

**STATE OF MINNESOTA
MINNESOTA POLLUTION CONTROL AGENCY**

IN THE MATTER OF: The City of Minneapolis STIPULATION AGREEMENT

Part 1. PARTIES. This Stipulation Agreement (“Agreement”) applies to and is binding upon the following parties:

- a. The City of Minneapolis (“Regulated Party”); and
- b. The Minnesota Pollution Control Agency (“MPCA”).

Unless specified otherwise in this Agreement, where this Agreement identifies actions to be taken by the MPCA, the Commissioner or the Commissioner’s designees shall act on the MPCA's behalf.

Part 2. PURPOSE AND SCOPE OF STIPULATION AGREEMENT. The purpose of this Agreement is to resolve the alleged violations set out in Part 6 of this Agreement by specifying actions the Regulated Party agrees to undertake. By entering into this Agreement, the Regulated Party is settling a disputed matter between itself and the MPCA and does not admit that the alleged violations set out in Part 6 of this Agreement occurred. However, the Regulated Party agrees that the MPCA may rely upon the alleged violations set out in Part 6 as provided in Part 11 of this Agreement. Except for the purposes of implementing and enforcing this Agreement, nothing in this Agreement constitutes an admission by either Party, or creates rights, substantive or procedural, that can be asserted or enforced with respect to any claim of or legal action brought by a person who is not a party to this Agreement.

Part 3. AUTHORITY. This Agreement is entered under the authority vested in the MPCA by Minnesota Statutes Chapters 115 and 116.

Part 4. DEFINITIONS. Unless otherwise explicitly stated, the definitions in Minnesota Statutes Chapters 115, 115A, 115B, 115C, 116, 116B and in Minnesota Rules Chapters 7000 to 7151 apply, as appropriate, to the terms used in this Agreement.

Part 5. BACKGROUND. The following is the background of this Agreement:

- a. The Regulated Party is a City that owns and operates a Municipal Water Treatment System, including the Fridley Dewatering Plant at 4300 Marshall Street Northeast, Minneapolis, Hennepin County, Minnesota, hereafter the "Facility."

b. The Facility consists of a fresh water intake from the Mississippi River, a lime softening process and filtration with granular media filters. The media filter backwash is recycled back to the head of the plant. Lime softening and coagulation basin sludge are thickened and dewatered using a centrifuge. Thickening overflow returns to the head of the plant; centrifuge solids are removed and land applied; and centrifuge centrate is sent to one of seven lime storage lagoons. The lime storage lagoons discharge decant water to the Mississippi through the Lagoon Overflow Treatment Plant (LOTP) surface discharge station SD-001. The residual lime solids in the lagoons are excavated and land applied as an agricultural liming material.

c. The Regulated Party also operates a Membrane Filtration Plant at its Columbia Heights location. The membrane washing wastes are discharged to Lagoon 8, located at the Fridley Dewatering Plant. This wastewater can be discharged to the Mississippi River directly from surface discharge station SD-013, or commingled with the decant water from Lagoon 1-7 and discharged to the Mississippi River at the LOTP (SD-001).

d. The Regulated Party operates the Facility under National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Permit No. MN0003247. The permitting history for the Facility commenced in 1971 with the most recent permit issued on February 3, 2005, and expiring on September 30, 2009.

e. The Facility has two controlled surface discharge locations to the Mississippi River, identified in the permit as SD-001 at the LOTP and SD-013 at Lagoon 8, and three permitted bypass points that discharge to the Mississippi River identified as SD-002, SD-003, and SD-004. The Mississippi River at the discharge location is classified as a Class 1C, 2B, 3B, 3C, 4A, 4B, 5, 6 Water. The Mississippi River is also an Outstanding Resource Value Water and a commercial waterway.

f. On June 7, 2007, a Duty Officer Report was received documenting a release from a truck carrying lime sludge from the Facility to a land application site. This lime material was released onto Highway 694 in rush hour traffic. This release was reported to the Duty Officer by the Minnesota Department of Transportation (MnDOT) dispatch and not reported by the driver. A contracted emergency responder was required to respond and clean up the spill site.

g. Additional Duty Officer Reports, documenting releases of lime sludge from trucks hauling lime material from the Facility, were received on April 3, 2008, May 13, 2008,

