model Calibration Plan Preparation" and "Flow Model Calibration Plan Implementation" paragraphs of the EBMUD Work, Section VII, the District shall provide, by May 1st of 2022 and 2030 – and by July 15 of each other Year – information or data necessary to implement the Flow Model Calibration Plan, such as: (a) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and length of specific reaches of Rehabilitated Sewer Mains; (b) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and type of corrected Inflow and Rapid Infiltration sources; (c) for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), any operational or physical changes in the Satellite's Collection System; and (d) for agencies not participating in the Regional Sewer Lateral Program, for the prior Calendar Year in 2022 and 2030 (for other years for the prior Fiscal Year), the location and address of all Sewer Laterals Repaired or Rehabilitated. In all Years, any flow data or rainfall data collected between April 15 of the prior Year and April 15 of the current Year shall be provided by July 15. For any data provided to EBMUD, the District shall also provide information on any known limitations of such data. The District shall not be required to provide any analysis of, or attorney work product related to, the information or data provided under this Paragraph.

C. SSO WORK

113. Capacity Assurance. The District shall monitor the water level in Maintenance Holes during rain events at the following locations:

i. Kearney Street and Conlon Avenue

ii. Blake Street and Elm Street

iii. Liberty Street and Lincoln Avenue

iv. Coventry Road and Lenox Road

v. Donal Avenue and Elm Street

vi. Fairmount Avenue and Kearney Street

vii. Behrens Street and B Street

viii. Pomona Avenue and Ward Avenue

ix. Rincon Road and Kerr Avenue

In the event that the District determines that the water level reaches within one (1) foot of the Maintenance Hole rim during a rain event that is less than or equivalent to the December 5, 1952 Storm in any of these locations, experiences a capacity related SSO in any of these locations, or has reason to believe an SSO is likely to occur, the District shall implement improvements within one (1) Calendar Year of the rain and/or SSO event to address the capacity deficiency. The District shall utilize a water level monitoring method that accurately captures the highest water level experienced in the Maintenance Hole during a rain event. This may include, but is not limited to the following methods: coating the wall of the Maintenance Hole with chalk to indicate the maximum water level during the rain event, or installing a water pressure sensor in the Maintenance Hole that is calibrated to accurately measure water level reached in the Maintenance Hole. A visual inspection during the rain event shall not be used as the sole monitoring method at any location. The District shall ensure that the improvements do not cause other capacity related bottlenecks. Regardless of whether the District experiences an SSO in these locations, or believes an SSO is likely to occur, the District shall consider the potential capacity deficiency in any of these locations as a factor in prioritizing these lines in upcoming capital improvement projects. Assessment may be discontinued for any location where a Sewer Main is replaced by a larger capacity Sewer Main, after the District assesses the location for at least two Wet Weather Seasons following such replacement and there is no evidence of a potential capacity deficiency.

114. Sewer Main Inspection After SSOs. In addition to the sewer main inspection requirements set forth in Paragraph 107(b) above, the District shall continue to CCTV inspect downstream, and upstream as necessary, of SSO locations, for purposes of determining the cause of the SSO, including FOG-related SSOs, subsequent to any SSO that

the District determines is caused by conditions in Sewer Mains.

115. Acute Defects. The District shall continue to Repair Acute Defects as soon as possible, but no later than within one Year of identification. For purposes of this Paragraph, an Acute Defect is defined as a failure in a Sewer Main in need of an urgent response to address an imminent risk of an SSO with a structural damage severity index (DSI) rating of 500 or greater obtained through CCTV inspection and condition assessment.

116. Sewer Main Cleaning. The District shall clean a total of at least 211,200 feet of Sewer Mains per Fiscal Year, including repeats, and Sewer Mains less than eighteen (18) inches in diameter shall be cleaned at least once every five (5) years. Sewer Mains eighteen (18) inches or greater in diameter shall be cleaned on a ten (10) year or less cycle, unless an initial condition assessment indicates cleaning is not required, which shall, at a minimum, take into consideration any information concerning the accumulation of FOG, sediment, and debris derived from CCTV inspection or cleaning history.

117. Root Control. The District shall continue its root control program of chemically treating with foam a minimum of 40,000 feet of Sewer Mains annually on a three-year rolling average to control excessive roots. This minimum amount may be reduced as lines are Rehabilitated or CCTV assessment indicates there are no longer excessive roots requiring treatment. The District may propose and provide a basis for reductions of the minimum amount as part of an Annual Report submitted pursuant to Section XVIII, for EPA review and approval, after consultation with the Regional Water Board.

118. Hot Spot Cleaning. The District shall continue its hot spot program of a minimum of 100,000 feet of lines cleaned annually, including repeat cleanings, at a six-month or less interval. This minimum amount may be reduced as Sewer Mains are Rehabilitated, or if the District experiences no SSOs in specific Sewer Mains for a consecutive three-year period and assessment indicates cleaning is not required in successive cleaning cycles. The District will propose and provide a basis for reductions of the minimum amount of hot spot cleaning as part of the Annual Report submitted pursuant to Section XVIII for EPA review and

comment, after consultation with the Regional Water Board.

119. FOG Control. The District shall continue to work with EBMUD in the implementation of the East Bay Regional Fats, Oils and Grease (FOG) Control Program and coordinate EBMUD's FOG activities within the District. The District shall refer FOG-related SSOs to EBMUD for investigation. If a food service establishment is determined to be contributing to FOG-related SSOs and does not implement recommendations made by EBMUD, the District shall take all necessary actions to ensure that the food service establishment adequately controls FOG.

120. SSO Prevention and Outreach.

a. The District shall continue to participate in the Underground Service Alert (USA) North damage prevention service that is designed to protect underground facilities in Northern California.

b. The District shall continue outreach to inform plumbers, contractors and utility companies of the need for care and protection when working on or around the sanitary sewer system. The District shall provide the information through informational letters, pre-construction meetings, field meetings, direct phone calls, and direct mailings. The District shall reach out to plumbers and contractors working on Sewer Laterals to prevent the discharge of debris, such as roots, into the Sewer Mains. For those contractors working for the District, the District shall ensure that such contractors are bound, contractually, to locate and avoid damaging the Districts sewer lines when performing work on or around the sanitary sewer system.

c. The District shall continue public education efforts to inform its residents how their actions can help prevent SSOs, through targeted outreach, newsletters, website, and pamphlets distributed at public events and at its permit counter.

XV. PERFORMANCE EVALUATION AND WORK PLAN REVISION PROCESS

A. PERFORMANCE EVALUATION PLAN PREPARATION AND APPROVAL

121. Joint-Defense-Group-Privileged Steps

a. The purpose of the Joint-Defense-Group-Privileged Steps is for Defendants to prepare a PEP for submission to Plaintiffs.

b. No later than April 1, 2020, EBMUD shall prepare and submit to the Satellites a draft PEP.

c. No later than one month after the Satellites' receipt of the draft PEP from EBMUD, each Satellite shall provide its comments on the PEP, if any, to EBMUD.

d. If any Satellite has comments on the draft PEP and requests a meeting of the Defendants, EBMUD shall, within one month after receipt of the comment(s), host a meeting of all Defendants. The purpose of the meeting shall be to respond to comments and attempt to build consensus around the draft PEP.

e. No later than one month after the meeting (or the comment deadline if no meeting is requested), EBMUD shall submit to Plaintiffs its final PEP.

122. The review and approval of the PEP shall be according to the "REVIEW AND APPROVAL OF DELIVERABLES" and "DISPUTE RESOLUTION" Sections of this Decree.

123. No later than 180 Days prior to the second Mid-Course Check-In WWF Output Test required by Paragraph 133.2, Defendants shall review and propose revisions to the PEP as appropriate in light of new information gathered during Decree implementation up to that point. Review and approval of any proposed revisions to the PEP shall be according to the "REVIEW AND APPROVAL OF DELIVERABLES" and "DISPUTE RESOLUTION" Sections of this Decree.

B. PERFORMANCE EVALUATION PLAN IMPLEMENTATION

124. Once the PEP has been approved pursuant to the "REVIEW AND APPROVAL OF DELIVERABLES" Section of this Decree and any procedures pursuant to the "DISPUTE RESOLUTION" Section of this Decree have been completed, the PEP will be ready for implementation. If a Mid-Course Check-In WWF Output Test performed pursuant to Section XVI(A) of this Decree for a WWF shows the Work required by this Decree is not

expected to eliminate discharges during a December 5, 1952 Storm from that WWF by the date prescribed by this Decree, EBMUD shall implement – and the Satellites shall cooperate with EBMUD's implementation of – the approved PEP for that WWF by the next Wet Season or, if Defendants have made a request pursuant to the next paragraph and are unable to begin PEP implementation by the next Wet Season because EPA has not acted on the request by September 1 of the Year in which the request is made, by the following Wet Season.

125. If the Defendants fail to meet the Mid-Course Check-In WWF Output Test required by Paragraph 133.1 by a factor of no more than 20 percent (for example, for a required benchmark of 50%, if the actual Output Ratio does not exceed 60%), or the Mid-Course Check-In WWF Output Test required by Paragraph 133.2 by a factor of no more than 10 percent (for example; for a required benchmark of 50%, if the actual Output Ratio does not exceed 55%), Defendants may submit a written request to Plaintiffs no later than August 1 of the year in which the Mid-Course Check-In WWF Output Test is performed for permission to continue or modify the Work without implementing the PEP. Any such request shall include all data and information needed to demonstrate why implementation of the PEP would not increase the likelihood that Defendants will meet the deadlines set forth in Paragraph 16 of Section VI (Work – General) for each WWF in light of special circumstances or proposed modifications to the Work or both. Any decision by Plaintiffs with respect to such a request shall not be subject to dispute under Section XXII (Dispute Resolution).

126. The Satellites shall provide EBMUD with access, as needed, to their Collection Systems to perform EBMUD's obligations under the PEP. The Satellites shall coordinate with EBMUD to share information, as needed, from their GIS systems and reports on Work completed to date.

127. The Parties recognize that the PEP must be sufficiently flexible to adapt to unforeseen circumstances (including, but not limited to changes in technology). If Defendants believe it

is appropriate to materially modify any portion of the approved PEP before or during the course of its implementation, they may seek to do so pursuant to the provisions of the "REVIEW AND APPROVAL OF DELIVERABLES" Section of this Decree. For purposes of this Paragraph, material modifications include, without limitation, changes that result in a reduction in the number of flow monitoring locations, and any alteration to key schedule milestones. Defendants shall not implement any such material modification until said modification is approved by EPA, after consultation with the Regional Water Board (or any dispute is resolved pursuant to the "DISPUTE RESOLUTION" Section of this Decree). In the interim, Defendants shall continue to implement the approved PEP.

C. REVISED WORK PLAN PREPARATION AND APPROVAL

128. The Revised Work Plan (RWP) provisions of this Decree shall apply only in the event Defendants are obligated under this Decree to implement the approved PEP.

129. Joint-Defense-Group-Privileged Steps

a. The purpose of the Joint-Defense-Group-Privileged Steps is for Defendants to prepare and propose to Plaintiffs a single RWP signed on behalf of all Defendants.

b. No later than seven months after the end of the second complete Wet Season of PEP implementation, EBMUD shall prepare and submit to the Satellites one or more draft RWPs.

c. No later than two months after the Satellites' receipt of the draft RWP, each Satellite shall provide to all Defendants either (i) notice of the Satellite's staff's intent to recommend to the Satellite's governing body that it authorize staff to sign EBMUD's draft RWP, (ii) notice of the Satellite's staff's intent to recommend to the Satellite's governing body that it authorize staff to sign one or more other Satellite's draft RWP(s), or (iii) an alternative draft RWP. A Satellite's alternative draft RWP may incorporate by reference portions of any other draft RWP.

d. At any time it becomes apparent that Defendants agree on a single RWP, Defendants shall within three months sign that RWP and submit it to Plaintiffs for review

and approval. Defendants' signatures shall be duly authorized.

e. If there are competing RWPs, EBMUD shall, within one month after receipt of the alternative draft RWPs, host a meeting of all Defendants. The purpose of the meeting shall be to attempt to build consensus and minimize the number of RWPs submitted to arbitration (as provided below).

f. No later than one month after the meeting hosted by EBMUD, each Defendant shall provide to the other Defendants either (i) notice of the Defendant's staff's intent to recommend to the Defendant's governing body that it authorize staff to sign a specified draft RWP previously produced or (ii) a revised draft RWP.

g. If there are still competing RWPs, Defendants shall submit them to a private arbitrator selected by Defendants for confidential review no later than three months after Defendants' receipt of all documents contemplated by the preceding paragraph. Each Defendant's submittal shall be accompanied by an opening brief and a declaration affirming that the accompanying draft RWP was submitted to the other Defendants at least 45 Days prior to submittal to the arbitrator. Responsive briefs shall be submitted within one month thereafter. Within 30 Days of submission of the responsive briefs, the arbitrator shall hold a confidential hearing with Defendants. After the hearing, the arbitrator shall first determine which among the competing RWPs are Effective RWPs. If there is only one Effective RWP, within 30 Days of the hearing, Defendants shall submit that RWP to Plaintiffs for review and approval. If there is more than one Effective RWP, the arbitrator shall choose one of them based on criteria specified by Defendants, and Defendants shall submit that RWP to Plaintiffs for review and approval within 30 Days of the hearing.

130. Any RWP shall be reviewed and approved by Plaintiffs according to the "REVIEW AND APPROVAL OF DELIVERABLES" and "DISPUTE RESOLUTION" Sections of this Consent Decree.

D. REVISED WORK PLAN IMPLEMENTATION

131. Each Defendant shall implement the Work assigned to it in the approved RWP according

to the schedules set forth therein. In the event a Defendant refuses or is determined by a court to be unable to perform the Work required of it under an approved RWP, EPA may, at its option, after consultation with the Regional Water Board, (a) seek an order from the Court requiring performance; (b) revoke its approval of the RWP; or (c) modify the approved RWP to address the Defendant's refusal or inability to perform.

132. The Parties recognize that the RWP must be sufficiently flexible to adapt to unforeseen circumstances (including, but not limited to changes in technology). If Defendants believe it is appropriate to materially modify any portion of the approved RWP before or during the course of its implementation, they may seek to do so pursuant to the provisions of the "MODIFICATION" Section of this Decree. For purposes of this Paragraph, material modifications shall include, without limitation, changes that result in any alteration to key schedule milestones. Defendants shall not implement any such material modification until said modification is approved by the Court. In the interim, Defendants shall continue to implement the Work.

XVI. WWF OUTPUT TESTS

A. MID-COURSE CHECK-IN WWF OUTPUT TESTS

133.0. The purpose of the Mid-Course Check-In WWF Output Tests is to demonstrate that the Work being performed by the Defendants under this Decree is yielding WWF discharge reductions sufficient to meet the deadlines for WWF discharge elimination set forth in Paragraph 16. Defendants will perform Mid-Course Check-In WWF Output Tests twice, in 2022 and 2030, as described below.

133.1. Prior to September 30, 2022, EBMUD shall perform the first Mid-Course Check-In WWF Output Test – using the information specified in Paragraph 38.b.v. – by comparing the Three-Year-Average Output Ratio for the San Antonio Creek, Point Isabel and Oakport WWFs to the benchmarks of 43%, 53% and 65%, respectively, and submit the WWF Output Test results and the corresponding Flow Model Calibration Report, to the Plaintiffs for review and approval pursuant to Section XIX (Review and Approval of Deliverables) of this

Consent Decree.

133.2. Prior to September 30, 2030, EBMUD shall perform the second Mid-Course Check-In WWF Output Test – using the information specified in Paragraph 38.b.v. – by comparing the Three-Year-Average Output Ratio for the Point Isabel and Oakport WWFs to the benchmarks of 18% and 31%, respectively, and submit the WWF Output Test results and the corresponding Flow Model Calibration Report to the Plaintiffs for review and approval pursuant to Section XIX (Review and Approval of Deliverables) of this Consent Decree.

133.3. Defendants shall implement a Performance Evaluation Plan ("PEP") – pursuant to Section XV ("PERFORMANCE EVALUATION AND WORK PLAN REVISION PROCESS") – for any WWF that exceeds the applicable benchmark during a Mid-Course Check-In WWF Output Test.

B. COMPLIANCE WWF OUTPUT TESTS

134.0. The purpose of the Compliance WWF Output Tests is to demonstrate that Defendants have achieved the elimination of WWF discharges. Defendants will perform three Compliance WWF Output Tests, one for each WWF, as described below.

134.1. Prior to December 15, 2028, EBMUD shall perform a Compliance WWF Output Test for the San Antonio Creek WWF – using the information specified in Paragraph 38.b.v. – and submit the WWF Output Test results and the corresponding Flow Model Calibration Report to the Plaintiffs for review and approval pursuant to Section XIX (Review and Approval of Deliverables) of this Consent Decree. If the Output Ratio is 0% and the Plaintiffs approve the submittal, that WWF shall be deemed in "Interim Compliance" with the applicable discharge elimination deadline in Paragraph 16.

134.2. Prior to December 15, 2034, EBMUD shall perform a Compliance WWF Output Test for the Point Isabel WWF – using the information specified in Paragraph 38.b.v. – and submit the WWF Output Test results and the corresponding Flow Model Calibration Report to the Plaintiffs for review and approval pursuant to Section XIX (Review and Approval of Deliverables) of this Consent Decree. If the Output Ratio is 0% and the Plaintiffs approve

the submittal, that WWF shall be deemed in "Interim Compliance" with the applicable discharge elimination deadline in Paragraph 16.

134.3. Prior to December 15, 2036, EBMUD shall perform a Compliance WWF Output Test for the Oakport WWF – using the information specified in Paragraph 38.b.v. – and submit the WWF Output Test results and the corresponding Flow Model Calibration Report to the Plaintiffs for review and approval pursuant to Section XIX (Review and Approval of Deliverables) of this Consent Decree. If the Output Ratio is 0% and the Plaintiffs approve the submittal, that WWF shall be deemed in "Interim Compliance" with the applicable discharge elimination deadline in Paragraph 16.

134.4. After the compliance deadline specified in Paragraph 16 of Section VI (Work – General) for a WWF has passed, if the Output Ratio for that WWF in any subsequent report by EBMUD (pursuant to Section XVIII – Annual Reporting Requirements) exceeds 0% (making the WWF a "Lapsed WWF"), Defendants shall conduct all investigations and analyses needed to provide an explanation for the Lapse. Within 365 Days of any such report, Defendants shall complete said investigations and analyses and provide Plaintiffs with a copy to Intervenors with a detailed description of the additional Work required (which may include but shall not be limited to Sewer Main Rehabilitation, Inflow and Rapid Infiltration reduction Work, Sewer Lateral Work, storage or any combination of the foregoing or other measures) to return the Lapsed WWF's Output Ratio to 0%, and the proposed schedule to complete such Work (collectively, the "Lapsed WWF Correction Process"). Upon EPA approval of the additional Work after consultation with the Regional Water Board, Defendants shall perform all such additional Work under the approved schedule.

