

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI

STATE OF MISSOURI ex rel.,)
Chris Koster, Attorney General of)
Missouri, and the Missouri)
of Natural Resources,)
)
Plaintiff,)
)
v.)
)
CITY OF HALLSVILLE,)
)
Defendant.)

Case No. 11BA-CV-3566

AMENDED CONSENT JUDGMENT

Plaintiff, State of Missouri, at the relation of Chris Koster, Attorney General, and the Missouri Department of Natural Resources and Defendant City of Hallsville, by and through counsel, hereby consent to the entry of this Amended Consent Judgment.

The Court has read Plaintiff's Petition for Injunctive Relief and Civil Penalties, in which Plaintiff alleges that Defendant violated the Missouri Clean Water Law. The Court is satisfied that the provisions of this Amended Consent Judgment are intended to resolve the issues raised by the Petition and that the parties want to terminate this controversy and consent to the entry of this judgment without trial.

This Amended Consent Judgment is made, agreed upon and submitted to the Court for the purpose of settlement only, and upon the condition that the Court approves it in its entirety. In the event the Court does not approve of this Amended Consent Judgment in its entirety and as agreed by the parties, it shall be null and void and have no effect in this or any other proceeding. The parties understand and agree that each and every term of this Judgment shall be enforceable by further order of this Court, and to that end, the Court retains jurisdiction of the matter in order to enforce each and every term of this Amended Consent Judgment. The Court finds that the terms of this Amended Consent Judgment protect the public's interest.

The parties hereto, having consented to the entry of this Amended Consent Judgment, now therefore, before the taking of any testimony and upon the pleadings, it is hereby ORDERED, ADJUDGED AND DECREED that:

I. Objectives of the Parties

1. The objectives of the parties to this Amended Consent Judgment are to protect human health and the environment and to resolve allegations contained in Plaintiff's Petition.

II. Definitions

2. Terms used herein shall have the same meaning as provided in Chapter 444, RSMo, and the regulations adopted thereunder. In addition, the following terms are specifically defined:

- a. “Consent Judgment” means this Amended Consent Judgment and all attachments, which are included by reference and fully enforceable as a term of the judgment. This Amended Consent Judgment replaces and supercedes the Consent Judgment previously entered by the Court on August 24, 2011.
- b. “Defendant” means the City of Hallsville.
- c. “Department” means the Missouri Department of Natural Resources.
- d. “Facility” means the Defendant’s no-discharge waste water treatment facility located in the Northeast Quarter of the Northwest Quarter of Section 15, Township 50 North, Range 12 West, Columbia, Boone County, Missouri.
- e. “Plaintiff” means the State of Missouri on the relationship of Attorney General Chris Koster, and the Missouri Department of Natural Resources.

III. Jurisdiction and Venue

3. This Court has jurisdiction over the subject matter herein and of the parties consenting hereto pursuant to § 644.076.1, RSMo (2000).¹ The subject matter of this action involves the Missouri Clean Water Law, Chapter 644, RSMo, and its implementing regulations. The Defendant's actions giving rise to this action took place in Boone County and venue is proper pursuant to § 644.076.1 and § 508.050, RSMo.

IV. Parties Bound

4. The provisions of this Order shall be binding upon the parties to this action as well as their agents, servants, employees, heirs, successors, assigns, and to all persons, firms, corporations and other entities who are, or who will be, acting in concert or privity with, or on behalf of the parties to this action or their agents, servants, employees, heirs, successors, and assigns. Defendant shall provide a copy of this order to all persons or entities retained to perform work required by this order.

V. Satisfaction and Reservation of Rights

¹ All statutory references shall be to the Missouri Revised Statute 2000 unless specifically stated otherwise.

5. Upon the completion of all terms of this Consent Judgment, including the payment of civil penalties, completion of all schedules of compliance and the payment of any stipulated penalties due under the terms of this Consent Judgment, Defendant is relieved of liability for the violations alleged in the petition.