May 23, 2008, October 28, 2008 and November 18, 2008. The April 3, 2008, spill occurred in the same location as the June 7, 2007, event.

h. On June 26, 2008, the MPCA staff issued an Alleged Violations Letter (AVL) to the Regulated Party for the release of lime solids materials.

i. On July 9, 2008, the Regulated Party responded to the AVL in writing. The Regulated Party stated that the Contract hauler is responsible for the lime handling operation. The Regulated Party believed that its control over the material ended once the material left the site.

j. Duty Officer Reports were also received on: July 29, 2008, for a release from LOTP site to Mississippi River; August 7, 2007, for Coagulation Basin spill and release to the Mississippi River; and October 22, 2008, for a Coagulation Basin spill and release to the Mississippi River.

k. After receiving the October 22, 2008, Duty Officer Report, the MPCA staff conducted an on-site investigation. Upon arrival at the Facility, it was observed that Facility staff had taken action to contain the released material on the soils surface and prevent additional materials from entering the stormsewer system. However, no actions were taken at the Facility to clean up and remove the released material on the soils surface, within the stormsewer system or at the discharge to the Mississippi River. . During the investigation, the following impacts to the Mississippi river were observed: a white material had accumulated on the river bottom extending 50-75 feet from the outlet and 3-4 feet in width.

l. On November 26, 2008, the MPCA staff issued an Alleged Violations Letter (AVL) to the Regulated Party for the release of Coagulation Basin Slurry, late or missing Discharge Monitoring Reports (DMRs), and limit and monitoring violations.

m. On December 16, 2008 the Regulated Party responded to the AVL in writing.

Part 6. ALLEGED VIOLATIONS. The MPCA alleges that the Regulated Party has violated the following requirements of statute, rule, and/or permit condition:

a. **Minn. Stat. § 115.061, Duty to notify and avoid water pollution**, states, in part,

“it is the duty of every person to notify the agency immediately of the discharge, accidental or otherwise, of any substance or material under its control which, if not recovered, may cause pollution of waters of the state, and the responsible person shall recover as rapidly and as thoroughly as possible such substance or material and take immediately such other

action as may be reasonably possible to minimize or abate pollution of waters of the state caused thereby.”

The release events documented in the Duty Officer Report on June 7, 2007, and April 3, 2008, were not called in immediately by the Regulated Party or the Regulated Party’s subcontracted lime hauler. On October 22, 2008, at 13:04, the Regulated Party called in to the Minnesota (MN) Duty Officer a release event from the Coagulation Basin. The release was documented by the Regulated Party as starting at 10:30. The Regulated Party failed to immediately report the release event to the MN Duty Officer. The release was from a coagulation basin and was aqueous slurry of coagulation sludge (composed primarily of calcium, magnesium and metals removed in the water softening process). A large volume of the material was pooled on a yard area adjacent to the tank and an unknown volume of material drained off into an adjacent stormwater catch basin (~30 yards). This stormwater line discharges into the Mississippi River. Steps were taken to cease the discharge to the stormwater line by surrounding the inlet with sand bags. At the time of discovery, it was raining. No action was taken to prevent the material in the stormwater line from being discharged into the river, or to recover or contain the released material at the stormwater outlet to the Mississippi River. No immediate action was taken to clean up or recover, rapidly or thoroughly the discharged material on the soil surface. The material on the soil surface was cleaned up within 48 hours of the release event.

b. Minn. R. 7050.0210, subp. 2, Nuisance conditions prohibited, states,

“No sewage, industrial waste, or other wastes shall be discharged from either point or nonpoint sources into any waters of the state so as to cause any nuisance conditions, such as the presence of significant amounts of floating solids, scum, visible oil film, excessive suspended solids, material discoloration, obnoxious odors, gas ebullition, deleterious sludge deposits, undesirable slimes or fungus growths, aquatic habitat degradation, excessive growths of aquatic plants, or other offensive or harmful effects.”