134.5. After the compliance deadline specified in Paragraph 16 of Section VI (Work – General) at a WWF has passed, if that WWF experiences an actual discharge, then, within 90 Days of that discharge:

a. EBMUD shall determine whether the discharge was due to operator error or

mechanical or electrical failure;

b. If the discharge was due to operator error or mechanical or electrical failure, EBMUD shall report to Plaintiffs with a copy to Intervenors a description of the failure, an explanation of the reasons why EBMUD believes the Flow Model does not need to be recalibrated, and the steps that have been and will be taken to prevent recurrence of the operator error or mechanical or electrical failure;

c. If the discharge was not due to operator error or mechanical or electrical failure and EBMUD determines that the Flow Model as calibrated during the most recent annual recalibration in accordance with the Flow Model Calibration Plan predicts the measured discharge volume for the discharge in question (within a reasonable margin of variability under industry-standard modeling practices), EBMUD shall report to Plaintiffs with a copy to Intervenors a description of its determination for review and approval pursuant to Section XIX (Review and Approval of Deliverables) of this Consent Decree;

d. If the discharge was not due to operator error or mechanical or electrical failure and the Flow Model as calibrated during the most recent annual recalibration in accordance with the Flow Model Calibration Plan does not predict the measured discharge volume for the discharge in question (within a reasonable margin of variability under industry-standard modeling practices), EBMUD shall (i) recalibrate the Flow Model in accordance with the Flow Model Calibration Plan until it predicts the measured discharge volume for the discharge in question (within a reasonable margin of variability under industry-standard modeling practices) and only use rainfall and flow monitoring data for the 365 Days prior to the actual discharge and 7 Days thereafter, including rainfall and flow monitoring data from the storm that caused the actual discharge, (ii) after recalibration, calculate the Output Ratio, (iii) submit the Output Ratio and the details of the recalibration process in a Flow Model Calibration Report to the Plaintiffs, with a copy to Intervenors, for review and approval pursuant to Section XIX (Review and Approval of Deliverables) of this Consent Decree; and (iv) if the Output Ratio is greater than 0% and the Plaintiffs approve

the submittal, commence the Lapsed WWF Correction Process described in the preceding Paragraph 134.4, which Process shall be completed by the next Annual Report deadline.

XVII. URBAN RUNOFF DIVERSION PROJECT

135. EBMUD shall implement the Urban Runoff Diversion Project ("Project") described in Appendix C to this Consent Decree in compliance with the approved plans and schedules for such Project and other terms of this Consent Decree. EBMUD shall submit its plan for the Project to the Plaintiffs for review and approval pursuant to Section XIX (Review and Approval of Deliverables) of this Consent Decree in accordance with the schedules set forth in Appendix C. If EBMUD determines that, due to forces beyond EBMUD's control (including the failure to successfully negotiate and enter into necessary contractual agreements despite making all reasonable and prudent efforts to do so), it cannot, or will be substantially impaired in its ability to, implement the Project required under this Section, Defendants shall propose an alternative project that yields similar environmental benefits. Within 90 Days of such determination Defendants shall submit to Plaintiffs an alternative mitigation project proposal in accordance with Section XIX (Review and Approval of Deliverables). Any such alternative mitigation project shall be a material modification to this Decree subject to the requirements of Section XXIX (Modification).

136. All plans and reports prepared by EBMUD pursuant to the requirements of this Section of the Consent Decree and required to be submitted to EPA shall be publicly available from EBMUD without charge.

137. EBMUD shall certify, as part of the plan submitted to the Plaintiffs for the Project, that as of the date of lodging of this Consent Decree, EBMUD is not otherwise required by law to perform the Project described in the plan, that EBMUD is unaware of any other person who is required by law to perform the Project, and that EBMUD will not use any Project, or portion thereof, to satisfy any obligations that it may have under other applicable requirements of law in effect as of the date of lodging.

138. Within forty-five (45) Days following commissioning of the Project (the date the Project

becomes operational following the completion of startup testing) required under this Consent Decree, EBMUD shall submit to the Plaintiffs a report that documents the date that the Project was fully operational as outlined in Appendix C.

XVIII. ANNUAL REPORTING REQUIREMENTS

A. TIMING

139. By September 30th of each Fiscal Year (except as provided in the final sentence of each of Paragraphs 149 and 150), each Defendant shall submit to Plaintiffs, with a copy to Intervenors, an annual progress report ("Annual Report") covering the period July 1st through June 30th of the prior Fiscal Year.

B. CONTENTS

140. EBMUD shall include in the first Annual Report all of the information required by Section VI of the EBMUD SO (Annual Reporting Requirements) for the period July 1, 2013 to June 30, 2014. Each Satellite shall include in the first Annual Report all of the information required by Section XIII of the Satellite SO (Annual Reporting Requirements) for the period January 1, 2013 to June 30, 2014. All subsequent Annual Reports for each Defendant shall include a summary discussion of each of the following for the period from July 1 through June 30 of the prior Fiscal Year:

C. FOR EACH DEFENDANT:

141. A list of all Deliverables submitted to Plaintiffs and a description of the Work performed pursuant to all Deliverables submitted to Plaintiffs and approved or commented on by EPA, as well as a list of Deliverables submitted to Plaintiffs but not yet approved or commented on by EPA.

142. A description of any known noncompliance by that Defendant with this Consent Decree during the reporting period.

143. Any recommended changes to the Work required of that Defendant by this Consent Decree, including any proposed material modifications to any Deliverable.

144. A Sanitary Sewer Overflow Report that includes the location of SSOs; the start and end

date and time of each SSO; the SSO volume including gross volume, amount recovered, and amount not recovered; the destination of each SSO; the probable cause(s) of the SSOs; the location(s) of repeat SSOs; a list of any SSOs at locations where the Sewer Main had been Rehabilitated in the previous ten (10) Fiscal Years; and a description of measures taken to help prevent these SSOs in the future.

145. If a Satellite makes a request to begin or cease participating in EBMUD's Regional Sewer Lateral Program, it shall provide an update on its request and describe any progress in adopting necessary Local Ordinance revisions. When the Satellite makes the necessary Local Ordinance revisions to cease participation in EBMUD's Regional Sewer Lateral Program, the Satellite shall thereafter report on its implementation of its Sewer Lateral Program, including the information required of Berkeley by subparagraph 157(b)(i)(A).

D. FOR EBMUD ONLY:

146. Regional Sewer Lateral Program.

a. Inspection and Repair or Rehabilitation:

i. the number and percent of properties that trigger actions to test Sewer Laterals pursuant to the Regional Ordinance (title transfers, construction or remodel of structures, changes in the size of water meters) for the reporting period and as a cumulative total;

ii. the number of Compliance Certificates issued in the reporting period and as a cumulative total;

iv. the number of Condition Assessment Plans and Corrective Action Plans received;

v. compliance and enforcement information including the number and percent of property owners failing to comply with the Regional Ordinance, a representative description of any notifications sent to property owners who fail to comply with the Regional Ordinance, a description and the number of any administrative, civil or criminal enforcement actions taken for non-compliance with

the Regional Ordinance;

iii. analysis of compliance data to identify trends and compare the projected and actual certification rates, which shall include an explanation of any shortfall in the projected certification rates; and

vi. a description of any program changes identified that are expected to improve the issuance rate of Compliance Certificates.

b. Education and Outreach: a description of activities to implement an education and outreach program and an evaluation of the effectiveness of the program in accelerating voluntary Repair or Rehabilitation of Sewer Laterals; an evaluation of the effectiveness of the program in making logistical and financial information available to property owners who elect or are required to Repair or Rehabilitate Sewer Laterals; and a description of any program changes identified that are expected to improve results.

147. Asset Management and Interim Operation: EBMUD shall describe activities to inspect, maintain, and schedule repairs to or rehabilitation of portions of EBMUD's Interceptor System, including those necessary to comply with the requirements of the ISAMWP.

148. Pump Station Q Force Main Improvements: EBMUD shall describe activities to enable bi-directional flow (dual operational mode) through the Pump Station Q Force Main.

149. Flow Model Calibration: EBMUD shall submit a Flow Model Calibration Report that provides a summary of the data used to recalibrate the Flow Model and explains the Flow Model recalibration process as described in Paragraph 38(b)(vi) & (vii). Notwithstanding Paragraphs 139 and 140, in all Years other than 2022 and 2030, the information required by this Paragraph 149 shall be submitted by December 15, rather than September 30.

150. WWF Output Ratios and Output Test Results: EBMUD shall report for each of the WWFs (a) the Output Ratio as of April 15 of the year in which the Annual Report is due, (b) the Three-Year-Average Output Ratio, and (c) a graphic representation comparing the actual Output Ratio for each year to date to the anticipated Output Ratio for each year of the Consent Decree. EBMUD shall also describe: (1) whether the Output Ratio is consistent

with a rate of WWF Output Ratio reduction that will result in compliance with the benchmarks in Section XVI ("WWF OUTPUT TESTS"), (2) whether the Work completed in the Fiscal Year, including Sewer Main Repair or Rehabilitation, Sewer Lateral Repair or Rehabilitation, and Inflow and Rapid Infiltration source elimination, resulted in the anticipated I&I reductions, (3) observations of trends and the likelihood of meeting the benchmarks or discharge elimination deadlines, and (4) whether changes to any assumptions in the Flow Model are anticipated for the coming Fiscal Year. EBMUD shall also report the results of any WWF Output Tests performed during the reporting period. Notwithstanding Paragraphs 139 and 140, in all Years other than 2022 and 2030, the information required by this Paragraph 150 shall be submitted by December 15, rather than September 30.

151. Performance Evaluation Plan: EBMUD shall describe activities to develop a PEP; if required, activities to implement a Performance Evaluation Plan; and any other information required by the approved Performance Evaluation Plan.

152. Revised Work Plan: EBMUD shall describe activities to develop any and all Revised Work Plans; activities to implement the Revised Work Plans, if required; and any other information required by the approved Revised Work Plans.

153. Regional Standards: a description of the activities to develop – and, beginning in 2017, the extent of compliance with – Regional Standards.

154. RTSP: EBMUD shall provide a summary of the activities that were conducted in order to implement the RTSP and to identify and characterize sources of Inflow and Rapid Infiltration as required by the RTSP Plan as approved by the EPA. The summary shall include, but not be limited to, the following:

a. all the information required to be reported by the RTSP Plan;

b. a description of any proposed substantive modifications to the RTSP Plan, as approved by EPA;

c. the areas that EBMUD evaluated during the reporting period, and the areas that EBMUD plans to evaluate in the coming reporting period;

d. a summary of the results of any regional data analysis and field investigations;

e. the length (e.g., feet or miles) of the Collection System that was examined through field investigations and the type(s) of field investigation (e.g., smoke testing, flow monitoring, etc.) that was utilized for the length examined;

f. a summary of any modifications in the type of field investigation methods utilized by EBMUD, including techniques EBMUD implemented to identify and prioritize areas with high I&I;

g. a cumulative list of all sources of Inflow and Rapid Infiltration identified by EBMUD, the estimated I&I reduction from each source, the date that EBMUD notified the Satellite responsible for each source, a unique identifier for each source, the location of each source, and in any Satellite collection system, except Oakland's, whether each source is a High Priority Source;

h. the costs spent in the reporting period to implement the Required Spend, and after June 30, 2016, the cumulative total.

155. Urban Runoff Diversion Project. EBMUD shall provide the Plaintiffs with annual updates concerning the progress of the Project, including information about Project downtime, the volume diverted, and its environmental benefits.

E. FOR BERKELEY ONLY:

156. AMIP Implementation. The City shall summarize implementation of its AMIP. The summary shall include any proposed revisions to the AMIP not addressed below, along with any accompanying changes to its financial plan.

157. I&I Reduction Work. The City shall summarize its Work to reduce I&I in its service area in the reporting Fiscal Year. The summary shall include, but not be limited to, the following:

a. Sewer Main and Maintenance Hole Rehabilitation

i. Rehabilitation: all Sewer Main and Maintenance Hole Rehabilitation

activities completed, including:

A. the average annual rate of Sewer Main Rehabilitation based on a three-Fiscal Year rolling average, the number of feet of Sewer Mains Rehabilitated, and the cumulative total feet of Sewer Main Rehabilitated since the Effective Date;

B. the number of Maintenance Holes associated with Rehabilitated Sewer Mains and the number of Maintenance Holes Rehabilitated;

C. the number of abandoned Sewer Laterals found to be connected to the Sewer Main and the number of abandoned Sewer Laterals disconnected from the Sewer Main;

D. if the City did not achieve its Rehabilitation requirement in Paragraph 64(a), an explanation of why it did not achieve the Rehabilitation requirement and a description of what changes to the Work will be made in order to correct the deficiency and achieve the Rehabilitation requirement in the subsequent Fiscal Years;

E. the Rehabilitation budget and dollars spent on Sewer Main Rehabilitation;

F. the Collection System Rehabilitation projects targeted to be completed in the next Fiscal Year; and

G. an explanation of any revisions that were made to the Capital Improvement Plan or the financial plan associated with future Repair and Rehabilitation projects, including what revisions, if any, were made based on information from the EBMUD RTSP.

ii. Inspections: inspection and condition assessment activities completed, including:

A. the rate of Sewer Main inspection and documented condition

assessment;

B. the total feet of Sewer Main inspected with completed condition assessment and the cumulative total feet of Sewer Main inspected with completed condition assessment since the Effective Date;

C. if the City conducts inspections of Sewer Mains using a method other than CCTV, the City shall identify the method, explain how that method is as equally effective as CCTV and identify the total feet of Sewer Main that was inspected using that method;

D. the number of Maintenance Holes inspected; and

E. if the City did not achieve its inspection and condition assessment requirement in 64(b), an explanation of why it did not achieve the inspection and condition assessment requirement and a description of what changes to the Work will be made in order to correct the deficiency and achieve the inspection and condition assessment requirement in subsequent Fiscal Years.

iii. Regional Standards: a description of the activities to develop – and, beginning in 2017, the extent of compliance with – Regional Standards.

b. Sewer Lateral Inspection and Repair or Rehabilitation

i. Sewer Laterals

A. Inspection and Repair or Rehabilitation: the number of triggering actions to inspect Upper Sewer Laterals pursuant to the applicable Local Ordinance; the number of defective Upper Sewer Laterals found in that Fiscal Year; the number and percent of Upper Sewer Laterals Rehabilitated that Fiscal Year; the cumulative total of Upper Sewer Laterals Rehabilitated since the Local Ordinance was adopted; the number and percent of Upper Sewer Laterals Repaired that Fiscal Year; the cumulative total of Upper Sewer

Laterals Repaired since the Local Ordinance was adopted; a comparison of the actual number of Upper Sewer Laterals Repaired or Rehabilitated to the projected Upper Sewer Lateral Repaired or Rehabilitation rates; an explanation of any shortfall (e.g., due to an unusually inactive real estate market, etc.); the failure rate of Upper Sewer Laterals in testing; the number of Compliance Certificates issued; the number and percent of property owners who fail to comply with the Local Ordinance; a representative description of any notifications sent to property owners who fail to comply with the Local Ordinance; a description and the number of any administrative, civil or criminal enforcement actions taken for non-compliance with the Local Ordinance; the address and name of the owner of any property owned by a Public Entity, or the State or federal government, that has an identified defective Upper Sewer Lateral (including the address of the property, name of the owner, and description of the defect); the number of City-owned Upper Sewer Laterals inspected, Repaired or Rehabilitated and the cumulative number of City-owned Upper Sewer Laterals inspected, Repaired or Rehabilitated from the Effective Date; the number of City-owned Upper Sewer Laterals that remain to be inspected, Repaired or Rehabilitated; and a description of any changes needed to improve the issuance rate of Compliance Certificates;

B. Education and Outreach: a description of activities to implement the education and outreach program within the City and an evaluation of the effectiveness of the program in accelerating voluntary Repair or Rehabilitation of Upper Sewer Laterals; an

evaluation of the effectiveness of the program in making logistical and financial information available to property owners who elect or are required to Repair or Rehabilitate Upper Sewer Laterals; and a description of any program changes identified that are expected to improve results.

ii. Lower Laterals: the number of Lower Laterals Repaired or Rehabilitated and/or reconnected associated with Sewer Main Rehabilitation; the number of Lower Lateral inspections performed not associated with Sewer Main Rehabilitation; a summary of the results of the Lower Lateral inspections; and whether the Sewer Main Work is scheduled and/or has been conducted for any areas of the Collection System in which Lower Laterals have failed inspection.

c. Inflow and Rapid Infiltration Identification and Elimination:

i. a description of the City's cooperation with EBMUD's implementation of the RTSP;

ii. Linear High Priority Sources

A. a cumulative list of all Linear High Priority Sources, including the date that the City eliminated or plans to eliminate the source, and EBMUD's unique identifier;

B. the number of feet of Linear High Priority Sources eliminated in the Fiscal Year, and the cumulative total feet of Linear High Priority Sources eliminated since EPA's approval of the RTSP;

C. the number of feet of Linear High Priority Sources that the City counted towards its Sewer Main Rehabilitation requirement in subparagraph 64(a);

D. for those Linear High Priority Sources that were not eliminated within twenty-four (24) months, an explanation of why the Linear High Priority Sources were not eliminated and a description of the

actions that will be taken in order to eliminate the Linear High Priority Sources.

iii. Non-Linear High Priority Sources

A. a cumulative list of all Non-Linear High Priority Sources, including the date that the City eliminated or plans to eliminate the source, and EBMUD's unique identifier;

B. the number of Non-Linear High Priority Sources eliminated in the Fiscal Year, and the cumulative number of Non-Linear High Priority Sources eliminated since EPA's approval of the RTSP;

C. for those Non-Linear High Priority Sources that were not eliminated within twenty-four (24) months, an explanation of why the Non-Linear High Priority Sources were not eliminated and a description of the actions that will be taken in order to eliminate the Non-Linear High Priority Sources.

iv. For sources of Inflow and Rapid Infiltration in the Collection System that are not identified as High Priority, the date that the City incorporated each source into its Capital Improvement Plan, and EBMUD's unique identifier;

v. Sources of Inflow and Rapid Infiltration not in the Collection System

A. a cumulative list of all Private High Priority Sources, including the date that the City notified or plans to notify each owner of a source,

B. the date of any administrative, civil, or criminal enforcement actions initiated by City to eliminate the source, the status of the enforcement actions to eliminate the source, and EBMUD's unique identifier;

C. for all other sources of Inflow and Rapid Infiltration (including illicit connections) not in the Collection System and not owned by

the City, the date that the City notified each owner of the source, the date of any administrative enforcement actions initiated by the City, the status of the administrative enforcement to eliminate the source, and EBMUD's unique identifier.

158. SSO Reduction Work. The City shall summarize its Work to reduce SSOs in its service area in the reporting Fiscal Year. The summary shall include, but not be limited to, the following:

a. a description of the activities to Repair Acute Defects, including the number of Acute Defects found; the number of Acute Defects Repaired; and for Acute Defects that were not Repaired within twelve (12) months from identification, provide an explanation of why they were not Repaired and describe the actions or a schedule to Repair the Defects as soon as possible;

b. the feet of Sewer Main cleaned and percent of feet of Sewer Main in the City's Collection System cleaned as part of the routine and hot spot cleaning programs, reporting both unique footage and total footage (i.e., including repeat cleanings); and

c. the feet of Sewer Mains in the hot spot cleaning program and the range of cleaning frequencies.

F. FOR ALAMEDA, ALBANY, AND PIEDMONT ONLY:

159. AMIP Implementation. Each Satellite shall summarize implementation of each element of its AMIP not addressed below. The summary shall include any proposed revisions to the AMIP, along with any accompanying changes to its financial plan.