6. This Consent Judgment shall not be construed to limit the rights of the State to obtain penalties or injunctive relief under the Missouri Clean Water Law or its implementing regulations, or under other federal or state laws, or regulations, except as expressly stated in the preceding paragraph of this Consent Judgment. Without limiting the foregoing, the parties expressly agree that:

a. Nothing in this Consent Judgment shall prevent State from applying to this Court for further orders or relief if violations of this Consent Judgment occur.

b. Nothing in this Consent Judgment shall preclude State from seeking equitable or legal relief for violations of the Missouri laws or regulations that were not alleged in the petition.

c. Nothing in this Consent Judgment shall preclude State from seeking equitable or legal relief for future violations of the Missouri Clean Water Law or regulations promulgated under its authority.

d. The State of Missouri further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendant's facility, acts or omissions, whether related to the violations addressed in this Consent Judgment or otherwise.

VI. Injunctive Relief

7. Defendant agrees and is ordered to comply with all State of Missouri environmental statutes and all implementing regulations for any and all future activities in the State of Missouri.

8. Defendant agrees to the following Compliance Schedule:

A. By January 30, 2013, the City shall identify and secure access to property upon which to build an additional holding cell and/or land apply treated wastewater.

B. By January 30, 2013, the City shall submit to the Department, for review and approval, an engineering

evaluation developed by a professional engineer, recommending improvements that will eliminate all discharges from its existing Facility, including a plan for eliminating the Rickett's Road lift station. The evaluation shall also include contingency provisions to prevent any discharge from the Facility in case of inability to land apply the waste water.

- C. Within thirty (30) days receipt of comments from the Department on the engineering evaluation, the City shall respond to the Department in writing and address all Department comments on the engineering report to the Department's satisfaction.
- D. Within sixty (60) days of the date the Department approves the City's engineering evaluation, the City shall submit to the Department for review and approval an application for construction permit including plans and specifications prepared and sealed by an engineer licensed to practice in the State of Missouri, and the appropriate fee. The construction permit application shall

be for the improvements approved by the Department in the City's engineering report.

- E. Within one hundred and eighty (180) days of the date the Department issues the City a construction permit, the City shall complete all work contained in the construction permit, plans and specification and submit to the Department a Statement of Work Complete sealed by a professional engineer licensed to practice in the State of Missouri.
- F. Within thirty days of the entry of this Consent Judgment, the City shall submit to the Department the missing information in the 2008 and 2009 Annual Operations Report.
- G. The City shall timely submit complete Discharge Monitoring Reports and semi-annual "Inflow and Infiltration" reports in the future.
- H. The City shall complete improvements to its collection system, designed to eliminate incidents of Sanitary Sewer Overflows (SSOs) from its wastewater collection system, in accordance with the following:

- i. The City shall fully implement all of the requirements of the Wastewater Collection System and Treatment Facilities Correction and Management Program (the “Correction and Management Program”), attached to this Consent Judgment as Appendix A, in accordance with the timeline set forth in Paragraph 3.A of that document.
- ii. All documents submitted to the Department pursuant to the Correction and Management Program shall be subject to review and approval by the Department and shall be fully implemented by the City upon approval.
- iii. If the Department comments and/or requests modification of any documents submitted to the Department, the City shall respond to the Department in writing and address all Department comments to the Department’s satisfaction. The written response shall be submitted within thirty days of receipt of said comments or within the time frame specified in the Department’s correspondence, whichever is earlier.

iv. The City shall implement the “Inflow and Infiltration Assessment and Corrective Action Plan” as part of the Correction and Management Program as approved by the Department, which shall become fully effective upon the date the Department approves the schedule in writing. The schedule contained in the Inflow and Infiltration Assessment and Corrective Action Plan shall become enforceable as a condition of compliance with this Consent Judgment.

VII. Information Collection and Retention

9. The State, through its authorized representatives, shall have the right of entry into any facility covered by this Consent Judgment, at all reasonable times, upon presentation of credentials, to:

a. monitor the progress of activities required under this Consent Judgment;

b. verify any data or information submitted to the State in accordance with the terms of this Consent Judgment;

c. obtain samples and, upon request, splits of any samples taken by Defendant or its representatives, contractors, or consultants;

d.obtain documentary evidence, including photographs and similar data; and

e.assess Defendant's compliance with this Consent Judgment.

