

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

TAMPA BAY WATERKEEPER, OUR CHILDREN'S EARTH FOUNDATION and SUNCOAST WATERKEEPER, Plaintiffs, v. CITY OF LARGO, FLORIDA, Defendant	Civil Case No. 8:20-cv-01742-CEH-AAS
--	--------------------------------------

STIPULATED ORDER OF DISMISSAL

AND COURT'S RETENTION OF JURISDICTION

WHEREAS, Plaintiffs, Tampa Bay Waterkeeper ("TBWK"), Our Children's Earth Foundation ("OCE") and Suncoast Waterkeeper ("SCWK") (collectively, "Environmental Groups" or "Plaintiffs") brought this civil suit under the citizen suit enforcement provision of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq. ("Clean Water Act" or "CWA") (see 33 U.S.C. § 1365).

WHEREAS, this citizen suit action alleges the following violations of the Clean Water Act: (1) violations of the State of Florida Domestic Wastewater

Facility Permit National Pollutant Discharge Elimination System (“NPDES”) Permit No. FL0026603 (“NPDES Permit”) (Causes of Action One and Four); (2) discharges of pollutants to waters of the United States without an NPDES Permit authorization in violation of Section 301(a) of the Clean Water Act 33 U.S.C. §1311(a) (Cause of Action Two); and (3) violations of the State of Florida Municipal Separate Storm Sewer System Permit, NPDES Permit Nos. FLS000005-003 and FLS000005-004 (collectively, “MS4 Permits”) (Cause of Action Three). The citizen suit alleges that the City’s alleged violations of the Clean Water Act, its MS4 Permits and its NPDES Permit are ongoing and continuous. Plaintiffs’ February 11, 2021 Sixty-Day Notice of Violations of Clean Water Act and Notice of Intent to File Suit (Phosphorus Effluent Limit) alleges additional CWA violations that Plaintiffs intend to include in this action.

WHEREAS, Plaintiffs and Defendant the City of Largo, Florida (“Defendant” or “City”) hereby enter into this Stipulated Order of Dismissal and Court’s Retention of Jurisdiction (“Stipulated Order”) in settlement of this action.

NOW, THEREFORE, the Parties hereby stipulate and the Court orders as follows:

1. Injunctive Relief and Remedy: The City agrees to perform all work specified in the Statement of Work for Corrective Action attached hereto as Attachment A, which is expected to: (a) bring the City into full compliance with

its National Pollutant Discharge Elimination System (“NPDES”) Permit No. FL0026603 and (b) improve the City’s sanitary sewer system infrastructure to reduce the risk of Sanitary Sewer Overflows (“SSOs”) throughout the City’s Wastewater Collection System (“WCS”) and at the Largo Wastewater Reclamation Facility (“WWTF”).

2. Reporting and Communication Between the Parties

a. Until Termination, the City shall report to the Environmental Groups as follows:

(1) The City shall deliver CMOM updates and the attached report form at Attachment B semi-annually to Plaintiffs every year until Termination. The first semi-annual report will be due on June 1, 2021.

(2) The City shall deliver contemporaneous courtesy copies to Plaintiffs of the following documents submitted to the Florida Department of Environmental Protection (“FDEP”): (1) WCS permit applications, (2) WWTF permit modification or renewal applications, (3) petitions for variances, and (4) requests for amendments to Consent Order OGC File No. 03-0666 regarding NPDES Permit File No. FL0026603 or Consent Order OGC File No.

03-0666 and/or regarding permits needed to implement the Statement of Work for Corrective Action at Attachment A herein.

(3) If additional documents are requested by Plaintiffs, the City will reasonably respond with documents in the City's or its consultant's possession consistent with Florida's Public Records Law, Chapter 119, Florida Statutes. Nothing herein prevents the City from regularly communicating directly with the Environmental Groups' consultant concerning the work required hereunder.

b. All documents and payments required to be forwarded by one Party to another shall be sent to the following individuals as electronic computer files at the e-mail addresses specified below, or to a mailing address if a given document cannot be e-mailed. Any change in the individuals designated by either Party must be made in writing to the other Parties.

Plaintiff Environmental Groups:

Justin Bloom, Esq.
PO Box 1028
Sarasota, FL 34230
bloomesq1@gmail.com

Defendant City of Largo:

Henry Schubert, City Manager
PO BOX 296
Largo, FL 33779
hschuber@largo.com

With a required copy to:

Alan S. Zimmet, City Attorney
Bryant Miller Olive P.A.
201 North Franklin Street, Suite 2700
Tampa, FL 33602
azimmet@bmolaw.com

3. Incorporation and Modification

a. This Stipulated Order and its Attachments contain the entire agreement between the Parties, and no material modifications shall be valid unless in writing, mutually agreed to and executed by the Parties, and entered by the Court. Non-material changes to this Stipulated Order, including its Attachments, may be made by written agreement of the Parties without Court approval and such written modifications shall be deemed incorporated into this Stipulated Order. The parties may by mutual agreement determine whether a modification is non-material. An extension of a prospective deadline that does not exceed six (6) months shall be considered a non-material modification. The City may request a modification that extends prospective deadlines on the basis that compliance with the stated deadline is no longer feasible due to unforeseen circumstances over which it has no reasonable control. If Plaintiffs disagree with the City's requested modification, the matter will be resolved under the Dispute Resolution Provisions of Paragraph 4.

b. The definitions set forth in Attachment A (Statement of Work) shall also apply to the terms used in this Stipulated Order, as applicable, unless expressly provided otherwise herein.

c. A final issuance of NPDES Permit File No. FL0026603-014-DW1P/RO shall not constitute a basis for modification of this Stipulated Order without Plaintiffs' agreement, and the Defendant shall not invoke Dispute Resolution to modify this Stipulated Order on the basis of a subsequent issuance of NPDES Permit File No. FL0026603-014-DW1P/RO. The Parties' mutual agreement to this Stipulated Order is given with full knowledge of NPDES Permit File No. FL0026603-014-DW1P/RO. All of Defendant's commitments herein and in Attachment A (Statement of Work) are independent of NPDES Permit File No. FL0026603-014-DW1P/RO