160. I&I Reduction Work. Each Satellite shall summarize its Work to reduce I&I in its service area in the reporting Fiscal Year. The summary shall include, but not be limited to, the following:

a. Main Line and Maintenance Hole Rehabilitation

i. Rehabilitation: all Sewer Main and Maintenance Hole Rehabilitation activities completed, including:

A. for Piedmont, the average annual rate of Sewer Main Rehabilitation based on a three-Fiscal Year rolling average, the feet of Sewer Mains Rehabilitated, and the cumulative total feet of Sewer Main Rehabilitated since the Effective Date;

B. for Alameda and Albany, the number of feet of Sewer Mains Rehabilitated and the cumulative total feet of Sewer Main Rehabilitated since the Effective Date;

C. the number of Maintenance Holes associated with Rehabilitated Sewer Mains and the number of Maintenance Holes Rehabilitated;

D. the number of abandoned Sewer Laterals found to be connected to the Sewer Main and the number of abandoned Sewer Laterals disconnected from the Sewer Main;

E. if any Satellite did not achieve its Rehabilitation requirement in Paragraph 43(a) (Alameda), 54(a) (Albany) or 96(a) (Piedmont), an explanation of why it did not achieve the Rehabilitation requirement and a description of what changes to the Work will be made in order to correct the deficiency and achieve the Rehabilitation requirement in the subsequent Fiscal Years;

F. the Rehabilitation budget and dollars spent on Sewer Main Rehabilitation;

G. the Collection System Rehabilitation projects targeted to be completed in the next Fiscal Year; and

H. an explanation of any revisions that were made to the Capital Improvement Plan or the financial plan associated with future Repair and Rehabilitation projects, including what revisions, if any, were made based on information from the EBMUD RTSP.

ii. Inspections: inspection and condition assessment activities completed,

including:

A. the total feet of Sewer Main inspected with completed condition assessment and the cumulative total feet of Sewer Main inspected with completed condition assessment since the Effective Date;

B. if any Satellite conducts inspections of Sewer Mains using a method other than CCTV, the Satellite shall identify the method, explain how that method is as equally effective as CCTV and identify the total feet of Sewer Main that was inspected using that method;

C. the number of Maintenance Holes inspected; and

D. if any Satellite did not achieve its inspection and condition assessment requirement in Paragraph 43(b) (Alameda), 54(b) (Albany), or 96(b) (Piedmont), an explanation of why it did not achieve the inspection and condition assessment requirement and a description of what changes to the Work will be made in order to correct the deficiency and achieve the inspection and condition assessment requirement in subsequent Fiscal Years.

iii. Regional Standards: a description of the activities to develop – and, beginning in 2017, the extent of compliance with – Regional Standards.

b. Sewer Lateral Inspection and Repair or Rehabilitation

i. Sewer Laterals: a description of activities and materials used to notify property owners of defective Sewer Laterals including:

A. the number of Sewer Laterals identified as defective outside the triggering actions to test Sewer Laterals pursuant to the Amended Regional Ordinance;

B. the number of property owners notified that their Sewer Laterals are defective;

C. a copy of a representative notice that was sent to property owners notifying them that their Sewer Lateral is defective;

D. a description and the number of any administrative, civil or criminal enforcement actions taken against property owners for defective Sewer Laterals;

E. the number of City-owned Sewer Laterals; the number of City-owned Sewer Laterals inspected and Repaired or Rehabilitated and the cumulative number of City-owned Sewer Laterals inspected and Repaired or Rehabilitated from the Effective Date;

F. the address and name of the owner of any property owned by a Public Entity, or the State or federal government, that has an identified defective Sewer Lateral, including a description of the defect; and

G. a summary of the City's assistance to EBMUD in the development of a Sewer Lateral education and outreach program.

ii. Lower Sewer Laterals: the number of Lower Sewer Laterals Repaired or Rehabilitated and/or reconnected in association with Sewer Main Rehabilitation; the number of Lower Sewer Lateral inspections performed not associated with Sewer Main Rehabilitation; a summary of the results of the Lower Sewer Lateral inspections; and whether the Sewer Main Work is scheduled and/or has been conducted for any areas of the Collection System in which Lower Sewer Laterals have failed inspection.

c. Inflow and Rapid Infiltration Identification and Elimination:

i. a description of the City's cooperation with EBMUD's implementation of the RTSP;

ii. Linear High Priority Sources

A. a cumulative list of all Linear High Priority Sources, including the

date that the City eliminated or plans to eliminate the source, and EBMUD's unique identifier;

B. the number of feet of Linear High Priority Sources eliminated in the Fiscal Year, and the cumulative total feet of Linear High Priority Sources eliminated since EPA's approval of the RTSP;

C. the number of feet of Linear High Priority Sources that the City counted towards its Sewer Main Rehabilitation requirement in subparagraph 43(a) (Alameda); 54(a) (Albany), and 96(a) (Piedmont);

D. for those Linear High Priority Sources that were not eliminated within twenty-four (24) months, an explanation of why the Linear High Priority Sources were not eliminated and a description of the actions that will be taken in order to eliminate the Linear High Priority Sources.

iii. Non-Linear High Priority Sources

A. a cumulative list of all Non-Linear High Priority Sources, including the date that the City eliminated or plans to eliminate the source, and EBMUD's unique identifier;

B. the number of Non-Linear High Priority Sources eliminated in the Fiscal Year, and the cumulative number of Non-Linear High Priority Sources eliminated since EPA's approval of the RTSP;

C. for those Non-Linear High Priority Sources that were not eliminated within twenty-four (24) months, an explanation of why the Non-Linear High Priority Sources were not eliminated and a description of the actions that will be taken in order to eliminate the Non-Linear High Priority Sources.

iv. For sources of Inflow and Rapid Infiltration in the Collection System

that are not identified as High Priority, the date that the City incorporated each source into its Capital Improvement Plan, and EBMUD's unique identifier;

v. Sources of Inflow and Rapid Infiltration not in the Collection System

A. a cumulative list of all Private High Priority Sources, including the date that the City notified or plans to notify each owner of a source,

B. the date of any administrative, civil, or criminal enforcement actions initiated by City to eliminate the source, the status of the enforcement actions to eliminate the source, and EBMUD's unique identifier;

C. for all other sources of Inflow and Rapid Infiltration (including illicit connections) not in the Collection System and not owned by the City, the date that the City notified each owner of the source, the date of any administrative enforcement actions initiated by the City, the status of the administrative enforcement to eliminate the source, and EBMUD's unique identifier.

161. SSO Reduction Work. Each Satellite shall summarize its Work to reduce SSOs in its service area in the reporting Fiscal Year. The summary shall include, but not be limited to, the following:

a. a description of the activities to Repair Acute Defects, including the number of Acute Defects found; the number of Acute Defects Repaired; and for Acute Defects that were not Repaired within twelve (12) months from identification, provide an explain why they were not Repaired and describe the actions or a schedule to Repair the Defects as soon as possible;

b. for Alameda, the information required in Paragraph 161(a) for any Acute Defects in Alameda Point;

c. the feet of Sewer Main cleaned and percent of feet of Sewer Main in the City's Collection System cleaned as part of the routine and hot spot cleaning programs, reporting both unique footage and total footage (i.e., including repeat cleanings);

d. the feet of pipe in the hot spot cleaning program and the range of cleaning frequencies;

e. for Alameda, the information required in Paragraph 161(c) for feet of Sewer Mains in the hot spot cleaning program in Alameda Point;

f. for Alameda, a description of Repairs, renovations, and upgrades of its pump stations and force mains for the reporting Fiscal Year, and a description of projects to be completed in the next Fiscal Year; and

g. for Alameda, during any reporting period during which the City is a Regional Sewer Lateral Program Non-Participant, provide the information required by Paragraph 157(b).

G. FOR EMERYVILLE ONLY:

162. AMIP Implementation. Emeryville shall summarize implementation of each element of its AMIP not addressed below. The summary shall include any proposed revisions to the AMIP, along with any accompanying changes to its financial plan, and an explanation of how those revisions are consistent with the Work in the Consent Decree.

163. I&I Reduction Work. Emeryville shall summarize its Work to reduce I&I in its service area in the reporting Fiscal Year. The summary shall include, but not be limited to, the following:

a. Sewer Main and Maintenance Hole Repair and Rehabilitation

i. Rehabilitation: all Sewer Main and Maintenance Hole Repair or Rehabilitation activities completed, including:

A. the feet of Sewer Main Rehabilitated and number of Repairs;

B. the number of Maintenance Holes associated with Rehabilitated

Sewer Mains and the number of Maintenance Holes Repaired or Rehabilitated;

C. if the City did not achieve its Rehabilitation requirement in Paragraph 73(a), an explanation of why it did not achieve the Rehabilitation requirement and a description of what changes to the Work will be made in order to correct the deficiency and achieve the Rehabilitation requirement in subsequent Fiscal Years;

D. the Rehabilitation budget and dollars spent on Sewer Main Rehabilitation; and

E. the Collection System Repair or Rehabilitation projects targeted to be completed in the next Fiscal Year, if any.

ii. Inspections: inspection and condition assessment activities completed in the reporting year, including:

A. the rate of Sewer Main inspection and documented condition assessment;

B. the total feet of Sewer Main inspected with completed condition assessment and the cumulative total feet of Sewer Main inspected with completed condition assessment since the Effective Date;

C. if the City conducts inspections of Sewer Mains using a method other than CCTV, the City shall identify the method, explain how that method is as equally effective as CCTV and identify the total feet of Sewer Main that was inspected using that method;

D. the number of Maintenance Holes inspected; and

E. if the City did not achieve its inspection and condition assessment requirement in Paragraph 73(b), an explanation of why it did not achieve the inspection and condition assessment requirement and

a description of what changes to the Work will be made in order to achieve the inspection and condition assessment requirement in subsequent Fiscal Years.

iii. Regional Standards: a description of the activities to develop – and, beginning in 2017, the extent of compliance with – Regional Standards.

b. Sewer Lateral Inspection and Repair or Rehabilitation

i. Sewer Laterals: a description of activities to notify property owners of defective Sewer Laterals, including the number of Sewer Laterals identified as defective; the number of property owners notified that their Sewer Laterals are defective; and a copy of a representative notice that was sent to property owners notifying them that their Sewer Lateral is defective; a description and the number of any administrative, civil or criminal enforcement actions taken against property owners for defective Sewer Laterals; the number of Emeryville-owned Sewer Laterals; the number of Emeryville-owned Sewer Laterals inspected and Repaired or Rehabilitated and the cumulative number of Emeryville-owned Sewer Laterals inspected and Repaired or Rehabilitated from the Effective Date; and the address and name of the owner of any property owned by a Public Entity, or the State or federal government, that has an identified defective Sewer Lateral, including a description of the defect and a summary of the City's assistance to EBMUD in the development of a Sewer Lateral education and outreach program.

ii. Lower Sewer Laterals: the number of Lower Laterals Repaired or Rehabilitated and reconnected in conjunction with the Rehabilitated Sewer Mains.

c. Inflow and Rapid Infiltration Identification and Elimination:

i. a description of the City's cooperation with EBMUD's implementation of the RTSP;

ii. Linear High Priority Sources

A. a cumulative list of all Linear High Priority Sources, including the

date that the City eliminated or plans to eliminate the source, and EBMUD's unique identifier;

B. the number of feet of Linear High Priority Sources eliminated in the Fiscal Year, and the cumulative total feet of Linear High Priority Sources eliminated since EPA's approval of the RTSP;

C. the number of feet of Linear High Priority Sources that the City counted towards its Sewer Main Rehabilitation requirement in subparagraph 73(a);

D. for those Linear High Priority Sources that were not eliminated within twenty-four (24) months, an explanation of why the Linear High Priority Sources were not eliminated and a description of the actions that will be taken in order to eliminate the Linear High Priority Sources.

iii. Non-Linear High Priority Sources

A. a cumulative list of all Non-Linear High Priority Sources, including the date that the City eliminated or plans to eliminate the source, and EBMUD's unique identifier;

B. the number of Non-Linear High Priority Sources eliminated in the Fiscal Year, and the cumulative number of Non-Linear High Priority Sources eliminated since EPA's approval of the RTSP;

C. for those Non-Linear High Priority Sources that were not eliminated within twenty-four (24) months, an explanation of why the Non-Linear High Priority Sources were not eliminated and a description of the actions that will be taken in order to eliminate the Non-Linear High Priority Sources.

iv. For sources of Inflow and Rapid Infiltration in the Collection System that are not identified as High Priority, the date that the City

incorporated each source into its Capital Improvement Plan, and EBMUD's unique identifier;

v. Sources of Inflow and Rapid Infiltration not in the Collection System

A. a cumulative list of all Private High Priority Sources, including the date that the City notified or plans to notify each owner of a source,

B. the date of any administrative, civil, or criminal enforcement actions initiated by City to eliminate the source, the status of the enforcement actions to eliminate the source, and EBMUD's unique identifier;

C. for all other sources of Inflow and Rapid Infiltration (including illicit connections) not in the Collection System and not owned by the City, the date that the City notified each owner of the source, the date of any administrative enforcement actions initiated by the City, the status of the administrative enforcement to eliminate the source, and EBMUD's unique identifier.

164. SSO Reduction Work. Emeryville shall summarize its Work to prevent SSOs in its service area in the reporting Fiscal Year. The summary shall include, but not be limited to, the following:

a. a description of the activities to Repair Acute Defects, including the number of Acute Defects found; the number of Acute Defects Repaired; and for Acute Defects that were not Repaired within twelve (12) months from identification, provide an explanation why they were not Repaired and describe the actions or a schedule to Repair the Defects as soon as possible;

b. the feet of Sewer Main cleaned and percent of feet of Sewer Main cleaned as part of the routine and hot spot cleaning programs, reporting both unique footage and total footage (i.e., including repeat cleanings) for: (1) trunk sewers designated by ID prefixes: 20-

000, 21-000 and 22-000 in the City's Collection System and (2) all other Sewer Main in the City's Collection System;

c. the feet of Sewer Main in the hot spot cleaning program and the range of cleaning frequencies.

H. FOR OAKLAND ONLY:

165. AMIP Implementation. The City shall summarize implementation of each element of its AMIP. The summary shall include any proposed revisions to the AMIP, including, but not limited to, revisions to maintenance, construction and Rehabilitation schedules, along with any associated changes to its financial plan, and an explanation of how those revisions are consistent with its obligations under the Consent Decree.

166. I&I Reduction Work. The City shall summarize its Work to reduce I&I in its service area in the reporting Fiscal Year. The summary shall include, but not be limited to, the following:

a. Sewer Main and Maintenance Hole Rehabilitation

i. Rehabilitation: all Sewer Main and Maintenance Hole Repair and Rehabilitation activities completed, including:

A. pursuant to subparagraph 83(a), the number of feet of Sewer Main Rehabilitated, and the cumulative total feet of Sewer Main Rehabilitated since the Effective Date;

B. pursuant to subparagraph 83(b), the number of feet of Sewer Main Rehabilitated, and the cumulative total feet of Sewer Main Rehabilitated since the Effective Date;

C. the number of Maintenance Holes associated with Rehabilitated Sewer Mains and the number of Maintenance Holes Rehabilitated;

D. a statement that the City did not reconnect any abandoned Sewer Laterals that the City found to be connected to the Sewer Main;

E. if the City did not achieve its Rehabilitation requirement in

Paragraph 83(a), or 83(b), provide an explanation of why it did not achieve the Rehabilitation requirement and a description of what changes to the Work will be made in order to correct the deficiency and achieve the Rehabilitation requirement in subsequent Fiscal Years;

F. the Rehabilitation budget and dollars spent on Sewer Main Rehabilitation;

G. the Sewer Mains targeted to be Rehabilitated in the next Fiscal Year; and

H. an explanation of any revisions that were made to Appendix H, or the financial plan associated with future Sewer Main Repair and Rehabilitation, including what revisions, if any, were made based on information from the EBMUD RTSP.

ii. Inspections: inspection and condition assessment activities completed, including:

A. the total feet of Sewer Main inspected with completed condition assessment and the cumulative total feet of Sewer Main inspected with completed condition assessment since the Effective Date;

B. if the City conducts inspections of Sewer Mains using a method other than CCTV, the City shall identify the method, explain how that method is as equally effective as CCTV and identify the total feet of Sewer Main that was inspected using that method;

C. the number of Maintenance Holes inspected; and

D. if the City did not achieve its inspection and condition assessment requirement in Paragraph 83, an explanation of why it did not achieve the inspection and condition assessment requirement and a description of what changes to the Work will be made in order to correct the deficiency and achieve the inspection and condition assessment requirement in subsequent Fiscal Years.

iii. Regional Standards: a description of the activities to develop – and, beginning in 2017, the

extent of compliance with – Regional Standards.

b. Sewer Lateral Inspection and Repair or Rehabilitation

i. Sewer Laterals: a description of the activities taken and materials used to notify property owners of defective Sewer Laterals, including:

A. the number of Sewer Laterals identified as defective;

B. the number of property owners notified that their Sewer Laterals are defective;

C. a copy of a representative notice that was sent to property owners notifying them that their Sewer Lateral is defective;

D. a description and the number of any administrative enforcement actions taken against property owners for defective Sewer Laterals;

E. the number of Oakland-owned Sewer Laterals inspected and Repaired or Rehabilitated and the cumulative number of Oakland-owned Sewer Laterals inspected and Repaired or Rehabilitated from the Effective Date;

F. the address and name of the owner of any property owned by a Public Entity, or the State or federal government, that has an identified defective Sewer Lateral, including a description of the defect; and

G. a summary of the City's assistance to EBMUD in the development of a Sewer Lateral education and outreach program.

ii. Lower Sewer Laterals: the number of Lower Sewer Laterals connected to the Rehabilitated Sewer Mains and the number of Lower Sewer Laterals Repaired or Rehabilitated.

c. Inflow and Rapid Infiltration Identification and Elimination:

i. a description of the City's cooperation with EBMUD's implementation of the RTSP;

ii. Linear High Priority Sources

A. a cumulative list of all sources designated as Linear High Priority Sources, including the date that the City designated each source, the date that the City eliminated or plans to eliminate the source, and EBMUD's unique identifier;

B. the number of feet of Linear High Priority Sources eliminated in the Fiscal Year, and the cumulative total feet of Linear High Priority Sources eliminated since EPA's approval of the RTSP;

C. the number of feet of Linear High Priority Sources in Sub-Basins in Appendix H that the City counted towards its Sewer Main Rehabilitation requirement in subparagraph 83(a);

D. the number of feet of Linear High Priority Sources that the City counted towards its Sewer Main Rehabilitation requirement in subparagraph 83(b);

E. for those Linear High Priority Sources that were not eliminated within twenty-four (24) months, an explanation of why the Linear High Priority Sources were not eliminated and a description of the actions that will be taken in order to eliminate the Linear High Priority Sources.

iii. Non-Linear High Priority Sources

A. a cumulative list of all sources designated as Non-Linear High Priority Sources, including the date that the City designated each source, the date that the City eliminated or plans to eliminate the source, and EBMUD's unique identifier;

B. for those Non-Linear High Priority Sources that were not

eliminated pursuant to subparagraph 87(c), an explanation of why the Non-Linear High Priority Sources were not eliminated and a description of the actions that will be taken in order to eliminate the Non-Linear High Priority Sources.

iv. Sources of Inflow and Rapid Infiltration not in the Collection System

A. a cumulative list of all sources designated as Private High Priority Sources, including EBMUD's unique identifier, the date that the City designated each source, the date that the City notified or plans to notify each owner of the Private High Priority Source, and the date any administrative, civil, or criminal enforcement actions were initiated to eliminate the source and the status of the enforcement actions to eliminate the source;

B. for all other sources of Inflow and Rapid Infiltration (including illicit connections) not in the Collection System, the date that the City notified each owner of the source, the date any administrative enforcement actions were initiated and the status of the administrative enforcement to eliminate the source.