10. Upon request, Defendant shall provide the State, through its authorized representatives, splits of any samples taken by Defendant.

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

of any documents, records, or other information required to be maintained under this Paragraph.

12. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the State at least ninety (90) days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the State, Defendant shall deliver any such documents, records, or other information to the State.

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

VIII. Civil Penalty

14. Defendant consents to the entry of judgment in favor of the State of Missouri for a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) of which Thirteen Thousand Dollars

(\$13,000.00) shall be suspended as described in paragraph 15. Defendant hereby authorizes entry of this judgment against it and in favor of the State of Missouri for this entire sum. Defendant has agreed to pay the portion of the civil penalty that is not suspended in two separate payments. The first payment shall be made by no later than July 15, 2011. The second payment shall be made by no later than July 15, 2012. Defendant will mail the check, made payable to the "State of Missouri (Boone County)" to Collections Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City, MO 65102-0899. The Attorney General's Office may hold or deposit the check consistent with its internal policies until such time as the consent judgment is entered by the Court. After entry by the Court, the Attorney General's Office will assure that the payment is credited to the proper account. If Defendant fails to make any payment by the due date, it shall become immediately liable for payment of the entire unpaid amount, including the suspended penalty described in paragraph 15.

15. Suspended Civil Penalty. Thirteen Thousand Dollars (\$13,000.00) of the total penalty of Twenty Five Thousand Dollars (\$25,000.00) shall be suspended upon the condition that

Defendant complies with the Missouri Clean Water Law and its implementing regulations for a period of two years from August 24, 2011. Once a violation of the Missouri Clean Water Law is documented by the Missouri Department of Natural Resources, the Missouri Attorney General's Office shall send a written demand for the suspended penalty to Defendant. Defendant shall have fifteen (15) days from its receipt of the written demand to submit the suspended penalty in the manner described in paragraph 14. The suspended penalty provided in this Consent Judgment shall be in addition to any other rights, remedies, or sanction available to State for Defendant's violation of this Consent Judgment or applicable law.

IX. Stipulated Penalties

16. In the event that Defendant fails to comply with the requirements set forth in this Consent Judgment including any deadline set forth in any document submitted to the Department under this Consent Judgment, Defendant shall be liable for stipulated penalties in accordance with the following schedule:

- A. \$100 per day for each day of each violation up to thirty days.

- B. \$250 per day for each day of each violation, from thirty-one days to sixty days.
- C. \$500 per day for each day of each violation, beyond sixty days.

17. Stipulated penalties shall be due and payable within ten days of demand being made by the Attorney General's Office.

Defendant shall pay stipulated penalties by check made payable to the "State of Missouri (Boone County School Fund)" and mailed, along with a copy of the State's stipulated penalty demand letter, to: Collections Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City, MO 65102-0899. That check will be deposited and processed in accordance with the consent judgment and Missouri law.

18. The inclusion of stipulated penalty provisions in this Consent Judgment, and the payment of stipulated penalties, does not limit the State's ability to pursue other penalties for the same acts; where a violation of this Consent Judgment also constitutes a violation of a statute, stipulated penalties may be collected in addition to statutory penalties imposed for those violations.

XI. Notices and Submittals

1. Whenever under the terms of this Consent Judgment that notice is required to be given or a report or other document is required to be forwarded by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice in writing of another individual designated to receive such communications. Notice to the individuals listed below or such other individuals designated pursuant to the foregoing, in writing and hand-delivered or sent by registered or certified mail, postage prepaid, shall constitute complete satisfaction of any notice requirement of the Consent Judgment.

To the Missouri Department of Natural Resources:

Joan Doerhoff
Water Protection Program
P.O. Box 176
Jefferson City, MO 65102

To the Attorney General's Office:

Jennifer Frazier
Assistant Attorney General
Agriculture and Environment Division
State of Missouri Office of Attorney General
207 W. High Street
Jefferson City, Missouri 65102
Voice: 573-751-8370
Fax: 573-751-8796

XIV. Modification

2. Except as otherwise specified herein, this Consent Judgment may be modified or amended only upon written agreement by and among the parties, their successors and assigns and with the approval of the Court. All modifications shall be in writing and filed with the Court.

