

IN THE CIRCUIT COURT FOR BALTIMORE CITY

STATE OF MARYLAND
DEPARTMENT OF THE
ENVIRONMENT

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and

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BLUE WATER BALTIMORE, INC.

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Case No: 24-C-22-000386

Plaintiffs,

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v.

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MAYOR AND CITY COUNCIL
OF BALTIMORE, MARYLAND

*

Defendant.

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CONSENT DECREE

Plaintiff the Maryland Department of the Environment (hereinafter the “Department”), Plaintiff Blue Water Baltimore, Inc., and Defendant the Mayor and City Council of Baltimore, Maryland (“Baltimore City”) represent and acknowledge that they agree to enter into this Consent Decree regarding certain alleged violations of Maryland State environmental laws relating to Baltimore City’s permits authorizing the discharge of pollutants from two wastewater treatment plants (“WWTP(s)”) to waters of the State, and request that this Court enter this Consent Decree as follows:

I. FACTUAL BACKGROUND

1. Baltimore City owns and operates the two largest WWTPs in the State of

Maryland: the Back River Wastewater Treatment Plant, located at 8201 Eastern Avenue, Baltimore, Maryland (“Back River WWTP”), and the Patapsco Wastewater Treatment Plant, located at 3501 Asiatic Avenue, Baltimore, Maryland (“Patapsco WWTP”).

STATE AND FEDERAL DISCHARGE PERMITS FOR THE WWTPS

2. For the Back River WWTP, the Department issued Baltimore City State Discharge Permit Number 15-DP-0581A, National Pollutant Discharge Elimination System (“NPDES”) Permit Number MD0021555,¹ which became effective May 1, 2018 (the “Back River Discharge Permit”). The Back River Discharge Permit was modified on January 1, 2020 and expired on April 30, 2023. Baltimore City timely submitted its permit renewal application on November 4, 2021; because of the timely renewal application, the Back River Discharge Permit has been administratively continued.

3. The Back River Discharge Permit (a) details the actions that Baltimore City is required to take to operate the Back River WWTP, and (b) limits Baltimore City’s discharges of pollutants to (i) Outfall 001A in the Back River, and (ii) Outfall 002A to Bear Creek, which flows into the Baltimore Harbor Estuary, which is also known as the Patapsco River Mesohaline segment. The Back River and the Baltimore Harbor then flow into the Chesapeake Bay, the largest estuary in the United States and among the most productive

¹ The Federal Water Pollution Control Act (the “Clean Water Act”), 33 U.S.C. § 1251 *et seq.*, prohibits the discharge of pollutants into waters of the United States, unless the U.S. Environmental Protection Agency (“EPA”) issues an NPDES permit. The EPA may delegate its NPDES authority to a state, 33 U.S.C. § 1342(b), and has done so here to the Department. The Department thus issues NPDES permits that authorize discharges under both federal and State law.

and valuable ecosystems in the world. The Back River and the Baltimore Harbor waters are designated as Use II waters protected for estuarine and marine aquatic life.

4. For the Patapsco WWTP, the Department issued Baltimore City, State Discharge Permit Number 15-DP-0580, NPDES Number MD0021601, which became effective October 1, 2017, and expired on September 30, 2022 (the “Patapsco Discharge Permit” or “2015 Patapsco Discharge Permit”). Baltimore City timely submitted its permit renewal application on April 30, 2021; because of the timely renewal application, the Patapsco Discharge Permit has been administratively continued.

5. The Patapsco Discharge Permit (a) details the actions that Baltimore City is required to take to operate the Patapsco WWTP, and (b) limits Baltimore City’s discharges of pollutants to Outfall 001A in the Patapsco River. The Patapsco River flows to the Chesapeake Bay and is designated as Use II waters protected for estuarine and marine aquatic life.

6. The Back River and Patapsco Discharge Permits identify permit requirements as “General Conditions” or “Special Conditions.” General Conditions encompass those standard requirements included in all discharge permits issued by the Department, whereas Special Conditions set forth facility specific requirements.

7. Plaintiffs allege that Baltimore City has violated numerous certain conditions contained in both Discharge Permits, including exceeding effluent limits, failing to report sampling results, failing to report discharge report non-compliance, failing to comply with

effluent sampling and testing protocols, failing to maintain sampling equipment, failing to provide various required reports, failing to comply with stormwater discharge permit requirements, and failing to efficiently operate the plants and conduct necessary maintenance.

8. Baltimore City asserts that many of the violations alleged to have occurred are attributable in part to a nationwide shortage of wastewater treatment plant operators, resulting from about 10,800 water and wastewater plant and system operators exiting the industry on an annual basis. The COVID-19 pandemic exacerbated these challenges, increasing employee turnover, making it more difficult for utilities to fill vacancies, and creating a dire need for new operators. The pandemic also accelerated retirements and led to supply chain disruptions. The City also asserts that a cyber-attack crippled many of its departments and functions, further undermining its ability to maintain compliance at the wastewater plants. At the time of the signing of this Consent Decree, Baltimore City asserts that its discharge monitoring reports indicate that it is not currently discharging pollutants from the Back River and Patapsco WWTPs in violation of its NPDES permits.

Back River WWTP

9. On or about June 16, 2021; September 20, 2021; December 29, 2021; March 18, 2022; March 22, 2022; March 26, 2022; April 16, 2022; April 22, 2022; June 2, 2022; July 14, 2022; August 16, 2022; September 27, 2022; December 14, 2022; January 26, 2023; February 24, 2023; March 15, 2023; March 16, 2023; April 26, 2023; June 14, 2023;

June 21, 2023; and July 20, 2023, the Department conducted inspections at the Back River WWTP. These inspections involved a physical inspection of the plant, as well as a review of information and materials submitted by Baltimore City before and after these inspections according to the terms of the Permit. The Back River Discharge Permit also requires Baltimore City to summarize its monitoring results each month and to submit them to the Department on Discharge Monitoring Reports (“DMRs”). DMRs must be submitted to the Department no later than the 28th day of the month following the reporting month.

10. During these inspections and review of the DMRs, the Department has made certain observations, and the Plaintiffs allege violations in connection with various Permit conditions, both of which are described below.

Effluent Limits

11. Special Conditions II(A)(1) and (2) of the Back River Discharge Permit, titled “Effluent Limitations,” are the conditions that limit the amount and characteristics of pollution that the Back River WWTP can discharge to the surface waters of the Back River and Bear Creek.

12. From May 2017 through the Effective Date (defined in Paragraph 219), the Back River WWTP violated certain of the Back River Discharge Permit’s daily, weekly, monthly, quarterly, and annual Effluent Limitations, including discharges of biochemical oxygen demand (“BOD”), E. coli, total nitrogen (“TN”), total phosphorus (“TP”), total suspended solids (“TSS”), chlorine, pH, and toxicity outside of maximum or minimum

limits.

13. Attached hereto as Exhibit 1 is a table of the Back River WWTP's daily, weekly, monthly, and quarterly effluent limit exceedances from May 2017 through the Effective Date, which exceedances are violations of the Back River Discharge Permit.

14. Attached hereto as Exhibits 2 through 5 are tables of the Back River WWTP's TSS, TN, and TP annual effluent limit exceedances for 2021 and 2022, which exceedances are violations of the Back River Discharge Permit.

Reporting Effluent Limit Exceedances

15. General Condition III(B)(1) of the Back River Discharge Permit requires Baltimore City to notify the Department within 24 hours if the Back River WWTP cannot or will not meet "any permit condition."

16. On numerous occasions from August 2020 through the Effective Date, Baltimore City failed to report effluent limit exceedances at the Back River WWTP.

17. Attached hereto as Exhibit 6 is a table of these effluent limit exceedances from the Back River WWTP of which Baltimore City did not notify the Department.

Reporting Sampling Results

18. General Condition III(A) of the Back River Discharge Permit, titled "Monitoring and Reporting," requires Baltimore City to take representative samples of the water being discharged from the Back River WWTP, to accurately analyze these samples and record the results, to create and submit certain reports (e.g., DMRs, monthly operating

reports) to the Department, and to retain all records and information resulting from these monitoring requirements.

19. Special Condition II(B)(1) of the Back River Discharge Permit, titled “Minimum Monitoring Requirements,” then fills in General Condition III(A) with the requisite what, how, how long, and when of sampling and testing. After sampling and testing, General Condition III(A)(2)(a) then requires Baltimore City to have “summarized and submitted electronically” the Back River WWTP sampling “results obtained during each calendar month” in a DMR.

20. On repeated occasions, from January 2017 through the Effective Date, Baltimore City failed to submit sampling results for at least one parameter in its DMRs, in violation of the Back River Discharge Permit. Failing to submit sampling results in a DMR is a violation for each day of the monthly monitoring period.

21. Attached hereto as Exhibit 7 is a table of the incomplete DMR sampling results that Baltimore City did not submit to the Department for the Back River WWTP.

PCB Testing and Reporting

22. General Condition III(A) of the Back River Discharge Permit requires Baltimore City to follow appropriate testing protocols to ensure the accuracy of the sampling results.

23. To ensure the accuracy of PCB sampling results, Special Condition II(B)(1)n.16 of the Back River Discharge Permit requires Baltimore City to collect “rinsate blanks”

to assess the adequacy of sampling equipment decontamination. After sampling equipment is decontaminated, a “rinsate” or “equipment” blank is obtained. A rinsate blank is a sample of uncontaminated water that has been poured over or through the sampling equipment. The rinsate blank results indicate whether the sampling equipment itself is artificially introducing PCB contamination into the samples; for the Back River WWTP, rinsate blanks sample results may not exceed 600 pg/L.

24. Special Condition II(F)(4) of the Back River Discharge Permit requires Baltimore City to submit the PCB criteria and the sampling results for “method blanks” to ensure the accuracy of PCB sampling results. While rinsate/equipment blanks assess the adequacy of equipment decontamination, “method blanks” assess the artificial introduction of PCB contamination during sample preparation activities.

25. Special Condition II(F)(4) of the Back River Discharge Permit requires that Baltimore City submit Back River WWTP sampling results for the total concentration of both (a) Polychlorinated Biphenyls (“Total PCBs”), and (b) 12 extremely toxic individual, unique, well-defined PCB chemical compounds (“PCB Congeners”).

26. From June 2018 through the Effective Date, quarterly reports that Baltimore City submitted to the Department for the Back River WWTP indicated that rinsate or method blank samples (a) were broken in transit, (b) not reported, or (c) the total PCB concentration of the rinsate blank exceeded the 600 pg/L concentration limit. In these same reports, Baltimore City also failed to submit PCB sampling results, PCB method blank data

and sampling results, or PCB Congeners results. In addition, although rinsate blanks were collected during the 3rd quarter of 2022 when sampling PCBs, problems at a City contract laboratory rendered the rinsate blanks invalid. These errors or omissions are in violation of the Back River Discharge Permit.

27. Errors or omissions in a quarterly report constitute a violation for each day of that quarter.

28. Attached hereto as Exhibit 8 is a table of these PCB sampling errors and omissions in Baltimore City's reports.

Conducting Confirmatory Whole Effluent Toxicity ("WET") Testing

29. Special Condition II(B)(1) of the Back River Discharge Permit requires Baltimore City to conduct quarterly acute and chronic Whole Effluent Toxicity ("WET") testing at the Back River WWTP.

30. If two consecutive WET tests show acute or chronic toxicity, Special Condition II(D)(10) of the Back River Discharge Permit requires Baltimore City to conduct a third confirmatory WET test within 30 days. Consecutive WET test results for February 25, 2021, and May 25, 2021, showed chronic toxicity at the Back River WWTP.

31. Baltimore City did not conduct a third confirmatory WET test within the 30-day period, which is a violation of the Back River Discharge Permit.

Maintaining Sampling Equipment

32. General Condition III(A)(5) of the Back River Discharge Permit requires

Baltimore City to “calibrate and maintain all monitoring and analytical instrumentation to ensure accuracy of measurements.”

33. During a June 16, 2021, inspection, the Department observed a slight accumulation of solids on the automatic sampler container for Outfall 001 at the Back River WWTP. The accumulation of solids on this monitoring and analytical instrumentation is a violation of the Back River Discharge Permit.

34. During a March 19, 2022, inspection, the Department determined that there was no calculated rate or ratio of sodium bisulfite to the chlorine concentration for dechlorination of the final effluent, and the colorimeter used for monitoring the chlorine for process control was not being checked for accuracy.

35. During a June 2, 2022, inspection, the Department determined that Baltimore City was not annually checking the accuracy of the thermometers used to monitor the temperature of the automatic samplers, and there were no quality assurance records for the DO test SM 4500-O G. or the total residual chlorine (“TRC”) test SM 4500-Cl D., as required by the approved methods.

36. During a July 14, 2022, inspection, the Department determined that Baltimore City was using incorrect test procedure ASTM method 6919-09 for the analysis of total ammonia as N.

37. During a September 27, 2022, inspection, the Department determined that the automatic sampler was not being maintained properly and needed to be cleaned.

Operating the Back River WWTP and Conducting Necessary Maintenance

38. General Condition III(B)(3)(a) of the Back River Discharge Permit requires Baltimore City to operate the Back River WWTP efficiently to minimize upsets and discharges of excessive pollution.

39. General Condition III(B)(3)(c) requires ongoing maintenance of equipment at the Back River WWTP necessary to avoid adverse effects on the quality of discharge water.

40. After the June 16, 2021, inspection of the Back River WWTP, Baltimore City informed the Department that the main centrifuge began malfunctioning in January 2021, reducing the Back River WWTP's dewatering capacity.

41. The Department observed throughout the Back River WWTP various broken and malfunctioning equipment that affects discharge water quality. The malfunctioning and broken equipment appeared to have not been properly repaired, replaced, or maintained. Inspections on June 16, 2021; September 20, 2021; December 29, 2021; March 19, 2022; March 22, 2022; April 16 and 22, 2022; June 2, 2022; July 14, 2022; August 16, 2022; September 27, 2022; December 14, 2022; January 26, 2023; February 24, 2023; April 26, 2023; June 14, 2023; June 21, 2023; and July 20, 2023, documented the following conditions at various times: partially treated solid material was being discharged to surface waters of the State due to malfunctioning equipment; only two or three of the total of 11 primary settling tanks ("PSTs") were in operation; some

denitrification filters were in need of repairs and maintenance; algae and vegetation growth and re-growth was repeatedly observed in the secondary clarifiers; biological reactors, clarifiers associated with Activators #2 and #3, and secondary clarifiers were missing parts; mixers in the biological reactors were either not functioning as designed or not functioning at all; blowers were not functioning; solids had accumulated in the biological reactors; and poor ventilation in the headworks building allowed elevated hydrogen sulfide concentrations that caused equipment corrosion.

42. From May 2018 through the Effective Date, Baltimore City reported multiple unauthorized releases of wastewater at the Back River WWTP. Attached hereto as Exhibit 9 is a table of the unauthorized discharges reported to the Department.

43. The lack of preventative maintenance, replacement, and repair of equipment at the Back River WWTP constitutes a violation of the Back River Discharge Permit.

Sampling, Analysis, & Reporting

44. Additionally, with respect to General Condition III(A), titled “Monitoring and Reporting,” during a review of the Back River WWTP’s 2022 effluent sampling laboratory reports, the Department observed numerous violations of the Back River Discharge Permit associated with:

- a. sample collection/holding time; and
- b. laboratory analysis.

From January 2022 through the Effective Date, the Department observed multiple

instances where one or more parameters were incorrectly sampled, preserved, or analyzed, many as a result of mishandling by a contract laboratory. Attached hereto as Exhibit 10 is a table of the dates and causes of the sampling violations.

Providing Adequate Operating Staff

45. General Condition III(B)(3)(b) of Back River Discharge Permit requires Baltimore City to adequately staff the Back River WWTP with sufficient qualified personnel.

46. In the June 16, 2021, inspection, the Department observed that many of the 74 certified operators at the Back River WWTP had temporary licenses rather than permanent licenses.

47. Based on the July 14, 2022; August 16, 2022; and September 27, 2022, inspections, Baltimore City continues to have a shortage of permanently certified operators to operate and maintain the Back River WWTP. This shortage of permanently certified operators is now being mitigated by employing permanently certified contract operators.

48. Adequate staffing is required for the efficient operation, maintenance, and carrying out of testing functions to ensure compliance with the Back River Discharge Permit. The staffing of an insufficient number of qualified operators is a violation of the Back River Discharge Permit.

Discharge of Floating Solids

49. Special Condition II(A)(1), n.2 of the Back River Discharge Permit prohibits Baltimore City from discharging floating solids or visible foam other than trace amounts

from the Back River WWTP.

50. During the March 22, 2022, April 16, 2022, and April 22, 2022 inspections, the Department observed floating solids in the final treated effluent.

Industrial Stormwater Discharge Permit Violations

51. General Condition III(B)(19) of the Back River Discharge Permit requires Baltimore City to “maintain coverage under [Maryland’s] ‘General Permit for Discharges from Storm[w]ater Associated with Industrial Activities.’”

52. Baltimore City applied for, and the Department issued, industrial stormwater discharge permit coverage for the Back River WWTP under State Discharge Permit Number 12SW0630, NPDES Number MDR000630 (“Back River Stormwater Permit”), which became effective October 15, 2014, and is now administratively extended.

53. On June 16, 2021, the Department conducted an inspection of the Back River WWTP for Back River Stormwater Permit compliance. The Department determined that Baltimore City failed to:

- a. conduct quarterly routine facility inspections, in violation of Part V(A)(1) of the Back River Stormwater Permit,
- b. correct violations identified in its annual inspection report, in violation of Parts IV(C-D) and V of the Back River Stormwater Permit,
- c. perform the visual inspections, in violation of Part V(A) of the Back River Stormwater Permit,

- d. conduct at least one quarterly visual assessment during a snow melt, in violation of Part V(A)(4) of the Back River Stormwater Permit,
- e. update its stormwater pollution prevention plan (“SWPPP”), in violation of Part II(C)(3) of the Back River Stormwater Permit,
- f. provide stormwater pollution prevention training for all employees, in violation of Part III(B)(1)(b)(ix) of the Back River Stormwater Permit, and
- g. maintain a SWPPP site map with required information, in violation of Part III(C)(2)(c) of the Back River Stormwater Permit.

54. The failure to timely comply with the Back River Stormwater Permit is a violation of the Back River Discharge Permit.

Minimizing Adverse Impacts

55. General Condition III(B)(4) of the Back River Discharge permit requires Baltimore City to “take all reasonable steps to minimize any adverse impact to the waters of this State, human health or the environment.”

56. Baltimore City’s unauthorized discharge of pollutants from the Back River WWTP and other Back River Discharge Permit exceedances observed by the Department and detailed above violate General Condition III(B)(4).

Consent Order and Directive to the Maryland Environmental Service

57. On March 24, 2022, based on the issues the Department observed at the Back River WWTP, the Secretary of the Department issued an order to Baltimore City pursuant

to § 9-252(a) of the Environment Article, to operate the Back River WWTP in compliance with all terms of the Back River Discharge Permit. The allegations supporting the issuance of the March 24, 2022, order are memorialized in that order.

58. On March 27, 2022, the Secretary issued a directive pursuant to § 3-109 of the Natural Resources Article to the Maryland Environmental Service (“MES”) directing it to provide additional staff for and to take certain actions to provide assistance at the Back River WWTP.

59. To avoid litigation over the March 24, 2022, order and the March 27, 2022 directive to MES, and to address the updated activities and improvements necessary to bring the Back River WWTP back into compliance with its Discharge Permit, on or about June 10, 2022: (i) the Department issued, and Baltimore City consented to issuance of, a Consent Order (“Back River Consent Order”); (ii) the Department agreed to withdraw the March 24, 2022 order and the March 27, 2022 directive to MES; and (iii) Baltimore City consented to the issuance by the Department of a revised directive to MES pursuant to § 3-109 of the Natural Resources Article (“Revised Directive”).

Patapsco WWTP

60. On or about May 6, 2021; October 6, 2021; October 19, 2021; December 28, 2021; January 31, 2022; April 6, 2022; May 18, 2022; June 29, 2022; August 24, 2022; November 2, 2022; January 30, 2023; February 27, 2023; March 30, 2023; April 27, 2023; and June 15, 2023, the Department conducted inspections at the Patapsco WWTP. These

inspections involve a physical inspection of the plant, as well as a review of information and materials submitted by Baltimore City before and after these inspections according to the terms of the Permit. The Patapsco Discharge Permit also requires Baltimore City to summarize its monitoring results each month and to submit them to the Department on DMRs. DMRs must be submitted to the Department no later than the 28th day of the month following the reporting month.

61. In the course of these inspections and review of the DMRs, the Department has made certain observations, and the Plaintiffs allege violations in connection with various Permit conditions, both of which are described below.

Effluent Limits

62. Special Conditions II(A)(1-2) of the Patapsco Discharge Permit, titled “Effluent Limitations,” are the conditions that limit the amount and characteristics of pollution that the Patapsco WWTP can discharge to the surface waters of Patapsco River.

63. From January 1, 2020, through the Effective Date, the Patapsco WWTP violated certain of the Patapsco Discharge Permit’s daily, weekly, monthly, seasonal, and annual Effluent Limitations, including discharges of BOD, enterococci, TN, TP, dissolved oxygen, and TSS outside of maximum or minimum limits.

64. Attached hereto as Exhibit 11 is a table of the Patapsco WWTP’s daily, weekly, and monthly effluent limit exceedances from January 1, 2020 through the Effective Date.

65. Attached hereto as Exhibits 12 through 17 are tables of the Patapsco WWTP's TN and TP seasonal and annual effluent limit exceedances from January 1, 2020 through the Effective Date.

Reporting Sampling Results

66. General Condition III(A) of the Patapsco Discharge Permit, titled "Monitoring and Reporting," requires Baltimore City to take representative samples of the water being discharged from the Patapsco WWTP, to accurately analyze these samples and record the results, to create and submit certain reports (e.g., DMRs, monthly operating reports) to the Department, and to retain all records and information resulting from these monitoring requirements.

67. Special Condition II(B) of the Patapsco Discharge Permit, titled "Minimum Monitoring Requirements," then fills in General Condition III(A) with the requisite what, how, how long, and when, of sampling and testing. After sampling and testing, General Condition III(A)(2)(a) then requires Baltimore City to have "summarized and submitted electronically" the Patapsco WWTP sampling "results obtained during each calendar month" in a DMR.

68. On multiple occasions, from June 2017 through the Effective Date, Baltimore City failed to submit sampling results for at least one parameter in its DMRs in violation of the Patapsco Discharge Permit. Failure to submit sampling results in a DMR is a violation for each day of the monthly monitoring period.

69. Attached hereto as Exhibit 18 is a table of the incomplete DMR sampling results that Baltimore City did not submit to the Department for the Patapsco WWTP.

Sampling, Analysis, & Reporting

70. Additionally, with respect to General Condition III(A), titled “Monitoring and Reporting,” during an inspection and review of the Patapsco WWTP’s operation from May 6 through June 4, 2021, the Department observed numerous violations of the Patapsco Discharge Permit associated with:

- a. sample collection/holding time,
- b. sample preservation/filtration,
- c. laboratory analysis,
- d. quality assurance sample collection,
- e. total residual chlorine analysis,
- f. 40 C.F.R. Part 136 sample preservation, and
- g. the collection of rinsate and equipment blanks.

71. From September 2019 through the Effective Date, there were multiple instances where one or more parameters were improperly sampled, preserved, or analyzed. Attached hereto as Exhibit 19 is a table of the dates and causes of the sampling violations.

72. The May 18, 2022, inspection documented that Baltimore City failed to submit influent and effluent flow calibration records, failed to annually check the accuracy of the thermometers used to monitor the temperature of the automatic samplers, did not

meet instrument calibration requirements for total residual chlorine, and did not meet quality assurance requirements for measurement of dissolved oxygen.

PCB Testing and Reporting Failures

73. General Condition III(A) of the Patapsco Discharge Permit requires Baltimore City to follow appropriate testing protocols to ensure the accuracy of the sampling results.