167. SSO Reduction Work. The City shall summarize its Work to reduce SSOs in its service area in the reporting Fiscal Year, describe the success of the Work at preventing blockages and SSOs, and describe any changes to be made to the Work to further reduce blockages and SSOs. The summary shall include, but not be limited to, the following:

a. Capacity Assurance: a description of the activities performed in order to monitor the locations in Paragraph 89(a) during rain events, including:

i. the highest water level in relation to the Maintenance Hole that was observed in the reporting Fiscal Year;

ii. the identification of any capacity-related SSO or instance of the water level reaching within one (1) foot of the Maintenance Holes rim due to a

lack of capacity and whether the event(s) occurred during a rain event that was greater than the December 5, 1952 Storm;

iii. a description of all activity the City performed to prevent an SSO from occurring at a location where the City had reason to believe a capacity-related SSO was likely to occur;

iv. a description of activities to address locations that do not have sufficient capacity;

v. a list of sewer segments improved pursuant to Paragraph 89(b) including the date the capacity was improved, and certification that any improved Sewer Main has sufficient capacity; and

vi. the identification of any capacity-related SSOs and the SSO date and location.

b. Inspections: a statement that Oakland completed CCTV inspections downstream of each SSO location;

c. Acute Defects: a description of the activities to Repair Acute Defects, including:

i. the number of Acute Defects found;

ii. the number of Acute Defects Repaired; and

iii. for Acute Defects that were not Repaired within one Year, provide an explanation why they were not Repaired on time and describe the actions that will be taken and/or the schedules that will be established in order to Repair the Defects as soon as possible;

d. Sewer Main Line Cleaning: a description of activities conducted under its sewer cleaning program, including:

i. the feet of Sewer Main cleaned once during the Fiscal Year (i.e., unique feet) and the cumulative unique feet of Sewer Main cleaned since the Effective Date;

ii. the feet of Sewer Main cleaned more than once during the Fiscal Year and the cumulative total feet of Sewer Main cleaned more than once in a Fiscal Year. The length of a segment of Sewer Main in this subparagraph 167(d)(ii) is counted once regardless of the number of times it is cleaned;

iii. the total feet of Sewer Main cleaned during the reporting Fiscal Year, including repeat cleanings, and the cumulative total feet of Sewer Main cleaned. For this subparagraph, the cumulative total of Sewer Main cleaned shall start at zero on January 1, 2010 and be reset to zero on July 1, 2018. The length of each segment of Sewer Main is multiplied by the number of times it is cleaned;

iv. By June 30, 2018, a statement that Oakland has cleaned its entire Collection System, once this goal is achieved.

e. Root Cleaning: a description of the activities conducted under Oakland's root control program, including the feet of Sewer Main treated for root control cumulatively and in each Fiscal Year beginning July 1, 2013;

f. Hot Spot Cleaning: description of activities conducted under its hot spot program, including feet of Sewer Main in the hot spot cleaning program and the range of cleaning frequencies for Sewer Main in the hot spot cleaning program;

g. FOG: a description of activities to control FOG in the Collection System; a list of any SSOs that were thought to be associated with FOG or excessive buildup of grease, a list of FOG locations referred to EBMUD for investigation, and any actions that were taken against food service establishments related to inadequate FOG controls;

h. Pump Stations: a description of pump station renovations and upgrades required by the Pump Station Reliability Plan during the previous Fiscal Year and a description of projects to be completed in the following Fiscal Year.

168. Reserved.

I. FOR THE STEGE SANITARY DISTRICT ONLY:

169. AMIP Implementation. The District shall summarize implementation of each element of its AMIP not addressed below. The summary shall include any proposed revisions to the AMIP, along with any accompanying changes to its financial plan.

170. I&I Reduction Work. The District shall summarize its Work to reduce I&I in its service area in the reporting Fiscal Year. The summary shall include, but not be limited to, the following:

a. Sewer Main and Maintenance Hole Rehabilitation

i. Rehabilitation: all Sewer Main and Maintenance Hole Repair and Rehabilitation activities completed, including:

A. the number of feet of Sewer Main Rehabilitated, and the cumulative total feet of Sewer Main Rehabilitated since the Effective Date;

B. the number of Maintenance Holes Rehabilitated associated with Rehabilitated Sewer Mains and the number of Maintenance Holes Rehabilitated;

C. the number of abandoned Sewer Laterals found to be connected to the Sewer Main and the number of abandoned Sewer Laterals disconnected from the Sewer Main;

D. if the District did not achieve its Rehabilitation requirement in Paragraph 107(a), an explanation of why it did not achieve the Rehabilitation requirement and a description of what changes to the Work will be made in order to correct the deficiency and achieve the Rehabilitation requirement in subsequent Fiscal Years;

E. the Rehabilitation budget and dollars spent on Sewer Main Rehabilitation;

F. the Collection System Rehabilitation projects targeted to be completed in the next Fiscal Year; and

G. an explanation of any revisions that were made to the Capital Improvement Plan or the financial plan associated with future Repair and Rehabilitation projects, including what revisions, if any, that were made based on information from the EBMUD RTSP.

ii. Inspections: inspection and condition assessment activities completed, including:

A. the rate of Sewer Main inspection and condition assessment;

B. the total feet of Sewer Main inspected with completed condition assessment and the cumulative total feet of Sewer Main inspected with completed condition assessment since the Effective Date;

C. if the District conducts inspection of Sewer Mains using a method other than CCTV, the District shall identify the method, explain how that method is as equally effective as CCTV and identify the total feet of Sewer Main that was inspected using that method;

D. the number of Maintenance Holes associated with Sewer Mains that were inspected and the number of Maintenance Holes inspected;

E. if the District did not achieve its inspection and condition assessment requirement in Paragraph 107(b), an explanation of why it did not achieve the inspection and condition assessment requirement and a description of what changes to the Work will be made in order to correct the deficiency and achieve the inspection and condition assessment requirement in subsequent Fiscal Years; and

F. the Collection System inspection and condition assessment Work to be completed in the next Fiscal Year.

iii. Regional Standards: a description of the activities to develop – and, beginning in 2017, the extent of compliance with – Regional Standards.

b. Sewer Lateral Inspection and Repair or Rehabilitation

i. Sewer Laterals: a description of activities and materials to notify property owners of defective Sewer Laterals, including:

A. the number of Sewer Laterals identified as defective outside of the triggering actions to test Sewer Laterals pursuant to the Amended Regional Ordinance;

B. the number of property owners notified that their Sewer Laterals are defective;

C. a copy of a representative notice that was sent to property owners notifying them that their Sewer Lateral is defective;

D. a description and the number of any administrative, civil or criminal enforcement actions taken against property owners for defective Sewer Laterals;

E. the number of District-owned and Non-Defendant Permitting Agency-owned Sewer Laterals, the number of District-owned and Non-Defendant Permitting Agency-owned Sewer Laterals inspected and Repaired or Rehabilitated and the cumulative number of District-owned and Non-Defendant Permitting Agency-owned Sewer Laterals inspected and Repaired or Rehabilitated from the Effective Date;

F. the address and name of the owner of any property owned by a Public Entity, or the State or federal government, that has an identified defective Sewer Lateral, including a description of the

defect; and

G. a summary of the District's assistance to EBMUD in the development of a Sewer Lateral education and outreach program.

c. Inflow and Rapid Infiltration Identification and Elimination:

i. a description of the District's cooperation with EBMUD's implementation of the RTSP;

ii. Linear High Priority Sources

A. a cumulative list of all Linear High Priority Sources, including the date that the District eliminated or plans to eliminate the source, and EBMUD's unique identifier;

B. the number of feet of Linear High Priority Sources eliminated in the Fiscal Year, and the cumulative total feet of Linear High Priority Sources eliminated since EPA's approval of the RTSP;

C. the number of feet of Linear High Priority Sources that the District counted towards its Sewer Main Rehabilitation requirement in subparagraph 107(a);

D. for those Linear High Priority Sources that were not eliminated within twenty-four (24) months, an explanation of why the Linear High Priority Sources were not eliminated and a description of the actions that will be taken in order to eliminate the Linear High Priority Sources.

iii. Non-Linear High Priority Sources

A. a cumulative list of all Non-Linear High Priority Sources, including the date that the District eliminated or plans to eliminate the source, and EBMUD's unique identifier;

B. the number of Non-Linear High Priority Sources eliminated in the Fiscal Year, and the cumulative number of Non-Linear High

Priority Sources eliminated since EPA's approval of the RTSP;

C. for those Non-Linear High Priority Sources that were not eliminated within twenty-four (24) months, an explanation of why the Non-Linear High Priority Sources were not eliminated and a description of the actions that will be taken in order to eliminate the Non-Linear High Priority Sources.

iv. For sources of Inflow and Rapid Infiltration in the Collection System that are not identified as High Priority, the date that the District incorporated each source into its Capital Improvement Plan, and EBMUD's unique identifier;

v. Sources of Inflow and Rapid Infiltration not in the Collection System

A. a cumulative list of all Private High Priority Sources, including the date that the District notified or plans to notify each owner of a source,

B. the date of any administrative, civil, or criminal enforcement actions initiated by District to eliminate the source, the status of the enforcement actions to eliminate the source, and EBMUD's unique identifier;

C. for all other sources of Inflow and Rapid Infiltration (including illicit connections) not in the Collection System and not owned by the District, the date that the District notified each owner of the source, the date of any administrative enforcement actions initiated by the District, the status of the administrative enforcement to eliminate the source, and EBMUD's unique identifier.

171. SSO Reduction Work. The District shall summarize its Work to reduce SSOs in its service area, describe the success of the Work at preventing blockages and SSOs, and

describe any changes to be made to further reduce blockages and SSOs. The summary shall include, but not be limited to, the following:

a. Capacity Assurance: a description of activities performed in order to monitor the locations in Paragraph 113 during rain events, including:

i. the highest water level in relation to the Maintenance Hole that was observed in the reporting Fiscal Year;

ii. identify if there was an SSO or the water level reaches within one (1) foot of the Maintenance Holes rim and whether the event(s) occurred during a rain event that was greater than the December 5, 1952 Storm;

iii. a description of all activity the District performed to prevent an SSO from occurring at a location that the District had reason to believe an SSO was likely to occur;

iv. a list of sewer segments improved pursuant to Paragraph 113, including the date the capacity was improved, and certification that any improved Sewer Main has sufficient capacity; and

v. the identification of any capacity-related SSOs and the SSO date and location.

b. Inspections: a certification that the District completed CCTV inspections downstream of each SSO location under Paragraph 114;

c. Acute Defects: a description of the activities to Repair Acute Defects under Paragraph 115, including:

i. the number of Acute Defects found;

ii. the number of Acute Defects Repaired; and

iii. for Acute Defects that were not Repaired within twelve (12) months, provide an explanation why they were not Repaired on time and describe the actions that will be taken and/or the schedules that will be established in order to Repair the Defects as soon as possible;

d. Sewer Main Cleaning: a description of activities conducted under its sewer cleaning program pursuant to Paragraph 116, including the feet of Sewer Main cleaned and percent of feet of Sewer Main in the District's Collection System cleaned that are: (i) less than eighteen (18) inches in diameter and (ii) eighteen inches or greater in diameter as part of the routine and hot spot cleaning programs, reporting both unique footage and total footage (i.e., including repeat cleanings);

e. Root Cleaning: a description of the activities conducted under its root control program pursuant to Paragraph 117, including the feet of Sewer Main treated for root control (i.e., unique feet) reported as an annual total feet and the cumulative total of feet treated for root control since the Effective Date;

f. Hot Spot Cleaning: description of activities conducted under its hot spot program pursuant to Paragraph 118, including feet of Sewer Mains in the hot spot cleaning program, the range of cleaning frequencies for pipe in the hot spot cleaning program, feet of hot spot pipe cleaned once or more during the reporting Fiscal Year (i.e., unique feet), the total feet of hot spot cleaning during the reporting Fiscal Year, including repeat cleanings;

g. FOG: a description of activities to control FOG in the Collection System pursuant to Paragraph 119 and a list of any SSOs that were thought to be associated with FOG or excessive buildup of grease and that were investigated; and any actions that were taken against food service establishments related to inadequate FOG controls;

h. SSO Prevention and Outreach: a report on the measures it has taken pursuant to Paragraph 120.

J. MISCELLANEOUS

172. If the Annual Report documents that any of the obligations subject to stipulated penalties may not have been complied with, and a Defendant takes the position that potentially applicable stipulated penalties should not be assessed, that Defendant may include in the Annual Report an explanation as to why Plaintiffs should forego collecting such penalties; provided, however, that not including such information does not prejudice the Defendant

from providing such or additional information to Plaintiffs or the Court in the "Dispute Resolution" Section of this Consent Decree.

173. Each Annual Report shall be signed by an official of the Defendant submitting it and shall include the following certification:

"I certify under penalty of law that this document and its attachments were prepared either by me personally or under my direction or supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gathered and presented the information contained therein. I further certify, based on my personal knowledge or on my inquiry of those individuals immediately responsible for obtaining the information, that to the best of my knowledge and belief the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing and willful submission of a materially false statement."

174. The reporting requirements of this Consent Decree do not relieve any Defendant of any reporting obligations required by the CWA or the California Water Code, or their implementing regulations, or by any other federal, State, or local law, regulation, permit, or other requirement.

175. The Defendants may prepare a single consolidated Annual Report (provided it complies with the foregoing requirements) or may prepare separate or smaller group reports, as they may choose. To the extent separate Annual Reports are prepared in a given Fiscal Year, they shall follow similar formats for ease of comparison.

176. Once Defendants have been performing the Work under the Consent Decree for a period of ten (10) Calendar Years or more from the Effective Date, one or more Defendants may submit a written request to Plaintiffs for authorization to prepare future biennial reports satisfying the requirements of this Section. EPA may, after consultation with the Regional Water Board, grant or refuse such a request in its sole discretion, which shall not be subject to Dispute Resolution. EPA shall confirm its decision in writing, and shall serve its decision on all Parties. If, at any time after EPA grants such a request, EPA deems it necessary to

receive reports annually, EPA shall notify Defendants in writing, and Defendants shall thereafter submit reports on an annual basis. Actions taken by EPA pursuant to this Paragraph shall not be considered modifications and shall not be subject to the requirements of Section XXIX (Modifications).

XIX. REVIEW AND APPROVAL OF DELIVERABLES

177. A Defendant shall submit any plan, report, or other item that it is required to submit for approval pursuant to this Consent Decree to Plaintiffs. EPA may, after consultation with the Regional Water Board (a) approve the Deliverable, in whole or in part, (b) approve the Deliverable upon specified conditions, (c) disapprove the Deliverable, in whole or in part, providing comments identifying deficiencies and directing the Defendant to modify the Deliverable, in whole or in part; or (d) any combination of the above. EPA shall use its best efforts to timely respond to any Deliverable as provided for by this Paragraph. Consistent with the requirements of Section XXVI (Notices), when a Defendant submits a Deliverable to EPA for review and approval, the Defendant shall concurrently provide the Intervenors with a copy of the Deliverable. Intervenors shall have no more than 30 Days from receipt of any Deliverable to provide comments on the Deliverable to EPA and the Regional Water Board. If Intervenors provide timely comments on a Deliverable, EPA will consult with Intervenors before making a decision as to whether and/or how to approve the Deliverable. If Intervenors do not intend to comment on a Deliverable, they will provide notice to EPA and the Regional Water Board as soon as practicable after receipt of the Deliverable.

178. Within 45 Days of receiving EPA's written comments, unless a longer period of time is agreed to by EPA in writing, the Defendant shall either: (a) alter the submission consistent with EPA's written comments and provide the submission to EPA for approval, or (b) submit the matter for dispute resolution under Section XXII of this Decree. Upon receipt of EPA's final approval of the submission, or upon completion of the submission pursuant to dispute resolution, the Defendant shall implement the approved submission.

179. If a Deliverable is approved pursuant to this Section, the Defendant shall take all actions

required by the Deliverable, in accordance with the schedules and requirements of the Deliverable as approved. If the Deliverable is conditionally approved or approved only in part, the Defendant shall, upon written direction of EPA, take all actions required by the approved Deliverable that EPA determines are technically severable from any disapproved portions, subject to the Defendant's right to dispute only the specified conditions or the disapproved portions, under Section XXII (Dispute Resolution).

180. If the Deliverable is disapproved in whole or in part pursuant to this Section, the Defendant shall, within 60 Days or such other time as the Plaintiffs and that Defendant agree to in writing, correct all deficiencies and resubmit the Deliverable, or disapproved portion thereof, for approval in accordance with the preceding Paragraphs. Alternatively, the Defendant may invoke the Dispute Resolution Section of this Decree.

181. If a resubmitted Deliverable, or portion thereof, is disapproved in whole or in part, EPA may again require the Defendant to correct any deficiencies in accordance with the preceding Paragraphs, subject to the Defendant's right to invoke Dispute Resolution.

XX. STIPULATED PENALTIES

A. DEFENDANTS SHALL BE LIABLE FOR STIPULATED PENALTIES TO PLAINTIFFS FOR THE FOLLOWING VIOLATIONS OF THIS CONSENT DECREE AS SPECIFIED BELOW:

182. Failure to Commission Urban Runoff Diversion Project. For each Day EBMUD fails to commission the Urban Runoff Diversion Project as set forth in Section XVII or Appendix C, stipulated penalties may be assessed against EBMUD as follows:

Period of Noncompliance	Penalty Per Violation
More than 30 Days	$1000 per Day

183. Failure to Operate the Urban Runoff Diversion Project in Accordance with Approved Plan. If EBMUD fails to operate the Project in accordance with the approved plan, and in accordance with the terms of this Consent Decree as described in Section XVII and Appendix C, daily stipulated penalties may be assessed against EBMUD as follows:

Period of Noncompliance	Penalty Per Violation Per Day

15 - 30 Days	$1,500
More than 30 Days	$2,500

184. WWF Discharges That Occur After a Compliance Deadline Specified in Paragraph 16 of Section VI (Work - General).

a. In the event that a WWF experiences a discharge and the Output Ratio calculated in accordance with Section XVI(B) (WWF Output Tests) is greater than 0%, stipulated penalties may be assessed against EBMUD and each Satellite discharging to that WWF as follows:

Fiscal Year after compliance deadline	Stipulated Penalty per Defendant per Fiscal Year in which one or more such WWF Discharges occur from one or more WWFs
1st Fiscal Year in which any such discharge occurs from that WWF	$30,000
2nd Fiscal Year in which any such discharge occurs from that WWF	$50,000
3rd Fiscal Year in which any such discharge occurs from that WWF	$70,000
4th and later Fiscal Years in which any such discharge occurs from that WWF	$150,000

b. EBMUD shall notify Plaintiffs with a copy to Defendants and Intervenors of a WWF Discharge occurring after a compliance deadline specified in Paragraph 16 within ninety (90) Days of its occurrence ("the 90-Day Notice"). The 90-Day Notice shall include the information required by Paragraph 134.5. Any Defendant may, within 60 Days after submission of the 90-Day Notice, submit to Plaintiffs an explanation of why the Defendant should not be held responsible for the WWF Discharge in question. Thereafter, EPA shall determine, after consultation with the Regional Water Board, whether a stipulated penalty shall be assessed against any Defendant(s) for the discharge(s) in question.