At the outlet of the stormwater line, impacted by the coagulation basin release on October 22, 2008, there was evidence of excessive suspended solids material entering the Mississippi River. Along the shoreline of the river, a white material had accumulated on the river bottom extending 50-75 feet from the outlet and 3-4 feet in width. This deposited material was noted at 16:00 hours, five hours after the release event and after the rain had subsided.

c. NPDES/SDS Permit No. MN0003247, Chapter 4, Section 11.1, states, in part,

“The Permittee shall properly operate and maintain the systems used to achieve permit compliance. Proper operation and maintenance includes effective performance, adequate funding, adequate staffing and training, and adequate process and laboratory controls, including appropriate quality assurance procedures”;

The release events at the Coagulation Tank and the Lagoon Treatment Plant are repeat in nature. The frequency of these events demonstrates that adequate procedures are not in place for all

routine maintenance events. Spill prevention is not being implemented and, in the event of a spill, there are inadequate resources to assess and manage the event to control and minimize the potential for impact to water resources.

d. NPDES/SDS Permit No. MN0003247, Chapter 3, Water Supply Treatment, NPDES/SDS, Issued October 27, 2004

3. Residual Solids Management

3.1 The Permittee shall provide for the effective management and/or disposal of residual solids, or other substances resulting from treatment of potable water.

The Permittee shall dispose of residual solids in such a manner and at such locations that disposal practices shall not result in unlawful pollution of the air, surface water or ground water, or create nuisance conditions.

The Permittee shall manage residual solids resulting from treatment of potable water in accordance with its Residual Solids Management Plan.

The Regulated Party failed to effectively manage and dispose of residual solids. The failure to properly manage the lime solids removal and transporting process resulted in multiple spill events in locations with a risk for surface water contamination.

e. NPDES/SDS Permit No. MN 0003247; Chapter 1. Surface Discharge Station Requirements-General; 3. Discharge Monitoring Reports; 3.1

The Permittee shall submit monitoring results for discharges in accordance with the limits and monitoring requirements for this station. If no discharge occurred during the reporting period, the Permittee shall check the "No Discharge" box on the Discharge Monitoring Report (DMR).

NPDES/SDS Permit No. MN 0003247; Chapter 4. Total Facility Requirements; 3. Reporting;

3.1 The Permittee shall report monitoring results for the completed reporting period in the units specified by this permit on a Discharge Monitoring Report (DMR) form or other report form provided by the MPCA.

NPDES/SDS Permit No. MN 0003247; Limits and Monitoring Requirements

Date	Station	Analyte	Units	Limit	Result	Action
1/31/2008	SD 001	pH max	SU	9	10.7	Violation
2/29/2008	SD 013	Total Suspended Solids (TSS)	mg/L	30	46.1	Violation
2/29/2008	SD 013	Total Suspended Solids (TSS)	kg/Day	238	500.48	Violation
6/30/2008	SD 001	Total Suspended Solids (TSS)	kg/Day	40	48.16	Violation
9/30/2008	SD 001	Total Suspended Solids (TSS)	mg/L	30	34.4	Violation
8/31/2006	SD 001	Phosphorus, Total (as P)	mg/L	9	NR	Error
3/31/2008	SD 001	Aluminum, Total (as Al)	kg/Day	2.8	NR	Operations Issue
		Aluminum, Total (as Al)	mg/L	2.1	NR	Operations Issue
		Iron, Total (as Fe)	kg/Day	3.6	NR	Operations Issue
		Iron, Total (as Fe)	mg/L	2.7	NR	Operations Issue
		Manganese, Total (as Mn)	kg/Day	12.3	NR	Operations Issue
		Manganese, Total (as Mn)	mg/L	9.3	NR	Operations Issue
		pH Max	SU	9	NR	Operations Issue
		pH Min	SU	6	NR	Operations Issue
		Phosphorus, Total (as P)	mg/L	monitor	NR	Operations Issue
		Phosphorus, Total (as P)	mg/L	monitor	NR	Operations Issue
		Solids, Total Suspended (TSS)	kg/Day	40	NR	Operations Issue
		Solids, Total Suspended (TSS)	mg/L	30	NR	Operations Issue
7/31/2008	SD 013	Total Suspended Solids	kg/day	238	NR	Error
7/31/2008	SD 013	Ph	SU		NR	Error
9/30/2008	SD 001	Aluminum, Total as Al	kg/day	2.8	NR	Error

The Regulated Party failed to submit complete sample results on monthly DMR's for August 2006, July 2008, and September 2008. The Regulated Party did not meet the permit limits for analyses on five occasions. The limit violations for station SD-013 was attributed to Pace Analytical Lab errors.