74. To ensure the accuracy of PCB sampling results, Special Condition II(B)(1)n.16 of the Patapsco Discharge Permit requires Baltimore City to collect “rinsate blanks” to assess the adequacy of sampling equipment decontamination. After sampling equipment is decontaminated, a “rinsate” or “equipment” blank is obtained. A rinsate blank is a sample of uncontaminated water that has been poured over or through the sampling equipment. The rinsate blank results indicate whether the sampling equipment itself is artificially introducing PCB contamination into the samples.

75. Special Condition II(F)(4) of the Patapsco Discharge Permit requires Baltimore City to submit the PCB criteria and the sampling results for “method blanks” to ensure the accuracy of PCB sampling results. While rinsate/equipment blanks assess the adequacy of equipment decontamination, “method blanks” assess the artificial introduction of PCB contamination during sample preparation activities.

76. Special Condition II(F)(4) of the Patapsco Discharge Permit requires Baltimore City to submit Patapsco WWTP sampling results for the total concentrations of

both (a) total PCBs, and (b) PCB congeners.

77. Based on an inspection and review of the Patapsco WWTP's operation from May 6 through June 4, 2021, the Department determined that PCBs sampling data was being inaccurately reported. Between October 2020 and May 2021, Baltimore City reported rinsate blank test results in the place of sample test results. Additional Total PCB samples collected in January 2021 were neither reported nor used to calculate loading. Baltimore City also failed to (a) report the PCB Congeners, and (b) provide the method blank criteria and results.

78. Separately, the Patapsco WWTP's total PCB (tPCB) loading exceeded the annual waste load allocation of 27.2 grams in 2020, 2021, and 2022. Special Condition II(A)(1) n.4(b) of the Patapsco Discharge Permit requires Baltimore City to submit a plan to track tPCB sources and best management practice implementation to address this condition, which has not occurred to-date.

Toxic Chemical Testing

79. Special Condition II(B)(1) n.16 of the Patapsco Discharge Permit requires Baltimore City to perform toxic chemical testing and monitoring.

80. Special Condition II(F)(4) of the Patapsco Discharge Permit requires Baltimore City to perform this "in accordance with 40 CFR Part 136" and the Department's Toxic Pollutant Monitoring Protocol and Reporting Requirements for Toxic Chemical Testing Analytical Data.

81. During an inspection and review of the Patapsco WWTP's operation from May 6 through June 4, 2021, the Department concluded that

- a. samples were not preserved as required by 40 C.F.R. Part 136:
 - i. the pH of the compound Acrolein was incorrectly adjusted, and
 - ii. by the time the sample was received by the City's primary contact laboratory, its temperature was measured at 8°C, which exceeded the 6°C maximum temperature;
- b. rinsate blank results and chain of custody documentation indicated significant reporting and operational irregularities;
- c. the requisite chain of custody documents were incomplete; and
- d. the reporting limit used for Chromium VI was 10 µg/L, not the required 0.1 µg/L reporting limit.

Submitting Wastewater Capacity Management Plan

82. Special Conditions II(B)(2), II(B)(2) n.24, and II(C) of the Patapsco Discharge Permit require Baltimore City to submit to the Department an updated 2020 wastewater capacity management plan ("WCMP").

83. MDE's July 6, 2006 Guidance Document for Wastewater Capacity Management Plans, referred to in Special Condition II(C) of the Patapsco Discharge Permit, directs municipalities to "[s]ubmit the Wastewater Capacity Management Plan . . . to MDE for municipalities operating at 80% design capacity by January 31st based on the

three year adjusted average flow.”

84. Baltimore City submitted a 2017 WCMP on February 9, 2018. From 2018 through 2020, the Patapsco WWTP operated at or above 80% of its design capacity.

85. Baltimore City’s subsequent submittal of a 2020 WCMP, on August 31, 2021, was seven months late, in violation of the Patapsco Discharge Permit.

Systemic Fat, Oil, & Grease (“FOG”) Mitigation

86. Special Condition II(A)(1) n.2 of the 2015 Patapsco Discharge Permit prohibits the “discharge of floating solids or visible foam other than trace amounts.”

87. Special Condition II(M)(d) of the 2015 Patapsco Discharge Permit requires Baltimore City to “report to the Department on an annual basis at the end of each calendar year all measures taken to comply with the [FOG Mitigation P]lan.”

88. On or about May 4, 2021, Blue Water Baltimore provided information to the Department that its staff had observed widespread FOGs in the water around the Patapsco WWTP’s discharge pipe in violation of Special Condition II(A) n.1.

89. Baltimore City also failed to submit to the Department the annual reports 2020 and 2021 describing measures taken to comply with the FOG Mitigation Plan in violation of Special Condition II(M) of the 2015 NPDES Discharge Permit.

Reported Effluent and Influent Flow Measurement

90. Based on data reported to the Department for calendar year 2022, the daily flow data indicate that the daily Patapsco WWTP influent is about 15 to 30 percent greater than the volume of wastewater being discharged.

91. During an inspection on August 24, 2022, the plant manager for the Patapsco WWTP informed the Department that there was a problem with the influent flow meter that started in February 2022. However, the calibration records for the influent and effluent flow measurement system for the period January through May 2022 show satisfactory calibration and operation of the influent and effluent flow measuring systems. Therefore, the Department determined that further investigation into the discrepancy is warranted to determine the cause of the discrepancy and any necessary flow meter improvements.

Providing Adequate Operating Staff

92. General Condition III(B)(3)(b) of the Patapsco Discharge Permit requires Baltimore City to adequately staff the Patapsco WWTP with sufficient qualified personnel.

93. On September 7, 2021, the Department determined that many of the 45 certified operators at the Patapsco WWTP had temporary rather than permanent licenses.

94. The Department's May 18, 2022 inspection documented that four operators at the Patapsco WWTP had not submitted proof to management that they had applied for license renewal.

95. The August 24, 2022 inspection revealed that there are approximately 50 vacancies at the Patapsco WWTP, which vacancies were being addressed in part by the use of contract staff.

96. Adequate staffing is required for the efficient operation, maintenance, and carrying out of testing functions to ensure compliance with the Patapsco Discharge Permit.

The staffing of an insufficient number of qualified operators is a violation of the Patapsco Discharge Permit.

Operating the Patapsco WWTP and Conducting Necessary Maintenance

97. General Condition III(B)(3)(a) of the Patapsco Discharge Permit requires Baltimore City to operate the Patapsco WWTP efficiently to minimize upsets and discharges of excessive pollution. And General Condition III(B)(3)(c) requires ongoing maintenance of equipment at the Patapsco WWTP necessary to avoid adverse effects on the quality of discharge water.

98. In the May 6, 2021 inspection report, the Department documented that the Patapsco WWTP had systemic operational and maintenance failures that affected discharge water quality, including, but not limited to, deficient FOG Mitigation Plan implementation.

99. Inspections conducted on May 6, 2021; October 6, 2021; October 19, 2021; December 28, 2021; January 31, 2022; April 6, 2022; May 18, 2022; June 29, 2022; August 24, 2022; November 2, 2022; January 30, 2023; February 27, 2023; March 30, 2023; April 27, 2023; and June 15, 2023, documented the following conditions at various times: the loss of filter media from the biological aerated filter (“BAF”) system to waters of the State; accumulation of debris on the belt conveyors that affected their operation; floating scum and FOG at the chlorine contact chamber; accumulation of floating scum and FOG in the PSTs; inadequate processing of sludge by the gravity sludge thickeners (“GSTs”) that require repairs, cleaning, and maintenance; broken aerators in the biological reactors;

nonfunctioning DNF system due to submerged cells and clogging of the system; broken return activated sludge pumps; non-functioning scum logs; out of service scum collection troughs on the chlorine contact chambers; and the inability of the liquid oxygen (“LOX”) plant to deliver oxygen to the high-pressure pure oxygen reactors.

100. The January 31, 2022, April 6, 2022, and May 18, 2022, inspections documented that, due to solids processing delays, Baltimore City was storing unprocessed sludge at the tailings transfer station that clogged drains, and Baltimore City placed pollutants, namely sludge, in a position likely to pollute waters of the State via the storm drain system. These deficiencies were subsequently corrected.

101. The lack of preventative maintenance, replacement, and repair of equipment at the Patapsco WWTP constitutes a violation of the Patapsco Discharge Permit.

Industrial Stormwater Discharge Permit

102. General Condition III(B)(19) of the Patapsco Discharge Permit requires Baltimore City to “maintain coverage under [Maryland’s] ‘General Permit for Discharges from Storm[w]ater Associated with Industrial Activities.’”

103. Baltimore City applied for, and the Department issued, industrial stormwater discharge permit coverage for the Patapsco WWTP under State Discharge Permit Number 12SW0629, NPDES Number MDR000629 (“Patapsco Stormwater Permit”), which became effective October 15, 2014 and is now administratively extended.

104. On June 29, 2022, the Department conducted an inspection of the Patapsco

WWTP for Patapsco Stormwater Permit compliance. This inspection documented that Baltimore City failed to:

- a. update its SWPPP, in violation of Part II(C)(3) of the Patapsco Stormwater Permit,
- b. maintain a SWPPP site map with required information, in violation of Part III(C)(2)(c) of the Patapsco Stormwater Permit,
- c. conduct quarterly inspections, in violation of Part V(A)(1) of the Patapsco Stormwater Permit,
- d. conduct comprehensive annual evaluations, in violation of Part V(A)(2)(b) of the Patapsco Stormwater Permit,
- e. conduct quarterly visual inspections, in violation of Part V(A)(3) of the Patapsco Stormwater Permit, and
- f. provide stormwater pollution prevention training for all employees, in violation of Part III(B)(1)(b)(ix) of the Patapsco Stormwater Permit.

105. The failure to comply with the Patapsco Stormwater Permit is a violation of the Patapsco Discharge Permit.

Minimizing Adverse Impacts

106. General Condition III(B)(4) of the Patapsco Discharge permit requires Baltimore City to “take all reasonable steps to minimize any adverse impact to the waters of this State, human health or the environment.”

107. Baltimore City’s unauthorized discharge of pollutants from the Patapsco WWTP and other Patapsco Discharge Permit exceedances observed by the Department and detailed above violate General Condition III(B)(4).

STATUTORY AND REGULATORY AUTHORITY

108. Title 9, Subtitle 3 of the Environment Article, Annotated Code of Maryland, prohibits the discharge of any pollutant into the waters of the State unless authorized by a discharge permit issued by the Department. The term “discharge” includes the placement of a pollutant in a position where it is likely to pollute waters of the State. Title 9, Subtitle 3 also provides that any person who violates any provision of Title 9, Subtitle 3 of the Environment Article or any rule, regulation, order, or permit adopted or issued by the Department thereunder, is liable for a civil penalty of up to \$10,000 per violation. Each day a violation occurs is a separate violation.

109. Title 9, Subtitle 3 also provides that the Department may seek injunctive relief to address violations of any rule, regulation, order, or permit issued pursuant to the Water Pollution Control Subtitle.

THE LITIGATION

110. On January 21, 2022, the Department filed the above-captioned lawsuit in the Circuit Court for Baltimore City seeking relief under Title 9 of the Environment Article, alleging that Baltimore City’s operation of the Back River and Patapsco WWTPs violated the Discharge Permits and State water pollution laws. As a result of Baltimore City’s

responsibility to comply with the various permit requirements at both the Back River and Patapsco WWTPs and its liability for failing to do so, the Department's complaint seeks: (a) civil penalties; (b) pre- and post-judgment interest; and (c) attorneys' fees and costs.

111. The Department also seeks an injunction requiring Baltimore City to take all necessary and appropriate actions to immediately stop unpermitted discharges of pollutants from the Back River and Patapsco WWTPs into the waters of this State, and to take all necessary and appropriate actions to prevent future unpermitted discharges of pollutants from the Back River and Patapsco WWTPs into the waters of this State.

112. On February 3, 2022, Plaintiff Blue Water Baltimore filed an Unopposed Motion to Intervene in the Department's action pursuant to § 9-344.1 of the Environment Article, which allows intervention in civil actions involving water pollution control.

113. On April 4, 2022, Baltimore City filed its answer to the Department's complaint.

114. On April 8, 2022, the Circuit Court granted Blue Water Baltimore's motion.

115. On December 15, 2021, Blue Water Baltimore filed an action in the United State District Court for the District Court of Maryland, Docket No. 1:21-cv-03176-LKG, seeking, among other things, injunctive relief to require Baltimore City to comply with its NPDES permits for the Back River and Patapsco WWTPs, as well as with the requirements of the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., and state requirements

(“Federal Action”). The Federal Action is largely based upon the same facts set forth in this Consent Decree.

116. Plaintiffs have expended resources, including attorney resources, in bringing this suit.

117. To avoid protracted litigation of the alleged violations and the corrective action required, Plaintiffs and Baltimore City (collectively, “Parties”), have reached an agreement on the terms of this Consent Decree. The Parties recognize that, and the Court by entering this Consent Decree finds that, this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

118. It is the mutual objective of the Parties, by entering into this Consent Decree, to provide for and achieve compliance with the environmental laws addressed by this Consent Decree in an expeditious manner to protect public health and the environment.

119. The Department believes that this Consent Decree is in the best interests of and will benefit the residents of the State of Maryland.

120. It is expressly understood that this Consent Decree pertains to the specific alleged violations described herein, and in the state and federal complaints, and that the Parties have made no promises or representations other than those contained in this Consent Decree and that no other promises or representations will be made unless in writing, and

the Department makes no representations with regard to any criminal liability for the above-referenced allegations and has no authority over any criminal actions.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

II. JURISDICTION AND VENUE

121. For purposes of this Consent Decree, Plaintiffs and Baltimore City agree that the Court has jurisdiction over the Parties and over the subject matter of this action pursuant to Title 9, Subtitle 3 of the Environment Article, Annotated Code of Maryland, and that venue is proper under § 6-201 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland.

122. For purposes of this Consent Decree, or any action to enforce this Consent Decree, the Parties consent to this Court’s jurisdiction over this Consent Decree and consent to venue in this judicial district.

III. WORK TO BE PERFORMED

A. Review and Approval Process

123. All documents required under this Section III (Work to be Performed) of this Consent Decree to be submitted to the Department (“Submittal(s)”) shall be made simultaneously to Blue Water Baltimore. Electronic submission is preferred, where practicable. All documents shall be submitted in accordance with Section XIII (Notification).

124. The Department shall promptly review each Submittal and may approve, disapprove, or require revisions to the Submittal. The Department shall consult with Blue Water Baltimore on all approvals, disapprovals, or required revisions, as set forth below.

125. Blue Water Baltimore shall have the right to review all Submittals and provide the Department with written comments within 30 days of Blue Water Baltimore's receipt of the Submittal. The Department and Blue Water Baltimore shall consult and make best efforts to collaboratively resolve any disagreements or concerns that may arise regarding the adequacy of Baltimore City's Submittals prior to the Department making its final determination on the Submittal.

126. The Department shall notify Baltimore City in writing within 30 days of submission if it determines that a Submittal is substantially deficient or flawed and shall set forth the basis for that determination in such notification.

127. If the Department requires revisions to a Submittal, Baltimore City shall provide a revised Submittal within 30 days of the Department's notice unless a later time period is agreed to by the Department.

128. All plans, studies, schedules, deadlines, and reports set forth in Submittals approved by the Department shall be incorporated by reference into this Consent Decree and enforceable as if fully set forth herein.

B. Status of the June 10, 2022 Consent Order

129. The currently effective Back River Consent Order and Revised Directive are hereby terminated and of no further effect as of the Effective Date of this Consent Decree.

C. Compliance with Effluent Limitations

130. Until such time as renewal permits are issued for either the Back River WWTP or the Patapsco WWTP, all numeric and narrative Effluent Limitations and conditions in the Back River Discharge Permit and the Patapsco Discharge Permit remain in full force and effect for each respective WWTP, and Baltimore City shall comply with all such Effluent Limitations and conditions at all times.

D. Work To Be Performed

131. Baltimore City shall take all of the following corrective actions in accordance with the applicable deadlines set forth in this Section III.D. The Parties acknowledge that equipment is periodically taken offline for routine maintenance or repair and that such routine activities do not render the equipment inoperable or unavailable for use for the purposes of this Consent Decree so long as compliance with effluent limitations can be maintained and the equipment is returned to operational service promptly.

Back River WWTP

Repair or Replacement of Plant Components and Equipment

132. Within 30 days of the Effective Date, Baltimore City shall complete replacement of the H₂S sensors.

133. With respect to the PSTs, Baltimore City shall:

- a. Clean and complete repairs on at least eight PSTs to ensure that they are fully functional and capable to operate as designed by January 1, 2024; and
- b. Clean and complete repairs to all 11 PSTs to ensure that they are fully functional and available for use by December 31, 2025.

134. By December 1, 2023, Baltimore City shall ensure that it has and maintains an adequate supply of Dissolved Oxygen (“D.O.”) probes, and ensure that any failing probes are promptly replaced. Baltimore City anticipates delivery of the D.O. probes on October 25, 2023. Baltimore City shall promptly notify Plaintiffs upon obtaining an adequate supply of D.O. probes.

135. Baltimore City shall adequately maintain Activated Sludge Plants No. 2 and No. 3 and the associated clarifiers. With respect to the final clarifiers for Activated Sludge Plants No. 2 and No. 3, Baltimore City shall:

- a. Within 60 days of the Effective Date, submit to the Plaintiffs for review and the Department for approval, the existing standard operating procedure (“SOP”) for the routine removal of vegetative growth and preventative maintenance (“Vegetative Growth Removal SOP”) for the final clarifiers and revise the SOP in accordance with comments received from the Department;

- b. Implement the Vegetative Growth Removal Plan immediately upon approval in accordance with the approved schedule and keep the final clarifiers free from vegetation;
- c. Maintain an average sludge blanket depth of two to four feet in the final clarifiers; and
- d. Maintain manual operations until the Activated Sludge PLCs are updated and set up for automatic operation.

136. By April 30, 2024, Baltimore City shall complete an evaluation of sand filters. Within 10 days of the sand filter evaluation, Baltimore City shall either: a) request approval for a change to the use of the approved sand filter facilities, signed and sealed by a Maryland professional engineer, to demonstrate that some or all of the sand filters are not necessary to treat effluent; or b) submit to the Plaintiffs for review and the Department's approval a plan and schedule for the implementation of sand filter improvements ("Sand Filter Improvement Plan"). Immediately upon approval Baltimore City shall implement the approved Sand Filter Improvement Plan in accordance with the approved schedule.

137. By June 30, 2024, Baltimore City shall repair all Gravity Belt Thickeners ("GBTs") to operate as designed.

138. By December 31, 2023, Baltimore City shall repair and install one of the three non-operational dissolved aeration flotation system ("DAFs") and thickened sludge pumps.

139. By August 16, 2023, Baltimore City shall issue a notice to proceed with a contract for the rehabilitation of the egg-shaped digesters, and shall complete rehabilitation of the egg-shaped digesters by September 16, 2027.

140. Within 30 days of the Effective Date, Baltimore City shall submit to the Plaintiffs for review and the Department's approval, a plan and schedule for maintenance of the centrifuges ("Centrifuge Maintenance Plan"), and immediately upon approval implement the Centrifuge Maintenance Plan in accordance with the approved schedule.

141. By December 31, 2023, or within 90 days of receipt of parts, whichever is sooner, Baltimore City shall complete repairs and installation of Centrifuge #4 to operate as designed. Baltimore City shall notify Plaintiffs upon receipt of parts.

Adequate Staffing and Preventative Maintenance

142. By December 31, 2023, Baltimore City shall submit to the Plaintiffs an initial report and evaluation of current staffing levels, number of vacancies, and the recommended staffing required to carry out operation, maintenance, and testing functions of the Back River WWTP ("Staffing Report"), and a plan and schedule for the Department's review that provides that Baltimore City shall achieve recommended staffing levels ("Staffing Plan"). If the Department's review determines that the Staffing Plan requires additions or modifications to ensure proper operation of the facility to maintain compliance with permit conditions, the Department will notify the City, and the City shall modify or revise the Staffing Plan as needed to address the Department's concerns. The Staffing Plan shall

include short-term and long-term strategies to recruit and retain recommended staffing levels, including increasing the number of safety managers, and may allow for the use of outside contractors to augment City staff. The Staffing Plan shall also address maintaining an operator training program; use of an outside training company is permitted but not required. Baltimore City shall implement the Staffing Plan, and shall provide quarterly updates to the Department on then-current staffing levels.

143. By June 30, 2024, Baltimore City shall have, maintain, and make available to the Department at its request formal written operation and maintenance policies and procedures that are necessary to operate the Back River WWTP in compliance with its Discharge Permit, including available printed operating procedures, manufacturers guidelines, and standard reference texts (“Back River WWTP SOP”). These policies should address permit compliance, maintaining process controls and understanding process control systems, proper calibration and maintenance of monitoring equipment used for process control and permit monitoring requirements, and preventative and routine maintenance. The Back River WWTP SOP shall address:

- a. Emergency situations;
- b. Equipment record system;
- c. Inventory management;
- d. Hydraulic overloads;
- e. Laboratory contracts and deliverables;

- f. Permit requirements;
- g. Preventative maintenance;
- h. Process control;
- i. Pumping stations;
- j. Safety;
- k. Sludge handling and disposal;
- l. Treatment chemical supply; and
- m. Treatment process.

144. Within 180 days of the Effective Date, Baltimore City shall submit to the Plaintiffs a report that identifies what processes at the Back River WWTP are currently automated, and shall conduct a feasibility study for the automation of additional processes, with a plan and schedule for future automation.

145. Baltimore City shall have, maintain, and update a Computerized Maintenance Management System (“CMMS”) as a functional work order system to ensure that the plant and its equipment and components operate as designed.

146. Within one year of the Effective Date, Baltimore City shall complete a condition assessment and inventory of existing assets in order to develop an asset management program, and within 90 days of completion of the assessment and inventory Baltimore City shall complete development of and begin implementing the asset management program.

Patapsco WWTP

Repair or Replacement of Plant Components and Equipment

147. Baltimore City shall continue to provide the dryer facility with access to, and control of, GST thickened sludge pumps to automate sludge withdrawal from the GSTs until the existing stored sludge from the SBTs is removed and the SBTs are returned to normal operating mode.

148. Baltimore City shall have and maintain contracts for on-call hauling services to serve as a back-up to the dryer facility, to diversify solids management alternatives for the Plant and to reduce operational and permit compliance risks in the future.

149. By December 31, 2027, Baltimore City shall complete replacement or rehabilitation of the grit facility, which shall include provision for odor control and proper ventilation to ensure safety of personnel and compliance with the Permit. A request for proposals shall issue for the project on or before April 30, 2024. Prior to the replacement or rehabilitation of the grit facility, Baltimore City shall take any necessary steps to ensure the safety of the workers who enter the grit facility. This includes requiring all workers to comply with the existing standard operating procedures in place at the time of the Effective Date, including SOP numbers WWW-PAT-GRT-1000, WWW-PAT-GRT-1001, WWW-PAT-GRT-1005, WWW-PAT-GRT-1006, and WWW-PAT-GRT-1007 (“Grit Facility SOPs”). The Grit Facility SOPs require workers to utilize a “buddy system” when entering the grit facility, with each employee utilizing a calibrated portable gas detector. Before

entering the grit facility, the Grit Facility SOPs require workers to, among other things: (1) turn on their portable gas detector and wait until the detector has gone through its initial checks; (2) ensure that all three air handling units (MUAU-1 through MUAU-3) are on and working; (3) open the truck bay doors on the south side of the facility 2-3 feet; and (4) ensure that all three exhaust fans (EF-1 through EF-3), located on the north side of the facility in Fan Rooms 105-107, are on and working properly. The Grit Facility SOPs further mandate that workers must evacuate the grit facility if hydrogen sulfide gas level readings are 10 parts per million or higher. Any changes to the Grit Facility SOPs prior to the completion or rehabilitation of the grit facility must be sent to the Department before implementation.

150. By June 30, 2024, Baltimore City shall repair or refurbish Industrial Plant Influent Facility (“IPI”) screens and pumps, and replace or fully rehabilitate the IPI facility to operate as designed.