185. Late Payment of a Civil Penalty. If a Defendant fails to pay the civil penalty required to be paid under Section V of this Decree (Civil Penalties) when due, stipulated penalties of $500 per Day may be assessed against that Defendant for each Day that the payment is late.

186. SSOs Reaching Waters. For each SSO that reaches waters of the United States, a

stipulated penalty may be assessed as follows, with "gallons" referring to the total size of the overflow, spill or release:

Penalty Per SSO for SSOs totaling:		
Less than 1,000 gallons	1,000 to 9,999 gallons	10,000 gallons or more
$200	$1,000	$25,000

a. A Defendant shall not be liable for stipulated penalties under this Paragraph if that Defendant demonstrates that the SSO was caused by an Act of God, vandalism, or a contractor not working directly or indirectly for the Defendant, and the Defendant demonstrates that it has used all reasonable measures to prevent such SSO.

b. At their discretion, Plaintiffs may reduce or not assess a stipulated penalty under this Paragraph for any particular SSO. In exercising their discretion of whether to reduce or not assess a stipulated penalty for an SSO, Plaintiffs may consider evidence submitted by any Defendant explaining why the Defendant should not be subject to a stipulated penalty for that SSO, including, but not limited to, any actions taken to prevent that SSO including performance of SSO Work; any actions taken to recover the sewage from that SSO; and any administrative or civil penalty that has been paid for that SSO.

187. Failure to Meet Effluent Limitation or Monitoring Requirements. For each violation of the effluent limitations set forth in Section VII (EBMUD Work) for the WWFs, a stipulated penalty may be assessed against EBMUD as follows:

Effluent Limitation	Penalty Per Violation Per Day
pH	$3,000
Coliform	$3,000
Chlorine	$3,000, except that if the total volume discharged is greater than 50,000 gallons, the penalty is $10,000

188. In addition, a stipulated penalty of $3,000 per missed effluent monitoring, per pollutant, may be assessed against EBMUD, unless the Regional Water Board determines after consultation with the EPA that sampling as described in the Self-Monitoring Program, attached as Appendix D was infeasible.

189. Failure to Timely Submit Deliverables.

a. For each Day a Defendant fails to timely submit any Deliverable listed in this

Paragraph, a stipulated penalty for each such Deliverable may be assessed to that Defendant as follows:

Period of Noncompliance	Penalty Per Deliverable Per Day
1-15 Days	$100
16-30 Days	$300
31-60 Days	$500
More than 60 Days	$2,000

b. For purposes of this Paragraph, a Deliverable shall mean:

Deliverable	Reference Sections
Annual Reports, including the portions of EBMUD's report submitted pursuant to Paragraphs 149 and 150	Section XVIII
PEP	Section XV.A
RWPs, if required	Section XV.C
Pump Station Q Force Main Project Plan	Section VII.D (¶ 34)
Flow Model Calibration Plan	Section VII.F
Public Outreach and Sewer Lateral Education Program	Section VII.C
Berkeley Sewer Lateral Compliance Certificate Report	Section X (¶ 66(a))
Alameda Sewer Lateral Compliance Certificate Report	Section VIII (¶44(c)(iii))
Oakland Non-Linear High Priority Source plan	Section XII (¶87(c))
Oakland Root Control Evaluation Report	Section XII (¶ 92(e))
RTSP Plan	Section VII.B
Urban Runoff Diversion Project Plan	Section XVII (¶ 135)
Regional Standards Reports	Paragraphs 33, 43(c), 54(c), 64(c), 73(c), 83(d), 96(c), and 107(c)

190. Failure to Complete Specified Work.

a. Failure to Amend Regional Ordinance. EBMUD shall be subject to the following stipulated penalties for failure to timely amend its Regional Ordinance consistent

with the minimum requirements of Paragraphs 18-20:

Period of Noncompliance	Penalty Per Day
Days 1-30	$1,000
Days 31-60	$1,500
Days over 61	$2,000

b. Failure to Meet Required Spend Amount. If EBMUD's Annual Report indicates that EBMUD did not comply with the Required Spend requirement pursuant to Paragraph 29, the amount that EBMUD failed to spend shall be subject to forfeiture as a stipulated penalty.

c. Failure to Timely Amend Local Ordinances. Each Regional Sewer lateral Program Non-Participant shall be subject to the following stipulated penalties for failure to timely amend its Local Ordinance, consistent with the minimum requirements of Paragraphs 44(c) and 65:

Period of Noncompliance	Penalty Per Day for Failure to Timely Amend
Days 1-30	$1,000
Days 31-60	$1,500
Days over 61	$2,000

d. Failure to Take Action to Require Owners to Obtain Compliance Certificate. Each Regional Sewer Lateral Program Non-Participant shall be subject to the following stipulated penalties for failing to take action to require property owners to obtain a Compliance Certificate upon transfer of title of the structure, or prior to construction or significant modification of such structure, as required by its approved Ordinance:

Certificates Not Obtained and No Compliance Action	Penalty Per Certificate Each Year
25 – 50 Certificates	$100 per notice over 24
Over 50 Certificates	$200 per notice over 50

Penalties may only be assessed once per property per building permit.

e. Each Satellite Defendant (other than Stege Sanitary District) that participates in the Regional Sewer Lateral Program shall be subject to the following stipulated penalties for failing to provide notice to EBMUD of property owners required to obtain a Compliance

Certificate prior to construction or significant modification of such structure, unless the Defendant has in place a city building permitting process that requires a Compliance Certificate prior to receiving a final permit, and has provided EPA with a description of such process:

Notices Not Provided	Penalty Per Notice Each Year
25 – 50 Notices	$100 per notice over 24
Over 50 Notices	$200 per notice over 50

f. Signing Off On Final Inspection Without Requiring Compliance Certificate. If a Satellite that participates in the Regional Sewer Lateral Program under the EBMUD Amended Regional Ordinance has in place a city building permitting process that requires a Compliance Certificate prior to or concurrently with receiving a sign-off on a final inspection or certificate of occupancy and has provided EPA with a description of such process, such a Satellite shall be subject to the following stipulated penalties for signing off on final inspections or providing certificates of occupancy without first requiring a Compliance Certificate:

Final Inspection Sign-Offs Without First Requiring Compliance Certificate	Penalty Per Inspection Each Year
25 – 50 inspections	$100 per inspection over 24
Over 50 inspections	$200 per inspection over 50

Penalties may only be assessed once per property per building permit.

g. Failure to Renovate Pump Stations. The Cities of Alameda and Oakland shall be subject to the following stipulated penalties for failing to complete Rehabilitation of each pump station as required by Alameda's approved Pump Station Renovation Plan, or Oakland's approved Pump Station Reliability Plan:

Period of Noncompliance	Penalty Per Day Per Pump Station
Days 1-15	$0
Days 16-90	$500
Days over 90	$1,500

h. Failure to Rehabilitate Sewer Mains, Manholes and Lower Laterals. Beginning July 1, 2016, for failing in any Fiscal Year to timely Rehabilitate the number of feet of Sewer Mains, and associated Manholes and (for Satellites other than the Stege

Sanitary District) Lower Laterals, specified in Appendix E to this Decree (as that Appendix may be modified by an approved RWP, or pursuant to the Modification provisions of Section XXIX (Modification)), calculated using a three-year rolling average or cumulative total of Work, whichever is used by the Satellite, a Satellite shall be subject to a stipulated penalty equal to $6.00 per foot for the first 5000 feet, and $12.00 per foot for every foot over 5000 feet, by which the Satellite falls short of the Work requirement.

i. Failure to Update Capital Improvement Plan. A Satellite shall be subject to the following stipulated penalties for failing to update its Capital Improvement Plan within twenty-four (24) months as set forth in Paragraphs 47(a)(v), 58(a)(v), 68(a)(v), 76(a)(iii), 100(a)(v), and 111(a)(v), to include projects to eliminate the sources of Inflow and Rapid Infiltration identified by EBMUD pursuant to the RTSP.

Period of Noncompliance	Penalty Per Day
1-15 Days	$100
16-30 Days	$300
31-60 Days	$500
More than 60 Days	$2000

The first Day of noncompliance shall be considered the first Day of the twenty-fifth month after EBMUD provides notification to the Satellite.

j. Failure to Eliminate Linear or Non-Linear High Priority Sources of Inflow or Rapid Infiltration.

A Satellite shall be subject to the following stipulated penalties for failing to eliminate Linear or Non-Linear High Priority Sources of Inflow or Rapid Infiltration pursuant to the RTSP within twenty-four (24) months as set forth in Paragraphs 47, 58, 68, 76, 87, 100, and 111:

Number of Months Past the Deadline to Eliminate the Linear or Non-Linear High Priority Source of Inflow or Rapid Infiltration	Penalty Per Month Per Source for Failure to Eliminate Linear or Non-Linear High Priority Source of Inflow or Rapid Infiltration
1 month	$3,000
2 or more months	$7,000

The first month of noncompliance shall be considered the first Day of the twenty-sixth month after EBMUD or Oakland provides formal notification pursuant to Paragraphs 28(a)

or 87(a) on December 31st of each year; unless additional time is permitted pursuant to an applicable time extension provision in a Satellite's Work Section.

k. Failure to Provide Notification and Initiate Enforcement Action for Private High Priority Source.

A Satellite shall be subject to a stipulated penalty of $500 per month for failing to notify an owner and failing to initiate all necessary administrative, civil, or criminal enforcement action(s) to eliminate a Private High Priority Source within twenty-four (24) months as set forth in Paragraphs 47, 58, 68, 76, 87, 100, and 111. The first month of noncompliance shall be considered the first Day of the twenty-fifth month after EBMUD or Oakland provide formal notification pursuant to Paragraphs 28(a) or 87(a) on December 31st of each Year.

l. Failure to Clean Sewer Mains.

A Defendant shall be subject to a stipulated penalty of $0.20 per foot for the first 10,000 feet not cleaned, and $0.40 per foot for additional required footage not cleaned, based on a three-year rolling average or cumulative miles, whichever is used by the Satellite, for failing in any Fiscal Year to clean the Sewer Main mileage required by Paragraphs 50, 61, 71, 79, 92, 103, and 116 above.

m. Failure to Inspect and Assess Sewer Mains.

A Defendant shall be subject to a stipulated penalty of $0.20 per foot for the first 10,000 feet not inspected and assessed; $0.40 per foot for additional required footage not inspected and assessed, based on a three-year rolling average or cumulative miles, whichever is used by the Satellite, for failing in any Fiscal Year to inspect and document condition assessment, using CCTV or other equally effective method, its Collection System by the Sewer Main Linear Feet required by Paragraphs 43(b), 54(b), 64(b), 73(b), 83(c), 96(b), and 107(b) above.

n. Failure to Timely Implement All Other Work. For each Day a Defendant fails to timely implement any Work, including Work implemented under a Revised Work Plan, other than Work specifically identified in Paragraphs 182-190(m) above, daily stipulated

penalties may be assessed for each such item of Work as follows:

Period of Noncompliance	Penalty Per Violation Per Day
1 - 180 Days	$100
More than 180 Days	$200

No penalty shall be assessed under this subparagraph (n) for a failure to timely implement Work set forth in a Revised Work Plan approved by EPA pursuant to Section XV (Periodic Performance Evaluation and Work Plan Revision Process), to the extent that the Revised Work Plan contains an applicable stipulated penalty.

B. MISCELLANEOUS

191. Unless otherwise specified, stipulated penalties assessed under this Section shall begin to accrue on the Day after performance is due or on the Day a violation subject to stipulated penalties occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Either Plaintiff may, in the un-reviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due to it under this Consent Decree. In the use of Plaintiffs' discretion, either may take into consideration issues such as delays in discovery of Defendant's failure, response of Defendant upon discovery, delays in assessment of penalty, and magnitude of effect on compliance dates. Any Defendant may provide information for consideration as to whether a violation resulted from events outside the control of the Defendant on whom the penalty may be imposed, and the effect of the amount of the penalty on that Defendant's ability to comply with the requirements of this Consent Decree.

192. A Defendant shall pay stipulated penalties to the United States and the Regional Water Board within 120 Days of receiving a written demand from either Plaintiff, or both jointly; only one demand shall be made. The Defendant shall pay fifty percent (50%) of the total stipulated penalty amount due to the United States, and fifty percent (50%) to the Regional Water Board, using the penalty payment procedures set forth in the following Paragraph. Plaintiffs may modify these payment procedures through written notice to Defendants. Any demand for payment of a stipulated penalty shall be simultaneously sent to all other Parties.

193. Defendants shall pay stipulated penalties owing to the United States by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice, in accordance with written instructions to be provided to Defendants by the Financial Litigation Unit of the U.S. Attorney's Office for the Northern District of California, 450 Golden Gate Avenue, 11th Floor, San Francisco, CA 94102. At the time of payment, Defendants shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for stipulated penalties owed pursuant to the Consent Decree in *United States et al. v. EBMUD et al.*, and shall reference the civil action numbers C 09-00186-RS and C 09-05684-RS and DOJ Case No. 90-5-1-1-09361/1, to the United States in accordance with Section XXI of this Consent Decree (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

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

194. Defendants shall pay stipulated penalties owing to the Regional Water Board by sending a certified check or warrant payable to "California Regional Water Quality Control Board, San Francisco Bay Region." At the time of payment, a Defendant shall state in its transmittal letter that the payment is for stipulated penalties owed pursuant to the Consent Decree in *United States et al. v. EBMUD et al.*, and shall address it to:

Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

195. If any Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, that Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due, subject to Paragraph 196 below. Nothing in this Paragraph shall be construed to limit the United States or the Regional Water Board from seeking any remedy otherwise provided by law for a Defendant's failure to pay any stipulated penalties.

196. Upon receipt of a written demand for payment of a stipulated penalty, a Defendant may dispute its liability for such stipulated penalty pursuant to the Dispute Resolution Section of this Consent Decree. Pending resolution of any such dispute, stipulated penalties continue to accrue if the obligation at issue has not been met and interest on any unpaid penalties accrues pursuant to the terms of the preceding Paragraph; provided that Defendants may argue to the Court that stipulated penalties shall not run after the matter has been fully briefed. Upon the completion of dispute resolution, any stipulated penalties that are ultimately determined to be due, plus interest as applicable, shall be paid within 120 Days of (1) the date a motion must be filed under Paragraph 207 if the Defendant does not initiate Judicial Dispute Resolution pursuant to Paragraph 207, or (2) any Court order directing payment.

197. The payment of stipulated penalties shall not alter in any way a Defendant's obligation to complete the performance of all activities required under this Consent Decree. Payment of stipulated penalties pursuant to this Section shall be in addition to any other rights or remedies that shall be available to Plaintiffs by reason of a Defendant's failure to comply with the requirements of this Consent Decree, or any other applicable federal, State or local laws, regulations, NPDES permits, and all other applicable permits. Where a violation of this Order is also a violation of the Clean Water Act, or comparable State law, the Defendant shall be allowed a credit for any stipulated penalties paid against any statutory penalties imposed for such violation. The payment of stipulated penalties under this Consent Decree shall not be deemed an admission of a violation of any law, regulation, or any Defendant's NPDES permit.

XXI. FORCE MAJEURE

198. A "force majeure event" is any event beyond the control of a Defendant, its agents and contractors, or any entity controlled by a Defendant that delays the performance of any Work under this Consent Decree despite the Defendant's best efforts to fulfill the obligation to do that Work. "Best efforts" includes anticipating reasonably foreseeable force majeure

events and taking appropriate preventive actions, if they exist, before a force majeure event occurs. "Best efforts" also includes addressing the effects of any force majeure event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the extent reasonably practicable. "Force Majeure" does not include a Defendant's financial inability to perform any obligation under this Consent Decree.

199. A Defendant shall provide notice to the Chief of EPA Region 9, Water Section, Enforcement Division, within 15 Days and written notice, as provided in Section XXVI of this Consent Decree (Notices), within 60 Days of the time a Defendant first knew of, or by the exercise of due diligence, should have known of, a claimed force majeure event. The written notice shall state the anticipated duration of any delay, its cause(s), the Defendant's past and proposed actions to prevent or minimize any delay, a schedule for carrying out those actions, and the Defendant's rationale for attributing any delay to a force majeure event. Failure to provide written notice as required by this Paragraph shall preclude the Defendant from asserting any claim of force majeure.

200. If EPA, following consultation with the Regional Water Board, agrees that a force majeure event has occurred, it may agree to extend the time for a Defendant to perform the affected requirements for the time necessary to complete those obligations. An extension of time to perform the obligations affected by a force majeure event shall not, by itself, extend the time to perform any other obligation. Where EPA, following consultation with the Regional Water Board, agrees to an extension of time, the appropriate modification shall be made pursuant to Section XXIX of this Consent Decree (Modification).

201. If EPA, following consultation with the Regional Water Board, does not agree that a force majeure event has occurred, or does not agree to the extension of time sought by a Defendant, EPA's position shall be binding, unless the Defendant invokes Dispute Resolution under Section XXII of this Consent Decree. In any such dispute, the Defendant bears the burden of proving, by a preponderance of the evidence, that each claimed force majeure event is a force majeure event, that the Defendant gave the notice required

hereunder, that the force majeure event caused any delay the Defendant claims was attributable to that event, and that the Defendant exercised best efforts to prevent or minimize any delay caused by the event.

XXII. DISPUTE RESOLUTION

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

203. Informal Dispute Resolution. Any dispute subject to dispute resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a Defendant or Intervenor sends Plaintiffs a written notice of dispute ("Notice of Dispute"). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 60 Days from the date the Notice of Dispute was sent, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States; or, in the case of a demand for stipulated penalties made solely by the Regional Water Board, the position advanced by the Regional Water Board, shall be considered binding unless, within 30 Days after the conclusion of the informal negotiation period, the Defendant or Intervenor invokes the dispute resolution procedures as set forth in the following Paragraph.

204. Formal Dispute Resolution. A Defendant or Intervenor shall invoke the dispute resolution procedures of this Paragraph within the time period provided in the preceding Paragraph by serving on Plaintiffs (with a copy to the other Parties) a written statement of position ("Statement of Position") regarding the matter in dispute. The Statement of Position

shall include, but may not necessarily be limited to, any factual data, analysis, opinion, or legal analysis supporting the position and any supporting documentation relied upon by the Defendant or Intervenors. The Defendant may argue that no stipulated penalties or interest should be imposed.

205. As to all disputes other than disputes concerning a demand for stipulated penalties made solely by the Regional Water Board, the United States, following consultation with the Regional Water Board, shall serve the United States' Statement of Position within 45 Days after service of a Defendant's Statement of Position. Any Defendant may also serve a Statement of Position responsive to an Intervenor or to another Defendant during this period. The United States' Statement of Position shall include, but may not necessarily be limited to, any factual data, analysis, opinion, or legal analysis supporting that position and all supporting documentation relied upon by the United States and the Regional Water Board. The United States' Statement of Position shall be binding unless the Defendant or Intervenor files a motion for judicial review of the dispute in accordance with the following Paragraphs. If the United States does not serve a Statement of Position within the specified time period, the Party invoking dispute resolution may initiate Judicial Dispute Resolution under Paragraph 207 and accrual of interest shall be stayed unless otherwise ordered by the court.

206. As to a dispute concerning a demand for stipulated penalties made solely by the Regional Water Board, the Regional Water Board shall serve its Statement of Position within 45 Days after service of a Defendant's Statement of Position. The Regional Water Board's Statement of Position shall include, but may not necessarily be limited to, any factual data, analysis, opinion, or legal analysis supporting that position and all supporting documentation relied upon by the Regional Water Board. The Regional Water Board's Statement of Position shall be binding unless the Defendant files a motion for judicial review of the dispute in accordance with the following Paragraphs. If the Regional Water Board does not serve a Statement of Position within the specified time period, the Party invoking dispute resolution may initiate judicial dispute resolution under Paragraph 207 and

accrual of interest shall be stayed unless otherwise ordered by the Court.