Part 7. CIVIL PENALTY. The Regulated Party agrees to pay \$13,300.00 to the MPCA as a civil penalty for the violations alleged in Part 6 within 30 days after the effective date of this Agreement. Payment of the penalty amount is to be by check or money order payable to the Minnesota Pollution Control Agency. The check must be mailed to:

Enforcement Penalty Coordinator, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194 or to make an Electronic Payment, contact Carl Agerbeck at 651-757-2182, MPCA Fiscal Services staff.

If the Regulated Party fails to make the required payment on time, the MPCA may assess and the Regulated Party agrees to pay a late payment charge, in addition to the civil penalty, to

be assessed as follows. Forty-five days after the effective date of this Agreement, the Regulated Party is obligated to pay a late charge in an amount equal to ten percent of the unpaid civil penalty. Sixty days after the effective date of this Agreement, the Regulated Party is obligated to pay an additional late charge in an amount equal to twenty percent of the unpaid civil penalty.

Part 8. REGULATED PARTY REQUIREMENTS. The Regulated Party agrees to the following requirements:

a. Within 30 days of the effective date of this Agreement, the Regulated Party shall submit an updated residual solids management plan that outlines the lime solids loading process at the facility and oversight and quality assurance responsibilities that the Permittee employs to prevent or minimize spill and release events associated with residual solids processing.

b. Within 30 days of the effective date of this Agreement, the Regulated Party shall submit proposed amendments in contract language for any lime hauling contracts, to ensure that the lime solids process is conducted in compliance with all applicable regulations. Included in this plan shall be information on the oversight process and requirements for Minneapolis Water Works staff charged with this plant process.

...THIS REQUIREMENT HAS BEEN COMPLETED.

c. Within 30 days of the effective date of this Agreement, the Regulated Party shall generate and submit an emergency response plan that includes:

1. A contact calling tree and chain of command within each facility.
2. Contact information for emergency responders (MN Duty Officer, Contract Lab and qualified contractors).
3. The location for the storage of emergency clean up “kit” and a list of best management practices and tools available.

This plan shall be posted at all workstations at the dewatering facility and in any on-site vehicles owned and operated by the regulated party.

d. Within 60 days of the effective date of this Agreement, the Regulated Party shall submit a plan for training employees that may need to respond to emergency release events. This training shall include sampling and clean-up procedures, information on contract responders, and notification requirements. This plan shall also include provisions for continued education for employees.

e. Within 90 days of the effective date of this Agreement, the Regulated Party shall submit a basis of design for the proposed facility improvements at the Fridley Dewatering Facility to prevent unintentional release events and a timeline for the completion of each item.

f. Within 90 days of the effective date of this Agreement, the Regulated Party shall submit a facility evaluation that shall include a list of proposed operational changes to prevent unintentional release events and a timeline for the completion of each item.

g. By January 1, 2010, the Regulated Party shall submit a training report listing dates of training, a list of employees from each training event, including job title, and a percentage of staff trained.

Part 9. PENALTIES FOR VIOLATIONS OF THIS AGREEMENT.

a. If the Regulated Party fails to comply with requirements of Part 8 of this Agreement, the Regulated Party shall pay to the MPCA a penalty in the amount of \$300 per requirement for each day of failure.

b. Penalties for failure to comply with requirements of Part 8 of this Agreement shall accrue from the date the Regulated Party was to have fulfilled the requirement until the Regulated Party fulfills the requirement. Penalties shall not accrue while the MPCA considers a timely extension request under Part 14 or during dispute resolution under Part 12; unless the MPCA determines that the Regulated Party filed the request or initiated dispute resolution solely for purposes of delay. If the Regulated Party does not pursue dispute resolution under Part 12 for denial of a timely extension request, penalties shall accrue from the date the extension request is denied by the MPCA Case Contact. If the Regulated Party pursues dispute resolution for denial of an extension request and does not file a timely challenge in a court of competent jurisdiction as provided by Part 12, penalties shall accrue from the date of a Commissioner's dispute resolution decision against the Regulated Party until the Regulated Party fulfills the requirement that is the subject of the extension request.