151. By June 30, 2024, Baltimore City shall repair all non-functional screens in the Fine Screen Facility, increase screen opening size for three screens, and install new conveyors, northern screen compactors, and curtains from the screen chutes to the belt that will minimize the screenings falling off the belt.

152. Until such time as the scum trough activators are repaired and upgraded, Baltimore City shall implement all staffing and operation changes necessary to prevent scum releases to downstream unit processes. By June 30, 2024, Baltimore City shall repair

and upgrade scum trough actuators associated with the PSTs to allow for automatic operation of the scum removal system, and upgrade mechanisms of clarifiers #1-3 to provide automatic operation.

153. Except as otherwise provided in Paragraph 152, within 30 days of the Effective Date, Baltimore City shall ensure that all six PSTs are fully functional and capable to operate as designed.

154. Within 10 days of the Effective Date, Baltimore City shall:

- a. repair all RAS/WAS pumps for secondary clarifier #6a to operate as designed;
- b. replace missing skimmer sections to increase scraper effectiveness; and
- c. remove BAF media from secondary clarifier influent and BAF mudwells.

155. By April 1, 2024, Baltimore City shall complete an evaluation of the need for secondary clarifier #3. Within 30 days of the clarifier evaluation, Baltimore City shall either: a) request approval to discontinue or alter the use of clarifier #3, signed and sealed by a Maryland professional engineer, to demonstrate that clarifier #3 is not necessary to treat effluent; or b) submit to the Plaintiffs for review and the Department's approval a plan and schedule for the implementation of improvements to clarifier #3 ("Clarifier #3 Improvement Plan"). Immediately upon approval Baltimore City shall implement the approved Clarifier #3 Improvement Plan in accordance with the approved schedule.

156. Within 30 days of the Effective Date, Baltimore City shall complete an

investigation of Biological Aerated Filter Facility (“BAF”) media state, with consideration of extra backwashing cycles to flush media, and to address BAF media loss.

157. Within 60 days of the Effective Date, Baltimore City shall submit to the Plaintiffs for review and the Department’s approval a plan and schedule to address BAF media loss and prohibit any discharge of media to waters of the State, and immediately upon approval shall implement the plan in accordance with the approved schedule.

158. By January 31, 2025, Baltimore City shall automate timed scum log operation of the chlorine contact tank to reduce operator workload requirements.

159. Until such time as timed scum log operation of the chlorine contact tank has been automated, Baltimore City shall ensure staff are present as needed during each shift to maintain manual skimming of FOGs or floating solids to ensure that no FOGs or floating solids are discharged from the facility, and in any event no less frequently than every eight hours. Baltimore City shall maintain and make available to the Department at its request a log to document compliance with this provision.

160. Within 120 days of the Effective Date, Baltimore City shall rehabilitate GST #4 and associated pumps.

161. Within 10 days of the Effective Date, or within 30 days of receipt of parts, whichever is sooner, Baltimore City shall ensure all GSTs are fully functional and operating as designed, except for the work described in Paragraph 160. Baltimore City shall notify Plaintiffs upon receipt of parts.

162. Within 30 days of the Effective Date, Baltimore City shall submit to the Plaintiffs for review and the Department's approval a PCB Minimization Plan, and immediately upon approval implement the plan in accordance with the approved schedule.

163. Within 30 days of the Effective Date, Baltimore City shall complete and submit to the Plaintiffs the results of an investigation into the flow meter and a root cause analysis of the discrepancy between the effluent and influent flow volume.

164. Within 10 days of the Effective Date, Baltimore City shall submit to the Plaintiffs for review and the Department's approval a revised FOG Mitigation Plan, and immediately upon approval shall implement the plan. The FOG Mitigation Plan shall provide for, at a minimum:

- a. A comprehensive control strategy for the mitigation of FOG discharges to the Patapsco River including a description of the facility's prioritized approach for the development of site-specific FOG control strategies;
- b. A detailed description of resources, staff, best management practices, and other operational and maintenance SOPs dedicated to FOG mitigation and source tracking, including identification of all potential FOG sources evaluated and FOG source tracking strategies used for source prioritization, and all data used to prioritize sources such as manhole interceptor monitoring and residential, commercial, and industrial district monitoring, which includes all industrial sites with the potential to discharge FOG;

- c. A list of the metrics or description of the methods that used for the development of FOG control strategies, which shall be used to measure and report future progress to determine the effectiveness of the FOG Mitigation Plan in achieving maximum practicable reduction of FOG at Outfall 001; and
- d. Submission of annual reports describing the measures taken to comply with the FOG Mitigation Plan, in accordance with Special Condition II(M).

Adequate Staffing and Preventative Maintenance

165. By December 31, 2023, Baltimore City shall submit to the Plaintiffs an initial report and evaluation of current staffing levels, number of vacancies, and the recommended staffing required to carry out operation, maintenance, and testing functions of the Patapsco WWTP (“Staffing Report”), and a plan and schedule for the Department’s review that provides that Baltimore City shall achieve recommended staffing levels (“Staffing Plan”). If the Department’s review determines that the Staffing Plan requires additions or modifications to ensure proper operation of the facility to maintain compliance with permit conditions, the Department will notify the City, and the City shall modify or revise the Staffing Plan as needed to address the Department’s concerns. The Staffing Plan shall include short-term and long-term strategies to recruit and retain recommended staffing levels, including increasing the number of safety managers, and may allow for the use of outside contractors to augment City staff. The Staffing Plan shall also address maintaining an operator training program; use of an outside training company is permitted but not

required. Baltimore City shall implement the Staffing Plan, and shall provide quarterly updates to the Department on then-current staffing levels.

166. By June 30, 2024, Baltimore City shall have, maintain, and make available to the Department at its request formal written operation and maintenance policies and procedures that are necessary to operate the Patapsco WWTP in compliance with its Discharge Permit, including available printed operating procedures, manufacturers guidelines, and standard reference texts (“Patapsco WWTP SOP”). These policies address permit compliance, maintaining process controls and understanding process control systems, proper calibration and maintenance of monitoring equipment used for process control and permit monitoring requirements, and preventative and routine maintenance.

The Patapsco WWTP SOP shall address:

- a. Emergency situations;
- b. Equipment record system;
- c. Inventory management;
- d. Hydraulic overloads;
- e. Laboratory contracts and deliverables;
- f. Permit requirements;
- g. Preventative maintenance;
- h. Process control;
- i. Pumping stations;

- j. Safety;
- k. Sludge handling and disposal;
- l. Treatment chemical supply; and
- m. Treatment process.

167. Within 180 days of the Effective Date, Baltimore City shall submit to the Plaintiffs a report that identifies what processes at the Patapsco WWTP are currently automated, and shall conduct a feasibility study for the automation of additional processes, with a plan and schedule for future automation.

168. Baltimore City shall have, maintain, and update a Computerized Maintenance Management System (“CMMS”) as a functional work order system to ensure that the plant and its equipment and components operate as designed.

169. Within one year of the Effective Date, Baltimore City shall complete a condition assessment and inventory of existing assets in order to develop an asset management program, and within 90 days of completion of the assessment and inventory Baltimore City shall complete development of and begin implementing the asset management program.

E. Transparency and Public Notification

170. Beginning within 14 days of the Effective Date, and on every subsequent February 15, May 15, August 15, and November 15 during the pendency of this Consent Decree, Baltimore City shall submit to the Plaintiffs and post on its website quarterly

progress reports detailing for the preceding calendar quarter, at a minimum, the implementation of any corrective actions and work performed under the Consent Decree, progress tracking on projects, required completion dates and actual completion dates, financial expenditures on each project, and all stipulated penalties that have accrued during that quarter. If deadlines have not been met, an explanation as to why they have not been met must be provided. These reports should be in a consistent format such that each report builds on the earlier ones so milestones and cumulative progress can be easily seen and understood by the public and must include at a minimum, an accounting of any maintenance inadequacies that affected plant functioning, as identified by engineers, identification of current staffing levels compared to current needs, and steps taken to fill vacancies, including the use of contractors in lieu of permanent staff.

171. Baltimore City shall hold, at a minimum, one virtual and one in-person public meeting per year for each facility until completion of the Consent Decree. The virtual and in-person meetings can occur simultaneously. Meetings shall address the progress of complying with this Consent Decree, ongoing work being done by Baltimore City on the facility, as well as the current status of the facility in relation to completion of the work to be performed under this Consent Decree. The meetings shall provide for an opportunity for public comment following the meeting. Baltimore City shall advertise the meeting to both Baltimore City and Baltimore County residents, provide adequate advance notice, and maintain an interested parties list.

172. For Back River WWTP, within 30 days of the Effective Date, Baltimore City shall install a sign at the pier adjacent to outfall 001 that notifies the public of the presence of the submerged wastewater treatment effluent pipe. For Patapsco WWTP, within 90 days of the Effective Date, Baltimore City shall apply for and diligently pursue all permits, licenses, or other authorizations necessary for the installation of a sign at the location of the submerged outfall pipe that notifies the public of the presence of the submerged wastewater treatment effluent pipe, and within 90 days of receiving such permits, licenses, or other authorizations Baltimore City shall install the sign. Baltimore City shall provide Plaintiffs copies of its applications for all such permits, licenses, or other authorizations, and shall notify Plaintiffs when all such permits, licenses, or other authorizations are obtained.

173. For both facilities, simultaneously with the installation of the signs required under Paragraph 172, Baltimore City shall install a red light next to, or on top of each sign that indicates when the plant experiences any by-pass as defined by the Discharge Permits. During a by-pass the red light shall be illuminated for the duration of such by-pass and for 24 hours thereafter. In addition to noting the presence of the outfall, the sign required under Paragraph 172 shall contain the following clearly legible language: “The red light on this sign is illuminated during a wastewater treatment by-pass event and for 24 hours thereafter.”

F. Third-Party Engineering Assessment

174. Baltimore City shall consult with the Plaintiffs and retain or engage a qualified, independent third-party engineer, to conduct an update to the comprehensive assessment of the Back River and Patapsco WWTPs prepared by Greeley and Hansen (“G&H”) in June 2022, and to submit a report, signed and sealed by the licensed professional engineer, summarizing the findings simultaneously and directly to all Parties within 90 days of the Effective Date. The updated assessment shall describe the status of the recommendations made in the June 2022 G&H reports regarding the facilities’ operations, maintenance, management, staffing, capital improvement needs, and technical status. The report should also include any recommendations for additional actions, including additional or improved automation of processes, that in the opinion of the independent, third-party engineer are needed to maintain permit compliance. Thereafter, the engineer shall provide a quarterly written update on all of the above simultaneously to all Parties. In the event that any draft report or updates are generated and submitted to any Party, such report or updates shall be clearly marked as drafts and submitted simultaneously to all Parties. The report and the updates are intended to allow for real-time determination of the Parties as to whether reprioritization of work or deadline extension for the corrective actions are warranted and to ensure compliance with the terms of this Consent Decree and the Permits. The reports do not, on their own, modify any plan or schedule established pursuant to this Consent Decree. Baltimore City shall require the

independent, third-party engineer to be available to speak with the Parties to discuss its reports upon Plaintiffs' request. This clause shall remain in effect until either this Consent Decree is terminated or a new Permit has been issued requiring third-party engineering assessments evaluating the same parameters with at least the same frequency as described in this paragraph.

G. Final Confirmation Report

175. Within 90 days of completion of the activities, excluding routine maintenance, identified in Section III.D (Work To Be Performed), Baltimore City shall submit a Final Confirmation Report to Plaintiffs.

176. The Final Confirmation Report is subject to review and approval pursuant to Section III.A (Review and Approval Process). The Final Confirmation Report is not intended to impose requirements beyond those outlined in Section III.D.

177. After consultation with Blue Water Baltimore and review of the Final Confirmation Report, the Department shall provide a written Completion of Work Acknowledgment to Baltimore City if the Department agrees, in consultation and coordination with Blue Water Baltimore, with Baltimore City's determination that the work is complete. The Department shall provide the Completion of Work Acknowledgement together with its approval of Baltimore City's Final Confirmation Report.

H. Modification of Work To Be Performed

178. Any request to modify an approved submittal under Section III (Work To Be Performed) shall be made in writing at least 10 days prior to expiration of the required deadline.

179. Except as provided below, any request to modify an approved Submittal shall be made to both the Department and Blue Water Baltimore and shall be subject to the review and approval process in Section III.A (Review and Approval Process).

180. Any request to modify work shall not excuse, toll, or suspend any compliance obligation or deadline required pursuant to this Consent Decree and/or as set forth in any approved Submittals during the pendency of the Department's consideration of the request, nor shall it stay the accrual of stipulated penalties unless agreed to by the Parties. MDE shall use best efforts to respond to a request to modify in writing within 60 days from receipt of a complete request. A failure by MDE to respond in writing to a request to modify within 60 days shall not constitute approval of any such request.

I. Additional Necessary Approvals

181. Nothing in this Consent Decree relieves Baltimore City of any obligation to obtain any local, State, or federal approvals or permits that may be required to accomplish the work in this Section III (Work to be Performed).

IV. ACCESS TO THE WWTPs

182. The Department and any authorized representatives of the Department, including contractors, are authorized to enter the WWTPs property at all reasonable times upon presentation of credentials and other documents as may be required by law, for the purposes of, *inter alia*, interviewing Baltimore City's personnel and contractors performing work under this Consent Decree, inspecting non-privileged records related to the work performed hereunder, reviewing the progress of Baltimore City in carrying out the terms of the Consent Decree, conducting such tests, sampling, or monitoring as the Department deems necessary, using a camera, sound recording, or other documentary-type equipment, and verifying reports and data submitted to the Department. Baltimore City shall permit the Department or the authorized representatives of the Department to inspect and copy non-privileged records, files, photographs, documents, and other writings, including sampling and monitoring data, that pertain to the work undertaken pursuant to this Consent Decree. Nothing herein shall be interpreted as limiting the inspection authority of the Department under Maryland law. The Department agrees that it and its authorized representatives will comply with all applicable laws, regulations, ordinances, or procedures related to access to the WWTPs, including, but not limited to, all security laws, regulations,

or procedures, and any site-related health and safety protocols and procedures established by Baltimore City.

183. At the request of the Department, Baltimore City shall allow the Department, or an authorized representative of the Department, to take split or duplicative samples of any sample collected by Baltimore City pursuant to this Decree. Similarly, at the request of Baltimore City, the Department shall allow Baltimore City to take split or duplicative samples of any sample collected by the Department or its authorized representatives. The Department shall notify Baltimore City at least five business days before conducting any sampling pursuant to this Consent Decree unless an emergency makes advance notice impracticable.

184. Nothing herein shall be interpreted as limiting the sampling authority of the Department under any federal or State law or regulation or permit.

V. NO ADMISSION BY BALTIMORE CITY

185. Without making any admission of law or fact and without admitting any violation of any law or regulation, Baltimore City denies that it has willfully or negligently violated any provision of water pollution control laws. Baltimore City further alleges that at all times it has acted in good faith to comply with water pollution control laws and that any failures to comply were due to extenuating circumstances.

VI. STIPULATED PENALTIES

186. Beginning on the Effective Date and continuing until the Department provides Baltimore City a written Completion of Work Acknowledgement, upon 30 days

of written demand by the Department, Baltimore City shall pay stipulated penalties in accordance with the criteria set forth in this Section.

187. Baltimore City shall calculate all stipulated penalties that have accrued under this Consent Decree and include in the quarterly progress reports required by Section III.E. all stipulated penalties that have accrued during the applicable reporting quarter and the basis for the calculation of such penalties. Baltimore City shall include in the report, at a minimum, the paragraph of this Consent Decree that has been violated, the date and duration of such violation, and an explanation of the nature and facts establishing such violation. If Baltimore City claims that any noncompliance giving rise to stipulated penalties is due to an event of *force majeure* as forth in this Consent Decree, or requests the Department reduce or waive any stipulated penalties, the quarterly progress report must contain an explanation of the basis for such claim or request. Failure to claim *force majeure* or request a reduction or waiver in the applicable quarterly report may be the basis for a denial of such claim or request. The Department is not bound by Baltimore City's calculation of stipulated penalties; rather, it may make an independent determination of the amount of stipulated penalties that have accrued in accordance with this Section.

188. If Baltimore City fails to meet any deadline or schedule under this Consent Decree, including those set forth in plans incorporated herein, Baltimore City shall pay \$1,000 per day of non-compliance for the first one to 30 days of noncompliance, \$2,500

per day of non-compliance between 31 and 60 days, and \$6,000 per day of non-compliance thereafter until the requirement is met.

189. If the Back River WWTP or Patapsco WWTP have any effluent sample values that exceed any Effluent Limitation then in effect, Baltimore City shall pay the amounts below for each Effluent Limitation that is exceeded:

Daily: \$100

Weekly: \$250

Monthly: \$500

Quarterly: \$750

If the Back River WWTP or Patapsco WWTP exceed any of the TN, TP, or TSS Tributary strategy-based or, if applicable, concentration-based annual maximum loading limits, Baltimore City shall pay \$500 per day for each TN, TP, or TSS annual maximum loading limit exceedance, beginning on the first day the Back River WWTP or Patapsco WWTP exceeds the limit(s) and continuing each day through the end of that calendar year. If the Patapsco WWTP or Back River WWTP at Outfall 002 exceeds any of the TN or TP seasonal (May through October) maximum loading limits, Baltimore City shall pay \$500 per day for each TN or TP seasonal load limit exceedance, beginning on the first day the Patapsco WWTP or Back River WWTP at Outfall 002 exceeds the limit(s) and continuing each day through October 31st of that year.

190. If Baltimore City fails to conduct any monitoring, testing, or DMR reporting, including failures to monitor or test in accordance with applicable procedures or failures to

submit attachments to DMRs, required by any Discharge Permit then in effect at Back River WWTP or Patapsco WWTP, Baltimore City shall pay \$250 per day of non-compliance for each instance of noncompliance for the first one to seven days of noncompliance, \$500 per day of noncompliance between eight and 120 days, and \$1,000 per day of noncompliance thereafter until the monitoring, testing, or DMR reporting requirement is met; provided, however, that for any monitoring or testing requirement applicable to a specific period of time, Baltimore City shall not be required to pay for days of non-compliance beyond the applicable period of time for such monitoring or testing requirement.

191. If Baltimore City fails to report to the Department Permit noncompliance in accordance with III.B.1., including but not limited to any effluent violations, unauthorized discharges, or laboratory sampling errors that result in invalid test results, Baltimore City shall pay \$250 for each failure to report.

192. If the Back River WWTP or Patapsco WWTP have any discharges that are not authorized by a Discharge Permit then in effect, Baltimore City shall pay \$10,000 per incident per day per violation.

193. Failure to meet more than one date or submission requirement shall subject Baltimore City to cumulative penalties for each day that each separate requirement is not met by its due date.

194. Payment of stipulated penalties shall be made by check payable to the Maryland Department of the Environment and mailed to the following address: Maryland Department of the Environment, P.O. Box 2057, Baltimore, Maryland 21230-2057. The following must be noted on the check: *State of Maryland, Department of the Environment v. Mayor & City Council of Baltimore, Maryland*, PCA:13710, OBJ: 7545, SFX: 408, GL: 0544, MDE Case No. CJ-24-2951.

195. All stipulated penalties begin to accrue on the date that complete performance was due, or a violation occurs and shall continue to accrue through the final day of noncompliance. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Consent Decree.

196. Stipulated penalties shall continue to accrue as provided in this Section during Dispute Resolution pursuant to Section XXI (Dispute Resolution) but need not be paid until 30 days after final resolution of the dispute, including resolution of any judicial appeal.

197. Except as otherwise expressly set forth in this Consent Decree, none of the stipulated penalties in this Consent Decree shall be construed as an election of remedy or other limitation on the Department's discretion to seek in lieu of stipulated penalties any other remedy or sanction available to it for violations of this Consent Decree or any other violation of State law or regulation not expressly made the subject of this Consent

Decree. The Department's failure to demand any stipulated penalty under this Consent Decree does not constitute a waiver of the Department's right to make such a demand.

198. Except as otherwise expressly set forth in this Consent Decree, payment of any stipulated penalty shall not relieve Baltimore City from the obligations imposed by this Consent Decree, or any permit that may be issued or any other statute or regulation, nor shall such payment limit the right of the Department or Blue Water Baltimore to seek enforcement, including all judicially available remedies, of the terms of this Consent Decree or any other statute or regulation.

199. The Department may, in its discretion, reduce or waive any stipulated penalty if it determines that noncompliance is due to an event of *force majeure* as set forth in this Consent Decree, or for any other reason deemed appropriate by the Department.

200. Failure to pay any stipulated penalty as required by this Consent Decree may result in this case being referred to the State of Maryland's Central Collection Unit ("Central Collection Unit") as a debt owed to the State. The Central Collection Unit is authorized to collect outstanding debts resulting from unpaid penalties. The Central Collection Unit will add a collection fee of 17%, plus interest, to the amount owed by Baltimore City. In addition, § 3-304(c) of the State Finance and Procurement Article authorizes the Central Collection Unit to report the debt to consumer reporting agencies.

VII. CIVIL PENALTIES

201. A judgment is entered in favor of the Maryland Department of the Environment, against Baltimore City, in the total amount of \$4,750,000 (“Total Penalty”), of which \$3,750,000 shall be attributable to the violations occurring at the Back River WWTP, and \$1,000,000 shall be attributable to the violations occurring at the Patapsco WWTP. The judgment shall be paid in accordance with the following provisions of this Section VII (Civil Penalties).

202. By July 31, 2025, Baltimore City shall pay to the Department 30 percent of the Total Penalty (\$1,425,000) (“Initial Penalty”). Payment shall be made in three equal installments of \$475,000, due on November 30, 2023, July 31, 2024, and July 31, 2025, with checks made payable to the “Maryland Department of the Environment,” and mailed to: Maryland Department of the Environment, P. O. Box 2057, Baltimore, Maryland 21230-2057. The checks and any accompanying correspondence must reference *State of Maryland, Department of the Environment v. Mayor & City Council of Baltimore, Maryland*, PCA: 13710, OBJ: 7545, SFX: 408, GL: 0544, MDE Case No. CJ-24-2951. Invoices for payment of the penalty will be mailed to Baltimore City; however, the lack of receipt of an invoice has no effect on Baltimore City’s obligation to make timely payments under the Consent Decree. A copy of the check shall also be mailed to: Jonathan E.C. May, Assistant Attorney General, Maryland Department of the Environment, 1800 Washington Boulevard, Suite 6048, Baltimore, Maryland 21230. In addition, 30 percent

of the Total Penalty (\$1,425,000) (“Penalty Held in Abeyance”) shall be held in abeyance for a period of two years from the Effective Date, and shall only become due and owing if Baltimore City has failed to timely complete any corrective actions required to be completed as of that date in accordance with the applicable deadlines, including any extensions approved by the Department, set forth in Section III.D of this Consent Decree. If the Penalty Held in Abeyance becomes due, Baltimore City shall pay the penalty within 30 days thereafter in accordance with the instructions of this paragraph.

203. Baltimore City shall satisfy its obligation to pay the remaining 40 percent of the Total Penalty dollars (\$1,900,000) (“SEP Payment”) through the completion of the Patapsco and Back River Watershed Water Quality Improvement and Restoration Supplemental Environment Project (“Patapsco and Back River SEP”) pursuant to the instructions set forth in Paragraph 204.

204. Baltimore City shall complete the Patapsco and Back River SEP, which the Plaintiffs believe will secure significant environmental and public health benefits, in accordance with the following:

- a. The Patapsco and Back River SEP shall consist of: (i) a directed contribution in three equal installments on November 30, 2023, July 31, 2024, and July 31, 2025, totaling the amount of the SEP Payment by Baltimore City to the Chesapeake Bay Trust (“CBT”), which is a nonprofit entity established by the Maryland General Assembly in 1985 to promote public awareness and

participation in the restoration and protection of the water quality, aquatic and land resources of the Chesapeake Bay, and other aquatic and land resources of the State, and is authorized to contract with other units of State Government, including the Department; and (ii) follow-up reporting.