4. Dispute Resolution: Except as specifically provided in Paragraph 3.c and 10, the Dispute Resolution procedure of this Paragraph will be the exclusive mechanism to resolve any disputes arising under this Stipulated Order. Any dispute that arises under this Stipulated Order will initially be subject to a period of informal negotiations, which shall not extend beyond thirty (30) days unless the Parties otherwise mutually agree in writing to an extension of the informal negotiation period and/or a mediation process. The dispute shall be considered to have arisen on the date one Party receives written notification from

the other, specifically referencing this Paragraph, that there is a dispute and identifying the matter and nature of the dispute. If the Parties cannot resolve a dispute by informal negotiations, whether before or immediately after the lapse of the thirty (30) day informal negotiation period (or lapse of any extension which was agreed to in writing by the Parties), then the Parties may select an agreed upon a mediator within 15 days. If a mediator cannot be agreed to in this timeframe, the Parties shall jointly request that the Court appoint a Magistrate to mediate the dispute. If the Court declines to appoint a Magistrate within fourteen (14) days of the Parties' request, the Parties will then seek the intervening role of a certified federal court mediator, with such individual chosen by mutual agreement of the Parties. If the Parties cannot agree upon a mediator after exchanging no fewer than three (3) proposed mediator recommendations per party, then after a period of thirty (30) days (following the expiration of the informal negotiation period), either Party may file a dispute resolution motion with the Court. If the Parties agree to a mediator, then the mediation period shall not extend beyond forty-five (45) days from the end of the informal negotiation period, unless the Parties otherwise mutually agree in writing to an extension of the mediation period. If the Parties cannot resolve a dispute by mediation, at the conclusion of the forty-five (45) day mediation period, either Party may file a dispute resolution motion with the court. The

motion shall refer to this Paragraph 4 of the Stipulated Order and shall set forth the nature of the dispute and a proposal for its resolution. The opposing Party shall have thirty (30) days in which to file a response with an alternate proposal for resolution. As to any and all disputes under this Paragraph, the Court shall determine which proposed resolution is most in keeping with the objectives, goals and requirements of this Stipulated Order and the Clean Water Act.

5. Attorneys' Fees and Costs: Within fourteen (14) days of the Effective Date, the City shall pay \$295,000 under section 505(d) of the Clean Water Act for Plaintiffs' attorneys' fees, expert fees and costs incurred through the date of the City's execution of this Stipulated Order and for Plaintiffs' costs of monitoring the City's compliance with the terms of this Stipulated order and its Attachments, pursuant to 33 U.S.C. § 1365(d). Plaintiffs will provide payment instructions within seven (7) days of the Effective Date.

6. Public Interest Project: Within fourteen (14) days of the date of entry of this Stipulated Order by the Court, the City shall make a payment of \$100,000 to Tampa Bay Estuary Program ("TBEP") to be used for projects to secure significant environmental benefits to the watersheds and ocean waters in and adjacent to the City. All payments to TBEP shall only be used for the express purpose of projects in Old Tampa Bay for nutrient reduction, habitat restoration (e.g., artificial reefs, seagrasses, oyster beds, wetlands, stream restoration) or

water quality monitoring or improvements. The payment due hereunder to TBEP shall be sent to Tampa Bay Estuary Program (263 13th Avenue South, Suite 350, St. Petersburg, FL 33701).

7. **Public Information**: Within thirty (30) days of the date of this Stipulated Order, the City will change then maintain its website to include descriptions of SSOs for the preceding calendar quarter, a link to the FDEP Pollution Notice website, and a link to the webpage for the Florida Department of Health in Pinellas County.

8. **Stipulated Payments**

a. **Schedule of Amounts**: The City shall pay stipulated payments to TBEP for non-compliance with this Stipulated Order between the Effective Date of this Stipulated Order and Termination, according to the schedule below:

(1) **Reporting Deadlines**: \$400 per business day of non-compliance from the day a report is due under section 2a.(1) and 2a.(2) of this Stipulated Order, until a complete report has been delivered, and \$200 per business day of noncompliance for failure to change then maintain the City's website under Paragraph 7.

(2) **Work Commitments for the Wastewater Treatment Facility set forth in sections I.1.a, I.2., and I.3. of the Attached Statement of Work, and for the Wastewater Collection System set forth in sections II.1., II.2., II.3., II.4., and II.5, of the Attached Statement of Work**: \$500 per day late until work has been complete.

(3) **Non-compliance with Permit effluent limits**:

(a) Total Nitrogen: \$3,000 per month for (1) any month between the Effective Date until the Compliance Date in which the City exceeds 19 tons/year TN five-year average effluent limit calculated for the Outfall, adjusted for normalization during the Compliance Schedule under Attachment A (Statement of Work) Paragraph I.1.c, to be calculated by the City annually every year on June 1 for the entire prior calendar year; or for (2) any month during the period starting from three (3) months after the Compliance Date until Termination in which the City exceeds 19 tons/year TN five-year average effluent limit calculated for the Outfall without any allowance for normalization or credit for the Feather Sound pond system.

(b) Dichlorobromomethane and Fecal Coliform: After January 2025, the City will pay \$2,000 per month for any month in which the City violates its permitted effluent limits regarding Dichlorobromomethane (22 ug/L annual average) or fecal coliform (75% monthly minimum detection limit) measured at the WWTF, to be calculated by the City: for fecal coliform, on a monthly basis; and for Dichlorobromomethane, annually on June 1 for the preceding twelve (12) month period. Any stipulated payment due under this subparagraph 3(b) shall be reduced by any penalty paid to FDEP for violations of the same effluent limit in the same month. Further, if the NPDES Permit effluent limits for Dichlorobromomethane or the fecal coliform detection limit are revised in a subsequently issued final NPDES Permit modification or renewal, stipulated payments hereunder will continue to apply to the City's violations of such revised limits.

b. Notifications and Timing of Payment

(1) Violations under subparagraphs 8.a(1) and (2): The City will pay TBEP within thirty (30) days of receipt of Plaintiffs' written demand of

noncompliance. If the City disputes its liability for any stipulated payment(s) demanded by Plaintiffs, it will provide a written notice of a dispute to Plaintiffs by no later than the payment due date, and the matter will be resolved through Dispute Resolution under Paragraph 4 of this Stipulated Order. No stipulated payments will be due to TBEP in the event Plaintiffs do not make a demand for stipulated payments hereunder to the City within sixty (60) days of the alleged violation. Likewise, stipulated payments shall be imposed if the City fails to notify Plaintiffs of a dispute by the due date herein.

(2) NPDES Effluent Limit Violations under subparagraph 8.a(3)(a) and (b): The City will pay TBEP on July 1 of every year until Termination for violations identified in the June 1 semi-annual report for the prior calendar year, without Plaintiffs making a written demand. For any violations occurring after April 2028 and before Termination, Defendant will pay all stipulated payments due hereunder prior to Termination.

c. TBEP Payments: Any payment due to TBEP under this Paragraph shall only be used for the express purpose of projects identified in Paragraph 6 above. The City shall provide to Plaintiffs' representatives identified in paragraph 2.b a copy of all stipulated payment(s) to TBEP under this Stipulated Order, identifying the violations for which payment is made.