c. The Regulated Party shall pay a penalty under this Part within 30 days after receiving written notice from the MPCA that the penalty is due. The written notice shall specify the provision of the Agreement that the Regulated Party has not fulfilled and indicate the date penalties began to accrue. If the Regulated Party fails to make timely payment, the MPCA may assess and the Regulated Party agrees to pay a late payment charge, in addition to the stipulated

penalty, to be assessed as follows. Forty-five days after receipt of written notice, the Regulated Party shall be obligated to pay a late charge in an amount equal to ten percent of the unpaid stipulated penalty. Sixty days after receipt of written notice, the Regulated Party shall be obligated to pay an additional late charge in an amount equal to twenty percent of the unpaid stipulated penalty.

d. In dispute resolution before the Commissioner under Part 12, the Regulated Party can contest the factual basis for the MPCA's determination that the Regulated Party has not fulfilled a requirement of this Agreement covered by this Part. However, the Regulated Party waives its right to challenge, on legal grounds, the requirement that it pay penalties under this Part.

e. The Regulated Party shall not be liable for payment of penalties for failure to comply with requirements of Part 8 of this Agreement covered by this Part if it has submitted to the MPCA a timely request for an extension of schedule under Part 14 and the MPCA has granted the request. The MPCA's grant of an extension of schedule waives the payment of penalties covered by this Part only on the requirements for which the MPCA granted an extension of schedule and only for the time period specified by the MPCA in the grant of an extension. An extension of schedule for one requirement of Part 8 does not extend the schedule for any other requirement of Part 8.

f. Any requirement of this Agreement may be enforced as provided in Minn. Stat. § 115.071. Payment of a stipulated penalty does not relieve the Regulated Party of its obligation to fulfill and complete requirements under the Agreement and to otherwise comply with the terms and conditions of the Agreement.

Part 10. COVENANT NOT TO SUE AND RESERVATION OF REMEDIES. With respect to the Regulated Party, the MPCA agrees not to exercise any administrative, legal or equitable remedies available to the MPCA to address the violations alleged and described in Part 6 and in the June 28, 2008 and November 26, 2008 MPCA Alleged Violations letters issued to the Regulated Party as long as the Regulated Party performs according to and has complied with the terms and conditions contained in this Agreement.

The MPCA reserves the right to enforce this Agreement or take any action authorized by law, if the Regulated Party fails to comply with the terms and conditions of this Agreement. Further, the MPCA reserves the right to seek to enjoin violations of this Agreement and to

exercise its emergency powers pursuant to Minn. Stat. § 116.11 in the event conditions or the Regulated Party's conduct warrant such action. Nothing in this Agreement shall prevent the MPCA from exercising these rights and nothing in this Agreement constitutes a waiver of these rights. The MPCA reserves the right to pursue recovery for Natural Resources Damages pursuant to Minn. Stat. § 115.071, Minn. Stat. § 115B.08 or other laws. Nothing in this Agreement shall prevent the MPCA from exercising these rights and nothing in this Agreement constitutes a waiver of these rights.

The Regulated Party agrees to waive all claims it may now have, as of the effective date of this Agreement, under Minn. Stat. § 15.472 for fees and expenses arising out of matters leading up to and addressed in this Agreement.

Part 11. REPEAT VIOLATIONS. Federal and state environmental programs establish harsher penalties for violations of environmental laws or rules that constitute repeat violations. In a proceeding to resolve alleged violations by the Regulated Party, if any, occurring after the date of the alleged violations set out in Part 6 of this Agreement, the Regulated Party may argue about the extent to which the violations alleged in Part 6 of this Agreement should affect the penalty amount for the later violations, but waives the right: (1) to contend that the violations alleged in Part 6 of this Agreement did not occur as alleged and (2) to require the MPCA to prove the violations alleged in Part 6 of this Agreement.

Part 12. RESOLUTION OF DISPUTES. The parties to this Agreement shall resolve disputes that arise as to any part of the Agreement as follows:

a. Either party, acting through its Case Contact (as named in Part 15 below), may initiate dispute resolution by providing to the Case Contact of the other party an initial written statement setting forth the matter in dispute, the position of the party, and the information the party is relying upon to support its position.