- b. Baltimore City's contribution to CBT shall be for the purpose of funding water quality improvement and restoration projects in the Patapsco and Back River watersheds that have a reasonable nexus to water quality impacts associated with violations of the Back River and Patapsco WWTP Discharge Permits that are the subject of this Consent Decree.
- c. Baltimore City and the Department shall enter into a separate agreement with CBT, in substantially the same form as Exhibit 20, consistent with this Section VII, which shall: (i) document Baltimore City's contribution, which shall be held by CBT in a dedicated fund; (ii) provide that CBT will award competitive grants from the dedicated fund, subject to the approval of the Department and after providing for public participation, to non-profit organizations, community associations, academic institutions, individual homeowners, and state and local governments for the completion of projects in order to carry out the purpose of the Patapsco and Back River SEP; (iii) provide that the Trust shall ensure that funds are awarded for projects in both the Patapsco and Back River watersheds, and shall endeavor to allocate at

least \$300,000 in awards for projects in the Patapsco River watershed, and \$600,000 in awards for projects in the Back River watershed; (iv) provide for a reporting requirement by which CBT shall submit timely reports to the Department and the City on its expenditure of Baltimore City's contribution and any balance remaining in the dedicated fund; and (v) provide that, if any amount of the SEP Payment remains unawarded by CBT on the seventh anniversary of the Effective Date, that amount shall revert to the Department as a civil penalty in accordance with this Consent Decree. The termination of the Consent Decree is not contingent on CBT's award of funds.

205. Baltimore City shall not deduct any payments, or SEP costs, made under this Consent Decree pursuant to this Section or Section VI (Stipulated Penalties) in calculating federal tax, as they are penalties within the meaning of § 162(f) of the Internal Revenue Code, 26 U.S.C. § 162(f), and are not tax-deductible expenditures for purposes of federal law. In addition, Baltimore City shall not deduct any payments, or SEP costs, made under this Consent Decree pursuant to this Section or Section VI (Stipulated Penalties) in calculating its State or local income tax. In addition, any statement, publication, or other material published or distributed by Baltimore City or on Baltimore City's behalf referencing the SEP shall include a statement that "this project was required as the result of an enforcement action by the State of Maryland."

206. Failure to pay any civil penalty as required by this Consent Decree may result in this case being referred to the Central Collection Unit as a debt owed to the State. The Central Collection Unit is authorized to collect outstanding debts resulting from unpaid penalties. The Central Collection Unit will add a collection fee of 17%, plus interest, to the amount owed by Baltimore City. In addition, § 3-304(c) of the State Finance and Procurement Article authorizes the Central Collection Unit to report the debt to consumer reporting agencies.

VIII. BLUE WATER BALTIMORE'S FEES AND COSTS

207. Baltimore City will reimburse Blue Water Baltimore \$400,000 for its reasonable attorneys' fees, costs, and expert fees and expenses regarding the respective claims alleged. Within 30 days of the Effective Date, Blue Water Baltimore agrees to send to Baltimore City an invoice or invoices. Baltimore City shall pay the amount in the invoice(s) within 30 days of receipt of the invoice(s).

IX. PERSONS BOUND BY ORDER

208. This Consent Decree applies to, is binding upon, and inures to the benefit of the Plaintiffs (and their successors, assigns, and designees) and Baltimore City (and its successors, assigns, and designees). This Consent Decree shall be applicable and binding upon any person, entity, agency, local government, or other authority that operates the WWTPs, or any subsequent purchaser(s) of the WWTPs. Any change in the ownership of the WWTPs or the corporate status of Baltimore City, including, but not limited to, any

transfer of Baltimore City's assets or real or personal property, shall not alter Baltimore City's responsibilities under this Consent Decree. Baltimore City shall condition all contracts or agreements in connection with the transfer of the WWTPs on compliance with the terms of this Consent Decree. Baltimore City is obligated to ensure necessary instruction to the employees regarding the employees' scope of work involving compliance with this Consent Decree and laws and regulations applicable to the WWTPs.

209. Baltimore City shall provide at least 20 days in advance written notice to the Department and Blue Water Baltimore prior to the transfer or change in ownership of the WWTPs. Baltimore City shall provide a written agreement, indicating the specific date of the proposed transfer, which acknowledges the responsibilities of the current owner and new owner for compliance with the terms and conditions of this Consent Decree.

210. Baltimore City shall provide at least 15 days in advance written notice to the Department and Blue Water Baltimore prior to the filing of any petition or the commencement of any proceeding arising under the Bankruptcy Code, 11 U.S.C. §§ 1101 through 1195.

X. RELEASE

211. Upon the full completion of all the obligations set forth in this Consent Decree, the Department and Blue Water Baltimore agree to release Baltimore City and the City's respective officers, elected or appointed officials, employees, agents, and representatives from any civil liability for the violations described herein. Upon entry by

the Court of this Consent Decree, the Department and Blue Water Baltimore agree to refrain from pursuing or continuing any civil enforcement action against Baltimore City or its respective officers, elected or appointed officials, employees, agents, and representatives for violations described in this Consent Decree or alleged in any of the complaints filed by Plaintiffs in this action or in the Federal Action, including any amendments, or arising out of the facts or circumstances recited in this Consent Decree or alleged in any related complaint, including any amendments. Blue Water Baltimore will dismiss with prejudice the Federal Action within 30 days of entry of this Consent Decree. The Department and Blue Water Baltimore reserve, and this Consent Decree is without prejudice to, all rights against Baltimore City with respect to the following matters: (a) civil and administrative enforcement actions for violations that occur after the Effective Date of this Consent Decree; (b) civil and administrative enforcement actions for violations existing at the time of the Consent Decree that are not described herein, including violations that may be discovered during work performed pursuant to this Consent Decree, which includes, for the avoidance of doubt, any violations that are discovered as a result of the flow investigation and analysis required by Paragraph 164 of this Consent Decree; (c) criminal enforcement actions; (d) violations of any other Federal and State laws or regulations that are not addressed in this Consent Decree; or (e) any violation of the terms of this Consent Decree.

212. It is expressly understood that this Consent Decree pertains to the civil violations described herein, and that the Plaintiffs have made no promises or representations other than those contained in this Consent Decree and that no other promises or representations will be made unless in writing. The Department has made no promises or representations with regard to any criminal liability for the above-referenced violations and has no authority over any criminal actions.

213. Except as provided in the Dispute Resolution provisions of this Consent Decree, no action or decision by the Department pursuant to this Consent Decree shall constitute final agency action giving rise to any right by Baltimore City to seek judicial review prior to the Department's or Blue Water Baltimore's initiation of a judicial action to enforce this Consent Decree, including an action for penalties or an action to compel Baltimore City's compliance with the terms and conditions of this Consent Decree.

214. Nothing in this Consent Decree shall limit the authority of the Department to issue any orders or to take any action it deems necessary to protect public health, safety, or the environment.

215. All factual information provided by Baltimore City to the Department that forms the basis of this Consent Decree is to the best of its knowledge. To the extent that any of the factual information that is material to this Consent Decree provided by Baltimore City is not true and accurate, the Department and Blue Water Baltimore reserve the right

to declare this Consent Decree null and void and to seek any available legal, equitable, administrative, and/or judicial remedies.

XI. THIRD PARTIES

216. Except as provided in Section XI, Release, the Parties intend that nothing in this Consent Decree shall be construed as a release or covenant not to sue any third party not a signatory to this Consent Decree or to affect any right, claim, cause of action or defense of any party hereto with respect to third parties. The Parties specifically reserve any and all rights, defenses, claims, demands, and causes of action, which the Parties may have against any third parties relating in any way to the subject matter of this Consent Decree.

217. Except as provided by law, this Consent Decree does not and is not intended to create any rights, claims, or benefits for any third party or limit any existing rights, claims, or benefits for any third party. No third party shall have any legally enforceable rights, claims, or benefits under this Consent Decree. No act of performance by the Parties, nor forbearance to enforce any term of this Consent Decree by the Department or Blue Water Baltimore, shall be construed as creating any rights, claims, or benefits for any third party.

218. Neither the terms nor the conditions of this Consent Decree, nor any act of performance by the Parties, shall collaterally estop the Department in any other proceeding with any third party not a signatory to this Consent Decree.

XII. EFFECTIVE DATE

219. The Department and Blue Water Baltimore shall execute this Consent Decree first, followed by the Director of the Baltimore City Department of Public Works. The Consent Decree will then be submitted to the Baltimore City Board of Estimates for review and approval. This Consent Decree shall become effective as a contract upon approval by the Board of Estimates (“the Effective Date”). This Consent Decree shall become effective as a Court Order upon entry by the Circuit Court Judge.

XIII. NOTIFICATION

220. Unless otherwise specified, all work plans, reports, correspondence, approvals, notices, or other submissions required by or relating to this Consent Decree shall be submitted via e-mail or, upon written request, by one of the following methods: (a) hand delivery; (b) first class mail; or (c) overnight mail by private courier. Any party may change the method, person, or address applicable to it by providing notice of the change to all Parties. Notice shall be sent to the following:

The Department

Program Manager, WSA Compliance Program

Blue Water Baltimore

Baltimore Harbor Waterkeeper, Blue Water Baltimore

Senior Attorney, Chesapeake Legal Alliance

Baltimore City

Director, Department of Public Works

General Counsel, Department of Public Works

XIV. GENERAL PROVISIONS

221. Each undersigned representative of the Plaintiffs certifies that he or she is fully authorized by the party to enter into and execute the terms and conditions of this Consent Decree and to legally bind such party to this Consent Decree on their behalf. Baltimore City is legally bound upon approval by the Board of Estimates.

222. Baltimore City agrees to undertake and complete all actions required by the terms and conditions of this Consent Decree. In any action by the Department or Blue Water Baltimore to enforce the terms of this Consent Decree, Baltimore City consents to and agrees not to contest the authority or jurisdiction of the Department or Blue Water Baltimore to enforce this Consent Decree and agrees not to contest the validity of this Consent Decree or its terms or conditions. Baltimore City agrees this Consent Decree is a contract and upon entry by the Court, a final order enforceable in a judicial forum. However, nothing in this paragraph prevents Baltimore City from proposing a modification to this Consent Decree.

223. This Consent Decree is not intended to be, nor shall it be construed to be a permit. Baltimore City acknowledges and agrees that the Department's approval of the work and/or work plan does not constitute a warranty or representation that the work and/or

work plan will achieve the required cleanup or performance standards. Compliance by Baltimore City with the terms of this Consent Decree shall not relieve Baltimore City of its obligation to comply with any other applicable local, State, or federal laws and regulations.

224. In the event that Baltimore City fails to comply with any provision of this Consent Decree, including but not limited to failure to complete the work or pay the civil penalty or any stipulated penalties due hereunder, the Department and Blue Water Baltimore shall have the right to seek any and all legal and equitable remedies available to it for any such failure, and all other provisions of this Consent Decree shall remain in full force and effect.

225. The Parties represent that prior to signing this Consent Decree, each has read it, understood its terms and conditions, and consulted with counsel, and that each party has voluntarily signed it.

226. This Consent Decree may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

227. This Consent Decree shall be construed without regard to any presumption or other rule requiring construction against the party causing the Consent Decree to be drafted.

228. This Consent Decree is governed by, and interpreted according to, the laws of the State of Maryland without regard to conflict of laws principles.

XV. SUBSEQUENT MODIFICATION

229. The terms of this Consent Decree are contractual and not mere recitals. This Consent Decree contains the entire agreement of the Parties and shall not be modified by any prior oral or written agreement, representation, or understanding. This Consent Decree may only be modified by the mutual written agreement of all the Parties, and approval of the Court. Upon approval by the Court, this Consent Decree is not only contractual but constitutes a court order. Any minor modifications, as determined by the Department, must be made through written agreement of the Parties. Any major modifications must be approved by the Court in writing.

XVI. SEVERABILITY

230. If any provision or authority of this Consent Decree or the application of this Consent Decree to any party or circumstance is held by any judicial authority to be invalid, the application of such provision or authority to other parties or circumstances and the remainder of this Consent Decree shall not be affected thereby and shall remain in full force.

XVII. TERMINATION

231. Except for the Release contained in Section XI (Release), this Consent Decree shall terminate and be of no further force and effect upon the occurrence of all of

the following events: (a) Baltimore City's payment of the full civil penalty as set forth in Section VII (Civil Penalties); (b) Baltimore City's payment of all stipulated penalties that may be demanded by the Department under this Consent Decree; (c) the Department's approval of the Final Confirmation Report, pursuant to Section III.G (Final Confirmation Report) of this Consent Decree, and issuance of a Completion of Work Acknowledgement, which constitutes the Department's determination that Baltimore City has completed all work obligations set forth in and contemplated by the scope of this Consent Decree; and (d) the payment of agreed upon attorneys' fees as set forth in this Decree. Notwithstanding the foregoing in this Paragraph, the Parties may terminate this Consent Decree at any time by mutual written agreement and the approval of the Court.

XVIII. RECORD RETENTION

232. Baltimore City will retain all documents, including paper and electronic files, relating to this matter for at least three years after termination of this Consent Decree.

XIX. FORCE MAJEURE

233. Baltimore City shall perform the requirements of this Consent Decree in the manner and within the time limits set forth herein, unless the performance is delayed by events or circumstances arising from causes not reasonably foreseeable or beyond the reasonable control of Baltimore City, which cannot be avoided or overcome by due diligence, and which delays or prevents performance in the manner or by a date required by this Consent Decree.

234. Circumstances beyond the reasonable control of Baltimore City include earthquake, flood, hurricane, severe weather or other act of God, war, riot, injunction, fire, pandemic, and compliance with any law, rule, or Decree of any governmental body either existing now or hereafter created that conflicts with the requirements or obligations of this Consent Decree. Such circumstances do not include increased costs of performance, changed economic circumstances, normal inclement weather, or failure to obtain federal, State, or local permits unless Baltimore City has made timely and complete application for such permits.

235. The mere existence of a novel coronavirus and COVID-19 in the state in which the work contemplated by this Consent Decree and plans submitted hereunder does not excuse performance. Baltimore City must take all reasonable steps to mitigate any delay that may occur as a result of the novel coronavirus or COVID-19. Delays attributable to the novel coronavirus or COVID-19 may only constitute a *force majeure* where Baltimore City could not reasonably have taken the known circumstances associated with COVID-19 into account when developing plans and implementation schedules.

236. Within 30 business days after becoming aware that an event Baltimore City believes constitutes an unforeseeable event or circumstance beyond their reasonable control may prevent or delay performance of an obligation under this Consent Decree, Baltimore City shall notify the Department and Blue Water Baltimore of such event. Baltimore City's notification shall describe in detail the precise cause or causes of the

delay, the anticipated length of the delay, the measures taken and to be taken by Baltimore City to prevent or minimize the delay, and a timetable by which those measures will be implemented. Baltimore City shall adopt all reasonable measures to avoid or minimize any such delay. Baltimore City shall include in the notification a request to extend the deadline associated with any obligation under this Consent Decree whose performance may be prevented or delayed by unforeseeable events or circumstances beyond Baltimore City's reasonable control.

237. Failure by Baltimore City to comply with the notice requirements set forth in the preceding Paragraph constitutes a waiver of Baltimore City's right to request an extension of the applicable deadline associated with an obligation to be performed under this Consent Decree.

238. If the Department determines, with input from Blue Water Baltimore, that the event or anticipated event which has caused or will cause the delay constitutes an unforeseeable event or circumstance beyond the control of Baltimore City, the time for performance hereunder shall be extended for an appropriate period of time as determined by the Department, with input from Blue Water Baltimore, but not less than a period of time substantially equal to the length of the necessary delay, and any stipulated penalty shall not accrue. The Department shall inform Baltimore City in writing of its approval or denial and provide Blue Water Baltimore a copy of such notification.

239. In the event the Department, with input from Blue Water Baltimore, and Baltimore City cannot agree that a delay or failure has been or will be caused by a *force majeure* or Excusable Delay event or if there is no agreement on the length of the extension, the dispute shall be resolved in accordance with Section XX (Dispute Resolution).

XX. DISPUTE RESOLUTION

240. The dispute resolution procedures of this Section shall be the exclusive mechanism for the Parties to raise and resolve disputes arising under or with respect to this Consent Decree. Nothing herein shall be construed to prohibit the Department or Blue Water Baltimore from exercising any other remedy available at law or in equity to enforce the terms of this Consent Decree, including seeking enforcement of the provisions of this Consent Decree by the Court.

241. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the Department, Blue Water Baltimore, and Baltimore City in an attempt to resolve the dispute in a good faith and expeditious manner. A dispute shall be considered to have arisen when one party sends all other parties a written Notice of Dispute. Electronic mail is the preferred delivery method for a Notice of Dispute to the Parties.

242. The Parties shall have 30 days following receipt of a Notice of Dispute to reach agreement, unless this period is extended by written agreement of the Parties. The Parties shall have the right to jointly meet and confer at least once during this 30-day period

(or extended period as agreed by the Parties). If the Parties cannot reach agreement on the disputed issue, the Department shall serve on the other Parties a written statement setting forth its proposed resolution of the dispute within 15 days after expiration of the initial 30-day period (or extended period as agreed by the Parties). The dispute shall be resolved in accordance with the Department's proposed resolution unless, within 60 days after receipt of such proposed resolution, the disputing party files a petition for resolution of the dispute with the Court. Any such petition shall describe the nature of the dispute and the disputing party's proposal for resolution of the dispute. The Department and the non-disputing party shall have 30 days after service of such petition to file a response to the petition.

243. The Court shall have exclusive and continuing jurisdiction to issue any Decree or resolve any dispute arising between or among the Parties with respect to matters within the scope of this Consent Decree. With respect to the resolution of any dispute pursuant to a petition to the Court, the Court shall resolve the dispute in accordance with applicable law.

244. The existence of any dispute initiated under the process provided by this section shall not excuse, toll, or suspend any compliance obligation or deadline required, or stipulated penalty accruing, pursuant to this Consent Decree during the pendency of the dispute resolution process.

XXI. RESERVATION OF RIGHTS

245. The signing of this Consent Decree and each Party's consent shall not limit or otherwise preclude the Department from taking additional action pursuant to the powers granted to it under State and federal law to address violations of laws or regulations not otherwise addressed by this Consent Decree, or to reduce or eliminate risks to public health or the environment that were not known to the Department at the time of approval of this Consent Decree or at the time of approval of work to be performed hereunder.

246. The signing of this Consent Decree and each Party's consent shall not limit or otherwise preclude Blue Water Baltimore from taking action pursuant to State and Federal law to address violations of laws or regulations not otherwise specifically addressed by this Consent Decree, or to reduce or eliminate risks to public health or the environment that were not known to Blue Water Baltimore at the time of approval of this Consent Decree or at the time of approval of work to be performed hereunder.

XXII. U.S. INTERNAL REVENUE SERVICE REPORTING REQUIREMENTS

247. The Parties to this Consent Decree recognize and acknowledge that the Department is required to report certain fines, penalties, and other amounts regarding this Consent Decree to the United States Internal Revenue Service pursuant to 26 U.S.C. § 6050X. The Parties agree to cooperate with the Department in meeting its reporting obligations regarding this Consent Decree, to promptly provide information requested by the Department, and to complete the Information Form attached hereto as Attachment A.

The Parties acknowledge that this Consent Decree is not fully executed until a completed Attachment A is attached.

248. Penalty payments under this Consent Decree pursuant to Section VI (Stipulated Penalties) or Section VIII (Civil Penalties are penalties within the meaning of Section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), and 26 C.F.R. § 1.162-21(a)(3)(i), and Baltimore City shall not deduct any penalties paid under this Consent Decree pursuant to Section VI (Stipulated Penalties) or Section VII (Civil Penalties) in calculating its federal income tax.

249. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 162-21(b)(2)(iii)(A), performance of Section III (Work to be Performed) and Section VIII (Attorneys' Fees) is restitution, remediation, or required to come into compliance with the law.

IT IS SO DECREED AND ORDERED this _____ day of _____, 2023:


Judge, Circuit Court for Baltimore City

(Parties' Signatures on Following Pages)

Signature Page for Consent Decree in *State of Maryland, Department of the Environment v. Mayor & City Council of Baltimore, Maryland*

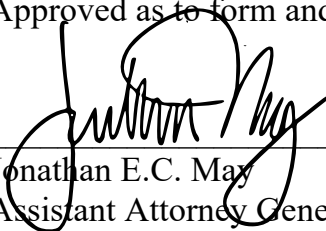
FOR THE MARYLAND DEPARTMENT OF THE ENVIRONMENT:

October 27, 2023
DATE



Lee Currey
Director
Water & Science Administration

Approved as to form and legal sufficiency this 27th day of October, 2023:



Jonathan E.C. May
Assistant Attorney General

Signature Page for Consent Decree in *State of Maryland, Department of the Environment
v. Mayor & City Council of Baltimore, Maryland*

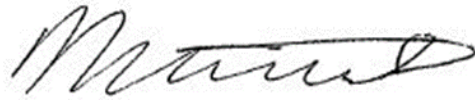
FOR BLUE WATER BALTIMORE:

October 27, 2023

DATE



Angela Harén
Senior Attorney
Chesapeake Legal Alliance
Counsel for Blue Water Baltimore




Martin Siegel, Esq.
Barley Snyder
Counsel for Blue Water Baltimore

Signature Page for Consent Decree in *State of Maryland, Department of the Environment v. Mayor & City Council of Baltimore, Maryland*

FOR THE MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND:

10/31/2023
DATE



Richard J. Luna
Interim Director
Department of Public Works

Approved as to form and legal sufficiency this 31st day of October, 2023:



Darnell E. Ingram
General Counsel

Approved by the Board of Estimates:

Clerk

Date

Attachment A
Information Form
Settling Party's Information:

Full Legal Name:

Tax ID Number:

Address:

City:

State:

ZipCode:

Phone:

Court & Case Information:

Court/Jurisdiction:

Case Name/Caption:

Case Number:

Settlement Terms:²

Amount to be paid as a penalty:

Cost of remediation or restitution:

Cost for compliance:

Total:

Date

Signature

Title:

² If these amounts are not specified in the settlement agreement, provide your best estimate based upon the information available to you at this time. You will report your actual expenditures on your tax returns.

STATE OF MARYLAND, DEPARTMENT OF THE ENVIRONMENT, ET AL

V.

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND

CASE NO: 24-C-22-000386

EXHIBIT 1

TO

CONSENT DECREE

Consent Decree Exhibit 1: Back River WWTP Effluent Violations
1/1/2017 - 08/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value
05/31/2017	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	223215.
06/30/2017	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	192425.
07/31/2017	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	194026.
04/30/2018	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	393.
05/31/2018	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	112513.
07/31/2018	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	103650.
09/30/2018	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	120550.
	001	E. coli	MX MO GMN	MPN/100mL	126.	146.
03/31/2019	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	240.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	468.
	002	E. coli	MX MO GMN	MPN/100mL	126.	242.
04/30/2019	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	335.
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4
06/30/2019	001	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	11000.	54761.
	001	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	10.	56.
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	229865.
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	233.
07/31/2019	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4
08/31/2019	002	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.22
08/31/2019	002	Phosphorus, total [as P]	MX WK AV	lb/d	125	131.
08/31/2019	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.5
10/31/2019	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	123187.
12/31/2019	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	17.
	002	Chlorine, total residual	MAXIMUM	mg/L	.011	1.5
08/31/2020	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	105102.
09/30/2020	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	108392.
10/31/2020	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	142303.
10/31/2020	002	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.21
12/31/2020	001	Solids, total suspended	MX WK AV	lb/d	16000.	22704.
	001	Solids, total suspended	MX WK AV	lb/d	16000.	18278.
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	298.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	712.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	481.
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4
01/31/2021	001	Solids, total suspended	MX WK AV	lb/d	16000.	17426.
	001	Solids, total suspended	MX WK AV	mg/L	15.	16.
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	241.
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4
	002	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.23
02/28/2021	001	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	11000.	26044.