9. Effective Date: This Stipulated Order becomes effective on the date signed and entered by the Court, following the requisite forty-five (45) day review period by the United States under section 505(c)(3) of the Clean Water Act, 33 U.S.C. § 1365(c)(3). Plaintiffs are responsible for providing a copy of this Stipulated Order to the United States Environmental Protection Agency and the United States Department of Justice.

10. Termination: The City shall initiate termination by providing notice, which will include a report on each compliance component of this Stipulated Order, to Plaintiffs of full completion of all requirements of this Stipulated Order in that all work required in the attached Statement of Work for Corrective Action has been completed and all payments due TBEP have been paid in full. Plaintiffs will respond to the City's notice within fourteen (14) days of receipt with its position on the City's representation of completion. If Plaintiffs agree with the City that the work is complete, then the Parties shall file a joint motion for termination within seven (7) days. The City's notice will be certified by a City of Largo senior management official and state as follows:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering such information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete.

If Plaintiffs dispute the City's completion of the requirements hereunder, the City may move the Court for termination of the Stipulated Order on the basis that it has completed all requirements identified in this Paragraph and request a hearing on the motion. The Court's review of any such motion will be limited to a determination as to whether the City has completed all the requirements identified in this Paragraph. In any case, this Stipulated Order and the Court's jurisdiction under this Stipulated Order shall terminate no later than December 31, 2028.

11. Retention of Jurisdiction: The Court shall retain jurisdiction to enforce the terms of this Stipulated Order and its Attachments until Termination and to resolve disputes that are not resolved through the dispute resolution process prescribed above that may arise between the Parties.

12. Dismissal and Release: In consideration of the City's agreement to this Stipulated Order and Attachments, Plaintiffs' agree that all the claims alleged in the Complaint and in the Plaintiffs' February 11, 2021 Sixty-Day Notice of Violations of Clean Water Act and Notice of Intent to File Suit (Phosphorus Effluent Limit) ("February Notice") through the Effective Date are dismissed with prejudice consistent with the terms and condition of this Stipulated Order. The settlement of this action as embodied in this Stipulated Order and its Attachments is fair, reasonable, in the public interest, and furthers the objectives

of the Clean Water Act. The Parties agree that this Stipulated Order will fully and finally resolve, and release the City, from any and all of Plaintiffs' claims for civil penalties, attorneys' fees, costs, expert fees, declaratory and injunctive relief, which have been asserted, or could have been asserted against the City, in this action (including, but not limited to, those in the February Notice), for alleged Clean Water Act violations, and for any other claim for damages, civil penalties, attorneys' fees, costs, expert fees, or other relief Plaintiffs have or may have against the City under the Clean Water Act or any other state or Federal environmental law or statute, arising prior to the Effective Date. In further consideration of the City's agreement to this Stipulated Order and Attachments, Plaintiffs agree not to initiate or file an administrative action under state law concerning the pending matter NPDES Permit File No. FL0026603-014-DW1P/RO (OGC Case. No.: 21-0215) or regarding any permits or required authorizations necessary for all work and projects referenced in this Stipulated Order and its Attachment A. Plaintiffs, for themselves and their representatives, agents and assigns, agree not to assist, support (including by their experts), advocate, sponsor, promote or financially contribute to any action, cause of action or proceeding concerning the pending administrative proceeding on NPDES Permit File No. FL0026603-014-DW1P/RO (OGC Case. No.: 21-0215) or any civil suit by Feather Sound Country Club f/k/a Bullard's Bay, Inc. and now

d/b/a Premier Club Holdings, LLC, against the City of Largo alleging or involving the same or similar violations of the Clean Water Act alleged in this matter.

13. No Admission of Liability: The Defendant's agreement to this Stipulated Order does not constitute an admission as to any of the claims alleged in the Complaint. Defendant denies liability as to all such claims.

IT IS SO STIPULATED through agreement of all Parties to this action and their counsel.

Respectfully submitted,

April 21, 2021

FOR PLAINTIFFS:

_____/_____
Megan Eakins, Board Chair (Date)
Tampa Bay Waterkeeper

_____/_____
Joseph McClash, Board Chair (Date)
Suncoast Waterkeeper

_____/_____
Tiffany Schauer, Executive Director (Date)
Our Children's Earth Foundation

PLAINTIFFS' COUNSEL:

/s/_____
Justin Bloom
FL Bar # 89109
Justin Bloom Attorney at Law, PA
P.O. Box 1028
Sarasota, FL 34230
Telephone: (917) 991-7593
Facsimile: (866) 574-2169
Email: bloomesq1@gmail.com

/s/_____
Kathryn Schmidt, *Pro Hac Vice*
Van Ness Feldman LLP
1050 Thomas Jefferson St. NW
Washington, DC 20007
P: 202.298.1982
F: 202.338.2361
E: kschmidt@vnf.com

Attorneys for Plaintiffs, TAMPA BAY WATERKEEPER, OUR CHILDREN'S EARTH FOUNDATION and SUNCOAST WATERKEEPER

FOR DEFENDANT THE CITY OF LARGO:

Mayor of the City of Largo, Florida

ATTEST:

Diane L. Bruner
City Clerk
City of Largo, Florida

City Clerk

(DATE)

REVIEWED AND APPROVED

Alan S. Zimmet, City Attorney

DEFENSE COUNSEL:

Brian A. Bolves
Florida Bar No. 367079
MANSON BOLVES DONALDSON VARN, P.A.
109 N. Brush Street, Suite 300
Tampa, FL 33602
P: (813) 514-4700
F: (813) 514-4701
E: bbolves@mansonbolves.com

Counsel for Defendant City of Largo, Florida

Pursuant to the foregoing stipulation of the Parties, **IT IS SO**

ORDERED this ____ day of _____, 20__.

Charlene Edwards Honeywell
United States District Judge

Attachments to Stipulated Order:

- A. Statement of Work and Compliance Schedule
- B. Semi-Annual Report Template
- C. Total Nitrogen Compliance Reporting Spreadsheet (Excel)

Attachment A
Statement of Work and Compliance Schedule

DEFINITIONS

“CMOM” or “Capacity, Management, Operations, and Maintenance” shall mean a program of accepted industry practices to properly manage, operate and maintain sanitary wastewater collection, transmission and treatment systems, investigate capacity-constrained areas of these systems, and respond to SSO events.

“Completion Date” shall mean the date of completion of the City’s Biological Treatment Improvements Project (“BTIP”) as evidenced by the City’s issuance of an EJDC C 626 Notice of Acceptability of Work form for the BTIP or June 30, 2022, whichever date comes first.

“Compliance Date” shall mean the first month after completion of 63 full calendar months after the Completion Date.