XV. Costs

3. Defendant shall pay all court costs in this action.

XVI. Termination

4. Defendant may seek termination of this Consent Judgment after the facility has maintained compliance with this Consent

Judgment, Missouri Clean Water Law and implementing regulations for a period of five years. The State reserves the right to oppose the termination of the Consent Judgment on any grounds, including the ground that two years is not an appropriate period of time.

The parties hereby consent to this Consent Judgment through their duly authorized representatives as indicated below.

CITY OF HALLSVILLE

Cheri T. Reisch
Mayor Cheri T. Reisch

Date: 3-12-13

MISSOURI ATTORNEY GENERAL'S OFFICE

John K. McManus
By: John K. McManus
Assistant Attorney General

Date: 3-20-13

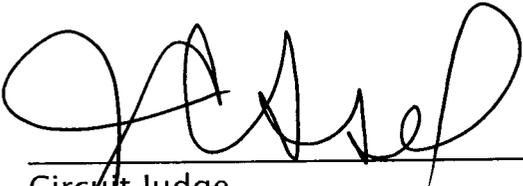
MISSOURI DEPARTMENT OF NATURAL RESOURCES

Leanne Tippett Mosby
By: LEANNE TIPPETT MOSBY, Director
Division of Environmental Quality

Date: 3/29/13

*Certified
True
Copy*
*Jody Hanson
City Clerk*

SO ORDERED.



Circuit Judge
Date: 4-16-13

APPENDIX A
WASTEWATER COLLECTION SYSTEM AND TREATMENT FACILITIES
CORRECTION AND MANAGEMENT PROGRAM

All documents required by Appendix A shall be submitted to the Missouri Department of Natural Resources (Department) for review and approval. Upon the date the Department approves of these documents the City shall implement the provisions of each document as a condition of compliance with the Agreement.

1. Definitions

A. **Building/Private Property Backup.** Any release of wastewater from the City's Sanitary Sewer System to buildings or private property. The City is not responsible for any backup caused by blockages, flow conditions, or malfunctions of a private service connection or other piping/conveyance system that is not owned or operationally controlled by the City or overland flooding not emanating from the City's Sanitary Sewer System.

B. **Bypass.** The diversion of waste streams from any portion of a wastewater treatment facility or sewer system including any discharge from the wastewater treatment facility that receives less than secondary treatment, whether or not authorized by the MSOP.

C. **Collection System and Sanitary Sewer System.** The sewage collection and transmission system including all pipes, force mains, gravity sewer lines, pumping stations, manholes, and appurtenances thereto that are owned or operated by the City and designed to convey wastewater to the City's wastewater treatment facility or to one or more points of discharge.

D. **Infiltration.** Water other than wastewater that enters a Sanitary Sewer System, including entry through sewer service connections and foundation drains, from the ground through such means as defective pipes, pipe joints, connections, or manholes.

E. **Inflow.** Stormwater that enters a Sanitary Sewer System, including service connections, from sources such as, but not limited to, roof leaders, cellar, yard and area drains, manholes, cross connections between storm and sanitary sewers, catch basins and cooling towers, and stormwater surface runoff.

F. **Inflow and Infiltration (I/I)**. The total quantity of water from inflow and infiltration without distinguishing the source.

G. **Private Service Connection**. The portion of the Collection System, not owned by the City, used to convey wastewater from building or buildings to that portion of the Collection System owned by the City.

H. **Sanitary Sewer Overflow (SSO)**. An overflow, spill, diversion, or release of wastewater from the City's Collection System to waters of the state, as well as to public or private property including Building/Private Property Backups.

I. **Wastewater Treatment Facility (WWTF)**. The sewage treatment plant operated by the City and all components of such sewage treatment plant.

2. **Information Collection and Utilization**

SSO, Bypass and Basement Backup Tracking and Data Management System (Tracking and Management System). Within ninety (90) days of the effective date of this Agreement, the City shall submit to the Department a description of a written or electronic Tracking and Management System that documents information regarding SSO events, bypasses and basement backups; and allows the City to organize and analyze information regarding SSO events, bypasses and basement backups collected by the City. The City shall immediately implement the provisions of the Tracking and Management System upon receiving the Department's approval and to the extent practicable, incorporate this system into a computer-based program that allows authorized City personnel access to the information.