Consent Decree Exhibit 1: Back River WWTP Effluent Violations
 1/1/2017 - 08/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value
	001	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	10.	20.
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	18077.
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	25746.
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	50488.
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	19.
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	17.
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	35.
	001	Solids, total suspended	MX MO AV	lb/d	11000.	54768.
	001	Solids, total suspended	MX MO AV	mg/L	10.	40.
	001	Solids, total suspended	MX WK AV	lb/d	16000.	31571.
	001	Solids, total suspended	MX WK AV	lb/d	16000.	70938.
	001	Solids, total suspended	MX WK AV	lb/d	16000.	102949.
	001	Solids, total suspended	MX WK AV	mg/L	15.	29.
	001	Solids, total suspended	MX WK AV	mg/L	15.	47.
	001	Solids, total suspended	MX WK AV	mg/L	15.	70.
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	773.
	001	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.6
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	369.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	524.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	530.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	1668.
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.5
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.1
	002	Solids, total suspended	MX WK AV	mg/L	45.	52.
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.9
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.6
02/28/2021	002	Phosphorus, total [as P]	MO AVG	mg/L	.2	.8
03/31/2021	001	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	11000.	25757.
	001	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	10.	21.
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	16725.
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	19321.
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	49153.
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	36.
	001	Solids, total suspended	MX MO AV	lb/d	11000.	53975.
	001	Solids, total suspended	MX MO AV	mg/L	10.	43.
	001	Solids, total suspended	MX WK AV	lb/d	16000.	35020.
	001	Solids, total suspended	MX WK AV	lb/d	16000.	38616.
	001	Solids, total suspended	MX WK AV	lb/d	16000.	118355.
	001	Solids, total suspended	MX WK AV	mg/L	15.	33.

Consent Decree Exhibit 1: Back River WWTP Effluent Violations
 1/1/2017 - 08/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value
	001	Solids, total suspended	MX WK AV	mg/L	15.	26.
	001	Solids, total suspended	MX WK AV	mg/L	15.	89.
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	940.
	001	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.8
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	368.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	598.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	878.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	1920.
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.6
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.5
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.5
	001	Toxicity, Chronic	MAXIMUM	tox chronic	1.02	1.2
	002	Solids, total suspended	MX MO AV	mg/L	30.	36.
	002	Solids, total suspended	MX WK AV	mg/L	45.	64.
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.6
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4
	002	Phosphorus, total [as P]	MO AVG	lb/d	83	118.
	002	Phosphorus, total [as P]	MX WK AV	lb/d	125	245.
03/31/2021	002	Phosphorus, total [as P]	MO AVG	mg/L	.2	.7
04/30/2021	001	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	11000.	22155.
	001	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	10.	22.
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	21833.
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	26343.
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	29777.
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15	28.
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15	19.
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	28.
	001	Solids, total suspended	MX MO AV	lb/d	11000.	41100.
	001	Solids, total suspended	MX MO AV	mg/L	10.	41.
	001	Solids, total suspended	MX WK AV	lb/d	16000.	48626.
	001	Solids, total suspended	MX WK AV	lb/d	16000.	38258.
	001	Solids, total suspended	MX WK AV	lb/d	16000.	25652.
	001	Solids, total suspended	MX WK AV	lb/d	16000.	60228.
	001	Solids, total suspended	MX WK AV	mg/L	15.	37.
	001	Solids, total suspended	MX WK AV	mg/L	15.	28.
	001	Solids, total suspended	MX WK AV	mg/L	15.	43.
	001	Solids, total suspended	MX WK AV	mg/L	15.	64.
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	964.
	001	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.9
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	1065.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	922.

Consent Decree Exhibit 1: Back River WWTP Effluent Violations
 1/1/2017 - 08/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	548.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	1355.
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.9
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.9
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.6
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.4
	001	E. coli	MX MO GMN	MPN/100mL	126.	152.
	002	E. coli	MX MO GMN	MPN/100mL	126.	341.
	002	Phosphorus, total [as P]	MO AVG	lb/d	83	118.
	002	Phosphorus, total [as P]	MX WK AV	lb/d	125	129.
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.7
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.9
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.8
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.8
	002	Phosphorus, total [as P]	MO AVG	mg/L	.2	.8
05/31/2021	001	Solids, total suspended	MX MO AV	lb/d	11000.	15867.
	001	Solids, total suspended	MX MO AV	mg/L	10.	17.
	001	Solids, total suspended	MX WK AV	lb/d	16000.	18600.
	001	Solids, total suspended	MX WK AV	mg/L	15.	16.
	001	Solids, total suspended	MX WK AV	mg/L	15.	21.
	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	168255.
	001	Nitrogen, ammonia total [as N]	MX MO AV	lb/d	2200.	2450.
	001	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	2.	2.7
	001	Nitrogen, ammonia total [as N]	MX WK AV	lb/d	3300.	3658.
	001	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	3.3
	001	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	4.2
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	504.
	001	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.5
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	336.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	421.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	351.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	423.
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.47
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.39
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.5
	001	Phosphorus, total [as P]	MO TOTAL	lb/mo	6652.	14709.
	002	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	2.	3.2
	002	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	4.1
	002	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	4.4
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.6

Consent Decree Exhibit 1: Back River WWTP Effluent Violations
1/1/2017 - 08/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.5
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.5
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4
	002	Phosphorus, total [as P]	MO AVG	lb/d	83	87.
05/31/2021	002	Phosphorus, total [as P]	MO AVG	mg/L	.2	.6
06/30/2021	001	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	11000.	13267.
	001	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	10.	12.
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	35654.
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	25.
	001	Solids, total suspended	MX MO AV	lb/d	11000.	27839.
	001	Solids, total suspended	MX MO AV	mg/L	10.	21.
	001	Solids, total suspended	MX WK AV	lb/d	16000.	95672.
	001	Solids, total suspended	MX WK AV	mg/L	15.	63.
	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	203420.
	001	Nitrogen, ammonia total [as N]	MX MO AV	lb/d	2200.	3538.
	001	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	2.	3.8
	001	Nitrogen, ammonia total [as N]	MX WK AV	lb/d	3300.	3502.
	001	Nitrogen, ammonia total [as N]	MX WK AV	lb/d	3300.	3379.
	001	Nitrogen, ammonia total [as N]	MX WK AV	lb/d	3300.	3675.
	001	Nitrogen, ammonia total [as N]	MX WK AV	lb/d	3300.	4329.
	001	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	3.1
	001	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	4.2
	001	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	4.2
	001	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	4.7
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	674.
	001	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.6
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	350.
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	1963.
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.3
	001	Phosphorus, total [as P]	MO TOTAL	lb/mo	6652.	15368.
	002	Solids, total suspended	MX WK AV	mg/L	45.	51.
	002	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	2.	4.3
	002	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	4.4
	002	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	3.8
	002	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	4.6
	002	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	5.1
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.36
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.09
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.53
	002	Phosphorus, total [as P]	MX WK AV	lb/d	125	222.

Consent Decree Exhibit 1: Back River WWTP Effluent Violations
1/1/2017 - 08/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value
	002	Phosphorus, total [as P]	MO AVG	lb/d	83	106.
06/30/2021	002	Phosphorus, total [as P]	MO AVG	mg/L	.2	.5
07/31/2021	001	Solids, total suspended	MX MO AV	mg/L	10.	11.
	001	Solids, total suspended	MX WK AV	mg/L	15.	17.
	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	129076.
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	298.
	001	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.4
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	491.
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.33
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.31
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.6
	001	Phosphorus, total [as P]	MO TOTAL	lb/mo	6652.	9165.
	002	Solids, total suspended	MX WK AV	mg/L	45.	49.
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.45
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.14
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.37
	002	Phosphorus, total [as P]	MX WK AV	lb/d	125	222.
	002	Phosphorus, total [as P]	MO AVG	lb/d	83	102.
07/31/2021	002	Phosphorus, total [as P]	MO AVG	mg/L	.2	.5
08/31/2021	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	133628.
	002	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.51
	002	Phosphorus, total [as P]	MO AVG	mg/L	0.2	0.25
09/30/2021	1	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782	147437
	1	Phosphorus, total [as P]	MX MO AV	mg/L	0.2	0.21
	2	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.42
	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	0.21
10/31/2021	1	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782	144023
	2	E. coli	MX MO GMN	MPN/100mL	126	138
	2	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.32
	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	0.26
12/31/2021	1	Phosphorus, total [as P]	MX MO AV	lb/d	220	279
	1	Phosphorus, total [as P]	MX MO AV	mg/L	0.2	0.37
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	437
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.58
	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	0.43
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.4
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.35
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.57
01/31/2022	1	Phosphorus, total [as P]	MX MO AV	mg/L	0.2	0.64
	1	Phosphorus, total [as P]	MX MO AV	lb/d	220	581
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.72

Consent Decree Exhibit 1: Back River WWTP Effluent Violations
1/1/2017 - 08/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.72
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.92
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	784
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	618
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	792
	1	Solids, total suspended	MX MO AV	mg/L	10	17
	1	Solids, total suspended	MX MO AV	lb/d	11000	15490
	1	Solids, total suspended	MX WK AV	mg/L	15	33
	1	Solids, total suspended	MX WK AV	lb/d	16000	27437
	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	0.57
	2	Phosphorus, total [as P]	MO AVG	lb/d	83	91
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.66
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.5
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.91
	2	Phosphorus, total [as P]	WKLY AVG	lb/d	125	145
02/28/2022	1	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	10	11
	1	Phosphorus, total [as P]	MX MO AV	mg/L	0.2	1.07
	1	Phosphorus, total [as P]	MX MO AV	lb/d	220	1055
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	1.55
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	1.08
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.78
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.87
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	1709
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	920
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	705
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	884
	1	Solids, total suspended	MX MO AV	mg/L	10	19
	1	Solids, total suspended	MX MO AV	lb/d	11000	19165
	1	Solids, total suspended	MX WK AV	mg/L	15	30
	1	Solids, total suspended	MX WK AV	mg/L	15	18
	1	Solids, total suspended	MX WK AV	mg/L	15	18
	1	Solids, total suspended	MX WK AV	lb/d	16000	32463
	1	Solids, total suspended	MX WK AV	lb/d	16000	19063
	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	1.57
	2	Phosphorus, total [as P]	MO AVG	lb/d	83	242
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	2.32
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	1.18
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.74
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	1.57
	2	Phosphorus, total [as P]	WKLY AVG	lb/d	125	360
	2	Phosphorus, total [as P]	WKLY AVG	lb/d	125	180

Consent Decree Exhibit 1: Back River WWTP Effluent Violations

1/1/2017 - 08/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value
	2	Phosphorus, total [as P]	WKLY AVG	lb/d	125	242
	2	Solids, total suspended	MX MO AV	mg/L	30	32
03/31/2022	1	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	10	14
	1	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	11000	12621
	1	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15	22
	1	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15	17
	1	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000	19735
	1	Phosphorus, total [as P]	MX MO AV	mg/L	0.2	1.45
	1	Phosphorus, total [as P]	MX MO AV	lb/d	220	1293
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	1.27
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	2.97
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	1.16
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.53
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	1219
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	2705
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	961
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	453
	1	Solids, total suspended	MX MO AV	mg/L	10	14
	1	Solids, total suspended	MX MO AV	lb/d	11000	12122
	1	Solids, total suspended	MX WK AV	mg/L	15	19
	1	Solids, total suspended	MX WK AV	lb/d	16000	16506
	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	1.42
	2	Phosphorus, total [as P]	MO AVG	lb/d	83	215
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	2.56
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	1.21
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.38
	2	Phosphorus, total [as P]	WKLY AVG	lb/d	125	373
	2	Phosphorus, total [as P]	WKLY AVG	lb/d	125	197
04/30/2022	1	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000	17833
	1	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15	16
	1	pH	MINIMUM	SU	6.5	6.3
	1	Phosphorus, total [as P]	MX MO AV	lb/d	220	687
	1	Phosphorus, total [as P]	MX MO AV	mg/L	0.2	0.65
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	1852
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	462
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	1.63
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.47
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.32
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.31
	2	pH	MINIMUM	SU	6.5	6.4
	2	Phosphorus, total [as P]	MO AVG	lb/d	83	87

STATE OF MARYLAND, DEPARTMENT OF THE ENVIRONMENT, ET AL

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EXHIBIT 2

TO

CONSENT DECREE

Annual Totals Worksheet v11.6

Consent Decree Exhibit 2: Back River WWTP, Outfall 001		MD0021555		2021		*Gray Cells Require Data Input		
Month	Flow		Nitrogen		Phosphorous		Total Suspended Solids	
	Mo. Totals (MG)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	
January	4005.5	4.2	140304.65	140304.65	0.2	6681.17	6681.17	300652.83
February	4033.8	6.1	205215.54	345520.20	0.6	20185.14	26866.31	1345675.68
March	4340.6	7.5	271504.53	617024.73	0.8	28960.48	55826.79	1556625.97
April	3660.4	8	244221.89	861246.61	0.9	27474.96	83301.75	1251637.18
May	3295.5	6	164906.82	1026153.43	0.5	13742.24	97043.99	467235.99
June	3350.3	7.1	198384.66	1224538.10	0.6	16764.90	113808.89	586771.54
July	3074.6	5	128210.82	1352748.92	0.4	10256.87	124065.76	282063.80
August	3102.3	5.1	131953.23	1484702.15	0.2	5174.64	129240.39	212160.09
September	3266.8	5.2	141674.58	1626376.73	0.2	5449.02	134688.42	245206.01
October	3237.9	5.3	143121.66	1769498.38	0.2	5400.82	140090.23	135020.43
November	2896.1	3.4	82121.81	1851620.20	0.14	3381.49	143471.72	99029.24
December	2805.6	6	140392.22	1992012.42	0.37	8657.52	152129.24	210588.34
Annual Totals:	41069.400		1992012.42			152129.24		6692667.10
Comments:		Interim Limit		Interim Limit			Interim Limit	
		Tributary Strategy Limit	1582055		Tributary Strategy Limit	79277		Tributary Strategy Limit 3959228
		Annual Average Requirement	4		Annual Average Requirement	0.2		Annual Average Requirement
		Floating Cap	1370075.18		Floating Cap	68503.76		Floating Cap n/a
		Month of Exceedance	August		Month of Exceedance	April		Month of Exceedance April
		Exceedance Date in August	5	(calculated)	Exceedance Date in April	.14	(calculated)	Exceedance Date in April 19 (calculated)
		Days Non-Compliant in 2021	149	(from MOR)	Days Non-Compliant in 2021	262	(from MOR)	Days Non-Compliant in 2021 257 (from MOR)
		Loading Exceedance in 2021	621937.24		Loading Exceedance in 2021	83625.48		Loading Exceedance in 2021 2733439.10

STATE OF MARYLAND, DEPARTMENT OF THE ENVIRONMENT, ET AL

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MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND

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EXHIBIT 3

TO

CONSENT DECREE

Annual Totals Worksheet v11.6

Consent Decree Exhibit 3, Back River WWTP, Outfall 002				MD0021555				2021				*Gray Cells Require Data Input				
Month	Flow		Nitrogen		Phosphorous		Total Suspended Solids		Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)
	Mo. Totals (MG)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)									
January	586.1	4.3	21018.72	21018.72	0.2	977.61	977.61	7	977.61	977.61	0.2	977.61	977.61	34216.52	34216.52	34216.52
February	550.5	6.2	28465.25	49483.97	0.8	3672.94	4650.55	25	3672.94	4650.55	0.8	3672.94	4650.55	114779.25	148995.77	148995.77
March	589.1	7.1	34882.97	84366.94	0.7	3439.17	8089.72	36	3439.17	8089.72	0.7	3439.17	8089.72	176871.38	325867.15	325867.15
April	548.5	7.8	35681.02	120047.96	0.8	3659.59	11749.31	29	3659.59	11749.31	0.8	3659.59	11749.31	132660.21	458527.36	458527.36
May	565.4	5.9	27821.07	147869.03	0.6	2829.26	14578.57	16	2829.26	14578.57	0.6	2829.26	14578.57	75446.98	533974.34	533974.34
June	683.9	6.9	39355.71	187224.74	0.5	2851.86	17430.43	18	2851.86	17430.43	0.5	2851.86	17430.43	102667.07	636641.41	636641.41
July	727.8	5.1	30956.25	218180.99	0.5	3034.93	20465.36	19	3034.93	20465.36	0.5	3034.93	20465.36	115327.19	751968.59	751968.59
August	715	5.1	30411.81	248592.80	0.2	1192.62	21657.98	6	1192.62	21657.98	0.2	1192.62	21657.98	35778.60	787747.19	787747.19
September	603.5	5.1	25669.27	274262.07	0.21	1056.97	22714.95	10	1056.97	22714.95	0.21	1056.97	22714.95	50331.90	838079.09	838079.09
October	634.5	5.4	28575.34	302837.41	0.26	1375.85	24090.80	7	1375.85	24090.80	0.26	1375.85	24090.80	37042.11	875121.20	875121.20
November	576.8	3.5	16836.79	319674.20	0.16	769.68	24860.48	6	769.68	24860.48	0.16	769.68	24860.48	28863.07	903984.28	903984.28
December	608	6	30424.32	350098.52	0.43	2180.41	27040.89	13	2180.41	27040.89	0.43	2180.41	27040.89	65919.36	969903.64	969903.64
Annual Totals:	7389.100		350098.52			27040.89			27040.89			969903.64		969903.64		
Comments:																
		Interim Limit			Interim Limit			Interim Limit			Interim Limit			Interim Limit		
		Tributary Strategy Limit	1582055		Tributary Strategy Limit	79277		Tributary Strategy Limit			Tributary Strategy Limit	3959228		Tributary Strategy Limit		
		Annual Average Requirement	4		Annual Average Requirement	0.2		Annual Average Requirement			Annual Average Requirement	n/a		Annual Average Requirement		
		Floating Cap	246500.38		Floating Cap	12325.02		Floating Cap			Floating Cap	n/a		Floating Cap		
		Month of Exceedance	August		Month of Exceedance	May		Month of Exceedance			Month of Exceedance	n/a		Month of Exceedance		
		Exceedance Date in August	29		Exceedance Date in May	7		Exceedance Date in May			Exceedance Date in May	(calculated)		Exceedance Date in May		
		Days Non-Compliant in 2021	.125		Days Non-Compliant in 2021	239		Days Non-Compliant in 2021			Days Non-Compliant in 2021	n/a		Days Non-Compliant in 2021		
		Loading Exceedance in 2021	103598.15		Loading Exceedance in 2021	14715.87		Loading Exceedance in 2021			Loading Exceedance in 2021	n/a		Loading Exceedance in 2021		

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EXHIBIT 4

TO

CONSENT DECREE

Annual Totals Worksheet v11.6

Back River WWTP, Outfall 001			MD0021555			2022			*Gray Cells Require Data Input		
Month	Flow		Nitrogen		Phosphorous		2022		Total Suspended Solids		Cum. Load (lbs/year)
	Mo. Totals (MG)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	
January	3247.2	6.5	176030.71	176030.71	0.64	17332.25	17332.25	17332.25	17	460388.02	460388.02
February	3107.4	8.9	230649.87	406680.58	1.07	27729.82	45062.07	45062.07	19	492398.60	952786.62
March	3264.4	10.6	288586.02	695266.60	1.45	39476.39	84538.46	84538.46	14	381151.34	1333937.96
April	3343.9	6.8	189639.26	884905.86	0.65	18127.28	102665.74	102665.74	8	223105.01	1557042.97
May	3583.1	5.3	158380.19	1043286.05	0.28	8367.26	111033.00	111033.00	8	239064.43	1796107.40
June	3284.4	3.2	87654.07	1130940.11	0.15	4108.78	115141.78	115141.78	0	0.00	1796107.40
July	3245.4	3	81199.91	1212140.02	0.12	3248.00	118389.78	118389.78	0	0.00	1796107.40
August	3102.7	2.9	75041.90	1287181.92	0.16	4140.24	122530.02	122530.02	0	0.00	1796107.40
September	3083.7	2.1	54007.92	1341189.84	0	0.00	122530.02	122530.02	1.8	46292.50	1842399.91
October	3368.2	2.3	64608.81	1405798.66	0	0.00	122530.02	122530.02	2	56181.58	1898581.48
November	2998.2	2.2	55010.97	1460809.63	0	0.00	122530.02	122530.02	2	50009.98	1948591.46
December	3558.8	3	89041.18	1549850.81	0	0.00	122530.02	122530.02	2	59360.78	2007952.24
Annual Totals:	39187.400		1549850.81			122530.02					2007952.24
Comments:											
		Interim Limit			Interim Limit				Interim Limit		
		Tributary Strategy Limit	1582055		Tributary Strategy Limit	79277			Tributary Strategy Limit	3959228	
		Annual Average Requirement	4		Annual Average Requirement	0.2			Annual Average Requirement		
		Floating Cap	1307291.66		Floating Cap	65364.58			Floating Cap	n/a	
		Month of Exceedance	September		Month of Exceedance	March			Month of Exceedance	n/a	
		Exceedance Date in September	12	(calculated)	Exceedance Date in March	16	(calculated)			n/a	n/a
		Days Non-Compliant in 2022	111	(from MOR)	Days Non-Compliant in 2022	291				n/a	
		Loading Exceedance in 2022	242559.14		Loading Exceedance in 2022	57165.44				n/a	

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CASE NO: 24-C-22-000386

EXHIBIT 5

TO

CONSENT DECREE

Annual Totals Worksheet v11.6

Back River WWTP, Outfall 002			MD0021555			2022			*Gray Cells Require Data Input		
Month	Flow		Nitrogen		Phosphorous		2022		Total Suspended Solids		
	Mo. Totals (MG)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	
January	590	6.2	30507.72	30507.72	0.57	2804.74	2804.74	19	93491.40	93491.40	
February	315.7	10.4	27382.56	57890.28	1.57	4133.71	6938.45	32	84254.02	177745.42	
March	431.9	10.8	38902.10	96792.37	1.42	5114.91	12053.36	22	79245.01	256990.43	
April	554.1	6.5	30037.76	126830.13	0.56	2587.87	14641.23	10	46211.94	303202.37	
May	557.8	5.2	24190.67	151020.80	0.25	1163.01	15804.24	8	37216.42	340418.78	
June	442.8	3.1	11448.15	162468.95	0.14	517.01	16321.25	0	0.00	340418.78	
July	555.3	3	13893.61	176362.56	0.13	602.06	16923.31	0	0.00	340418.78	
August	604.1	2.7	13603.12	189965.68	0.15	755.73	17679.04	0	0.00	340418.78	
September	583.4	2	9731.11	199696.80	0	0.00	17679.04	2	9731.11	350149.90	
October	585.9	2.2	10750.09	210446.89	0	0.00	17679.04	1	4886.41	355036.30	
November	569.7	2.1	9977.73	220424.62	0	0.00	17679.04	1	4751.30	359787.60	
December	589	2.8	13754.33	234178.94	0	0.00	17679.04	3	14736.78	374524.38	
Annual Totals:	6379.700		234178.94			17679.04				374524.38	
Comments:											
		Interim Limit			Interim Limit			Interim Limit			
		Tributary Strategy Limit	610748		Tributary Strategy Limit	30363		Tributary Strategy Limit	4589026		
		Annual Average Requirement	4		Annual Average Requirement	0.2		Annual Average Requirement			
		Floating Cap	212826.79		Floating Cap	10641.34		Floating Cap	n/a		
		Month of Exceedance	November		Month of Exceedance	March		Month of Exceedance	n/a		
		Exceedance Date in November	8	(calculated)	Exceedance Date in March	23	(calculated)		n/a	n/a	
		Days Non-Compliant in 2022	54	(from MOR)	Days Non-Compliant in 2022	284		n/a	n/a	n/a	
		Loading Exceedance in 2022	21352.15		Loading Exceedance in 2022	7037.70		n/a	n/a	n/a	

STATE OF MARYLAND, DEPARTMENT OF THE ENVIRONMENT, ET AL

V.