207. Judicial Dispute Resolution. A Defendant or Intervenor may seek judicial review of the dispute against Plaintiffs by filing with the Court and serving on Plaintiffs (with copies to the other Parties in accordance with Section XXVI - Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 60 Days after service of the Statement of Position by the United States or the Regional Water Board pursuant to Paragraph 205 or 206. The motion shall contain a written statement of the moving Defendant's or Intervenor's position on the matter in dispute, as set forth in its Statement of Position, including any supporting factual data, analysis, opinion, or legal analysis, and any documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of this Consent Decree. When the motion is filed accrual of interest shall be stayed unless otherwise ordered by the Court. The United States, the Water Boards, and any other non-moving party participating in the dispute shall have at least 60 Days in which to respond to Defendant's or Intervenor's motion. The Defendant or Intervenor may file a reply memorandum to the extent permitted by the Local Rules.

208. In any dispute in District Court under this Section XXII, the Court shall first rule on the dispute (if any) between the Defendant and the United States (or the Regional Water Board in the case of a dispute under Section XXII). If the Defendant's position prevails over the United States' or the Regional Water Board's position as to any issue, the dispute resolution as to that issue shall end. If the position of the United States or the Regional Water Board prevails over the position of the Defendant, the Court shall then consider any remaining dispute between the United States or the Regional Water Board and an Intervenor.

209. Except as otherwise provided in this Consent Decree, in any dispute in District Court under this Section XXII, a Defendant shall bear the burden of demonstrating by a preponderance of the evidence that the Defendant's position on the issues in dispute complies with this Consent Decree and best furthers the Objectives of this Consent Decree.

In any dispute in District Court under this Section XXII, an Intervenor shall bear the burden of demonstrating that the United States' or the Regional Water Board's position is arbitrary and capricious.

210. Effect on Consent Decree Obligations. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of a Defendant under this Consent Decree, unless and until the 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 Section XXII. In addition, interest shall not accrue during the period Judicial Dispute Resolution is noticed, heard, and under submission, unless requested by a Plaintiff and awarded by the Court for good cause to that Plaintiff. If a Defendant does not prevail on the disputed issue, stipulated penalties shall be paid, if ordered by the Court, as provided in Section XX.

XXIII. INFORMATION COLLECTION AND RETENTION

211. Plaintiffs and their representatives, including attorneys, contractors, and consultants, shall have the right of entry on Defendants' property upon reasonable notice at all reasonable times, upon presentation of credentials, to:

a. monitor the progress of activities required under this Consent Decree;

b. verify any data or information submitted to Plaintiffs in accordance with the terms of this Consent Decree;

c. obtain documentary evidence, including photographs and similar data; and

d. assess a Defendant's compliance with this Consent Decree.

212. Until the termination of this Consent Decree and any subsequent order or decree entered in this matter, Defendants shall retain all final versions of records and documents (including records or documents in electronic form) that document a Defendant's performance of its obligations under this Consent Decree, unless such documents or records have already been provided to the Plaintiffs as part of a Defendant's Annual Report or other Deliverable

required under this Consent Decree. Such records shall include relevant modeling inputs and outputs, flow data, rainfall data, inspection records, cleaning records, construction plans or as-built drawings, specifications, construction contracts, final payments and notices of completion, and all Deliverables, in addition to records or documents specified by Plaintiffs from time to time, that are necessary to evaluate a Defendant's performance of its obligations under this Consent Decree. Other records and documents need not be retained pursuant to this Consent Decree. A Defendant may seek a determination from EPA as to whether any particular document or record must be preserved pursuant to this Paragraph by submitting that document or record to EPA. This record retention requirement shall apply regardless of a Defendant's corporate or institutional document-retention policy to the contrary. At any time during this record-retention period, Plaintiffs may request copies of any documents or records required to be maintained under this Paragraph, unless such documents or records have already been provided to the Plaintiffs as part of a Defendant's Annual Report or other Deliverable required under this Consent Decree.

213. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by Plaintiffs pursuant to applicable federal or State laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendants to maintain records or information imposed by applicable federal or State laws, regulations, or permits.

214. Notwithstanding the foregoing, nothing in Section XXIII shall be construed to require any party to disclose any communication, document, or electronic record that is protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege or protection. All applicable privileges, doctrines, and protections shall remain in effect unless the Court orders that the communication, document, or electronic record must be disclosed. If, during Judicial Dispute Resolution pursuant to Paragraph 207 or judicial enforcement of this Consent Decree, after a request by Plaintiffs to a Defendant for such document, or a request by a Defendant to Plaintiffs for a

such a document (including enforcement-related documents), a Party withholds a document based on the assertion of a privilege, doctrine, or protection, that Party shall provide, within 30 Days of such an assertion, a log that identifies, to the extent known: the general nature of the document (without disclosing its contents); the identity and position of its author; the date it was written; the identity and position of all addressees and recipients; the document's present location; and the specific reason(s) it was withheld (which privilege claimed and the basis for such claim).

XXIV. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

215. Effect of Settlement

a. This Consent Decree resolves the civil claims of the Plaintiffs and the Intervenors for the violations specifically alleged in the Complaints filed in this action, through the date of lodging. This Consent Decree shall not be construed to prevent or limit the rights of the Plaintiffs or Intervenors to obtain penalties, injunctive relief or other appropriate relief under the CWA or the California Water Code, or under other federal or State laws, regulations, or permit conditions, except as to the claims specifically alleged in the Complaints.

b. Plaintiffs expressly reserve all civil claims with respect to any violation of the Satellites' MS4 Permit. Intervenors agree to resolve only those civil claims pertaining to the violations of the Satellites' MS4 Permit that are specifically alleged in the Satellite Complaint in Intervention regarding discharges of sewage into storm sewers through the date of lodging.

c. In this and any subsequent administrative or judicial proceeding initiated by the United States, the Water Boards and/or Intervenors for injunctive relief, civil penalties, or other appropriate relief relating to Defendants' compliance with the CWA and/or the California Water Code, the Parties shall not assert that another Party's claims or defenses in this or any subsequent administrative or judicial proceeding are barred or waived solely because the Party entered into this Consent Decree and did not raise such claims or defenses

in the instant case.

d. The Plaintiffs and the Intervenors reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree and Defendants reserve all available defenses.

216. a. This Consent Decree resolves the claims of the Water Boards for litigation costs (including attorneys' fees) pursuant to California Code of Civil Procedure section 1021.8. Defendants agree to pay to the Water Boards the sum of One Hundred Thousand Dollars ($100,000) in full satisfaction of all of the Water Boards' litigation costs (including attorneys' fees) incurred up to the Effective Date of this Consent Decree. This payment obligation of Defendants to the Water Boards is joint and several and shall be made within twenty-one (21) Days of the Effective Date of this Consent Decree. The payment shall be made in the form of a check(s) payable to *State Water Resources Control Board – Waste Discharge Permit Fund*, addressed to: Jerrel Bolds, Accounting Officer, State Water Resources Control Board, 1001 "I" Street, 18th Floor, Sacramento, California 95814, and sent via overnight delivery. The receipt and negotiation by the Water Boards of full payment shall constitute satisfaction of any and all litigation costs (including attorneys' fees) pursuant to California Code of Civil Procedure section 1021.8 incurred by the Water Boards in this matter that have been or could have been claimed in connection with or arising out of this matter, up to and including the Effective Date of this Consent Decree.

b. Within 45 Days after the Effective Date of this Consent Decree, the Defendants shall pay the Intervenors $180,000 for their attorneys' fees and costs incurred through the Effective Date. Additionally, the Defendants shall pay the Intervenors $30,000 to be used as a Consent Decree compliance monitoring fund. In consideration of payment of this $30,000, Intervenors shall not seek any additional recovery for any attorneys' fees or costs incurred in monitoring consent decree compliance or in informal Dispute Resolution. Neither this Paragraph nor Paragraph 221 shall be interpreted as barring the Intervenors from seeking recovery of attorney's fees or costs that they would otherwise be entitled to in

formal Dispute Resolution or other proceedings before the Court concerning this Consent Decree. Payment of the sums owed to Intervenors referred to in this Paragraph shall be made by check made payable to "Environmental Advocates Attorney Client Trust Account" sent via certified mail, return receipt requested to Christopher Sproul, Environmental Advocates, 5135 Anza Street, San Francisco, California 94121.

217. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendants are responsible for achieving and maintaining compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendants' compliance with this Consent Decree shall be no defense to any action commenced pursuant to said laws, regulations, or permits. The Plaintiffs and the Intervenors do not, by their consent to the entry of this Consent Decree, warrant or represent in any manner that Defendants' compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA or the California Water Code.

218. Diligent Prosecution

a. The Plaintiffs and Defendants agree that, from the commencement of this action through the termination of this Consent Decree, Plaintiffs are "diligently prosecuting" this action as that term is used in CWA § 505(b)(1)(B), 33 U.S.C. §1365(b)(1)(B).

b. Intervenors agree that Plaintiffs are "diligently prosecuting" this action through the lodging of this Consent Decree, but contend that whether Plaintiffs will be diligently prosecuting this Consent Decree in the future can only be determined in the future. Until this Consent Decree is terminated by the Court, Intervenors agree to file no action naming any Defendant as a defendant or respondent regarding (1) any alleged discharge or release from the Regional Wastewater Collection and Transmission System or the WWFs, or (2) any alleged violation of a wastewater effluent standard or limitation, or of an order issued by a State or federal agency with respect to such a standard or limitation, imposed on the Regional Wastewater Collection and Transmission System or the WWFs.

219. Reservation of Rights

a. Nothing in this Consent Decree shall constitute an admission of any fact or of any liability or a waiver of any right unless explicitly set forth in this Section or Section I (Jurisdiction and Venue).

b. This Consent Decree does not limit or affect the rights of Defendants, Intervenors, or the Plaintiffs against any third parties not party to this Consent Decree, nor does it limit the rights of third parties not party to this Consent Decree against Defendants, except as otherwise provided by law.

c. Nothing in this Consent Decree shall limit any Defendant's ability to modify its program for the design, planning, construction, operation, and maintenance of its facilities in any fashion not inconsistent with this Consent Decree.

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

220. Termination of SOs and Dismissal of Petitions

a. Upon entry of this Consent Decree, (1) the EBMUD SO and the Satellite SO are terminated, (2) the Regional Water Board staff shall bring orders to rescind Cease and Desist Order No. R2-2009-0005 and Cease and Desist Order Nos. R2-2009-0087 and 93-134 for the Regional Water Board's consideration, as provided in Paragraph 82, above, and (3) the Defendants and the Intervenors shall dismiss without prejudice their petitions pending before the State Water Board regarding NPDES Permit Nos. CA0038440, CA0038474, CA0038471, CA0038466, CA0038792, CA0038512, CA0038504, and CA0038482 and Cease and Cease and Desist Order Nos. R2-2009-0005 and R2-2009-0087. These dismissals without prejudice shall not, in and of themselves, operate as a waiver of any claims, contentions or defenses any Defendant or Intervenor may make in any proceedings other than these consolidated lawsuits, and each Defendant and Intervenor reserves its right to pursue a future administrative and judicial challenge to future NPDES permits but no such challenge shall be a basis for reducing or otherwise modifying a Defendant's obligations under this Consent Decree.

b. With respect to the reissuance of an NPDES permit for each Defendant, the Regional Water Board's Executive Officer shall recommend to the Regional Water Board to adopt a permit that is not materially inconsistent with the terms and conditions of this Consent Decree, or which would otherwise prevent each Defendant from satisfying its respective obligations under this Consent Decree. However, nothing herein limits the Regional Water Board's exercise of discretion or authority consistent with applicable law, and the Regional Water Board's decision to adopt NPDES permits that are materially inconsistent with this Consent Decree shall not constitute a breach of this Consent Decree.

XXV. COSTS

221. Except as provided in Paragraph 216 above, the Parties shall bear their own costs of this action, including attorneys' fees, except Plaintiffs shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any stipulated penalties due but not paid by a Defendant if Plaintiffs are the prevailing parties in such collection action. For the purposes of this Paragraph, stipulated penalties are not "due" until after the conclusion of dispute resolution proceedings regarding the stipulated penalties pursuant to the Dispute Resolution Section of this Consent Decree.

XXVI. NOTICES

222. A Defendant shall provide the Water Boards, Intervenors and the Chief, Environmental Enforcement Section, U.S. Department of Justice, with a copy of any report, notice, or Deliverable submitted to EPA under this Consent Decree at the time it submits the document to EPA. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree they shall be made in writing and addressed as follows:

To EPA:

Chief, Clean Water Act, Water Section I, (ENF 3-1)
Enforcement Division
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street
San Francisco, CA 94105

To the Regional Water Board:

Executive Officer
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, CA 94612

and

Legal Counsel
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, CA 94612

and

Daniel S. Harris
Deputy Attorney General
455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102

To the United States:

Chief, Clean Water Act, Water Section I, (ENF 3-1)
Enforcement Division
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street
San Francisco, CA 94105

and

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-1-1-09361/2

To the State Water Board:

Executive Director
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100

To Plaintiffs:

To the United States and the Water Boards as indicated above.

To City of Alameda:

Janet Kern, City Attorney
City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501

(510) 747-4750
Jkern@alamedaca.gov

and

Stephanie Garrabrant-Sierra
City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
(510) 747-4750
Sgsierra@alamedaca.gov

and

Robert Haun, Director of Public Works
City of Alameda
City Hall West
950 W. Mall Square, Room 110
Alameda, CA 94501
(510) 749-5840
Bhaun@alamedaca.gov

To City of Albany:

Craig Labadie
1000 San Pablo Avenue
Albany, CA 94706
(510) 528-5858
(925) 250-5424
clabadie@albanyca.org

and

Ray Chan, Public Works Director
City of Albany
1000 San Pablo Avenue
Albany, CA 94706
(510) 524-9543
rchan@albanyca.org

To City of Berkeley:

Andrew Clough
Director of Public Works
2180 Milvia Street
Third Floor
Berkeley, CA 94704
aclough@ci.berkeley.ca.us

and

Zach Cowan
City Attorney
2180 Milvia Street
Fourth Floor

Berkeley, CA 94704
zcowan@ci.berkeley.ca.us

To City of Emeryville:

Michael G. Biddle, City Attorney
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608
mbiddle@emeryville.org

To City of Oakland:

Barbara Parker, City Attorney
Celso Dolores Ortiz, Deputy City Attorney
City of Oakland
One Frank Ogawa Plaza, 6th Floor
Oakland, CA 94612
(510) 510-238-6236
COrtiz@oaklandcityattorney.org

and

Marilee J. Allan
Bingham McCutchen LLP
Three Embarcadero Center
San Francisco, CA 94111-4067
(415) 393-2364
marilee.allan@bingham.com

and

Brooke Levin
Interim Director of Public Works
City of Oakland
250 Frank Ogawa Plaza, 4th Floor
Oakland, CA 94612
blevin@oaklandnet.com

To City of Piedmont:

Michelle Marchetta Kenyon
Burke, Williams & Sorensen LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612-3501
(510) 273-8780
mkenyon@bwslaw.com

and

Paul Benoit
City Administrator
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611

(510) 420-3042
pbenoit@ci.piedmont.ca.us

and

Chester Nakahara
Public Works Director
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611
(510) 420-3062
cnakahara@ci.piedmont.ca.us

To Stege Sanitary District:

Rex Delizo, District Manager
7500 Schmidt Lane
El Cerrito, CA 94530-0537
(510) 524-4668
rex@stegesd.dst.ca.us

and

Kenton L. Alm
Meyers, Nave, Riback, Silver & Wilson
555 12th Street, Suite 1500
Oakland, CA 94607
(510) 808-2081
kalm@meyersnave.com

To Baykeeper:

Jason Flanders
San Francisco Baykeeper
785 Market St., Ste. 850
San Francisco, CA 94103
Jason@Baykeeper.org (email delivery only preferred)

To Our Children's Earth Foundation:

Christopher A. Sproul
Environmental Advocates
5135 Anza Street
San Francisco, CA 94121
csproul@enviroadvocates.com (email delivery only preferred)

To EBMUD:

Bennett K. Horenstein
Director of Wastewater
East Bay Municipal Utility District
375 Eleventh Street
P.O. Box 24055, MS 59
Oakland, CA 94607-4240
bhorenst@ebmud.com

and

Jonathan D. Salmon
Office of General Counsel
East Bay Municipal Utility District
375 Eleventh Street
P.O. Box 24055, MS 904
Oakland, CA 94607-4240
jsalmon@ebmud.com

and

Brian S. Haughton, Esq.
Barg Coffin Lewis & Trapp, LLP
350 California Street, 22nd Floor
San Francisco, California 94104-1435
bsh@bcltlaw.com

223. Any Party may, by written notice to the other Parties, change its designated notice recipient(s) or notice address(es) provided above.

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

XXVII. EFFECTIVE DATE

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

XXVIII. RETENTION OF JURISDICTION

226. The Court shall retain jurisdiction over this case for the purpose of resolving disputes arising under this Consent Decree pursuant to the Dispute Resolution Section of this Consent Decree, hearing motions and entering orders awarding or denying attorney's fees and costs, entering orders modifying this Consent Decree pursuant to the Modification

Section of this Consent Decree, or effectuating or enforcing compliance with the terms of this Consent Decree.

XXIX. MODIFICATION

227. a. Any material modification to this Final Consent Decree must be with the written agreement of the Parties and approval by the Court, except as provided herein.

b. Notwithstanding subparagraph (a) above, Plaintiffs and a Defendant, or Plaintiffs and any combination of Defendants, can agree in writing and without Court approval to make non-material modifications to the requirements of this Consent Decree applicable to that Defendant or Defendants. Defendant(s) shall provide Intervenors copies of any such modifications within seven (7) Days of agreeing to such modifications and Intervenors may dispute the materiality of such modifications pursuant to Section XXII (Dispute Resolution). Time extensions for submission of Deliverables and minor modifications to individual Defendant Work sections may be considered non-material modifications to this Consent Decree.

c. Notwithstanding subparagraph (a) above, any Party may seek modification of this Consent Decree pursuant to Rule 60(b) of the Federal Rules of Civil Procedure following Dispute Resolution pursuant to Section XXII (Dispute Resolution).

XXX. FINAL COMPLIANCE AND TERMINATION

228. Defendants shall perform the Work set forth in Sections VI-XVIII of this Consent Decree. EPA shall periodically review the performance of each Defendant and shall determine, following consultation with the Regional Water Board, whether the Defendant has satisfactorily complied with and accomplished the Objectives of this Decree.

229. Partial Termination of SSO Work Obligations. After consultation with the Regional Water Board and upon notice to Intervenors, the United States may move the Court to terminate the SSO Work of a particular Defendant once that Defendant has performed such SSO Work for a period of 10 Calendar Years or more from the Effective Date. In the event that the United States' motion for partial termination of the SSO Work obligations of a

particular Defendant is granted, that Defendant shall no longer be responsible for performing SSO Work under the Decree, and shall not be subject to stipulated penalties assessed under Paragraph 186 for SSOs that occur after the date such motion is granted. However, Plaintiffs and Intervenors may seek administrative and civil penalties for such SSOs under applicable law.