The Tracking and Management System shall include all information necessary for the City to establish an effective and useful information collection and management system for SSOs, bypasses, backup events, and response to such events. The Tracking and Management System shall also be designed and operated in a manner that allows the City to use the system for operation and maintenance activities, long term management of the City's wastewater treatment system, and development of the I/I Assessment and Corrective Action Plan pursuant to Section 3 of this Appendix and the Maintenance and Repair Program provisions required by Section 4 of this Appendix. The Tracking and Management System shall also incorporate the quality assurance and quality control

practices the City will follow to ensure the accuracy and reliability of data collected and managed. The Tracking and Management System shall include, but not be limited to, the following:

- (1) The date and time (or best estimate) that the SSO, bypass or backup event began;
- (2) Precipitation data (including intensity and duration);
- (3) The source of information for the SSO, bypass or backup event, e.g., employee observation, electronic reporting or warning system, citizen complaint;
- (4) The specific and general location of the SSO, bypass or backup (i.e., street address and specific basin or geographic area of the City);
- (5) The best estimate (unless monitored) of the duration of the discharge, including the ending date and time;
- (6) The best estimate (unless monitored) of the volume discharged, including flow metering data, where applicable;
- (7) Sampling results from any sampling performed;
- (8) If applicable, the water body into which the wastewater was released;
- (9) The specific cause(s) of the discharge or backups, if known, whether it was caused by the City's collection system or private service connections;
- (10) Actions taken to respond to the discharge event and minimize the duration and/or impacts of the discharge;
- (11) The specific actions the City will use to prevent recurrence of the discharge;
- (12) The date and time a repair crew arrived on-site and the personnel involved, if repair was required; and
- (13) The date and time of notification to the Department's Regional Office.

3. I/I Assessment and Corrective Action Plan

A. Within sixty (60) days of the effective date of this Agreement the City shall submit to the Department for review and approval a plan developed by a

professional engineer registered in the State of Missouri, to assess I/I. The I/I Assessment Plan shall divide the collection system into designated areas that will be prioritized by the City based on known problem areas and include a schedule to inspect the lines in the designated areas. Sewer lines that were installed within the last fifteen (15) years may be excluded from the plan unless the City has reason to believe they are a major source of I/I. In the event the Department comments on the I/I Assessment Plan, the City shall submit a written response to address and satisfy said Department comments. The written response shall be submitted within thirty (30) days of receipt of said comments or within the time frame specified in the Department's correspondence.

B. Within twelve (12) months of the date of the Department's approval of the I/I Assessment Plan, the City shall complete all required work contained in the Department approved I/I Assessment Plan.

C. Within ninety (90) days of completing the I/I Assessment Plan, the City shall submit a Capital Improvement Plan (CIP) to the Department for review and approval. The CIP shall be developed by a professional engineer registered in the State of Missouri and recommend and prioritize improvements and include a schedule to complete the requirements of the I/I Assessment and Corrective Action Plan. The CIP shall include a schedule to obtain construction permits, if necessary, and complete the recommended improvements. In the event the Department comments on the CIP, the City shall submit a written response to address and satisfy said Department comments. The written response shall be submitted within thirty (30) days of receipt of said comments or within the time frame specified in the Department's correspondence.

D. Within thirty (30) days of completing all of the activities of the CIP the City shall submit to the Department a letter certifying that all of the activities detailed in the CIP have been completed as approved by the Department.

4. Maintenance and Repair Program

A. Within ninety (90) days of the effective date of the Agreement, the City shall submit a Maintenance and Repair Program (M&R Program) for its wastewater collection system to the Department for review and approval. The suggested guidance for developing the M&R Program is the United States Environmental Protection

Agency's (EPA) Guide for Evaluating Capacity, Management, Operation, and Maintenance (CMOM) Programs at Sanitary Sewer Collection Systems (Document No. EPA 305-B-05-002). The City's M&R Program shall include a schedule for routine and systematic inspection, maintenance and repair of the collection system and identify all known short and long term capital investment projects and activities the City anticipates will be necessary to ensure current and long term compliance with the City's MSOP.