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND

CASE NO: 24-C-22-000386

EXHIBIT 6

TO

CONSENT DECREE

Consent Decree Exhibit 6, Effluent Violations, 24-hr Reporting
 Back River WWTP - MD0021555
 8/31/2020 - 8/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value	Missing 24-hr Report Count or Date Received
08/31/2020	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	105102.	1
09/30/2020	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	108392.	1
10/31/2020	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	142303.	1
10/31/2020	002	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.21	*
12/31/2020	001	Solids, total suspended	MX WK AV	lb/d	16000.	22704.	1
	001	Solids, total suspended	MX WK AV	lb/d	16000.	18278.	1
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	298.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	712.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	481.	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4	1
01/31/2021	001	Solids, total suspended	MX WK AV	lb/d	16000.	17426.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	16.	1
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	241.	1
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4	*
	002	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.23	*
02/28/2021	001	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	11000.	26044.	1
	001	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	10.	20.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	18077.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	25746.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	50488.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	19.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	17.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	35.	1
	001	Solids, total suspended	MX MO AV	lb/d	11000.	54768.	1
	001	Solids, total suspended	MX MO AV	mg/L	10.	40.	1
	001	Solids, total suspended	MX WK AV	lb/d	16000.	31571.	1
	001	Solids, total suspended	MX WK AV	lb/d	16000.	70938.	1
	001	Solids, total suspended	MX WK AV	lb/d	16000.	102949.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	29.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	47.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	70.	1
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	773.	1
	001	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.6	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	369.	1

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Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value	Missing 24-hr Report Count or Date Received
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	524.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	530.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	1668.	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.5	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.1	1
	002	Solids, total suspended	MX WK AV	mg/L	45.	52.	1
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.9	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.6	*
	002	Phosphorus, total [as P]	MO AVG	mg/L	.2	.8	*
03/31/2021	001	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	11000.	25757.	1
	001	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	10.	21.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	16725.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	19321.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	49153.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	36.	1
	001	Solids, total suspended	MX MO AV	lb/d	11000.	53975.	1
	001	Solids, total suspended	MX MO AV	mg/L	10.	43.	1
	001	Solids, total suspended	MX WK AV	lb/d	16000.	35020.	1
	001	Solids, total suspended	MX WK AV	lb/d	16000.	38616.	1
	001	Solids, total suspended	MX WK AV	lb/d	16000.	118355.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	33.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	26.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	89.	1
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	940.	1
	001	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.8	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	368.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	598.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	878.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	1920.	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.6	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.5	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.5	1
	001	Toxicity, Chronic	MAXIMUM	tox chronic	1.02	1.2	1

Consent Decree Exhibit 6, Effluent Violations, 24-hr Reporting
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Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value	Missing 24-hr Report Count or Date Received
	002	Solids, total suspended	MX MO AV	mg/L	30.	36.	1
	002	Solids, total suspended	MX WK AV	mg/L	45.	64.	1
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.6	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4	*
	002	Phosphorus, total [as P]	MO AVG	lb/d	83	118.	*
	002	Phosphorus, total [as P]	MX WK AV	lb/d	125	245.	*
	002	Phosphorus, total [as P]	MO AVG	mg/L	.2	.7	*
04/30/2021	001	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	11000.	22155.	1
	001	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	10.	22.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	21833.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	26343.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	29777.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15	28.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15	19.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	28.	1
	001	Solids, total suspended	MX MO AV	lb/d	11000.	41100.	1
	001	Solids, total suspended	MX MO AV	mg/L	10.	41.	1
	001	Solids, total suspended	MX WK AV	lb/d	16000.	48626.	1
	001	Solids, total suspended	MX WK AV	lb/d	16000.	38258.	1
	001	Solids, total suspended	MX WK AV	lb/d	16000.	25652.	1
	001	Solids, total suspended	MX WK AV	lb/d	16000.	60228.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	37.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	28.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	43.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	64.	1
	001	Solids, total suspended	CUM TOTL	lb/yr	3959228.	4759979.	1
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	964.	1
	001	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.9	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	1065.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	922.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	548.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	1355.	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.9	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.9	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.6	1

Consent Decree Exhibit 6, Effluent Violations, 24-hr Reporting
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 8/31/2020 - 8/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value	Missing 24-hr Report Count or Date Received
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.4	1
	001	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277.	83088.	1
	001	E. coli	MX MO GMN	MPN/100mL	126.	152.	1
	002	E. coli	MX MO GMN	MPN/100mL	126.	341.	1
	002	Phosphorus, total [as P]	MO AVG	lb/d	83	118.	*
	002	Phosphorus, total [as P]	MX WK AV	lb/d	125	129.	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.7	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.9	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.8	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.8	*
	002	Phosphorus, total [as P]	MO AVG	mg/L	.2	.8	*
05/31/2021	001	Solids, total suspended	MX MO AV	lb/d	11000.	15867.	1
	001	Solids, total suspended	MX MO AV	mg/L	10.	17.	1
	001	Solids, total suspended	MX WK AV	lb/d	16000.	18600 (only one)	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	16.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	21.	1
	001	Solids, total suspended	CUM TOTL	lb/yr	3959228.	5251859.	already counted
	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	168255.	1
	001	Nitrogen, ammonia total [as N]	MX MO AV	lb/d	2200.	2450.	1
	001	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	2.	2.7	1
	001	Nitrogen, ammonia total [as N]	MX WK AV	lb/d	3300.	3658.	1
	001	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	3.3	1
	001	Nitrogen, ammonia total [as N]	MX WK AV	mg/L	3.	4.2	1
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	504.	1
	001	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.5	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	336.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	421.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	351.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	423.	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.47	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.39	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.5	1
	001	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277.	97797.	already counted
	001	Phosphorus, total [as P]	MO TOTAL	lb/mo	6652.	14709.	1

Consent Decree Exhibit 6, Effluent Violations, 24-hr Reporting
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Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value	Missing 24-hr Report Count or Date Received
	002	Nitrogen, ammonia total [a:	MX MO AV	mg/L	2.	3.2	1
	002	Nitrogen, ammonia total [a:	MX WK AV	mg/L	3.	4.1	1
	002	Nitrogen, ammonia total [a:	MX WK AV	mg/L	3.	4.4	1
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.6	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.5	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.5	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4	*
	002	Phosphorus, total [as P]	MO AVG	lb/d	83	87.	*
	002	Phosphorus, total [as P]	MO AVG	mg/L	.2	.6	*
06/30/2021	001	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	11000.	13267.	1
	001	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	10.	12.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000.	35654.	1
	001	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15.	25.	1
	001	Solids, total suspended	MX MO AV	lb/d	11000.	27839.	1
	001	Solids, total suspended	MX MO AV	mg/L	10.	21.	1
	001	Solids, total suspended	MX WK AV	lb/d	16000.	95672.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	63.	1
	001	Solids, total suspended	CUM TOTL	lb/yr	3959228.	6087024.	already counted
	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	203420.	1
	001	Nitrogen, ammonia total [a:	MX MO AV	lb/d	2200.	3538.	1
	001	Nitrogen, ammonia total [a:	MX MO AV	mg/L	2.	3.8	1
	001	Nitrogen, ammonia total [a:	MX WK AV	lb/d	3300.	3502.	1
	001	Nitrogen, ammonia total [a:	MX WK AV	lb/d	3300.	3379.	1
	001	Nitrogen, ammonia total [a:	MX WK AV	lb/d	3300.	3675.	1
	001	Nitrogen, ammonia total [a:	MX WK AV	lb/d	3300.	4329.	1
	001	Nitrogen, ammonia total [a:	MX WK AV	mg/L	3.	3.1	1
	001	Nitrogen, ammonia total [a:	MX WK AV	mg/L	3.	4.2	1
	001	Nitrogen, ammonia total [a:	MX WK AV	mg/L	3.	4.2	1
	001	Nitrogen, ammonia total [a:	MX WK AV	mg/L	3.	4.7	1
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	674.	1
	001	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.6	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	350.	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	1963.	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.4	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.3	1

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	001	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277.	112766.	already counted
	001	Phosphorus, total [as P]	MO TOTAL	lb/mo	6652.	15368.	1
	002	Solids, total suspended	MX WK AV	mg/L	45.	51.	1
	002	Nitrogen, ammonia total [a:	MX MO AV	mg/L	2.	4.3	1
	002	Nitrogen, ammonia total [a:	MX WK AV	mg/L	3.	4.4	1
	002	Nitrogen, ammonia total [a:	MX WK AV	mg/L	3.	3.8	1
	002	Nitrogen, ammonia total [a:	MX WK AV	mg/L	3.	4.6	1
	002	Nitrogen, ammonia total [a:	MX WK AV	mg/L	3.	5.1	1
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.36	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.09	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.53	*
	002	Phosphorus, total [as P]	MX WK AV	lb/d	125	222.	*
	002	Phosphorus, total [as P]	MO AVG	lb/d	83	106.	*
	002	Phosphorus, total [as P]	MO AVG	mg/L	.2	.5	*
07/31/2021	001	Solids, total suspended	MX MO AV	mg/L	10.	11.	1
	001	Solids, total suspended	MX WK AV	mg/L	15.	17.	1
	001	Solids, total suspended	CUM TOTL	lb/yr	3959228.	6364991.	already counted
	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	129076.	1
	001	Phosphorus, total [as P]	MX MO AV	lb/d	220.	298.	1
	001	Phosphorus, total [as P]	MX MO AV	mg/L	.2	.4	1
	001	Phosphorus, total [as P]	MX WK AV	lb/d	330.	491.	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.33	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.31	1
	001	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.6	1
	001	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277.	121931.	already counted
	001	Phosphorus, total [as P]	MO TOTAL	lb/mo	6652.	9165.	1
	002	Solids, total suspended	MX WK AV	mg/L	45.	49.	1
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.45	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	1.14	*
	002	Phosphorus, total [as P]	MX WK AV	mg/L	.3	.37	*
	002	Phosphorus, total [as P]	MX WK AV	lb/d	125	222.	*
	002	Phosphorus, total [as P]	MO AVG	lb/d	83	102.	*
	002	Phosphorus, total [as P]	MO AVG	mg/L	.2	.5	*
08/31/2021	001	Solids, total suspended	CUM TOTL	lb/yr	3959228.	6488815.	already counted
	001	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782.	133628.	1

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Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value	Missing 24-hr Report Count or Date Received
	1	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277	126221	already counted
	002	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.51	*
	002	Phosphorus, total [as P]	MO AVG	mg/L	0.2	0.25	*
09/30/2021	1	Solids, total suspended	CUM TOTL	lb/yr	3959228	6757377	already counted
	1	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782	147437	1
	1	Nitrogen, total [as N]	CUM TOTL	lb/yr	1582055	1662741	1
	1	Phosphorus, total [as P]	MX MO AV	mg/L	0.2	0.21	1
	1	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277	142071	already counted
	2	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.42	*
	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	0.21	*
10/31/2021	1	Solids, total suspended	CUM TOTL	lb/yr	3959228	6915527	already counted
	1	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782	144023	1
	1	Nitrogen, total [as N]	CUM TOTL	lb/yr	1582055	1806764	already counted
	1	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277	147715	already counted
	2	E. coli	MX MO GMN	MPN/100mL	126	138	1
	2	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.32	*
	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	0.26	*
11/30/2021	1	Nitrogen, total [as N]	CUM TOTL	lb/yr	1582055	1889993	already counted
	1	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277	151244	already counted
	1	Solids, total suspended	CUM TOTL	lb/yr	3959228	7015977	already counted
12/31/2021	1	Nitrogen, total [as N]	CUM TOTL	lb/yr	1582055	2030364	already counted
	1	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277	159884	already counted
	1	Phosphorus, total [as P]	MX MO AV	lb/d	220	279	1
	1	Phosphorus, total [as P]	MX MO AV	mg/L	0.2	0.37	1
	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	437	1
	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.58	1
	1	Solids, total suspended	CUM TOTL	lb/yr	3959228	7214961	already counted
	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	0.43	1
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.4	1
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.35	1
	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.57	1
01/31/2022	1	Phosphorus, total [as P]	MX MO AV	mg/L	0.2	0.64	1

Consent Decree Exhibit 6, Effluent Violations, 24-hr Reporting
 Back River WWTP - MD0021555
 8/31/2020 - 8/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value	Missing 24-hr Report Count or Date Received
01/31/2022	1	Phosphorus, total [as P]	MX MO AV	lb/d	220	581	1
01/31/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.72	1
01/31/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.72	Y (2/4/22)
01/31/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.92	Y (2/4/22)
01/31/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	784	Y (2/4/22)
01/31/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	618	1
01/31/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	792	Y (2/4/22)
01/31/2022	1	Solids, total suspended	MX MO AV	mg/L	10	17	1
01/31/2022	1	Solids, total suspended	MX MO AV	lb/d	11000	15490	1
01/31/2022	1	Solids, total suspended	MX WK AV	mg/L	15	33	Y (2/4/22)
01/31/2022	1	Solids, total suspended	MX WK AV	lb/d	16000	27437	Y (2/4/22)
01/31/2022	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	0.57	1
01/31/2022	2	Phosphorus, total [as P]	MO AVG	lb/d	83	91	1
01/31/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.66	1
01/31/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.5	Y(2/4/22)
01/31/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.91	Y (2/4/22)
01/31/2022	2	Phosphorus, total [as P]	WKLY AVG	lb/d	125	145	Y(2/4/22)
02/28/2022	1	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	10	11	Y (3/10/22)
02/28/2022	1	Phosphorus, total [as P]	MX MO AV	mg/L	0.2	1.07	Y (3/10/22)
02/28/2022	1	Phosphorus, total [as P]	MX MO AV	lb/d	220	1055	Y (3/10/22)
02/28/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	1.55	1
02/28/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	1.08	1
02/28/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.78	Y (3/8/22)
02/28/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.87	Y (3/10/22)
02/28/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	1709	1
02/28/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	920	1
02/28/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	705	Y (3/8/22)
02/28/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	884	Y (3/10/22)
02/28/2022	1	Solids, total suspended	MX MO AV	mg/L	10	19	Y (3/10/22)
02/28/2022	1	Solids, total suspended	MX MO AV	lb/d	11000	19165	Y (3/10/22)
02/28/2022	1	Solids, total suspended	MX WK AV	mg/L	15	30	1
02/28/2022	1	Solids, total suspended	MX WK AV	mg/L	15	18	1
02/28/2022	1	Solids, total suspended	MX WK AV	mg/L	15	18	Y (3/10/22)
02/28/2022	1	Solids, total suspended	MX WK AV	lb/d	16000	32463	1
02/28/2022	1	Solids, total suspended	MX WK AV	lb/d	16000	19063	Y (3/10/22)
02/28/2022	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	1.57	1
02/28/2022	2	Phosphorus, total [as P]	MO AVG	lb/d	83	242	1
02/28/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	2.32	1
02/28/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	1.18	1
02/28/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.74	Y (3/8/22)
02/28/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	1.57	Y (3/10/22)
02/28/2022	2	Phosphorus, total [as P]	WKLY AVG	lb/d	125	360	1

Consent Decree Exhibit 6, Effluent Violations, 24-hr Reporting
 Back River WWTP - MD0021555
 8/31/2020 - 8/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value	Missing 24-hr Report Count or Date Received
02/28/2022	2	Phosphorus, total [as P]	WKLY AVG	lb/d	125	180	1
02/28/2022	2	Phosphorus, total [as P]	WKLY AVG	lb/d	125	242	Y (3/10/22)
02/28/2022	2	Solids, total suspended	MX MO AV	mg/L	30	32	Y (3/10/22)
03/31/2022	1	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	10	14	1
03/31/2022	1	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	11000	12621	1
03/31/2022	1	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15	22	Y (4/1/22)
03/31/2022	1	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15	17	1
03/31/2022	1	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000	19735	Y (4/1/22)
03/31/2022	1	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277	87627	1
03/31/2022	1	Phosphorus, total [as P]	MX MO AV	mg/L	0.2	1.45	1
03/31/2022	1	Phosphorus, total [as P]	MX MO AV	lb/d	220	1293	1
03/31/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	1.27	1
03/31/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	2.97	Y (4/1/22)
03/31/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	1.16	1
03/31/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.53	1
03/31/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	1219	1
03/31/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	2705	Y (4/1/22)
03/31/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	961	1
03/31/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	453	1
03/31/2022	1	Solids, total suspended	MX MO AV	mg/L	10	14	1
03/31/2022	1	Solids, total suspended	MX MO AV	lb/d	11000	12122	1
03/31/2022	1	Solids, total suspended	MX WK AV	mg/L	15	19	Y (4/1/22)
03/31/2022	1	Solids, total suspended	MX WK AV	lb/d	16000	16506	Y (4/1/22)
03/31/2022	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	1.42	1
03/31/2022	2	Phosphorus, total [as P]	MO AVG	lb/d	83	215	1
03/31/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	2.56	1
03/31/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	1.21	1
03/31/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.38	1
03/31/2022	2	Phosphorus, total [as P]	WKLY AVG	lb/d	125	373	Y (4/1/22)
03/31/2022	2	Phosphorus, total [as P]	WKLY AVG	lb/d	125	197	1
04/30/2022	1	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	16000	17833	1
04/30/2022	1	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	15	16	1
04/30/2022	1	pH	MINIMUM	SU	6.5	6.3	1
04/30/2022	1	Phosphorus, total [as P]	MX MO AV	lb/d	220	687	1
04/30/2022	1	Phosphorus, total [as P]	MX MO AV	mg/L	0.2	0.65	1
04/30/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	1852	1
04/30/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	462	1
04/30/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	1.63	1
04/30/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.47	1
04/30/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.32	1
04/30/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.31	1
04/30/2022	1	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277	108248	already counted

Consent Decree Exhibit 6, Effluent Violations, 24-hr Reporting
 Back River WWTP - MD0021555
 8/31/2020 - 8/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value	Missing 24-hr Report Count or Date Received
04/30/2022	2	pH	MINIMUM	SU	6.5	6.4	1
04/30/2022	2	Phosphorus, total [as P]	MO AVG	lb/d	83	87	1
04/30/2022	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	0.56	1
04/30/2022	2	Phosphorus, total [as P]	WKLY AVG	lb/d	125	219	1
04/30/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	1.36	1
04/30/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.41	1
04/30/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.35	1
05/31/2022	1	Nitrogen, total [as N]	MO TOTAL	lb/mo	99782	160625	1
05/31/2022	1	Phosphorus, total [as P]	MX MO AV	lb/d	220	293	1
05/31/2022	1	Phosphorus, total [as P]	MX MO AV	mg/L	0.2	0.28	1
05/31/2022	1	Phosphorus, total [as P]	MX WK AV	lb/d	330	504	1
05/31/2022	1	Phosphorus, total [as P]	MX WK AV	mg/L	0.3	0.4	1
05/31/2022	1	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277	117333	already counted
05/31/2022	1	Phosphorus, total [as P]	MO TOTAL	lb/mo	6652	9085	1
05/31/2022	2	Phosphorus, total [as P]	MO AVG	mg/L	0.2	0.25	1
05/31/2022	2	Phosphorus, total [as P]	WKLY AVG	mg/L	0.3	0.39	1
06/30/2022	1	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277	121426	already counted
07/31/2022	1	Phosphorus, total [as P]	CUM TOTL	lb/yr	79277	124705	already counted

*Did not count missing 24-hr notice for TP violations at Outfall 002. The limits were not included in the DMRs until November 2021.

Total missing 24-hr reports: 246

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EXHIBIT 7

TO

CONSENT DECREE

Consent Decree Exhibit 7, Missing Data
 Back River WWTP - MD0021555
 1/1/2017 - 8/31/2023

Monitoring Period End Date	Perm Feature ID	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value	Incomplete DMR Count
04/30/2018	001	Chromium, hexavalent tot recoverable	VALUE	mg/L			1
		Toxicity, Acute	MAXIMUM	tox acute	1.		
06/30/2018	001	Polychlorinated biphenyls [PCB] pg/L	QRTR AVG	g/qtr			1
		Polychlorinated biphenyls [PCB] pg/L	QRTR AVG	ng/L			
		Polychlorinated biphenyls [PCB] pg/L	ANNL AVG	ng/L			
		Polychlorinated biphenyls [PCB] pg/L	ANNL MAX	g/yr			
		Toxicity, Acute	MAXIMUM	tox acute	1.		
		Toxicity, Chronic	MAXIMUM	tox chronic	1.02		
	002	Chlorine, total residual	MAXIMUM	mg/L			
		Chromium, hexavalent tot recoverable	MO AVG	ug/L			
09/30/2018	001	Polychlorinated biphenyls [PCB] pg/L	QRTR AVG	g/qtr			1
		Polychlorinated biphenyls [PCB] pg/L	QRTR AVG	ng/L			
		Polychlorinated biphenyls [PCB] pg/L	ANNL AVG	ng/L			
		Polychlorinated biphenyls [PCB] pg/L	ANNL MAX	g/yr			
		Toxicity, Acute	MAXIMUM	tox acute	1.		
		Toxicity, Chronic	MAXIMUM	tox chronic	1.02		
	002	Chlorine, total residual	MAXIMUM	mg/L			
		Chromium, hexavalent tot recoverable	MO AVG	ug/L			
12/31/2018	002	Chromium, hexavalent tot recoverable	MO AVG	ug/L			1
01/31/2019	002	Chlorine, total residual	MAXIMUM	mg/L			1
02/28/2019	002	Chlorine, total residual	MAXIMUM	mg/L			1
03/31/2019	002	Chlorine, total residual	MAXIMUM	mg/L			1
04/30/2019	002	Chlorine, total residual	MAXIMUM	mg/L			1
06/30/2019	002	Chlorine, total residual	MAXIMUM	mg/L			1
07/31/2019	002	Chlorine, total residual	MAXIMUM	mg/L			1
08/31/2019	002	Chlorine, total residual	MAXIMUM	mg/L			1
10/31/2019	002	Chlorine, total residual	MAXIMUM	mg/L			1
11/30/2019	002	Chlorine, total residual	MAXIMUM	mg/L			1
01/31/2020	002	Chlorine, total residual	MAXIMUM	mg/L			1
03/31/2021	001	Polychlorinated biphenyls [PCB] pg/L	QRTR AVG	g/qtr			1
		Polychlorinated biphenyls [PCB] pg/L	QRTR AVG	ng/L			
		Polychlorinated biphenyls [PCB] pg/L	ANNL AVG	ng/L			
		Polychlorinated biphenyls [PCB] pg/L	ANNL MAX	g/yr			

Total: 15
Days in Violation: 450

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EXHIBIT 8

TO

CONSENT DECREE

Consent Decree Exhibit 8: Back River WWTP PCB Sampling Errors Through August 31, 2023

	Sample Date	Outfall 001	Rinsate Blank	Outfall 002	Rinsate Blank	Method Blank
1	6/30/2018	744	73.9	No Smpl.		NR
2	10/3/2018	590	159	658	136	NR
3	12/12/2018	799	174	770	113	114
4	2/28/2019	397	107	448	118	NR
5	6/13/2019	1,760	994†	1,010	174	NR
6	9/18/2019	1,810	615†	1,500	1,190†	141
7	12/18/2019	1,090	BIT	988	234	111
8	2/27/2020	1,070	222	873	681†	NR
9	6/2/2020	706	818†	555	319	73
10	9/2/2020	1,310	147	1,480	174	NR
11	12/2/2020	909	1,920†	753	1,190†	NR
12	3Q 2022 (exact date unknown)	NR	No Smpl.	NR	No Smpl.	NR
Violations		12				
Days of Violations		1,080				

* All measurements in pg/L
 † Exceeds 600 pg/L concentration limit
 No Smpl.: No Sample Collected
 NR: Not Reported
 BIT: Sample Broken in Transit

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EXHIBIT 9

TO

CONSENT DECREE

Consent Decree Exhibit 9

Dates of Unauthorized Discharges at Back River WWTP Through August 31, 2023	Volume (gal)
5/3/2018	400-500
6/12/2018	1,000-3,000
7/5/2018	300
2/7/2019	600
1/10/2020	500
8/4/2020	35,000
10/27/2020	5,000
3/24/2021	2,000
7/15/2021	5,500
8/25/2021	3,000
9/6/2021	600
11/5/2021	unknown
11/15/2021	200
12/8/2021	1,000
12/16/2021	1,000
12/27/2021	80
2/18/2022	5,000
3/18/2022	5,000
3/26/2022	200
4/6/2022	50
4/20/2022	200
6/5/2022	10
6/24/2022	25,000
8/23/2022	300
10/27/2022	300
11/29/2022	400
12/20/2022	100
12/25/2022	3,000
12/26/2022	4,000
1/13/2023	5,600
2/4/2023	500
3/18/2023	300
3/25/2023	300
4/6/2023	100
5/1/2023	500
5/21/2023	5,000
5/22/2023	500
5/26/2023	2,500
5/27/2023	300
5/29/2023	2,000
7/8/2023	50