“I&I” shall mean the total quantity of water from Inflow, Infiltration, and rainfall-induced Inflow and Infiltration without distinguishing the source.

“Infiltration” shall mean water other than wastewater that enters the WCS (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes.

“Inflow” shall mean water other than wastewater that enters the WCS (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm water, surface runoff, street wash waters, or drainage.

“Sanitary Sewer Overflow (“SSO”) shall mean an overflow, spill or release of untreated or partially treated sewage or treated effluent from the City’s WCS or WWTF that reaches the storm-water system or a Navigable Water.

“Navigable Waters” shall have the same meaning as found in the Clean Water Act, 33 U.S.C. § 1362(7).

“Wastewater Collection System (“WCS”) shall mean all pipes, Force Mains, Gravity Sewer Lines, Lift Stations, manholes and appurtenances thereto, owned or operated by the City to collect and convey municipal sewage (domestic, commercial and industrial) to any Water Reclamation Facilities owned and operated by the City.

“Force Main” shall mean any pipe that receives and conveys, under pressure, wastewater from the discharge side of a pump. A Force Main is intended to convey wastewater under pressure.

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

“Lift Station” shall mean facilities comprised of pumps which pump wastewater to a higher hydraulic elevation, including all related electrical, mechanical, and structural systems necessary to the operation of that Lift Station.

“Wastewater Treatment Facility (“WWTF”) shall mean the Largo Wastewater Treatment Plant located at 5100 150th Ave N, Clearwater, FL 33760, including all devices or systems used in the storage, treatment, recycling, and reclamation of municipal wastewater, all facilities owned, managed, operated, and maintained by the City at its Wastewater Treatment Plant, and all components of those facilities.

“Outfall” shall mean the point of discharge of effluent from the WWTF as described in the City’s NPDES Permit FL0026603 as follows: **Surface Water Discharge D-001:** An existing 15.0 MGD annual average daily flow (AADF) discharge to an unnamed ditch, that is part of the stormwater system within Feather Sound, into the Class III Fresh waters of Roosevelt Basin, WBID 1624A. Roosevelt Basin flows into WBID 1558H, Class II Marine waters of Old Tampa Bay, at Discharge Location D-001, which is at a depth of approximately 2 feet. The point of discharge is located approximately at latitude 27° 53' 52" N, longitude 82° 40' 13" W.

I. Wastewater Treatment Facility

1. **Total Nitrogen (“TN”) Loading:** Paragraphs I.A.1 and 10 of the City’s NPDES Permit FL0026603-013-DW1P/NR (“Permit”) require the City’s compliance with an effluent limitation of 19 tons TN/year on a five-year average, as follows:

10. In accordance with the load allocations for the Final 2009 Reasonable Assurance Addendum: Allocation Assessment Report, January 22, 2010, the Total Maximum Daily Load for Total Nitrogen shall be calculated from the monthly average Total Nitrogen concentrations. The Total Nitrogen loading shall be calculated as a 12-month

7

PERMITTEE: City of Largo. AWWTF
 FACILITY: City of Largo

PA FILE NO.: FL0026603-013-DW1P/NR

rolling total and shall not exceed 28.5 tons/year and the five-year average of the yearly totals shall not exceed 19.0 tons/year for the total load from the City of Largo FL0026603. The City of Largo WWTF shall report the calculated loading to Outfall D-001 from the City of Largo WWTF only.

Monthly Total (Mt)
Mt = $\frac{\text{(Monthly Average Total Nitrogen Concentration, mg/l) (Total Monthly Flow, MG) (8.3454)}}{2000 \text{ lbs}}$
Mt = Tons/Month

The 5-year rolling average shall be calculated as the cumulative total of TN tons discharged during the reporting month plus the total of TN tons discharged during the preceding 59 consecutive months, divided by 5.

5 Year Average of the Yearly Totals (5yr)
$5yTN = (Mt_{n-59} + Mt_{n-58} \dots Mt_n) / 5$

“Monthly Average Total Nitrogen Concentration” is measured at monitoring site EFA-01, and “Total Monthly Flow” is measured at monitoring site FLW-02 in accordance with the Permit.

The City shall achieve compliance with the Permit’s five-year TN effluent limitation above through a Compliance Schedule as follows:

- a. **Biological Treatment Improvements Project (“BTIP”):** By the Completion Date, the City shall complete the BTIP (see October 1, 2017, DESIGN-BUILD OF WWRF BIOLOGICAL TREATMENT IMPROVEMENTS PROJECT, Design Criteria Package), to reduce the concentration of TN in the City’s effluent, to achieve a five-year average loading of 19 tons TN/year as calculated for the Outfall adjusted with the hydraulic normalization factor set forth herein but without any allowance for treatment through the Feather Sound pond system.
- b. **Compliance:** By the Compliance Date, the City shall achieve 19 tons TN/year on a five-year average, calculated by the equations referenced above in the Permit for determining the monthly total TN load and the five-year average of the yearly totals (copied below), for the Outfall without normalization or any allowance for treatment through the Feather Sound pond system.
- c. **Compliance Schedule:**
 - (1) Prior to the Compliance Date, the City shall achieve 19 tons TN/year on a five-year average for the Outfall, based on a monthly total TN load calculated by the Permit’s equations and adjusted with the following hydraulic normalization factor in recognition that a five-year average of 19 tons TN/year cannot be achieved immediately due to the nature of the rolling average equation used to determine the five-year average in the Permit.

Monthly Total (Mt)
$Mt = \frac{[(\text{Monthly Average Total Nitrogen Concentration, mg/l}) (\text{Total Monthly Flow, MG}) (8.3454)]}{(2000 \text{ lbs/ton}) / (\text{Normalization Factor})}$
Mt = Tons/Month

Normalization Factor = Observed Annual Rainfall from Tampa Bay Nitrogen Management Consortium (“TBNMC”) for the given year (inches/year) / 50.65 (inches/year). The minimum calculated Normalization Factor for purposes of calculating

the five-year annual average TN load in this Paragraph 1.c(1) shall be 1.0.

The 5-year rolling average shall be calculated as the cumulative total of TN tons discharged during the reporting month plus the total of TN tons discharged during the preceding 59 consecutive months, divided by 5.