230. Defendants shall achieve final compliance with all terms of this Consent Decree no later than December 15, 2036, which is the deadline to submit the portion of the Annual Report containing Compliance WWF Output Test results for the Oakport WWF. Defendants shall demonstrate final compliance by showing that Defendants: (a) have completed all Work required under Sections VI-XVIII of this Decree, (b) have demonstrated based on the most recent Compliance WWF Output Test for each WWF that the WWF's Output Ratio in a simulation of the December 5, 1952 Storm is zero; (c) have demonstrated, for each WWF, that the WWF has not experienced an actual discharge in any storm that did not exceed the December 5, 1952 Storm since the time of the demonstration made under clause (b) of this Paragraph; (d) have complied with all other requirements of this Consent Decree; (e) have paid the civil penalties and any stipulated penalties previously demanded by the United States pursuant to Section XX and not paid; and (f) have paid any Court-ordered award, if any, of attorneys fees and/or costs. Upon such a showing, the Defendants may serve upon the United States and the Water Boards, with a copy to Intervenors, a Request for Termination, stating that the Defendants have satisfied those requirements, together with all necessary supporting documentation.

231. Reserved.

232. Following receipt by the United States and the Water Boards of Defendants' Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendants have satisfactorily complied with the requirements for termination of this Consent Decree. If the United States, after consultation with the Water Boards, agrees that the Decree may be terminated, the

Parties who are in agreement shall submit, for the Court's approval, a joint stipulation and proposed order terminating the Decree.

233. If the United States, after consultation with the Water Boards, does not agree that the Decree may be terminated, Defendants may invoke Dispute Resolution under Section XXII of this Decree. However, Defendants shall not seek Dispute Resolution of any dispute regarding termination, under Section XXII, until 60 Days after service of its Request for Termination.

XXXI. PUBLIC PARTICIPATION

234. 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. Plaintiffs reserve the right to withdraw or withhold their consent if comments regarding this Consent Decree disclose facts or considerations indicating that this Consent Decree is inappropriate, improper, or inadequate. Defendants and Intervenors consent to entry of this Consent Decree without further notice.

XXXII. SIGNATORIES/SERVICE

235. Each undersigned representative of each Defendant, the Water Boards, Intervenors, and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice 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.

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

XXXIII. INTEGRATION

237. This Consent Decree, including its appendices, exhibits and attachments hereto, constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree, and this Consent Decree supersedes all prior agreements and understandings, whether oral or written,

concerning the settlement embodied herein. Other than Deliverables that are submitted pursuant to this Consent Decree, no other document and no other representation, inducement, agreement, understanding, or promise constitutes any part of this Consent Decree or the settlement it represents, nor shall they be used in construing the terms of this Consent Decree.

XXXIV. HEADINGS

238. Headings to the sections and subsections of this Consent Decree are provided for convenience and do not affect the meaning or interpretation of the provisions of this Consent Decree.

XXXV. FINAL JUDGMENT

239. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the Parties. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 58.

Dated and entered this ___ day of _____, 2014.

_____
Honorable Richard Seeborg
UNITED STATES DISTRICT JUDGE
Northern District of California

WE HEREBY CONSENT to the entry of this Consent Decree, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

For Plaintiff the United States of America:

Dated: _____

_____
SAM HIRSCH
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

_____
PATRICIA L. HURST
Senior Counsel
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611

Attorneys for Plaintiff, United States of America

WE HEREBY CONSENT to the entry of this Consent Decree, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

For Plaintiff the United States of America (cont'd):

DATED:

_____
CYNTHIA GILES
Assistant Administrator
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

_____
SUSAN SHINKMAN
Office Director
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

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

_____
CAROL DeMARCO KING
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

WE HEREBY CONSENT to the entry of this Consent Decree, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

For Plaintiff the United States of America (cont'd):

DATED: _____ _____

JARED BLUMENFELD
Regional Administrator
U.S. Environmental Protection Agency, Region 9

Of Counsel:
SAMUEL BROWN
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 9

APPENDIX A

Reserved

APPENDIX B

Map of Satellite Collection Systems

APPENDIX C

Urban Runoff Diversion Project

Urban Runoff Diversion Project

I. Project Definition

A. Project Description

The Urban Runoff Diversion Project (Project) will divert dry weather urban runoff flows to the EBMUD Main Wastewater Treatment Plant (MWWTP) in Oakland for treatment.

B. Project Location

EBMUD will divert flows from the Ettie Street pump station, located at the intersection of Ettie Street and 34th Street in Oakland. The Ettie Street pump station is owned and operated by the Alameda County Flood Control and Water Conservation District (ACFC&WCD).

C. Design Criteria

EBMUD will design and construct a pumping system at the Ettie Street pump station to divert a portion of dry weather flow to the EBMUD MWWTP. The flow will be pumped from the wet well via a new force main to EBMUD's Wood Street interceptor. Based on recent average daily flow data, the facility will be designed to divert up to 0.5 MGD.

D. Treatment

Flows diverted by the Project will be conveyed to EBMUD's MWWTP in Oakland, where they will be mixed with domestic wastewater and undergo standard treatment. No special treatment will be provided for Project flows.

E. ACFC&WCD Approval

Implementation of the Project is contingent upon the execution of an agreement with the ACFC&WCD. If EBMUD and the ACFC&WCD are not able to reach an agreement regarding the Project, or if the ACFC&WCD terminates the Project for any reason, EBMUD shall notify the EPA and the Regional Water Board within 48 hours. Within 90 days, Defendants shall submit to Plaintiffs an alternative mitigation project in accordance with Consent Decree Paragraph 135

(Urban Runoff Diversion Project) and Section XIX of the Consent Decree (Review and Approval of Deliverables).

II. Implementation Schedule

A. Project Plan

EBMUD will prepare and submit to the EPA and the Regional Water Board a Project Plan within 120 Days after the Effective Date of the Consent Decree. The Project Plan shall include figures and descriptions of the work to be done and a schedule with milestones and corresponding dates.

B. Completion of Construction

EBMUD will notify the EPA and the Regional Water Board when it has completed construction of the Project and has begun operational testing.

C. Project Commissioning

Within 45 Days following commissioning of the Project (the date the Project becomes operational following the completion of startup testing), EBMUD will notify the EPA and the Regional Water Board when it has completed start up and commissioning of the Project and the Project is operational. EBMUD will commission the Project by September 30, 2017.

D. Term

EBMUD shall operate the Project through December 31, 2035.

III. Operating Parameters

A. Dry Season Operation

EBMUD will operate the Project for the duration of the Dry Season, here defined as April 16th through November 30th. EBMUD is not obligated to operate the Project during rainfall events that occur during the Dry Season.

B. Operation During Wet Season

EBMUD will make reasonable efforts to operate the Project during dry periods of the Wet Season, here defined as December 1st through April 15th, while attempting to avoid impacts to the Regional Wastewater Collection and Transmission System and to wastewater treatment facilities.

C. Reliability

EBMUD shall use best efforts to operate the Project for the full extent of the Dry Season. However, EBMUD may be required to perform occasional maintenance on the Project facilities, requiring a temporary shutdown of the Project. EBMUD will operate the Project for 90% of all available hours during each dry weather season, not including storm events and circumstances described in Sections III(D) and III(E) below. This reliability requirement does not apply during the Wet Season.

D. ACFC&WCD Shutdowns

EBMUD is not required to operate the Project during shutdowns that are required, requested, or caused by the ACFC&WCD. EBMUD shall notify the EPA and the Regional Water Board within 48 hours of any such shutdown that EBMUD determines poses a substantial threat to the Project's ability to provide the anticipated environmental benefit. Any such notice shall provide the reason(s) and basis for the shutdown. EBMUD will resume Project operation as soon as practicable following the shutdown.

E. Suspension of Operation

EBMUD shall have the right to suspend operation of the Project under the following circumstances:

1. EBMUD reasonably believes that operation of the Project is contributing pollutants that have caused or threaten to cause a permit violation;
2. EBMUD reasonably believes that operation of the Project has caused or threatens to cause a significant process upset at EBMUD's wastewater treatment plant; or
3. EBMUD reasonably believes that continued operation of the Project constitutes a threat to employee health and safety.

If EBMUD suspends operation of the Project under any of the circumstances outlined above, EBMUD will notify the EPA and the Regional Water Board within 48 hours and provide the reason(s) and basis for the suspension. EBMUD will resume Project operations as soon as practicable after the circumstances that resulted in the suspension no longer pose an imminent or potential threat. If EBMUD does not resume Project operations within 90 Days, then EBMUD shall submit to Plaintiffs a plan for returning the Project to operation, or Defendants shall submit to Plaintiffs an alternative mitigation project in accordance with Consent Decree Paragraph 135

(Urban Runoff Diversion Project) and Section XIX of the Consent Decree (Review and Approval of Deliverables).

APPENDIX D

EBMUD Wet Weather Facilities
SELF-MONITORING PROGRAM

I. Description of Sampling and Observation Stations

A. EFFLUENT STATIONS

Stations	Description
E-001	At any point in the Pt. Isabel WWF outfall where all waste tributaries to that outfall are present (may be the same as E-001-D)
E-002	At any point in the San Antonio WWF outfall where all waste tributaries to that outfall are present (may be the same as E-002-D)
E-003	At any point in the Oakport WWF outfall where all waste tributaries to that outfall are present (may be the same as E-003-D)
E-001-D	At any point in the Pt. Isabel WWF outfall at which adequate disinfection has taken place
E-002-D	At any point in the San Antonio WWF outfall at which adequate disinfection has taken place
E-003-D	At any point in the Oakport WWF outfall at which adequate disinfection has taken place

B. UNTREATED SEWAGE OVERFLOWS AND SPILLS

Stations	Description
OV-1	Oakland Inner harbor overflow structure at Alice Street
OV-2	Oakland Inner harbor overflow structure at Webster Street
OV-3	Overflow structure at Elmhurst Creek
OV-4	Overflow structure at San Leandro Creek
OV-5	Overflow structure at Temescal Creek
OV-X etc.	Any sewerage overflow locations, such as manholes, pump stations,

II. Schedule of Sampling, Analysis and Observations

Effluent sampling is required only during discharge events lasting more than one hour. For monitoring purposes, a discharge ceases if there is no effluent flow from the facility for a period of at least 24 hours. Effluent flow after a 24-hour cessation constitutes a new discharge.

The schedule of sampling, analysis and observation shall be that given in Tables 1 and 2 below.

Table 1

Sampling Station		E-001 to E-003	E-001-D to E-003-D
Type of Sample		GRAB	GRAB
Parameter	**Units**		
Flow Rate	mgd	Cont.	
pH	pH units	E	
Total Coliform	MPN / 100 ml	M	
Chlorine Residual	mg/L		Cont.

Table 2
SCHEDULE of SAMPLING, ANALYSES and OBSERVATIONS

Sampling Stations						
Parameter	OV-1	OV-2	OV-3	OV-4	OV-5	OV-n
Flow (MG)	E	E	E	E	E	E

NOTE: A map and description of each known or observed overflow or by-pass location shall accompany each monthly report. A summary of these occurrences and their location shall be included with the Annual Report for each calendar year.

LEGEND FOR TABLES 1 and 2

Sampling Stations:
E-00n = Effluent
E-00n-D = Chlorinated effluent

Types of Samples
(includes continuous sampling, such as for flows)
GRAB = Grab sample
C-X = Composite sample (1/hour) over X hours (the duration of the discharge, not to exceed 24 hours).

Frequency of Sampling
E = each occurrence of a discharge
Cont. = Continuous
M = Once each calendar month

Parameter and Unit Abbreviations
mgd = million gallons per Day
mg/L = milligrams per liter
µg/L = micrograms per liter
MPN/100 ml = Most Probable Number per 100 milliliters

III. Specifications for Sampling, Analysis and Observations

Sampling, analyses and observations, and recording and reporting of results shall be conducted in accordance with the schedule given in Table 1 of this SMP, and in accordance with the following specifications, as well as all other applicable requirements given in this SMP. All analyses shall be conducted using analytical methods that are approved in 40 CFR part 136, and that provide quantification of sampling parameters and constituents sufficient to evaluate compliance with applicable effluent limits.

A. Flow Monitoring.
Flow monitoring shall be conducted by continuous measurement of flow and reporting of the following measurements:
1. Each Occurrence:
   a. Total Discharge (MG)
   b. Hourly Discharge Flow (mgd)
2. Monthly: Total Discharge volume for the calendar month.

B. Total Coliform Monitoring. Because of the difficulty of analyzing coliform samples from an intermittent discharge within the maximum holding period, sampling for total coliform may be taken at any time during the discharge.

C. Chlorine Residual Monitoring.
During all times when chlorination is used for disinfection of the effluent, effluent chlorine residual concentrations shall be monitored continuously, or by grab samples taken hourly. Chlorine residual concentrations shall be monitored and reported for sampling points both prior to and following dechlorination.

IV. Reporting Requirements

A. Written reports, electronic records, strip charts, equipment calibration and maintenance records, and other records pertinent to self-monitoring program requirements, shall be maintained by the Discharger in a manner and at a location (e.g., wet weather facilities or Discharger offices) such that the records are accessible to Board staff. These records shall be retained by the Discharger for a minimum of three years. The minimum period of retention shall be extended during the course of any unresolved litigation regarding the subject discharges, or when requested by the Board or by the Regional Administrator of the U.S. EPA, Region IX.

B. Records to be maintained shall include the following:

1. Parameter Sampling and Analyses, and Observations
For each sample, analysis or observation conducted, records shall include the following:
   a. Parameter
   b. Identity of sampling or observation station, consistent with the station descriptions given in this SMP.
   c. Date and time of sampling or observation.
   d. Method of sampling (grab, composite, other method)
   e. Date and time analysis started and completed, and name of personnel or contract laboratory performing the analysis.
   f. Reference or description of procedure(s) used for sample preservation and handling, and analytical method(s) used.
   g. Calculations of results.
   h. Analytical method detection limits and related quantitation parameters.
   i. Results of analyses or observations.
2. Flow monitoring data
For all required flow monitoring, records shall include the following:
   a. Total flow or volume, for each Day.
   b. Hourly flow (mgd)
   c. Duration of each discharge
3. For bacteriological analyses:
   a. Date and time of each sample collected
   b. Wastewater flow rate at the time of sample collection
   c. Results of sample analyses (coliform count)
4. For chlorination process, at least daily average values for the following:
   a. Chlorine residual in contact basin (mg/L)

C. For each calendar month, a self-monitoring report (SMR) shall be submitted to the Board in accordance with the following:

1. The report shall be due 30 Days after the end of each calendar month, covering that calendar month.

2. Letter of Transmittal: Each report shall be submitted with a letter of transmittal. This letter shall include the following:

a. Identification of all violations found during the monitoring period;
b. Details of the violations: parameters, magnitude, test results, frequency, and dates;
c. The cause of the violations;
d. Discussion of corrective actions taken or planned to resolve violations and prevent recurrence, and dates or time schedule of action implementation. If previous reports have been submitted that address corrective actions, reference to such reports is satisfactory; and
e. Signature: The letter of transmittal shall be signed by the Discharger's principal executive officer or ranking elected official, or duly authorized representative, and shall include the following certification statement:

"I certify under penalty of law that this document and all attachments have been prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

3. The report shall contain results of analyses and observations, including tabulations of all required analyses and observations, including parameter, sample date and time, sample station, and test result.
4. The Discharger shall electronically submit SMRs using the State Water Board's California Integrated Water Quality System (CIWQS) Program Web site (http://www.waterboards.ca.gov/ciwqs/index.html). The CIWQS website will provide additional directions for SMR submittal in the event of a service interruption for electronic submittal.

D. Routine wet weather discharges from a WWF are not considered unauthorized discharges for purposes of reporting when the discharge is treated as designed by the WWF. The Discharger shall report any discharge to a drainage channel or a surface water from a WWF when the discharge is: (a) from a WWF that is not operating as designed to achieve compliance with total coliform limits or (b) in fact not complying with total coliform limits or (c) a spill or release of untreated wastewater or hazardous substances as defined by Water Code section 13050(p). Such report shall be made as soon as possible, but not later than two (2) hours after becoming aware of the discharge, spill or release, to the California Office of Emergency Services and the local health officer or directors of environmental health with jurisdiction over the affected water bodies.

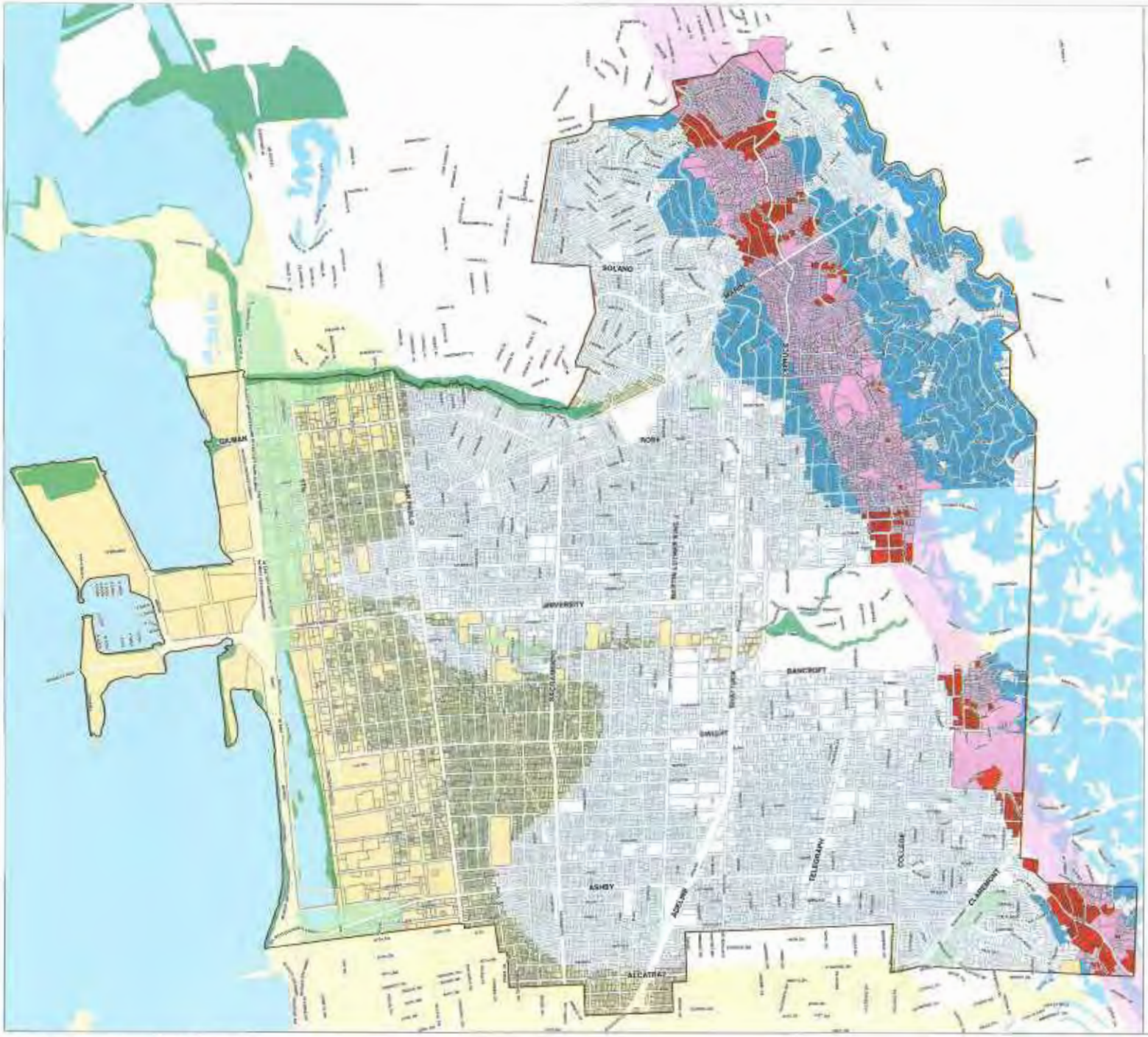
APPENDIX E: Satellite Main and Manhole Rehabilitation Rates