The other party, acting through its Case Contact, shall provide a written statement of its position and supporting information to the Case Contact of the initiating party within 14 calendar days after receipt of the initial written statement.

b. If the parties, acting through their Case Contacts, do not reach a resolution of the dispute and reduce such resolution to writing in a form agreed upon by the parties within 21 calendar days after the initiating party receives the statement of position from the responding party, the Commissioner shall issue a written decision resolving the dispute. The written decision

may address stipulated penalties assessed pursuant to Part 9. The Commissioner's decision shall be considered a final decision of the MPCA for purposes of judicial review.

c. The Commissioner's decision shall become an integral and enforceable part of this Agreement unless the Regulated Party timely challenges the decision in a court of competent jurisdiction. Failure to timely challenge means the Regulated Party agrees to comply with the MPCA Commissioner's decision on the matter in dispute and to pay any penalties that accrue pursuant to Part 9 for failure to fulfill requirements of this Agreement that are the subject of the dispute resolution. Further, if the Commissioner's decision assesses penalties pursuant to Part 9 of this Agreement, the Regulated Party agrees to and shall pay the amount of penalty determined by the Commissioner within 60 days after receiving the Commissioner's decision.

d. Throughout any dispute resolution, the Regulated Party shall comply with all portions of the Agreement that the MPCA determines are not in dispute.

Part 13. VENUE. Actions brought by the MPCA to enforce requirements and terms of this Agreement shall be venued in Ramsey County District Court.

Part 14. EXTENSION OF SCHEDULES. If the Regulated Party wants an extension of a deadline included in a schedule set out in Part 8, the Regulated Party must request the extension in writing at least ten days before the scheduled deadline, or as soon as possible before that date if the reason for the extension request arises less than ten days before the deadline.

Each deadline extension request shall separately specify the reason why the extension is needed. No requested extension shall be effective until approved in writing by the MPCA, acting through the MPCA Case Contact or the Commissioner.

The MPCA shall grant an extension only for the period of time the MPCA determines is reasonable under the circumstances. The written approval or grant of an extension request shall be considered an enforceable part of the Agreement.

The Regulated Party has the burden of demonstrating to the satisfaction of the MPCA that the request for the extension is timely, and that good cause exists for granting the extension. Good cause can include, but is not limited to, the following:

- a. Circumstances beyond the reasonable control of the Regulated Party; and
- b. Delays caused by the MPCA in reviewing timely submittals required by this Agreement, the Regulated Party submitted in complete and approvable form, which make it not feasible for the Regulated Party to meet the required schedules.

Good cause does not include unanticipated costs, increases in the cost of control equipment, or delays in MPCA review of submittals when the submittals are not in complete and approvable form.

The Regulated Party may challenge a decision by the MPCA to deny a request for an extension under Part 12.

Part 15. CASE CONTACT. The MPCA and the Regulated Party shall each designate a Case Contact for the purpose of overseeing the implementation of this Agreement. The MPCA Case Contact is Charly Wojtysiak. The Regulated Party's Case Contact is Chris Catlin, Superintendent, Water Plant Operations: 4300 Marshall Street, NE, Minneapolis, MN 55421, phone number: 612-661-4904. Either party may change its designated Case Contact by notifying the other party in writing, within five days of the change. To the extent possible, communications between the Regulated Party and the MPCA concerning the terms and conditions of this Agreement shall be directed through the Case Contacts. The address and telephone number of the MPCA's Case Contact is: Charly Wojtysiak 4th Floor, 520 Lafayette Road North, St. Paul Minnesota 55155, phone number 651-757-2831.

Part 16. REGULATED PARTY INFORMATION. The Regulated Party shall not knowingly make any false statement, representation or certification in any record, report, plan or other document filed or required to be submitted to the MPCA under this Agreement.

The Regulated Party shall immediately upon discovery report to the MPCA any errors in such record, report, plan or other document.