5-Year Average of the Yearly Totals (5yr)
--

$5yr_n = (Mt_{n-59} + Mt_{n-58} \dots Mt_n) / 5$
--

- The Monthly Average TN Concentration used in the Monthly Total (Mt) calculation for each month required of the calculation of 5-Year Average of the Yearly Totals during the Compliance Schedule (i.e., the given month for which the 5-Year Average of Yearly Totals is being calculated and the 59 preceding calendar months) shall be the average of the monthly average TN concentrations reported on the WWTF's Permit-required Discharge Monitoring Reports submitted to DEP for all months beginning with the fourth full month after the Completion Date and ending with the month for which the 5-Year Average of Yearly Totals is being calculated (i.e., July 2022 for a Completion Date of March 31, 2022).
 - The Total Monthly Flow used in the monthly Total (Mt) calculation for each month required of the calculation of 5-Year Average of the Yearly Totals (i.e., the given month for which the 5-Year Average of Yearly Totals is being calculated and the 59 preceding calendar months) during the Compliance Schedule (i.e., the given month for which the 5-Year Average of Yearly Totals is being calculated and the 59 preceding calendar months) shall be the Total Monthly Flow **actually** measured at FLW-02 and reported on the WWTF's Permit-required Discharge Monitoring Reports submitted to DEP.
 - Refer to Exhibit 2 to this Attachment A (TN Report Spreadsheet).
- (2) The five-year average TN load shall be calculated for all of the months in the calendar year using TBNMC provided annual rainfall data for each calendar year. The June 1 semi-annual report of each calendar year shall include a spreadsheet with the five-year average of monthly totals for each month in the previous calendar year and all of the underlying data (e.g. the annual rainfall for the calendar year provided by the TBNMC,

monthly average TN concentrations at EFA-01 for all months included in the five-year average TN load for all of the months in the calendar year, monthly flow total at FLW-02 for all months included in the five-year average TN load for all of the months in the calendar year). The City shall report the data specified in this Paragraph in an excel spreadsheet in the format provided on Exhibit 2 to this Attachment A (TN Report Spreadsheet).

2. **Fecal Coliform:** By **December 31, 2024**, the City shall complete modifications to the disinfection system resulting in the ability to achieve fecal coliform concentrations and detection limits that comply with its NPDES permit effluent limit issued by DEP each calendar month. Compliance with effluent limits shall be reported in the semi-annual reports.
3. **Dichlorobromomethane (DCBM):** By **December 31, 2024**, the City shall complete modifications to the disinfection system resulting in the ability to achieve 22 ug/L or DEP standard for DCBM concentrations. Concentration shall be sampled monthly and calculated on an annual average basis without any allowance for treatment through the Feather Sound pond system. Concentration with effluent limits shall be reported in the semi-annual reports.

II. Wastewater Collection System

1. **I&I Abatement Programs:** By **December 31, 2026**, the City shall complete the City's current inflow and infiltration (I&I) Abatement CIP Program and Hurricane Hermine I&I Abatement Program, inclusive of investigation and rehabilitation of Lift Station (LS) basins 2, 3, 12, 16, 19, 20, 28, and 39.
2. **WCS Flow Monitoring:** During **calendar year 2023**, the City shall perform flow monitoring in the ten (10) basins within the WCS with greatest elevated levels of I&I based on historical pump station run times and the results of past flow monitoring beyond those in the current I&I Abatement Programs referenced in the previous Paragraph 1.
 - a. Prior to thirty (30) calendar days of the anticipated start date of flow monitoring data collection, the City shall submit to Environmental Groups a Flow Monitoring Work Plan for non-binding review and comment. The Flow Monitoring Work Plan shall at a minimum include identification of the ten (10) basins within the WCS where flow monitoring will be performed ("10 Basins"), the rationale for inclusion in the Flow Monitoring Work Plan of the 10 Basins selected for flow monitoring, and the time period for which flow monitoring will be performed. The Environmental Groups shall provide any comments within

thirty (30) calendar days of the day the City submits the Flow Monitoring Work Plan to them.

- b. At a minimum, flow monitoring must collect data sufficient to allow the City to perform an I&I Analysis to identify which of the Basins are experiencing excessive levels of I&I and rank order the basins within the 10 Basins identified with excessive levels of I&I. The City shall use the closest of its existing six (6) weather stations to collect representative rainfall data for each individual basin within the 10 Basins for use in the I&I Analysis. At a minimum, flow monitoring and rainfall data accumulation must occur for six (6) months and include the time period between June 1, 2023, and September 30, 2023. If the data collected during flow monitoring in calendar year 2023 is insufficient to perform the I&I Analysis, flow monitoring shall be performed in calendar year 2024 with the same minimum requirements of the 2023 flow monitoring. Excessive levels of I&I for the 10 Basins is defined as 4,000 gallons per day per inch of diameter per mile of pipe (gpd/idm).
 - c. The City shall submit to the Environmental Groups a report with the results of the flow monitoring of the 10 basins no later than 180 calendar days from the last day flow monitoring data is collected. The report shall include at a minimum the results of flow monitoring data collected, identification of the basins with excessive levels of I&I as defined by Attachment C, and the rank order of the basins within the 10 Basins identified with excessive levels of I&I for prioritization of evaluations to identify I&I sources and rehabilitation to remove identified I&I sources.
3. **I&I Abatement Program Expansion:** Upon completion of the I&I Analysis, the City shall select no more than the three (3) basins identified with the highest levels of excessive I&I and extend its I&I Abatement Program. If the flowing monitoring report shows less than three basins experiencing excessive levels of I&I, the City shall extend its I&I abatement program to only those basins experiencing excessive levels of I&I as identified in the I&I Analysis. The City shall prioritize the evaluation of I&I sources and rehabilitation to remove identified I&I sources in the three (3) basins identified by scheduling basin evaluation and rehabilitation beginning with the basin with the most excessive levels of I&I and proceeding consecutively to the basin with the least excessive I&I as follows: The evaluation of the basin(s) with the most and the second most excessive levels of I&I shall be completed **by the end of FY 2026** and the rehabilitation shall be completed by **July 31, 2028**. The evaluation of the basin with third-most excessive levels of I&I shall be completed in **FY 2027** and 100 percent of the rehabilitation awarded and 60 percent of the work shall be completed in **FY 2028**.
 4. **Existing Hydraulic Bottlenecks:**
 - a. Complete hydraulic bottleneck related project Seminole Boulevard/8th Avenue SW project by **January 31, 2023**.

- b. Complete hydraulic bottleneck related project Crescent Drive Project by February 29, 2024.**

- 5. **WWRF Lift Station Floodplain Mitigation: By December 31, 2023**, the City shall raise the critical lift station infrastructure above the flood plain at lift stations 19, 26, 41, and 47.

- 6. **Privately Owned Collection Systems and Private Laterals**
 - a. The City represents that Chapter 23, Article IV of the City of Largo Code of Ordinances (“Chapter 23”) includes requirements upon privately owned collection and transmission systems (POCTS) and privately owned service laterals that connect to the City’s WCS and are within the City limits. The City further represents Sec. 23-187(d) provides it enforcement authority with regards to properties located within the City limits to require compliance with Chapter 23, Article IV.