	Alameda	Albany[1]	Berkeley[2]	Emeryville	Oakland	Piedmont	Stege
Total Linear Feet of Main Gravity Sewer in Collection System	739,200	169,784	1,341,120	82,368	4,852,320	268,750	776,160
Total Number of Manholes in Collection System	3,500	764	7,200	344	26,229	1,060	4,344
Linear Feet of Collection System Not Yet Rehabilitated as of 1/1/2011	591,360	108,438	328,434	10,559	3,639,240	97,000	620,928
Fiscal Year 2014 (7/1/13-6/30/14)	13,728	5,706	21,120	2,287	31,680	3,923	5,000
Fiscal Year 2015 (7/1/14-6/30/15)	13,728	5,706	22,120	4,000	63,360	3,062	8,627
Fiscal Year 2016 (7/1/15-6/30/16)	13,728	5,706	22,120	-	63,360	3,062	10,053
Fiscal Year 2017 (7/1/16-6/30/17)	13,728	5,706	22,120	-	63,360	3,062	10,360
Fiscal Year 2018 (7/1/17-6/30/18)	13,728	5,706	22,120	-	63,360	3,062	10,667
Fiscal Year 2019 (7/1/18-6/30/19)	13,728	5,706	22,120	-	63,360	3,062	10,993
Fiscal Year 2020 (7/1/19-6/30/20)	13,728	5,706	22,120	-	63,360	3,062	11,320
Fiscal Year 2021 (7/1/20-6/30/21)	13,728	5,706	22,120	-	63,360	3,062	11,660
Fiscal Year 2022 (7/1/21-6/30/22)	13,728	5,706	22,120	-	63,360	3,062	12,013
Fiscal Year 2023 (7/1/22-6/30/23)	13,728	5,706	22,120	-	63,360	3,062	12,373
Fiscal Year 2024 (7/1/23-6/30/24)	13,728	5,706	22,120	-	63,360	3,062	12,740
Fiscal Year 2025 (7/1/24-6/30/25)	13,728	5,706	22,120	-	63,360	3,062	12,738
Fiscal Year 2026 (7/1/25-6/30/26)	13,728	5,706	22,120	-	63,360	3,062	12,738
Fiscal Year 2027 (7/1/26-6/30/27)	13,728	5,706	22,120	-	63,360	3,062	12,739
Fiscal Year 2028 (7/1/27-6/30/28)	13,728	5,706	22,120	-	63,360	3,062	12,735
Fiscal Year 2029 (7/1/28-6/30/29)	13,728	5,706	22,120	-	63,360	3,062	12,732
Fiscal Year 2030 (7/1/29-6/30/30)	13,728	5,706	22,120	-	63,360	3,062	12,730
Fiscal Year 2031 (7/1/30-6/30/31)	13,728	571	22,120	-	63,360	3,062	12,728
Fiscal Year 2032 (7/1/31-6/30/32)	13,728	571	22,120	-	63,360	3,062	12,725
Fiscal Year 2033 (7/1/32-6/30/33)	13,728	571	22,120	-	63,360	3,062	12,723
Fiscal Year 2034 (7/1/33-6/30/34)	13,728	571	22,120	-	63,360	3,062	12,719
Fiscal Year 2035 (7/1/34-6/30/35)	13,728	571	22,120	-	63,360	3,062	12,715
July 1, 2035 to December 31, 2035	6,864	286	11,060	-	31,680	1,830	6,355

Notes:

1) Subject to modification under Paragrpah 54(a) of the Consent Decree.

2) Subject to modification under Paragraph 64(a) of the Consent Decree.



CALIFORNIA GEOLOGICAL SURVEY HAZARD STUDY ZONES BY BERKELEY PARCEL EXCLUDING RIGHT-OF-WAY

Legend

City of Berkeley Boundary

City of Berkeley Parcels

California Geological Survey Hazard Study Zones

Earthquake Fault Zone (EFZ)

CGS Seismic Hazard Zone (SHZ) Liquefaction

CGS Seismic Hazard Zone (SHZ) Landslide

California Geological Survey Hazard Study Zones by Berkeley Parcels Excluding Rights-of-Way

parcels with potential CGS Alquist-Priolo Earthquake Fault Zone (EFZ)

parcels with potential Liquefaction - CGS Seismic Hazard Zone - Liquefaction (LQ)

parcels with potential (both) Earthquake Fault Zone (EFZ) and Landslide (LS)

parcels with potential Landslide - CGS Seismic Hazard Zone - Landslide (SL)

FEMA Flood Zone

100 Year Flood Zone

500 Year Flood Zone

N

0 750 1,500 3,000 Feet

Map is for illustrative purposes only

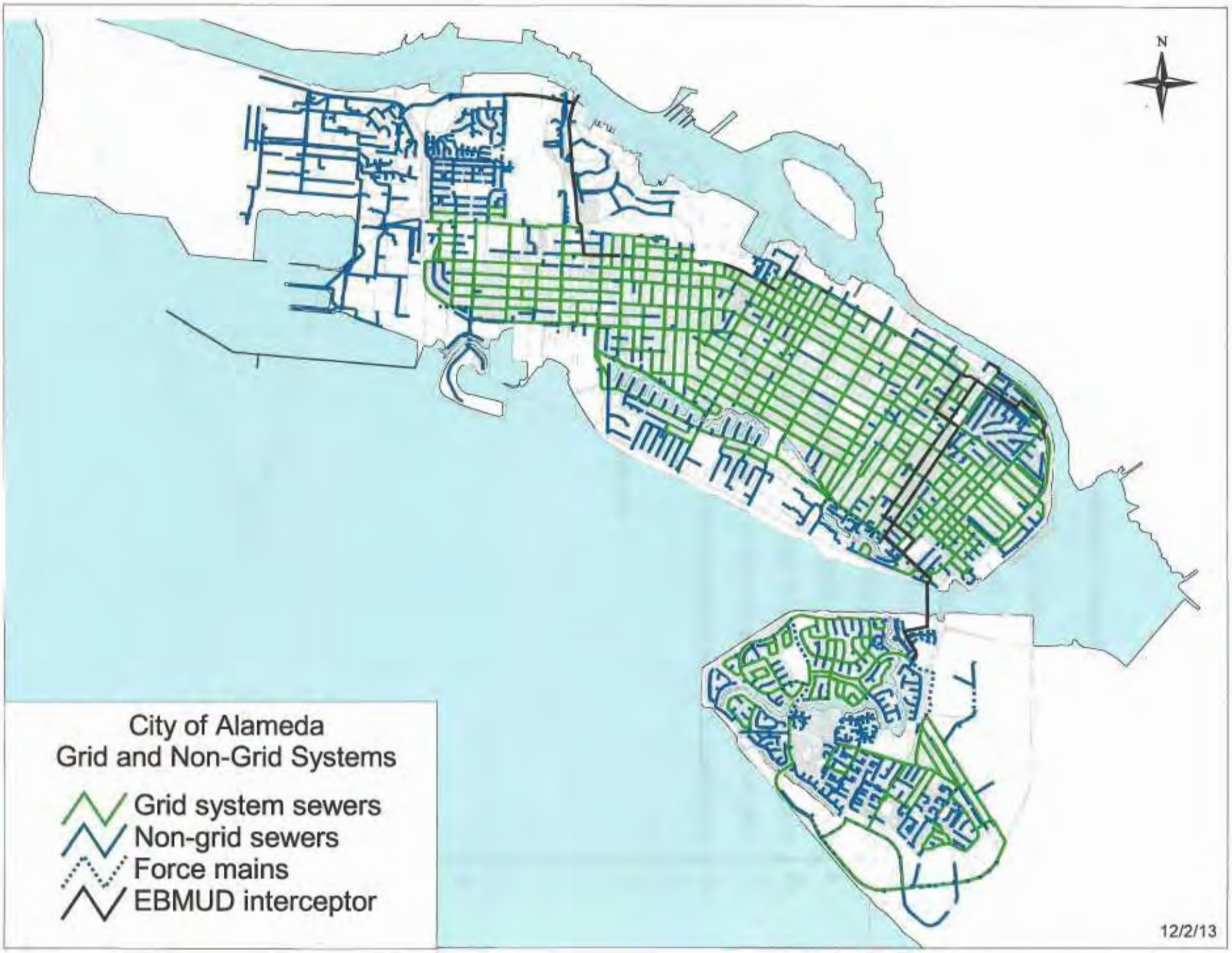
CITY OF BERKELEY
Planning & Development Department
2120 Milvia Street, Berkeley CA 94704
(510) 981-7400

APPENDIX G

Alameda Collection System Grid and Non-Grid Map

The gravity sewer mains in the City of Alameda collection system are classified into two basic types: "grid" and "non-grid". The sewers in the grid system are characterized by having multiple pathways for flow should a temporary pipe blockage and flow backup occur. This allows the flow to be bypassed to another, non-obstructed sewer main and be conveyed downstream in another direction, thereby preventing a sanitary sewer overflow. Approximately 60 percent of the sewers in the main Alameda collection system are part of the grid system (Alameda Point is a non-grid system). Each pipe is flagged as "grid" or "non-grid" in the City's geographic information system (GIS) based on the configuration of the surrounding system. The map on the following page shows the locations of the grid and non-grid sewer mains in the system.

[See following page]


N
City of Alameda
Grid and Non-Grid Systems
Grid system sewers
Non-grid sewers
Force mains
EBMUD interceptor
12/2/13

Appendix H: Oakland Collection System Sub-basins Rehabilitation Priorities

Basin 50
50L-1
5010
50U-1
5014 *
5016 *
5020 *
5022 *
Basin 52
52-1
52 *
Basin 54
54-1_2
5414/5415 *
5408 *
5416 *
Basin 56
56-1
5602
5601
5606
5607
Basin 58
58-1
5802
5804
Basin 59
59-1
5901

Basin 60
60-1
6007
6006
6008
6003
6004
60-2
6001
Basin 61
61-1
6101
6102
6103
62-2
6202
62-3
6202
Basin 80
80-1
80102
80101
80113
80001
80-2
80113
80022
80021

Basin 81
81-1_2
81201
81102
81012
81101
81013
81015
81002
81-3
81001
81-4
81001
Basin 82
82L-1
82003
82001
82002
82L-2
82001
82U-1
82005
82004

Basin 83
83L-1
83001
83U-1_2_4
83202
83002
83201
83303 *
83013
83012
83402
83011
83503
83404
83501
83403
83502
83401 *
83U-3
83102
83103
Basin 84
84L-1
84101
84102
84003
84L-4
84101
84U-1
84102
84U-3
84004

Basin 85
85L-1
85101
85102
85202
85U-1
85502
85012
85U-2A
85211
85U-2B
85231
85232
85205
Basin 86
86-1
86002
86001
86-2
86002
Basin 87
87-1
87001

*Partial rehabilitation in this Sub-basin is expected in the earlier years of the Consent Decree. No additional rehabilitation, including City facility lateral rehabilitation work as stated in Paragraph 84.d, is required in this Sub-Basin.

Appendix H1
List of Targeted Oakland-Owned Facilities
for Sewer Lateral Rehabilitation

April-14

No.	NAME	Address	Sub-Basin
1	Sanborn (Carmen Flores) Recreation Center	1637 Fruitvale Ave	5601
2	Dimond Branch Library	3565 Fruitvale Ave	5602
3	Firehouse #14	3459 Champion St	5602
4	Firehouse #14 Storage Building	3459 Champion St	5602
5	Firehouse #25	2795 Butters Dr	5606
6	Firehouse #25 Exercise Building	2795 Butters Dr	5606
7	Joaquin Miller - Abbey	near 3594 Sanborn Drive	5606
8	Joaquin Miller - Fire Circle Restroom	near 3594 Sanborn Drive	5606
9	Joaquin Miller - Sanctuary to Memory	near 3594 Sanborn Drive	5606
10	Joaquin Miller Community Center	near 3594 Sanborn Drive	5606
11	Joaquin Miller Park - 415 Society Trailer	near 3594 Sanborn Drive	5606
12	Joaquin Miller Park - Meadow Restroom	near 3594 Sanborn Drive	5606
13	Joaquin Miller Park - Shipping Containers (2)	near 3594 Sanborn Drive	5606
14	Joaquin Miller Park - Storage	near 3594 Sanborn Drive	5606
15	Joaquin Miller Park - Storage Barn	near 3594 Sanborn Drive	5606
16	Ranger Station	3590 Sanborn Dr	5606
17	Sequoyah Lodge	2666 Mountain Blvd	5606
18	Woodminster Cascade	3300 Joaquin Miller Rd	5606
19	Woodminster Theater	3300 Joaquin Miller Rd	5606
20	Woodminster Theater - Concession Booth	3300 Joaquin Miller Rd	5606
21	Woodminster Theater - Restroom	3300 Joaquin Miller Rd	5606
22	Joaquin Miller - PAL Cabin 1	near 10909 Skyline Blvd.	5607
23	Joaquin Miller - PAL Cabin 2	near 10909 Skyline Blvd.	5607
24	Joaquin Miller - PAL Cabin 3	near 10909 Skyline Blvd.	5607
25	Joaquin Miller - PAL Cabin 4	near 10909 Skyline Blvd.	5607
26	Joaquin Miller - PAL Cabin 5	near 10909 Skyline Blvd.	5607
27	Joaquin Miller - PAL Cabin 6	near 10909 Skyline Blvd.	5607
28	Joaquin Miller - Redwood Glen Restroom	near 10909 Skyline Blvd.	5607
29	Joaquin Miller - Rotary	near 10909 Skyline Blvd.	5607
30	Joaquin Miller Park - Metropolitan Horseman's Association Clubhouse	near 10909 Skyline Blvd.	5607
31	Joaquin Miller Park - Rotary Day	near 10909 Skyline Blvd.	5607
32	Joaquin Miller Park - Rotary Day Camp	near 10909 Skyline Blvd.	5607
33	Joaquin Miller Park - Sequoia Arena Restroom	near 10909 Skyline Blvd.	5607
34	Joaquin Miller Park - Siniwak Cabin	near 10909 Skyline Blvd.	5607
35	San Antonio Park Head Start Center	1701 East 19th St	6003
36	San Antonio Recreation Center	1701 East 19th St	6003
37	Manzanita Head Start Center	2701 22nd Ave	6008
38	Manzanita Recreation Center	2701 22nd Ave	6008

No.	NAME	Address	Sub-Basin
39	Union Point - South Parking Lot (haz mat under pavement)	near 2311 Embarcadero	6103
40	Union Point - Union Hill (haz mat under hill)	near 2311 Embarcadero	6103
41	Animal Shelter	1101 29th Ave	6202
42	Peralta Hacienda Historical House	2465 34th Ave	80001
43	Coolidge House	2496 Coolidge Ave	80022
44	Peralta Hacienda Park - Community Center	2500 34th Av	80022
45	Peralta Hacienda - Restroom	near 2465 34th Ave	80101
46	Peralta Hacienda - Restroom	near 2465 34th Ave	80101
47	55th Avenue Head Start Center	1800 - 55th Ave	82002
48	Fremont Pool	4550 Foothill Blvd	82004
49	Fremont Pool - Locker Rooms & Mechanical Room	4550 Foothill Blvd	82004
50	Melrose Library	4805 Foothill Blvd	82004
51	Firehouse #18 Storage/Hose Tower	1700 50th Ave	82005
52	Rainbow Teen Center	5818 International Blvd	83002
53	Rainbow Recreation Center	5800 International Blvd	83201
54	Burckhalter Park - Restroom	4060 Edwards Ave	83404
55	McCrea Park - Caretaker House (vacant)	near 4498 Shepherd Street	83501
56	McCrea Park - Fly Casting Pools	near 4498 Shepherd Street	83501
57	Redwood Heights Recreation Center	3883 Aliso Ave	83501
58	Leona Lodge	4444 Mountain Blvd	83502
59	81st Avenue Library	1021 81st Ave	84003
60	Carter Gilmore Park - New Restroom	1390 66th Ave	84101
61	Firehouse #29	1016 66th Ave	84101
62	Firehouse #29 Garage	1016 66th Ave	84101
63	Martin Luther King, Jr. Branch	6833 International Blvd	84101
64	Officer Willie Wilkins Park - Restroom	near 9710 C Street	85202
65	Firehouse #20	1401 98th Ave	85205
66	Elmhurst Branch Library	1427 88th Ave	85211
67	Dunsmuir House - Barn	2960 Peralta Oaks Ct	85231
68	Dunsmuir House - Carriage House	2960 Peralta Oaks Ct	85231
69	Dunsmuir House - Chauffeur's House	2960 Peralta Oaks Ct	85231
70	Dunsmuir House - Chicken Coop	2960 Peralta Oaks Ct	85231
71	Dunsmuir House - Dinkelspiel House	2960 Peralta Oaks Ct	85231
72	Dunsmuir House - Gardener's House	2960 Peralta Oaks Ct	85231
73	Dunsmuir House - Mansion	2960 Peralta Oaks Ct	85231
74	Dunsmuir House - Milk House	2960 Peralta Oaks Ct	85231
75	Dunsmuir House - Pavilion	2960 Peralta Oaks Ct	85231
76	Dunsmuir House - Restroom	2960 Peralta Oaks Ct	85231
77	Dunsmuir House - Ticket Booth	2960 Peralta Oaks Ct	85231
78	Lake Chabot - Clubhouse	near 11450 Golf Links Rd	85231
79	Lake Chabot - former Caretaker's Mobile Home	near 11450 Golf Links Rd	85231
80	Lake Chabot - Maintenance Building A	near 11450 Golf Links Rd	85231

No.	NAME	Address	Sub-Basin
81	Lake Chabot - Maintenance Building B	near 11450 Golf Links Rd	85231
82	Lake Chabot - Maintenance Building C	near 11450 Golf Links Rd	85231
83	Lake Chabot - Maintenance Building D	near 11450 Golf Links Rd	85231
84	Lake Chabot - Maintenance Building E (not permanent building)	near 11450 Golf Links Rd	85231
85	Lake Chabot - Maintenance Building F (not permanent building)	near 11450 Golf Links Rd	85231
86	Lake Chabot - Restroom #1	near 11450 Golf Links Rd	85231
87	Lake Chabot - Restroom #2	near 11450 Golf Links Rd	85231
88	Lake Chabot - Restroom #3 (closed)	near 11450 Golf Links Rd	85231
89	Lake Chabot - Sewer Pump Station	near 11450 Golf Links Rd	85231
90	Lake Chabot - Snack Bar	near 11450 Golf Links Rd	85231
91	Sheffield Village Recreation Center	247 Marlow Dr	85231
92	Columbian Gardens - Community Building	near 9920 Empire Rd	86001
93	Brookfield (Ira Jinkins) Recreation Center	9175 Edes Ave	86002
94	East Oakland Sports Center	9161 Edes Ave	86002
95	Otis Spunkmeyer Field - Restroom	near Doolittle/Harbor Bay Pkwy	87001