Part 17. REVIEW OF SUBMITTALS. The MPCA, acting through its Commissioner, Case Contact, or other designated MPCA staff, shall review all submittals made by the Regulated Party as required by this Agreement and shall notify the Regulated Party in writing of the approval or disapproval of each submittal, if applicable. The MPCA and the Regulated Party shall consult with each other upon the request of either party during the review of submittals or modifications. If any submittal is disapproved in whole or in part, the MPCA Commissioner or designated MPCA staff shall notify the Regulated Party of the specific inadequacies and shall indicate the necessary amendments or reviews. Within 15 calendar days after receipt of any notice of disapproval, the Regulated Party shall submit revisions and take actions to correct the inadequacies.

Part 18. ACCESS. During the term of this Agreement, the Regulated Party agrees to provide the MPCA and its staff access to the Facility and its records and documents related to the implementation of this Agreement to the extent provided under Minn. Stat. § 116.091 or other law, conditioned only upon the presentation of credentials.

Part 19. SAMPLING AND DATA AVAILABILITY. The Regulated Party shall make available to the MPCA the results of any sampling, tests, or other data generated by the Regulated Party, or on its behalf, to implement the requirements of this Agreement.

Part 20. RETENTION OF RECORDS. The Regulated Party shall retain in its possession all records, documents, reports and data related to this Agreement. The Regulated Party shall preserve these records, documents, reports and data for a minimum of three years after the termination of this Agreement despite any document retention policy of the Regulated Party to the contrary, and shall promptly make all such documentation available for review upon request by the MPCA.

Part 21. APPLICABLE LAWS AND PERMITS. The Regulated Party shall undertake all actions required to be taken pursuant to this Agreement in accordance with the requirements of all applicable state and federal laws and regulations. Except when the MPCA has specified and authorized a different compliance method in Part 8, the Regulated Party must also comply with all applicable permits, orders, stipulation agreements and schedules of compliance. Nothing in this Agreement exempts or relieves the Regulated Party of its obligation to comply with local governmental requirements.

Part 22. OTHER CLAIMS. Nothing herein shall release the Regulated Party from any claims, causes of action or demands in law or equity by any person, firm, partnership or corporation not a signatory to this Agreement for any liability may have arising out of or relating to the release of any pollutant or contaminant from its operations or from a facility. Neither the Regulated Party nor the MPCA shall be held as a party to any contract entered into by the other party to implement the requirements of this Agreement.

Part 23. LIABILITIES. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §§ 3.732, et seq., and other applicable law. The

Regulated Party's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466, and other applicable law.

Part 24. SUCCESSORS, AGENTS AND CONTRACTORS. This Agreement shall be binding upon the Regulated Party and its successors and assigns and upon the MPCA, its successors and assigns. If the Regulated Party sells or otherwise conveys or assigns any of its right, title or interest in the Facility, the conveyance shall not release the Regulated Party from any obligation imposed by this Agreement, unless the party to whom the right, title or interest has been transferred or assigned agrees in writing to fulfill the obligations of this Agreement and the MPCA approves the transfer or assignment. The Regulated Party shall ensure that the Regulated Party's agents, contractors and subsidiaries comply with the terms and conditions of this Agreement.

Part 25. AMENDMENTS. Except with respect to extensions of schedules granted under Part 14 and approved submittals under Part 17, this Agreement may be amended only by written agreement between the parties.

Part 26. EFFECTIVE DATE. This Agreement shall be effective on the date it is signed by the MPCA.

Part 27. TERMINATION. The provisions of this Agreement shall be deemed satisfied and terminated when the Regulated Party receives written notice from the MPCA that the Regulated Party has demonstrated, to the satisfaction of the MPCA, that all terms of the Agreement have been completed.

Part 28. SURVIVAL. The provisions of Parts 2, 10, 11, 16, 19, 20, 21, 22, 23, 24, and 28 of this Agreement and the rights, duties and obligations of the MPCA and the Regulated Party created in those provisions shall survive termination of this Agreement.

**BY THEIR SIGNATURES BELOW, THE UNDERSIGNED REPRESENT THAT THEY
HAVE AUTHORITY TO BIND THE PARTIES THEY REPRESENT**

CITY OF MINNEAPOLIS

**STATE OF MINNESOTA
POLLUTION CONTROL AGENCY**

By: _____

By: _____

Name: _____

Wendy L. Turri, Manager
Municipal Wastewater Section
Municipal Division

Title: _____

Date: _____

Date: _____