 - b. The City will adhere to the following protocols with respect to privately owned service laterals: (1) give notice to property owners found to be contributing inflow to the WCS through illicit connections or found with defective privately owned service laterals in need of repair or replacement (through smoke-testing, CCTV inspections or other means); (2) track such properties; and (3) take enforcement action when necessary if such properties are located within the City limits and are contributing excessive I&I to the WCS.

Attachment B
SEMI-ANNUAL REPORT UNDER STIPULATED ORDER

NITROGEN REDUCTION PROJECT

Project Title: Total Nitrogen Loading – Biological Treatment Improvements Project

Due Date: June 30, 2022

Progress:

Projected Work Over the Next 6 Months:

Estimated Completion Date:

June Semi-Annual Report will calculate each month for full prior calendar year:

	Month	TN tons/year 5 Year Average Reported on DMR	TN tons/year 5 Year Average adjusted for Normalization during Compliance Schedule
June Reports Only	January		
	February		
	March		
	April		
	May		
	June		
	July		
	August		
	September		
	October		
	November		
	December		

Attach excel spreadsheet in the format of the example provided, showing Normalization calculations.

MODIFICATIONS TO DISINFECTION SYSTEM

Project Title: Disinfection System Modifications

Due Date: December 31, 2024

Progress:

Projected Work Over the Next 6 Months:

Estimated Completion Date: December 31, 2024

FECAL COLIFORM (Previous 6 months)

Compliance Date: December 31, 2024

	Month	Max #/100mL Value Reported on DMR	% detection
June Reports	November		
	December		
	January		
	February		
	March		
	April		
December Reports	May		
	June		
	July		
	August		
	September		
	October		

DICHLOROBROMOMETHANE (Previous 6 months)

Compliance Date: December 31, 2024

	Month	Value Reported on DMR
June Reports	November	
	December	
	January	
	February	
	March	
	April	
December Reports	May	
	June	
	July	
	August	
	September	
	October	

COLLECTION SYSTEM

Project Title: Wastewater Collection System Flow Monitoring

Due Date: Calendar Year 2024 or as provided for in the Statement of Work (Attachment A to Stipulated Order) at Wastewater Collection System paragraph 2.b

Progress: Not Applicable

Projected Start Date: June 1, 2023

Estimated Completion Date: Flow monitoring report due 180 days after the last flow monitoring data is collected.

Project Title: I/I Abatement Program Expansion

Due Date: December 31, 2028

Progress:

Projected Start Date: FY 2026

Estimated Completion Date:

Project Title: Existing Hydraulic Bottlenecks – Seminole Boulevard and 8th Avenue SW

Due Date: January 31, 2023

Progress:

Projected Work Over the Next 6 Months:

Estimated Completion Date:

Project Title: Existing Hydraulic Bottlenecks – Crescent Drive

Due Date: February 29, 2024

Progress:

Projected Work Over the Next 6 Months:

Estimated Completion Date:

=

Private Sewer Lateral Monitoring and Enforcement

Reporting Period Ending	Total # of laterals inspected	# Identified for Corrective Action	# Repaired (verified by City)	# Remaining out of repair	# Code Enforcement Actions Initiated on Those Remaining out of Repair	Comments
April 2021						
October 2021						
April 2022						
October 2022						
<i>(add rows over time)</i>						

SSO's AND BYPASSES to surface waters or stormwater system during preceding 6 months.

Number	Begin date and time	End date and time	System Owner	Location	SWO #	Total volume discharged (gallons)	Type of Water (raw, partial, treated)	Volume discharged to surface waters or stormwater system (gallons)	Volume recovered (gallons)	Volume not recovered (gallons)	Cause and remedial actions	Potential maximum DEP penalties

CMOM PROGRESS REPORT SUBMITTED TO FDEP (to be provided under separate cover)

Attachment C

2000 Conversation Factor (pounds to tons)

8.3454 Conversation Factor (MG and mg/l to pounds)

50.65 Average Annual Rainfall from TBNMC

In accordance with paragraph 1.c of Attachment A of the Stipulated Order

Monthly Total Nitrogen Load (tons/month) = Monthly Average Total Nitrogen(mg/l)*Flow(MG)*8.3454/2000 (lbs/ton)/Normalization Factor

In accordance with paragraph I.1.c of Attachment A of the Stipulated Order

Monthly Average Total Nitrogen Concentration for purposes of calculating the Monthly Total Nitrogen Load for calculating of the 5-year Average Annual Total Nitrogen Load = average of the Monthly Average Total Nitrogen Concentrations for all the months beginning with the fourth full month after the Completion Date and ending with the month for which the 5-Year Average of Yearly Totals is being calculated.

After the Completion Date, the 5-year Average Annual Total Nitrogen Load = (sum of "the Monthly Nitrogen Load for a given month after the third full calendar month after the BTIP Completion Date and prior to the Compliance Date" and "the 59 months prior to the given month")/ 5 years

Normalization Factor = Observed Annual Rainfall from TBNMC for a given year/50.65

Normalization Factor Calendar Years 2016 - 2027

Year	Total Rainfall (inches)	Normalization Factor
2016	51.6	1.02
2017	40.6	1.00
2018	59.7	1.18
2019	60.3	1.19
2020	TBD	TBD
2021	TBD	TBD
2022	TBD	TBD
2023	TBD	TBD
2024	TBD	TBD
2025	TBD	TBD
2026	TBD	TBD
2027	TBD	TBD

Note: Minimum normalization factor equal 1.00

Note: TBD = To Be Determined

Note: LTP = Largo to Provide

January 2016 through Feb 2021 Flow Data Source: City of Largo

Month	Total Monthly Flow (MG)	Monthly Average Total Nitrogen Concentration (mg/l)	Monthly Total Nitrogen Load (tons)	5-Year Average Annual Total Nitrogen Load
Feb-21	208.62	TBD	TBD	TBD
Jan-21	195.53	TBD	TBD	TBD
Dec-20	234.30	TBD	TBD	TBD
Nov-20	228.36	TBD	TBD	TBD
Oct-20	175.73	TBD	TBD	TBD
Sep-20	234.96	TBD	TBD	TBD
Aug-20	145.82	TBD	TBD	TBD
Jul-20	128.89	TBD	TBD	TBD
Jun-20	202.65	TBD	TBD	TBD
May-20	133.71	TBD	TBD	TBD
Apr-20	116.92	TBD	TBD	TBD
Mar-20	133.62	TBD	TBD	TBD
Feb-20	190.67	TBD	TBD	TBD
Jan-20	229.43	TBD	TBD	TBD
Dec-19	250.91	TBD	TBD	TBD
Nov-19	220.97	TBD	TBD	TBD
Oct-19	191.18	TBD	TBD	TBD
Sep-19	145.64	TBD	TBD	TBD
Aug-19	386.76	TBD	TBD	TBD
Jul-19	351.54	TBD	TBD	TBD
Jun-19	148.61	TBD	TBD	TBD
May-19	157.76	TBD	TBD	TBD
Apr-19	168.24	TBD	TBD	TBD
Mar-19	234.36	TBD	TBD	TBD
Feb-19	227.52	TBD	TBD	TBD
Jan-19	279.86	TBD	TBD	TBD
Dec-18	290.60	TBD	TBD	TBD
Nov-18	152.27	TBD	TBD	TBD
Oct-18	186.51	TBD	TBD	TBD
Sep-18	291.23	TBD	TBD	TBD