B. The City's M&R Program shall include a process to reevaluate the assumptions, schedules, and conclusions of its M&R Program, including information developed through implementation of the I/I Assessment Plan, and revise the M&R Program as necessary to ensure it continues to function as a viable planning tool that enables the City to continue to effectively and efficiently operate its wastewater treatment system and comply with its MSOP. The reevaluation process shall be planned no less frequently than every two (2) years after preparation of the City's M&R Program.

5. Reporting and Record Keeping

A. Immediate Reporting. The City shall verbally notify the Department within twenty-four (24) hours from the time the City becomes aware of any discharges from the WWTF that receives less than secondary treatment, regardless of whether or not the discharge is a violation of the City's MSOP and each SSO event, with the exception of backups that are contained within a building. The City also agrees to submit a written report to the Department within five (5) days from the time the City becomes aware of any dry or wet weather bypasses or SSOs.

1. The written report shall contain the date, time, location, and estimated volume of the event, precipitation amount and duration, if any, and any additional information the City determines helpful in explaining the event and its circumstances or impacts.
2. Reporting required under this Subsection to the Department is in addition to any reporting required by the City's MSOP.

B. Semi Annual Reporting. Within six (6) months of the effective date of this Agreement, and each six (6) month period thereafter, the City shall submit to the Department a status report on or before the 28th day of the month following the end of the

six (6) month period. This report shall contain a summary of the progress and status of all projects and programs required by this Appendix, including, but not limited to:

1. A summary of information collected pursuant to Section 2 of this Appendix, including a tabulation of each SSO, bypass and backup event.
2. A list of all confirmed I/I sources, the date (best estimate) of confirmation, whether the I/I source is on private or public property, and the removal or correction date. If the source has not yet been removed or corrected then include the expected date. If the source is located on private property, identify all actions taken by the City and the date taken to secure the source(s) removal or correction.
3. A description of all preventative maintenance activities undertaken by the City. This shall include information identifying specific pipe segments, manholes, pump stations or other structures within the collection system which were inspected, cleaned, repaired or replaced. Where available, maps shall be submitted documenting the information provided in the report.
4. The status of implementation of all plans required by Sections 3 and 4 of this Appendix, including a statement as to whether specific scheduled milestone dates in the schedules included in each approved plan were met. Upon completion of a specific project in the approved plans, the City shall submit a certification that the specified work has been completed, including the following documentation of the completed work to the Department:
 - a. For work performed by a private contractor City personnel shall complete an inspection report for the completed project and certification by the City's Engineer that the specified work has been completed;
 - b. For work performed by the City's personnel a copy of the work order for the project verified by the City's Engineer as complete; and

- c. A list of all MSOP violations occurring within the six (6) month period. This tabular listing shall include the date of the violation, the parameter exceeded, the permit limit, the reported concentration, and any additional relevant information included in each DMR, within the six (6) month period, or on the cover letter for the DMR (i.e., claim of upset, etc.).

C. The City shall maintain copies of all written submissions prepared pursuant to this Agreement and this Appendix for at least thirty-six (36) months.

6. Requesting Termination of Reporting Requirements

Upon successful completion of all construction activities identified within the approved I/I Assessment Plan under Section 3 of this Appendix; full and successful implementation of all action required pursuant to Sections 2 and 4 of this Appendix; and reporting as required by Section 5 of this Appendix, the City may submit a report to the Department demonstrating such compliance and implementation of the required actions and request termination of the reporting requirements contained in Section 5B of this Appendix. The Department will consider termination of the reporting requirements contained in Section 5B of this Appendix when all actions identified above have been completed and the City demonstrates that it has corrected deficiencies within the physical structures comprising the City's wastewater treatment system, has significantly improved operation and maintenance processes, data collection and utilization, and has eliminated, to the extent feasible, SSOs, bypasses and backups. The reporting requirements of this Appendix shall remain in effect until a written notice of termination is issued by the Department.