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EXHIBIT 10

TO

CONSENT DECREE

**Consent Decree Exhibit 10, Back River WWTP Sampling/Analysis
Violations Through August 31, 2023**

Sample Date	Cause
8/3/2023	analyzed using unpreserved container
6/18/2023	high incubator temperature
6/17/2023	high incubator temperature
6/16/2023	high incubator temperature
6/15/2023	high incubator temperature
6/14/2023	high incubator temperature
6/13/2023	high incubator temperature
6/12/2023	high incubator temperature
4/7/2023	holding time exceeded
2/17/2023	holding time exceeded
2/7/2023	holding time exceeded
2/6/2023	holding time exceeded
2/5/2023	holding time exceeded
2/1/2023	holding time exceeded
1/29/2023	sample incubated too long
1/25/2023	holding time exceeded
12/24/2022	holding time exceeded
12/14/2022	holding time exceeded
12/7/2022	holding time exceeded
11/23/2022	holding time exceeded
11/22/2022	holding time exceeded
11/19/2022	holding time exceeded
11/17/2022	holding time exceeded
11/2/2022	holding time exceeded
10/21/2022	holding time exceeded
10/14/2022	holding time exceeded
10/13/2022	holding time exceeded
10/12/2022	holding time exceeded
10/5/2022	holding time exceeded
10/4/2022	holding time exceeded
10/3/2022	holding time exceeded
9/26/2022	improperly preserved sample
9/21/2022	holding time exceeded
9/18/2022	holding time exceeded
9/17/2022	sample incubated too long
9/16/2022	sample incubated too long
9/14/2022	holding time exceeded
8/31/2022	holding time exceeded
8/29/2022	holding time exceeded
8/11/2022	holding time exceeded
8/10/2022	holding time exceeded
8/6/2022	holding time exceeded
8/5/2022	holding time exceeded
8/1/2022	holding time exceeded

7/22/2022	holding time exceeded
7/13/2022	holding time exceeded
7/9/2022	high incubator temperature
7/8/2022	high incubator temperature
7/1/2022	holding time exceeded
6/29/2022	holding time exceeded
6/17/2022	holding time exceeded
6/10/2022	holding time exceeded
6/8/2022	sample not preserved
5/29/2022	improperly preserved sample
5/12/2022	high incubator temperature
5/11/2022	high incubator temperature
5/10/2022	high incubator temperature
5/8/2022	high incubator temperature
4/29/2022	holding time exceeded
4/15/2022	holding time exceeded
4/14/2022	holding time exceeded
4/8/2022	holding time exceeded
4/1/2022	holding time exceeded
3/18/2022	holding time exceeded
3/5/2022	holding time exceeded
3/4/2022	holding time exceeded
2/23/2022	holding time exceeded
2/21/2022	holding time exceeded
2/18/2022	holding time exceeded
2/8/2022	holding time exceeded
2/7/2022	holding time exceeded
2/4/2022	unspecified laboratory error
1/31/2022	holding time exceeded
1/24/2022	holding time exceeded
1/7/2022	holding time exceeded

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EXHIBIT 11

TO

CONSENT DECREE

Consent Decree Exhibit 11: Patapsco WWTP Effluent Violations
1/31/2020 - 8/31/2023

Monitoring Period End Date	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value
01/31/2020	Enterococci	MO GEOMN	MPN/100mL	35.	47.
07/31/2020	Enterococci	MO GEOMN	MPN/100mL	35.	56.4
08/31/2020	Solids, total suspended	MX WK AV	lb/d	27000.	30500.
	Solids, total suspended	MX WK AV	mg/L	45.	75.
	Enterococci	MO GEOMN	MPN/100mL	35.	74.
03/31/2021	Enterococci	MO GEOMN	MPN/100mL	35.	53.
04/30/2021	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	18000.	18900.
	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	30.	40.
	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	45.	49.
	Solids, total suspended	MX MO AV	mg/L	30.	32.
	Enterococci	MO GEOMN	MPN/100mL	35.	48.
05/31/2021	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	30.	31.
	Solids, total suspended	MX MO AV	mg/L	30.	31.
	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	6.3	7.6
	Enterococci	MO GEOMN	MPN/100mL	35.	119.
06/30/2021	Solids, total suspended	MX WK AV	lb/d	27000.	31700.
	Solids, total suspended	MX WK AV	mg/L	45.	55.
	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	6.3	7.5
	Enterococci	MO GEOMN	MPN/100mL	35.	41.
07/31/2021	Solids, total suspended	MX MO AV	mg/L	30.	34.
	Nitrogen, ammonia total [as N]	MX MO AV	lb/d	3836.	4140.
	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	6.3	9.7
	Enterococci	MO GEOMN	MPN/100mL	35.	108.
12/31/2021	Oxygen, dissolved [DO]	INST MIN	mg/L	5.	4.8
01/31/2022	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	30	39
01/31/2022	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	45	50
01/31/2022	Enterococci	MO GEOMN	MPN/100mL	35	64
02/28/2022	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	30	33
02/28/2022	Solids, total suspended	MX MO AV	mg/L	30	34
04/30/2022	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	18000	18800
04/30/2022	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	30	38
04/30/2022	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	27000	30100
04/30/2022	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	45	60
04/30/2022	Solids, total suspended	MX MO AV	lb/d	18000	29200
04/30/2022	Solids, total suspended	MX MO AV	mg/L	30	61
04/30/2022	Solids, total suspended	MX WK AV	lb/d	27000	74500
04/30/2022	Solids, total suspended	MX WK AV	mg/L	45	155
04/30/2022	Enterococci	MO GEOMN	MPN/100mL	35	57
05/31/2022	Nitrogen, ammonia total [as N]	MX MO AV	lb/d	3836	7140
05/31/2022	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	6.3	14.2
05/31/2022	Enterococci	MO GEOMN	MPN/100mL	35	38.2
06/30/2022	Nitrogen, ammonia total [as N]	MX MO AV	lb/d	3836	5910
06/30/2022	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	6.3	13.5

Consent Decree Exhibit 11: Patapsco WWTP Effluent Violations
 1/31/2020 - 8/31/2023

Monitoring Period End Date	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value
07/31/2022	Nitrogen, ammonia total [as N]	MX MO AV	lb/d	3836	4270
07/31/2022	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	6.3	10.3
08/31/2022	Nitrogen, ammonia total [as N]	MX MO AV	mg/L	6.3	7.5

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EXHIBIT 12

TO

CONSENT DECREE

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Consent Decree Exhibit 12, Patapsco WWTP				MD0020601		2020	
Month	Flow	Nitrogen			Phosphorous		
	Mo. Totals (MG)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)
January	1628.7	7.9	107308.53	107308.53	1.2	16300.03	16300.03
February	1542.3	6.9	88753.20	196061.72	0.7	9003.95	25303.98
March	1533.6	11.5	147087.58	343149.30	1.1	14069.25	39373.22
April	1698.7	8.4	119004.13	462153.43	0.8	11333.73	50706.95
May	1699.8	6.1	86475.63	548629.05	0.6	8505.80	59212.75
June	1512.5	6.2	78208.35	626837.40	0.7	8829.98	68042.72
July	1480.5	4.9	60502.11	687339.52	0.7	8643.16	76685.88
August	1861.4	10.4	161450.39	848789.91	1.6	24838.52	101524.40
September	1176.1	5.3	51985.97	900775.88	0.6	5885.20	107409.61
October	1155.6	4.6	44333.44	945109.32	0.3	2891.31	110300.92
November	1219	3.7	37615.90	982725.22	0.4	4066.58	114367.50
December	1590	3.5	46412.10	1029137.32	0.3	3978.18	118345.68
Annual Totals:	18098.200		1029137.32			118345.68	
Comments:		Interim Limit			Interim Limit		
		Tributary Strategy Limit	889,300		Tributary Strategy Limit	66,700	
		Annual Average Requirement	3.6		Annual Average Requirement	0.27	
		Floating Cap	543380.36		Floating Cap	40753.53	
		Month of Exceedance	May		Month of Exceedance	April	
			30	(calculated)		4	(calculated)
		Excedence Date in May		(from MOR)	Excedence Date in April		(from MOR)
		Days Non-Compliant in 2020	216		Days Non-Compliant in 2020	272	
		Loading Exceedance in 2020	485756.96		Loading Exceedance in 2020	77592.16	
Annual Totals Worksheet v11.6							

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EXHIBIT 13

TO

CONSENT DECREE

Annual Totals Worksheet v11.6

Consent Decree Exhibit 13, Patapsco WWTP				MD0020601		2020	
Month	Flow	Nitrogen			Phosphorous		
	Mo. Totals (MG)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)
January			0.00	0.00		0.00	0.00
February			0.00	0.00		0.00	0.00
March			0.00	0.00		0.00	0.00
April			0.00	0.00		0.00	0.00
May	1699.8	6.1	86475.63	86475.63	0.6	8505.80	8505.80
June	1512.5	6.2	78208.35	164683.98	0.7	8829.98	17335.77
July	1480.5	4.9	60502.11	225186.09	0.7	8643.16	25978.93
August	1861.4	10.4	161450.39	386636.48	1.6	24838.52	50817.45
September	1176.1	5.3	51985.97	438622.45	0.6	5885.20	56702.66
October	1155.6	4.6	44333.44	482955.89	0.3	2891.31	59593.97
November			0.00	482955.89		0.00	59593.97
December			0.00	482955.89		0.00	59593.97
Annual Totals:	8885.900		482955.89			59593.97	
Comments: Seasonal limits: Days in violation is date of exceedance through 10/31. For TN, 72 days. For TP, 83 days.	Interim Limit				Interim Limit		
	Tributary Strategy Limit		333,330		Tributary Strategy Limit	33,330	
	Annual Average Requirement				Annual Average Requirement		
	Floating Cap		n/a		Floating Cap	n/a	
	Month of Exceedance		August		Month of Exceedance	August	
	Exceedance Date in August		21	(calculated)	Exceedance Date in August	10	(calculated)
				(from MOR)			(from MOR)
	Days Non-Compliant in 2020				Days Non-Compliant in 2020		
Loading Exceedance in 2020			149625.89	Loading Exceedance in 2020		26263.97	

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EXHIBIT 14

TO

CONSENT DECREE

Annual Totals Worksheet v11.6

Consent Decree Exhibit 14, Patapsco WWTP			MD0020601		2021		
Month	Flow	Nitrogen			Phosphorous		
	Mo. Totals (MG)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)
January	1260.8	5	52575.36	52575.36	0.2	2103.01	2103.01
February	1311.2	19.6	214334.00	266909.36	0.5	5467.70	7570.72
March	1662.4	19.9	275901.88	542811.24	0.7	9705.09	17275.81
April	1718.9	16.9	242272.08	785083.31	1.6	22937.00	40212.81
May	1558.1	13.2	171528.11	956611.43	2.2	28588.02	68800.83
June	1686.9	10.8	151942.46	1108553.88	2	28137.49	96938.32
July	1585	14.6	192995.94	1301549.82	2.8	37012.92	133951.24
August	1550.1	7.1	91787.62	1393337.45	2.1	27148.45	161099.69
September	1582.4	9.1	120094.67	1513432.11	1.6	21115.55	182215.24
October	1577.6	10.2	134203.28	1647635.39	1.5	19735.78	201951.02
November	1465.2	16.6	202848.15	1850483.54	1.7	20773.61	222724.62
December	1382	12.4	142920.91	1993404.45	2.5	28814.70	251539.32
Annual Totals:	18340.600		1993404.45			251539.32	
Comments:	Interim Limit				Interim Limit		
	Tributary Strategy Limit		889,300		Tributary Strategy Limit		66,700
	Annual Average Requirement		3.6		Annual Average Requirement		0.27
	Floating Cap		550658.17		Floating Cap		41299.36
	Month of Exceedance		April		Month of Exceedance		May
			1	(calculated)			2
	Exceedance Date in April			(from MOR)	Exceedance Date in May		
	Days Non-Compliant in 2021		275		Days Non-Compliant in 2021		244
	Loading Exceedance in 2021		1442746.27		Loading Exceedance in 2021		210239.96

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EXHIBIT 15

TO

CONSENT DECREE

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Consent Decree Exhibit 15, Patapsco WWTP				MD0020601		2021		
Month	Flow	Nitrogen			Phosphorous			
	Mo. Totals (MG)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	
January			0.00	0.00		0.00	0.00	
February			0.00	0.00		0.00	0.00	
March			0.00	0.00		0.00	0.00	
April			0.00	0.00		0.00	0.00	
May	1558.1	13.2	171528.11	171528.11	2.2	28588.02	28588.02	
June	1686.9	10.8	151942.46	323470.57	2	28137.49	56725.51	
July	1585	14.6	192995.94	516466.51	2.8	37012.92	93738.43	
August	1550.1	7.1	91787.62	608254.13	2.1	27148.45	120886.88	
September	1582.4	9.1	120094.67	728348.80	1.6	21115.55	142002.43	
October	1577.6	10.2	134203.28	862552.07	1.5	19735.78	161738.20	
November			0.00	862552.07		0.00	161738.20	
December			0.00	862552.07		0.00	161738.20	
Annual Totals:	9540.100		862552.07			161738.20		
Comments: Seasonal limits: Days in violation is date of exceedance through 10/31. For TN, 122 days. For TP, 148 days.	Interim Limit				Interim Limit			
	Tributary Strategy Limit		333,330		Tributary Strategy Limit		33,330	
	Annual Average Requirement				Annual Average Requirement			
	Floating Cap		n/a		Floating Cap		n/a	
	Month of Exceedance		July		Month of Exceedance		June	
	Exceedance Date in July		2	(calculated)	Exceedance Date in June		6	(calculated)
				(from MOR)				(from MOR)
	Days Non-Compliant in 2021				Days Non-Compliant in 2021			
Loading Exceedance in 2021			529222.07		Loading Exceedance in 2021		128408.20	

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EXHIBIT 16

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Consent Decree Exhibit 16, Patapsco WWTP				MD0020601		2022	
Month	Flow	Nitrogen			Phosphorous		
	Mo. Totals (MG)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)
January	1612.8	18.8	252874.14	252874.14	2.4	32281.80	32281.80
February	1401.9	20.9	244359.58	497233.72	2.8	32737.17	65018.97
March	1535.7	22.2	284331.78	781565.50	2.1	26896.25	91915.22
April	1677.3	23.6	330132.90	1111698.40	2.6	36370.57	128285.80
May	1869.6	22.1	344593.45	1456291.85	1.6	24947.94	153233.74
June	1575.1	21.5	282431.18	1738723.03	0.9	11822.70	165056.44
July	1542.1	20.7	266225.06	2004948.09	0.6	7716.67	172773.11
August	1455	13.8	167458.86	2172406.95	0.8	9707.76	182480.87
September	1416.3	6.7	79140.01	2251546.96	0.7	8268.36	190749.23
October	1573.5	4.4	57741.16	2309288.12	0.2	2624.60	193373.83
November	1414.8	6.9	81416.08	2390704.20	0.2	2359.89	195733.71
December	1787.1	5	74522.07	2465226.27	0.2	2980.88	198714.59
Annual Totals:	18861.200		2465226.27			198714.59	
Comments:	Interim Limit				Interim Limit		
	Tributary Strategy Limit		889,300		Tributary Strategy Limit		66,700
	Annual Average Requirement		3.6		Annual Average Requirement		0.27
	Floating Cap		566288.67		Floating Cap		42471.65
	Month of Exceedance		March		Month of Exceedance		February
	Excedence Date in March		8	(calculated)	Excedence Date in February		9 (calculated)
				(from MOR)			(from MOR)
	Days Non-Compliant in 2022		299		Days Non-Compliant in 2022		326
	Loading Exceedance in 2022		1898937.60		Loading Exceedance in 2022		156242.94

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EXHIBIT 17

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CONSENT DECREE

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Consent Decree Exhibit 17, Patapsco WWTP				MD0020601		2022		
Month	Flow	Nitrogen			Phosphorous			
	Mo. Totals (MG)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	Mo. Avg. Conc. (mg/L)	Mo. Load (lbs/month)	Cum. Load (lbs/year)	
January			0.00	0.00		0.00	0.00	
February			0.00	0.00		0.00	0.00	
March			0.00	0.00		0.00	0.00	
April			0.00	0.00		0.00	0.00	
May	1869.6	22.1	344593.45	344593.45	1.6	24947.94	24947.94	
June	1575.1	21.5	282431.18	627024.64	0.9	11822.70	36770.64	
July	1542.1	20.7	266225.06	893249.70	0.6	7716.67	44487.31	
August	1455	13.8	167458.86	1060708.56	0.8	9707.76	54195.07	
September	1416.3	6.7	79140.01	1139848.57	0.7	8268.36	62463.43	
October	1573.5	4.4	57741.16	1197589.72	0.2	2624.60	65088.03	
November			0.00	1197589.72		0.00	65088.03	
December			0.00	1197589.72		0.00	65088.03	
Annual Totals:	9431.600		1197589.72			65088.03		
Comments: Seasonal limits: Days in violation is date of exceedance through 10/31. For TN, 155 days. For TP, 132 days.	Interim Limit				Interim Limit			
	Tributary Strategy Limit		333,330		Tributary Strategy Limit		33,330	
	Annual Average Requirement				Annual Average Requirement			
	Floating Cap		n/a		Floating Cap		n/a	
	Month of Exceedance		May		Month of Exceedance		June	
	Excedence Date in May		30	(calculated)	Excedence Date in June		22	(calculated)
	Days Non-Compliant in 2022			(from MOR)	Days Non-Compliant in 2022			(from MOR)
	Loading Exceedance in 2022		864259.72		Loading Exceedance in 2022		31758.03	
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EXHIBIT 18

TO

CONSENT DECREE

Consent Decree Exhibit 18, Missing Data
 Patapsco WWTP - MD0021601
 1/1/2017 - 8/31/2023

Monitoring Period End Date	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value	Incomplete DMR Count
6/30/2017	Cyanide, free [amen. to chlorination]	MO AVG	ppb			1
	Cyanide, free [amen. to chlorination]	MO LOAD	lb/d			
2/28/2019	Cyanide, free [amen. to chlorination]	MO AVG	ppb			1
	Cyanide, free [amen. to chlorination]	MO LOAD	lb/d			
3/31/2019	Solids, total suspended	MX MO AV	lb/d	18000		1
	Solids, total suspended	MX MO AV	mg/L	30		
	Solids, total suspended	MX WK AV	lb/d	27000		
	Solids, total suspended	MX WK AV	mg/L	45		
	Cyanide, free [amen. to chlorination]	MO AVG	ppb			
	Cyanide, free [amen. to chlorination]	MO LOAD	lb/d			
4/30/2019	Phosphate, ortho [as P]	MO AVG	lb/d			1
	Phosphate, ortho [as P]	MO AVG	mg/L			
6/30/2019	Oxygen, dissolved [DO]	INST MIN	mg/L	5		1
	pH	MAXIMUM	SU	8.5		
	pH	MINIMUM	SU	6		
	Phosphate, ortho [as P]	MO AVG	lb/d			
	Phosphate, ortho [as P]	MO AVG	mg/L			
	Heptachlor epoxide	QRTR AVG	mg/L			
	Chlorine, total residual	MAXIMUM	mg/L	0.1		

7/31/2019	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	18000	1
	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	30	
	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	27000	
	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	45	
9/30/2019	Solids, total suspended	MX MO AV	lb/d	18000	1
	Solids, total suspended	MX MO AV	mg/L	30	
	Solids, total suspended	MX WK AV	lb/d	27000	
	Solids, total suspended	MX WK AV	mg/L	45	
	Cyanide, free [amen. to chlorination]	MO AVG	ppb		
	Cyanide, free [amen. to chlorination]	MO LOAD	lb/d		
10/31/2019	Phosphate, ortho [as P]	MO AVG	lb/d		1
	Phosphate, ortho [as P]	MO AVG	mg/L		
11/30/2019	Phosphate, ortho [as P]	MO AVG	lb/d		1
	Phosphate, ortho [as P]	MO AVG	mg/L		
9/30/2020	Cyanide, free [amen. to chlorination]	MO AVG	ppb		1
	Cyanide, free [amen. to chlorination]	MO LOAD	lb/d		
11/30/2020	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	18000	1
	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	30	
	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	27000	
	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	45	
	Solids, total suspended	MX MO AV	lb/d	18000	
	Solids, total suspended	MX MO AV	mg/L	30	

	Solids, total suspended	MX WK AV	lb/d	27000	
	Solids, total suspended	MX WK AV	mg/L	45	
12/31/2020	Solids, total suspended	MX MO AV	lb/d	18000	1
	Solids, total suspended	MX MO AV	mg/L	30	
	Solids, total suspended	MX WK AV	lb/d	27000	
	Solids, total suspended	MX WK AV	mg/L	45	
	Phosphate, ortho [as P]	MO AVG	lb/d		
	Phosphate, ortho [as P]	MO AVG	mg/L		
1/31/2021	Solids, total suspended	MX MO AV	lb/d	18000	1
	Solids, total suspended	MX MO AV	mg/L	30	
	Solids, total suspended	MX WK AV	lb/d	27000	
	Solids, total suspended	MX WK AV	mg/L	45	
2/28/2021	Cyanide, free [amen. to chlorination]	MO AVG	ppb		1
	Cyanide, free [amen. to chlorination]	MO LOAD	lb/d		
	Phosphate, ortho [as P]	MO AVG	lb/d		
	Phosphate, ortho [as P]	MO AVG	mg/L		
3/31/2021	BOD, 5-day, 20 deg. C	MX MO AV	lb/d	18000	1
	BOD, 5-day, 20 deg. C	MX MO AV	mg/L	30	
	BOD, 5-day, 20 deg. C	MX WK AV	lb/d	27000	
	BOD, 5-day, 20 deg. C	MX WK AV	mg/L	45	
	Solids, total suspended	MX MO AV	lb/d	18000	
	Solids, total suspended	MX MO AV	mg/L	30	
	Solids, total suspended	MX WK AV	lb/d	27000	
	Solids, total suspended	MX WK AV	mg/L	45	
4/30/2021	Cyanide, free [amen. to chlorination]	MO AVG	ppb		1

	Cyanide, free [amen. to chlorination]	MO LOAD	lb/d		
	Phosphate, ortho [as P]	MO AVG	lb/d		
	Phosphate, ortho [as P]	MO AVG	mg/L		
5/31/2021	Phosphorus , total [as P]	MX MO AV	lb/d	1220	1
	Phosphorus , total [as P]	MX MO AV	mg/L	2	
	Phosphorus , total [as P]	MX WK AV	lb/d	1830	
	Phosphorus , total [as P]	MX WK AV	mg/L	3	
	Phosphate, ortho [as P]	MO AVG	lb/d		
	Phosphate, ortho [as P]	MO AVG	mg/L		

Total:	17
Days in Violation:	510

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EXHIBIT 19

TO

CONSENT DECREE

**Consent Decree Exhibit 19, Patapsco WWTP
Sampling/Analysis Violations Through August 31, 2023**

Sample Date	Cause
7/19/2023	holding time exceeded
6/18/2023	high incubator temperature
6/17/2023	high incubator temperature
6/16/2023	high incubator temperature
6/15/2023	high incubator temperature
6/14/2023	high incubator temperature
6/13/2023	high incubator temperature
6/12/2023	high incubator temperature
4/7/2023	holding time exceeded
2/7/2023	holding time exceeded
2/6/2023	holding time exceeded
2/5/2023	holding time exceeded
1/29/2023	sample overincubated
12/24/2022	holding time exceeded
12/3/2022	holding time exceeded
11/22/2022	holding time exceeded
11/19/2022	holding time exceeded
11/17/2022	holding time exceeded
10/9/2022	sample improperly preserved
10/5/2022	holding time exceeded
9/18/2022	holding time exceeded
	1 sample overincubated, 1 sample lost, OP
9/17/2022	holding time exceeded
9/16/2022	sample overincubated
9/10/2022	holding time exceeded
8/29/2022	holding time exceeded
8/12/2022	holding time exceeded
8/10/2022	holding time exceeded
8/3/2022	sample temperature >6 degrees C
8/1/2022	holding time exceeded
7/31/2022	sample temperature >6 degrees C
7/18/2022	sample temperature >6 degrees C
7/13/2022	high incubator temperature
7/11/2022	holding time exceeded
7/9/2022	high incubator temperature
7/8/2022	high incubator temperature
7/2/2022	sample temperature >6 degrees C
4/3/2022	holding time exceeded
3/4/2022	sample not properly incubated
12/13/2021	too high detection limit
11/30/2021	holding time exceeded
11/8/2021	holding time exceeded
11/7/2021	holding time exceeded
11/6/2021	holding time exceeded

11/4/2021	holding time exceeded
10/30/2021	improperly preserved by lab
10/25/2021	holding time exceeded
9/2/2021	holding time exceeded
8/30/2021	holding time exceeded
5/26/2021	holding time exceeded
5/16/2021	holding time exceeded
5/3/2021	holding time exceeded
4/27/2021	holding time exceeded
4/19/2021	OP sample unfiltered, holding time exceeded
4/5/2021	OP sample unfiltered, holding time exceeded
3/12/2021	TSS and BOD samples discarded
2/23/2021	too high detection limit
2/15/2021	holding time exceeded
1/31/2021	holding time exceeded
1/30/2021	holding time exceeded
1/25/2021	sample unfiltered
12/21/2020	sample lost
12/12/2020	holding time exceeded
12/11/2020	holding time exceeded
11/22/2020	holding time exceeded
9/24/2020	samples lost
9/22/2020	holding time exceeded
11/25/2019	OP result exceeded TP result
10/28/2019	OP result exceeded TP result
9/24/2019	wrong lab method used
9/5/2019	holding time exceeded
7/3/2019	holding time exceeded
6/10/2019	holding time exceeded
4/15/2019	holding time exceeded

STATE OF MARYLAND, DEPARTMENT OF THE ENVIRONMENT, ET AL

V.