Aug-18	403.92	TBD	TBD	TBD
Jul-18	171.67	TBD	TBD	TBD
Jun-18	130.27	TBD	TBD	TBD
May-18	152.09	TBD	TBD	TBD
Apr-18	133.35	TBD	TBD	TBD
Mar-18	167.91	TBD	TBD	TBD
Feb-18	221.64	TBD	TBD	TBD
Jan-18	224.62	TBD	TBD	TBD
Dec-17	171.07	TBD	TBD	TBD
Nov-17	183.54	TBD	TBD	TBD
Oct-17	259.26	TBD	TBD	TBD
Sep-17	315.23	TBD	TBD	TBD
Aug-17	244.71	TBD	TBD	TBD
Jul-17	223.22	TBD	TBD	TBD
Jun-17	206.53	TBD	TBD	TBD
May-17	64.68	TBD	TBD	TBD
Apr-17	73.85	TBD	TBD	TBD
Mar-17	103.61	TBD	TBD	TBD
Feb-17	123.63	TBD	TBD	TBD
Jan-17	129.22	TBD	TBD	TBD
Dec-16	123.31	TBD	TBD	TBD
Nov-16	128.88	TBD	TBD	TBD
Oct-16	176.00	TBD	TBD	TBD
Sep-16	383.50	TBD	TBD	TBD
Aug-16	312.93	TBD	TBD	TBD
Jul-16	185.69	TBD	TBD	TBD
Jun-16	209.86	TBD	TBD	TBD
May-16	121.11	TBD	TBD	TBD
Apr-16	147.09	TBD	TBD	TBD
Mar-16	194.91	TBD	TBD	TBD
Feb-16	226.16	TBD	TBD	TBD
Jan-16	222.40	TBD	TBD	TBD

Month	Monthly Average Total Nitrogen Concentration (mg/l)	Post-BTIP Monthly Average TN Concentration
Aug-21	TBD	TBD
Sep-21	TBD	TBD
Oct-21	TBD	TBD
Nov-21	TBD	TBD
Dec-21	TBD	TBD
Jan-22	TBD	TBD
Feb-22	TBD	TBD
Mar-22	TBD	TBD
Apr-22	TBD	TBD
May-22	TBD	TBD
Jun-22	TBD	TBD
Jul-22	TBD	TBD
Aug-22	TBD	TBD
Sep-22	TBD	TBD
Oct-22	TBD	TBD
Nov-22	TBD	TBD
Dec-22	TBD	TBD
Jan-23	TBD	TBD
Feb-23	TBD	TBD
Mar-23	TBD	TBD
Apr-23	TBD	TBD
May-23	TBD	TBD
Jun-23	TBD	TBD
Jul-23	TBD	TBD
Aug-23	TBD	TBD
Sep-23	TBD	TBD
Oct-23	TBD	TBD
Nov-23	TBD	TBD
Dec-23	TBD	TBD
Jan-24	TBD	TBD
Feb-24	TBD	TBD
Mar-24	TBD	TBD
Apr-24	TBD	TBD
May-24	TBD	TBD
Jun-24	TBD	TBD
Jul-24	TBD	TBD
Aug-24	TBD	TBD
Sep-24	TBD	TBD
Oct-24	TBD	TBD
Nov-24	TBD	TBD
Dec-24	TBD	TBD
Jan-25	TBD	TBD
Feb-25	TBD	TBD

Starting month is fourth full month after the Completion Date.

Month	Monthly Average Total Nitrogen Concentration (mg/l)	Post-BTIP Monthly Average TN Concentration
Mar-25	TBD	TBD
Apr-25	TBD	TBD
May-25	TBD	TBD
Jun-25	TBD	TBD
Jul-25	TBD	TBD
Aug-25	TBD	TBD
Sep-25	TBD	TBD
Oct-25	TBD	TBD
Nov-25	TBD	TBD
Dec-25	TBD	TBD
Jan-26	TBD	TBD
Feb-26	TBD	TBD
Mar-26	TBD	TBD
Apr-26	TBD	TBD
May-26	TBD	TBD
Jun-26	TBD	TBD
Jul-26	TBD	TBD
Aug-26	TBD	TBD
Sep-26	TBD	TBD
Oct-26	TBD	TBD
Nov-26	TBD	TBD
Dec-26	TBD	TBD
Jan-27	TBD	TBD
Feb-27	TBD	TBD
Mar-27	TBD	TBD
Apr-27	TBD	TBD
May-27	TBD	TBD
Jun-27	TBD	TBD
Jul-27	TBD	TBD
Aug-27	TBD	TBD
Sep-27	TBD	TBD
Oct-27	TBD	TBD
Nov-27	TBD	TBD
Dec-27	TBD	TBD

Assumptions for purposes of sample collection:

BTIP completed by April 30, 2021

First month after completion of 3 full calendar months is August 2021

Calculation will be for December 2021

Assumed values for purpose of sample calculation

2000 Conversation Factor (pounds to tons)

8.3454 Conversation Factor (MG and mg/l to pounds)

50.65 Average Annual Rainfall from TBNMC

In accordance with paragraph I.1.c of Attachment A of the Stipulated Order

Monthly Total Nitrogen Load (tons/month) = Monthly Average Total Nitrogen(mg/l)*Flow(MG)*8.3454/2000 (lbs/ton)/Normalization Factor

In accordance with paragraph I.1.c of Attachment A of the Stipulated Order

Monthly Average Total Nitrogen Concentration for purposes of calculating the Monthly Total Nitrogen Load for calculating of the 5-year Average Annual Total Nitrogen Load = average of the Monthly Average Total Nitrogen Concentrations for all the months beginning with the fourth full month after the Completion Date and ending with the month for which the 5-Year Average of Yearly Totals is being calculated.

After the Completion Date, the 5-year Average Annual Total Nitrogen Load = (sum of "the Monthly Nitrogen Load for a given month after the third full calendar month after the BTIP Completion Date and prior to the Compliance Date" and "the 59 months prior to the given month")/ 5 years

In accordance with paragraph I.1.c of Attachment A of the Stipulated Order

Normalization Factor = Observed Annual Rainfall from TBNMC for a given year/50.65

Normalization Factor Calendar Years 2016 - 2021

Year	Total Rainfall (inches)	Normalization Factor
2016	51.6	1.02
2017	40.6	1.00
2018	59.7	1.18
2019	60.3	1.19
2020	52.0	1.03
2021	54.0	1.07

Note: Minimum normalization factor equal 1.00

Month	Total Monthly Flow (MG)	Monthly Average Total Nitrogen Concentration (mg/l)	Monthly Total Nitrogen Load (tons)	5-Year Average Annual Total Nitrogen Load
Dec-21	198.2	1.85	1.44	16.87
Nov-21	198.2	1.85	1.44	
Oct-21	198.2	1.85	1.44	
Sep-21	198.2	1.85	1.44	
Aug-21	198.2	1.85	1.44	
Jul-21	198.2	1.85	1.44	
Jun-21	198.2	1.85	1.44	
May-21	198.2	1.85	1.44	
Apr-21	198.2	1.85	1.44	
Mar-21	198.2	1.85	1.44	
Feb-21	208.6	1.85	1.51	
Jan-21	195.5	1.85	1.42	
Dec-20	234.3	1.85	1.77	
Nov-20	228.4	1.85	1.72	
Oct-20	175.7	1.85	1.32	
Sep-20	235.0	1.85	1.77	
Aug-20	145.8	1.85	1.10	
Jul-20	128.9	1.85	0.97	
Jun-20	202.7	1.85	1.53	
May-20	133.7	1.85	1.01	
Apr-20	116.9	1.85	0.88	
Mar-20	133.6	1.85	1.01	
Feb-20	190.7	1.85	1.44	
Jan-20	229.4	1.85	1.73	
Dec-19	250.9	1.85	1.63	
Nov-19	221.0	1.85	1.44	
Oct-19	191.2	1.85	1.24	
Sep-19	145.6	1.85	0.95	

Aug-19	386.8	1.85	2.51
Jul-19	351.5	1.85	2.28
Jun-19	148.6	1.85	0.97
May-19	157.8	1.85	1.03
Apr-19	168.2	1.85	1.09
Mar-19	234.4	1.85	1.52
Feb-19	227.5	1.85	1.48
Jan-19	279.9	1.85	1.82
Dec-18	290.6	1.85	1.91
Nov-18	152.3	1.85	1.00
Oct-18	186.5	1.85	1.22
Sep-18	291.2	1.85	1.91
Aug-18	403.9	1.85	2.65
Jul-18	171.7	1.85	1.13
Jun-18	130.3	1.85	0.86
May-18	152.1	1.85	1.00
Apr-18	133.3	1.85	0.88
Mar-18	167.9	1.85	1.10
Feb-18	221.6	1.85	1.45
Jan-18	224.6	1.85	1.47
Dec-17	171.1	1.85	1.32
Nov-17	183.5	1.85	1.42
Oct-17	259.3	1.85	2.01
Sep-17	315.2	1.85	2.44
Aug-17	244.7	1.85	1.89
Jul-17	223.2	1.85	1.73
Jun-17	206.5	1.85	1.60
May-17	64.7	1.85	0.50
Apr-17	73.9	1.85	0.57
Mar-17	103.6	1.85	0.80
Feb-17	123.6	1.85	0.96
Jan-17	129.2	1.85	1.00

Assumptions for purposes of sample collection:

BTIP completed by April 30, 2021

First month after completion of 3 full calendar months is August 2021

Calculation will be for December 2021

Assumed values for purpose of sample calculation

Month	Monthly Average Total Nitrogen Concentration (mg/l)	Post-BTIP Monthly Average TN Concentration
Aug-21	1.80	1.80
Sep-21	1.85	1.83
Oct-21	1.78	1.81
Nov-21	1.86	1.82
Dec-21	1.98	1.85
Jan-22	TBD	TBD
Feb-22	TBD	TBD
Mar-22	TBD	TBD
Apr-22	TBD	TBD
May-22	TBD	TBD
Jun-22	TBD	TBD
Jul-22	TBD	TBD
Aug-22	TBD	TBD
Sep-22	TBD	TBD
Oct-22	TBD	TBD
Nov-22	TBD	TBD
Dec-22	TBD	TBD
Jan-23	TBD	TBD
Feb-23	TBD	TBD
Mar-23	TBD	TBD
Apr-23	TBD	TBD
May-23	TBD	TBD
Jun-23	TBD	TBD
Jul-23	TBD	TBD
Aug-23	TBD	TBD
Sep-23	TBD	TBD
Oct-23	TBD	TBD
Nov-23	TBD	TBD
Dec-23	TBD	TBD
Jan-24	TBD	TBD
Feb-24	TBD	TBD
Mar-24	TBD	TBD
Apr-24	TBD	TBD
May-24	TBD	TBD
Jun-24	TBD	TBD

Month	Monthly Average Total Nitrogen Concentration (mg/l)	Post-BTIP Monthly Average TN Concentration
Jul-24	TBD	TBD
Aug-24	TBD	TBD
Sep-24	TBD	TBD
Oct-24	TBD	TBD
Nov-24	TBD	TBD
Dec-24	TBD	TBD
Jan-25	TBD	TBD
Feb-25	TBD	TBD
Mar-25	TBD	TBD
Apr-25	TBD	TBD
May-25	TBD	TBD
Jun-25	TBD	TBD
Jul-25	TBD	TBD
Aug-25	TBD	TBD
Sep-25	TBD	TBD
Oct-25	TBD	TBD
Nov-25	TBD	TBD
Dec-25	TBD	TBD
Jan-26	TBD	TBD
Feb-26	TBD	TBD
Mar-26	TBD	TBD
Apr-26	TBD	TBD
May-26	TBD	TBD
Jun-26	TBD	TBD
Jul-26	TBD	TBD
Aug-26	TBD	TBD
Sep-26	TBD	TBD
Oct-26	TBD	TBD
Nov-26	TBD	TBD
Dec-26	TBD	TBD
Jan-27	TBD	TBD
Feb-27	TBD	TBD
Mar-27	TBD	TBD
Apr-27	TBD	TBD
May-27	TBD	TBD
Jun-27	TBD	TBD
Jul-27	TBD	TBD
Aug-27	TBD	TBD
Sep-27	TBD	TBD
Oct-27	TBD	TBD
Nov-27	TBD	TBD
Dec-27	TBD	TBD