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND

CASE NO: 24-C-22-000386

EXHIBIT 20

TO

CONSENT DECREE

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), is entered into this ____ day of _____, 2023, (the “Effective Date”) by and between

MAYOR AND CITY COUNCIL OF BALTIMORE
100 N. HOLLIDAY STREET, SUITE 400
BALTIMORE, MARYLAND 21202 (the “City”),

The MARYLAND DEPARTMENT OF THE ENVIRONMENT (the “Department”),

and

The CHESAPEAKE BAY TRUST (the “Trust”).

I. RECITALS

WHEREAS, the Department seeks to protect and restore the quality of Maryland’s air, water, and land resources, while fostering smart growth, economic development, healthy and safe communities, and quality environmental education for the benefit of the environment, public health, and future generations; and

WHEREAS, the Department’s Water and Science Administration is tasked with the protection and restoration of Maryland’s waters; and

WHEREAS, the City owns and operates the two largest wastewater treatment plants in the State of Maryland: the Back River Wastewater Treatment Plant, located at 8201 Eastern Avenue, Baltimore, Maryland (“Back River WWTP”), and the Patapsco Wastewater Treatment Plant, located at 3501 Asiatic Avenue, Baltimore, Maryland (“Patapsco WWTP”); and

WHEREAS, on January 21, 2022, the Department filed suit in the Circuit Court for Baltimore City, Case No. 24-C-22-000386, in which the Department alleges that the City’s operation of the Back River and Patapsco WWTPs and the alleged unauthorized discharge of pollutants—including nitrogen and phosphorus—undermined the efforts by Maryland and the other states in the Chesapeake Bay watershed to restore clean water in the Chesapeake Bay and the region’s streams, creeks, and rivers; and

WHEREAS, the Department and the City have entered into a Consent Decree, dated, *[insert date]* in Case No. 24-C-22-000386 (“Consent Decree”), which resolves the alleged violations that occurred at Back River WWTP and Patapsco WWTP, and in which the City agreed to satisfy a portion of its civil penalty liability through the completion of the Patapsco and Back

River Watershed Water Quality Improvement and Restoration Supplemental Environment Project (“Patapsco and Back River SEP”); and

WHEREAS, the Department and the City have agreed in the Consent Decree that the Patapsco and Back River SEP shall consist of: (i) a directed contribution totaling \$1,900,000 to the Trust for the purpose of funding water quality improvement and restoration projects in the Patapsco and Back River watersheds that have a reasonable nexus to water quality impacts associated with alleged violations of the Back River and Patapsco WWTP Discharge Permits that are the subject of this Consent Decree and (ii) follow-up reporting; and

WHEREAS, the Trust, a nonprofit entity established by the Maryland General Assembly pursuant to the Annotated Code of Maryland, § 8-1901, *et. seq.* of the Natural Resources Article in 1985 to promote public awareness and participation in the restoration and protection of the water quality, aquatic and land resources of the Chesapeake Bay, and other aquatic and land resources of the State, is authorized to contract with other units of government, including the Department and the City; and

WHEREAS, the Trust has developed a grant management process and possesses the technical, financial, and managerial capacity to assist the City and Department with the timely and appropriate commitment and expenditure of Patapsco and Back River SEP funds to expedite the implementation of water quality and environmental restoration projects to fulfill the goals of the Patapsco and Back River SEP; and

WHEREAS, the Trust has grant programs that will target geographic areas of interest to the Department for water quality and habitat improvements while using best practices to increase inclusion of individuals and groups from diverse backgrounds per the Trust’s Diversity and Inclusion value in the Trust’s strategic plan and guided by the Diversity and Inclusion Committee; and

WHEREAS, the Trust has a governance and oversight structure with formal representation from local government, State natural resource agencies, and the Maryland General Assembly, and utilizes independent technical review committees to review proposals and recommend awards made through its competitive grant programs; and

WHEREAS, the parties desire to enter into this Agreement in order to: (i) document the City’s contribution to the Trust under the Consent Decree, which contribution shall be held by the Trust in a dedicated fund; (ii) provide that the Trust will award competitive grants from the dedicated fund, subject to the approval of the Department, to non-profit organizations, community associations, academic institutions, individual homeowners, and state and local governments for the completion of projects in order to carry out the purpose of the Patapsco and Back River SEP; (iii) provide for a reporting requirement by which the Trust shall submit timely reports to the Department and the City on its expenditure of the City’s contribution and any balance remaining in the dedicated fund; and (iv) provide that, if any amount of the City’s contribution remains

unawarded by the Trust on the seventh anniversary of the effective date of the Consent Decree, that amount shall revert to the Department in accordance with the Consent Decree; and

WHEREAS, the City and Department have chosen the Trust, and the Trust has agreed, to perform the work described herein and to be bound by the terms of this MOU; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

II. PURPOSE OF THE MOU

The purpose of this MOU is for the Trust to use its existing grant programs, or other similar programs, to expend the City's contribution of \$1,900,000.00 (collectively, or any portion thereof, the "Patapsco and Back River SEP Funds") to implement water quality and environmental restoration projects that will improve the water quality and aquatic and land habitats of the Patapsco and Back River watersheds.

III. ROLES AND RESPONSIBILITIES

A. CITY

1. The City shall provide Patapsco and Back River SEP Funds to the Trust in a manner acceptable to the City and the Trust (i.e., check, wire, or ACH) for implementation of water quality and environmental restoration projects.
2. The City shall track when Patapsco and Back River SEP Funds are transferred to the Trust and provide that information to the Department.
3. The City's responsibilities with respect to any water quality and environmental restoration projects selected by the Trust for award under this MOU shall be strictly limited to the transfer of Patapsco and Back River SEP Funds to the Trust. The City shall not be responsible under this MOU for the administration of any Trust grant award or contracts arising from such grants, nor shall the City be responsible for the design, construction, implementation, oversight, inspection, maintenance, or the successful completion of any water quality and environmental restoration projects selected by the Trust and funded by Patapsco and Back River SEP Funds under this MOU. Following transfer of Patapsco and Back River SEP Funds to the Trust, the City shall have no responsibilities, financial or otherwise, as to any projects funded under this MOU.

B. DEPARTMENT

1. In accordance with the process contained in Appendix A to this MOU, the Department agrees to accept the City's payment of the Patapsco and Back River SEP Funds to the Trust for water quality and environmental restoration projects to satisfy the City's obligation to complete the Patapsco and Back River SEP.

2. The Department may participate on the Trust's Technical Review Committee and submit approval for project selection, if applicable, as outlined in Appendix A.
3. The Department and the City shall receive from the Trust an annual report of the projects funded under this MOU as outlined in Appendix A. The Department will review these annual reports to ensure that the Trust is awarding Patapsco and Back River SEP Funds in a timely manner and consistent with the purposes of this MOU. If the Department determines that the Trust's awarding of Patapsco and Back River SEP Funds is inconsistent with this MOU, it shall notify the Trust in writing within 30 days (with a copy to the City) and request a meeting to resolve the conflict.

C. CHESAPEAKE BAY TRUST

1. The Trust shall track Patapsco and Back River SEP Funds received from the City and the Trust shall place the Patapsco and Back River SEP Funds in an account to be used solely for administering and awarding funding to Grantees.
2. The Trust shall use Patapsco and Back River SEP Funds in a timely manner but will give consideration to identifying quality projects that are most likely to succeed.
3. The Trust shall be solely responsible for administration of any grants or contracts for the water quality and environmental restoration projects funded in whole or in part by Patapsco and Back River SEP Funds provided by the City under this MOU, including, but not limited to, all labor, equipment, outreach, and resources necessary for the design, construction, implementation, oversight, maintenance, and successful completion of such project.
4. The Trust shall use the Community Engagement and Restoration mini-grant program, the Outreach and Restoration grant program, or similar programs as approved by all the Key Personnel listed in Section VI of this MOU to solicit and fund environmental restoration projects, as outlined in Appendix A.
5. The Trust shall invite the Department to participate in any applicable Technical Review Committee and shall notify it of project approval, as outlined in Appendix A.
6. The Trust shall submit to the Department and the City an annual report of the projects funded under this MOU as outlined in Appendix A.
7. The Trust shall retain and maintain all records and documents relating to this MOU for three (3) years after completion of any Trust project funded by Patapsco and Back River SEP Funds or for a longer period if required by applicable law. Records and documents relating to this MOU shall include, but not be limited to, all documentation prepared by or for the Grantees.
8. The Trust shall make available for inspection all records and documents relating to this MOU upon request of the Department or the City, however the City will not be provided records and documents related to the development of specific RFPs or applicants' responses thereto. All records and documents relating to this MOU are subject to audit by the Department or an authorized representative of the Department. The Trust shall promptly grant access to its facilities to authorized Department representative(s) for review of documents, information and interviews of Trust personnel. The Trust will provide to the Department upon request copies of any invoices, records, timesheets, work logs, contracts,

or any other documents or information needed in order for the Department to comply with State or federal reporting and audit requirements.

9. For its services, the Trust shall be entitled to an administrative fee. The Trust's administrative fee will be paid out of the Patapsco and Back River SEP Funds provided by the City, and may not exceed 10% of the total Patapsco and Back River SEP Funds. The Trust will provide advance notice to the Department and the City of its administrative fee.

IV. TERM AND RENEWAL

The MOU shall become effective on the Effective Date as set forth above and shall remain in full force and effect for a period of seven years, unless otherwise terminated in accordance with this MOU.

The term of this MOU may be extended by written agreement of all the Parties.

V. TERMINATION

The Department or the Trust may terminate this MOU with written notice given ninety (90) days in advance to all other Parties. Any unencumbered Patapsco and Back River SEP Funds will be returned to the Department within sixty days (60) of the termination date.

VI. KEY PERSONNEL

The Parties agree that the following named individuals shall have authority to act under this MOU for their respective Parties:

City: Richard J. Luna
Interim Director
Department of Public Works
200 N. Holiday Street, 6th Floor
Baltimore, MD 21202
(410)396-3310
Richard.Luna@baltimorecity.gov

Department: Lee Currey
Director
Water & Science Administration
Maryland Department of the Environment
1800 Washington Blvd.
Baltimore, MD 21231

Trust: Sadie Drescher
Vice President, Programs for Restoration
(410) 974-2941 x105
sdrescher@cbtrust.org

Should these individuals become unavailable during the period of performance, personnel of equivalent capability shall be assigned to complete the work under this MOU.

VII. FUNDING

A. The City shall provide the Trust with funds not to exceed \$1,900,000.00 for tasks performed in accordance with this Agreement.

B. The City shall provide the Trust with such funds in three equal installments on November 30, 2023, July 31, 2024, and July 31, 2025.

C. The Trust shall submit invoices to the City on November 16, 2023, May 31, 2024, and May 31, 2025 for the installments due on November 30, 2023, July 31, 2024, and July 31, 2025, respectively at the following address:

Richard J. Luna
Interim Director
Department of Public Works
200 N. Holiday Street, 6th Floor
Baltimore, MD 21202
(410)396-3310
Richard.Luna@baltimorecity.gov

D. Such funds shall be used solely and exclusively for tasks performed and materials required in accordance with this Agreement and the Scope of Work.

E. If any funds remain unawarded under the terms of this Agreement at the termination of this Agreement, such funds shall revert to the Department in satisfaction of the City's obligation to a portion of the civil penalty under the Consent Decree.

VIII. GENERAL PROVISIONS

A. **NON-EXCLUSIVITY.** The Trust shall retain the right to accept funding from other sources for the water quality and environmental restoration projects.

B. **INDEMNIFICATION.** Recognizing that the Trust is subject to limitations on the indemnity that it can legally provide, the Trust agrees, to the extent permitted by the Maryland Tort Claims Act, Maryland Code, State Government Article, Section 12-101 *et. seq.*, subject to the availability of appropriations, and the fullest extent permitted by law, to indemnify, defend, and

hold harmless the Department and the City, their officers, directors, agents and employees from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this MOU, either by the Trust or any subcontractor, or their employees, agents, or representatives. This is not deemed as a waiver of any immunity which may exist in any action. The Department and the City do not waive any right or defense, or forebear any action, in connection herewith.

C. RESOLUTION OF DISAGREEMENTS. Should disagreements as to the implementation or interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each Party and presented to the other Parties for consideration. If agreement on interpretation is not reached within thirty (30) days, the Parties shall forward the written presentation of the disagreement to a higher official in each agency for appropriate resolution.

D. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOU shall be construed to: (1) provide a benefit to any third-party; (2) operate in any way as a promise, covenant, warranty, or other assurance to any third-party; or (3) create any obligation to any third party.

E. AMENDMENTS TO MOU. This MOU may not be amended or modified except with the written agreement of all the Parties.

F. AMENDMENTS TO APPENDIX A. The Parties acknowledge and agree that Appendix A is the result of a joint effort by the Parties. Because Appendix A is intended to be a working document that may evolve over time, the Parties agree that Appendix A may be amended periodically, but not more frequently than once every six months, with the written agreement of all the Key Personnel listed in Section VI of this MOU.

G. MARYLAND LAW PREVAILS. This MOU shall be governed by and construed under the laws of the State of Maryland.

H. AUTHORITY. Each Party to this MOU acknowledges and agrees that it has the full right, power, and authority to execute this MOU, and to perform the obligations hereunder.

I. MERGER. This MOU, all appendices and approved modifications hereto (hereinafter referred to collectively as "MOU Documents"), embody the entire MOU of the Parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

J. ELECTRONIC SIGNATURES. Signatures provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail or by an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the Parties have executed this MOU by causing the same to be

signed by their duly authorized representatives on the day and year first above written.

WITNESS

MARYLAND DEPARTMENT OF THE ENVIRONMENT

By: _____

Lee Currey
Director
Water & Science Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Jonathan E.C. May
Assistant Attorney General for the Maryland
Department of the Environment

WITNESS

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND

By: _____

Richard J. Luna
Interim Director
Department of Public Works

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Darnell E. Ingram
General Counsel

WITNESS

CHESAPEAKE BAY TRUST

By: _____

Jana Davis, President

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APPENDIX A SCOPE OF WORK

I. Project Goal

The purpose of this MOU is for the Trust to expend the City's contribution of the Patapsco and Back River SEP funds ("Patapsco and Back River SEP Funds") to implement water quality and environmental restoration projects that will improve the water quality and aquatic and land habitats of the Patapsco and Back River watersheds.

Expenditure of Patapsco and Back River SEP Funds will provide communities affected by the operation of, and the unauthorized discharge of pollutants from, the Back River Wastewater Treatment Plant ("Back River WWTP") and the Patapsco Wastewater Treatment Plant ("Patapsco WWTP") with water quality improvement and restoration projects in the Patapsco and Back River watersheds that have a reasonable nexus to water quality impacts associated with alleged violations of the Back River and Patapsco WWTP discharge permits. Through the Patapsco and Back River SEP, the Trust awards competitive grants to non-profit organizations, community associations, academic institutions, and state and local governments for projects designed to improve water quality or restore aquatic habitat in the Patapsco and Back River watersheds ("Patapsco and Back River Water Quality Projects").

The objectives of the Patapsco and Back River SEP are to: (1) Improve water quality and/or ecological function in the Patapsco estuary and/or upstream waters; (2) Improve water quality and/or ecological function in the Back River and/or upstream waters; (3) Reduce impacts from pollution in these waterways; (4) Improve public education/transparency about water quality; and (5) Provide mitigation or remediation benefits for harms to water quality and the aquatic environment.

II. Scope of Work

The Trust shall administer the Patapsco and Back River SEP Funds received from the City to Grantees during each Grant Cycle in accordance with the Trust's standard operating procedures and pro-forma award agreement.

The Trust shall evaluate grant requests with priority given to Environmental Justice, which includes that:

- i. Priority shall be given to projects that provide tangible benefits to areas or populations that currently bear a disproportionate percentage of pollution burdens.
- ii. The Trust shall either use the overburdened/underserved definition and map, or use a threshold in the Maryland EJScreen tool (e.g., top quartile or quintile of index).

- iii. The Trust shall either create a project scoring rubric that gives a maximum number of points for being in one of the “environmental justice” areas (see above), or establish a sub-account dedicated for projects in these areas and require a minimum amount of the SEP award be provided to that account (e.g., 40% would dovetail with the Justice 40 principle).

Eligible project types include, but are not limited to, upland, aquatic, and wetlands restoration and protection projects or best management practices. The Trust shall evaluate proposals with consideration given to, among others:

Evaluation criteria (nonexclusive list of factors to consider in evaluating proposals include the following):

- A. Remediation/mitigation for impacts associated with the City’s wastewater treatment plants
- B. Reduction of nutrient / sediment pollution
- C. Reduction of toxins, metals, and trash
- D. Reduction of human health impacts associated with exposure to pollution
- E. Reduction of cumulative impact
- F. Community involvement (e.g., number of volunteers engaged in installation of project or users of the feature)
- G. Education about water quality
- H. Climate co-benefits (e.g., mitigates flood risk, urban heat, etc.)
- I. Leverage (i.e., proposals evaluated based on total reduction, not just reduction funded by the award in order to drive public or private cost-share funding)
- J. Cost-effectiveness (not limited to nutrients, but on \$/LB of any pollutant)
- K. Innovation (stimulates and catalyzes adoption of a new technology)

Nonconflicted parties to this MOU will agree on the final list of review criteria that will be published with the RFPs.

Eligible projects shall be targeted to the Patapsco and Back River watersheds as follows. The Trust shall ensure that funds are awarded for projects in both the Patapsco and Back River watersheds, and shall endeavor to allocate at least \$300,000 in awards for projects in the Patapsco River watershed and \$600,000 in awards for projects in the Back River watershed.

Eligible project applications shall include 1) property owner approval and 2) long-term (~2-5 years) maintenance and protection of the site, if applicable.

III. Services

To fulfill its obligations under this Agreement, the Trust shall provide the following services:

1. Public Participation

The Trust will use best management practices in participatory grant-making, including for example pre-RFP listening sessions, post-RFP release applicant workshops, and select community members involved in the Technical Review Committee.

2. Request for Proposals (RFP) stage

The Trust will work with Department staff to develop or modify one or more RFP(s) to be used to solicit project proposals. RFP development/modification includes articulation of grant program criteria used to evaluate each proposal, including maximum award amount, project type, type of applicant, capacity of applicant to lead a project.

3. Outreach and Technical Assistance

The Trust will work with Department staff on outreach, technical assistance, project solicitation, project selection, implementation schedule, and monitoring protocols for the Grant Program. The Trust will offer site visits and/or technical meetings to potential applicants, assist in the identification of engineers or contractors, and in appropriate cases, provide sample conceptual designs to potential grantees. The Trust may organize, with the Department's participation, workshops to answer any questions and assist in proposal development. The Trust will use its existing system of online grant applications to electronically receive proposals.

4. Review Stage

All awards in the Grant Program(s) will be made through a competitive process developed by the Trust and reviewed and approved by the Department. The Trust will establish one or more Technical Review Committees (Committees), in cooperation with the Department, composed of funding partners, Trust staff and board members, and technical experts, and the Department's Program Manager authorized to allocate funding to awards on behalf of the Department.

The Committee will evaluate each project based on information in the proposal, as well as information from site visits undertaken by members of the Trust and/or the Department. A ranking process developed by the Trust, and reviewed and approved by the Department, and interviews with applicants will be used by the Committee to evaluate proposals and make the best determinations for grant awards. The Trust's Board of Trustees has fiduciary oversight responsibility.

In addition, the Technical Review Committee will be asked to recommend refinements to the RFP based on new scientific data, experiences from the previous cycle, or other information that has been collected.

5. Award and Project Management Stage

The Trust will meet with all Grantees undertaking restoration projects at key phases of project implementation, including finalization of design, pre-construction meetings, construction oversight site visits at a frequency to be determined on a project-by-project basis depending on the characteristics of the project and the experience and capacity of the grantee, and final construction walkthrough. Projects that require construction permits through the Department will be inspected for permit compliance by the Department. The Trust will manage tasks such as distribution of grant dollars, phasing grant awards, reviewing grant revisions, reviewing status reports, managing budgets, reviewing final grant award reports, and documenting and preparing achievements of impervious area treatment and relevant stormwater management project information. The Trust will require applicants to submit maintenance agreements for all projects on private and/or municipal properties.

6. Reporting

The Trust will require all Grantees to submit progress and final reports including a detailed description of the project and any associated copies of invoices. In addition, the Trust will conduct final site visits for all completed restoration construction projects. As appropriate, the Trust will modify its data collection and reporting forms to include additional information requested by the Department.

7. Final Project Stage

The Trust will provide project data to the Department and the City for each implementation project for the Department’s and the City’s records. The Trust will not be responsible for project monitoring or maintenance.

For these services, the Trust may charge an administrative fee not to exceed 10% of the program funds.

IV. Tentative Work Schedule

The Trust will administer the Grant Program according to the following tentative work schedule.

GRANT CYCLE (to be repeated each subsequent year of the Agreement)	
October/November	Trust and Department develop/modify Request(s) for Proposals
December	Trust releases Request(s) for Proposals
December to March	Trust provides program outreach until the due date and beyond
January to March	Trust identifies Technical Review Committee members

GRANT CYCLE	
(to be repeated each subsequent year of the Agreement)	
	with input from the Department
March	Proposals due
April	Technical Review Committee meets to recommend proposals for funding
May	Proposals Approved or Declined
May	Trust submits Award Notification and Project Descriptions letter to Department
June/July	Trust distributes first phase of funding to grantees and projects begin
Ongoing throughout the Agreement period	Trust submits quarterly Interim Progress Reports to Department

V. Progress Report Schedule

The Trust will furnish the Department and the City with an Award Notification and Project Descriptions letter, Interim Progress Reports, and a Final Report indicating progress and performance according to the schedule provided in the table below.

PROGRESS REPORT SCHEDULE	
July 15 of each year	Interim Progress Report
October 15 of each year	Interim Progress Report
January 15 of each year	Interim Progress Report
April 15 of each year	Interim Progress Report
End of the Agreement Period	Final Report