

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

NORTHWEST ENVIRONMENTAL
ADVOCATES, an Oregon non-profit
corporation, NORTHWEST
ENVIRONMENTAL DEFENSE CENTER, an
Oregon non-profit corporation, and BILL
BAKKE,

Petitioners,

v.

OREGON DEPARTMENT OF
ENVIRONMENTAL QUALITY, an agency
of the State of Oregon, and RICHARD
WHITMAN, in his official capacity as the
Director of Oregon Department of
Environmental Quality,

Respondents.

Case No. 17CV10217

GENERAL JUDGMENT ON CONSENT

ORS 20.140 - State fees deferred at filing

RECITALS

Petitioners Northwest Environmental Advocates, Northwest Environmental Defense Center, and Bill Bakke; and Respondents Oregon Department of Environmental Quality and Richard Whitman, by and through undersigned counsel, state as follows:

WHEREAS Petitioner Northwest Environmental Advocates (“NWEA”) is a non-profit Oregon corporation with its principal business office located in Multnomah County, Oregon that works through advocacy and education to protect and restore water and air quality, wetlands, and wildlife habitat in the Northwest and beyond;

WHEREAS Petitioner Northwest Environmental Defense Center (“NEDC”) is a non-profit Oregon corporation with its principal business office located in Multnomah County,

Oregon that works to preserve, protect, and improve the environmental quality of the Pacific Northwest;

WHEREAS Petitioner Bill Bakke is a member of NWEA and NEDC and an individual residing in Multnomah County, Oregon;

WHEREAS Respondent Oregon Department of Environmental Quality (“DEQ”) is an agency of the State of Oregon and has its principal place of business in Multnomah County;

WHEREAS Respondent Richard Whitman is the current Director of the Oregon Department of Environmental Quality and has his office in Multnomah County, Oregon;

WHEREAS Petitioners filed the Petition for Judicial Review in this matter on March 8, 2017, against the Oregon Department of Environmental Quality and Richard Whitman, alleging that Respondents unreasonably delayed taking action or failed to make decisions on pending National Pollutant Discharge Elimination System (“NPDES”) permit renewal applications, and seeking declaratory and injunctive relief, the Amended Petition for Judicial Review on June 14, 2017, and the Second Amended Petition for Judicial Review on August 17, 2017;

WHEREAS pursuant to the federal Clean Water Act, the United States Environmental Protection Agency has authorized the State of Oregon to administer the NPDES program within the State;

WHEREAS pursuant to its delegated authority to administer the NPDES program, DEQ issues NPDES permits to persons authorizing such persons to discharge pollutants into waters of the State of Oregon;

WHEREAS Oregon regulations provide that a NPDES permit will be effective for a “fixed term not to exceed five years” (OAR 340-045-0035(8));

WHEREAS one of the purposes of the five-year NPDES permit term is to ensure that permits are regularly re-evaluated and updated to incorporate new or revised water quality standards and pollution control technologies;

WHEREAS Oregon regulations allow persons wishing to obtain a renewal of an existing NPDES permit from DEQ to submit a written application at least 180 days before the existing NPDES permit expires (OAR 340-045-0030(1));

WHEREAS DEQ can take final administrative action on an NPDES permit renewal application by renewing the NPDES permit, registering an applicant to a general NPDES permit, or terminating the NPDES permit;

WHEREAS Oregon regulations provide that if a completed application for renewal of a NPDES permit is timely filed with DEQ, the permit will not expire and instead will become administratively continued until final action has been taken by DEQ on the renewal application (OAR 340-045-0040);

WHEREAS as of November 5, 2018, 148 individual NPDES permits and 15 general NPDES permits have been administratively continued for more than five years beyond the five-year permit term, meaning that the permits themselves were issued at least ten years ago and in some instances more than fifteen, twenty, or twenty-five years ago;

WHEREAS the parties agree that it is in the public interest to reduce or eliminate the backlog of administratively continued permits;

WHEREAS the Parties, through their authorized representatives and without any admission or final adjudication of any issues of fact or law or waiver of any factual or legal claim or defense raised in or in response to the Petition for Review, have reached a settlement of the claim against DEQ and Director Whitman that the Parties consider to be a fair, adequate, and equitable resolution of Petitioners' claim;

WHEREAS the Parties agree that resolution of this matter without further litigation is in the best interest of the Parties and the public, and that entry of this Consent Judgment is the most appropriate means of resolving this action;

NOW, THEREFORE, without the trial of any issue of fact or law, upon consent of the Parties, and upon consideration of the mutual promises contained herein,

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

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over, and is the appropriate venue for, this Petition for Review of DEQ's allegedly unreasonable delay to make one or more decisions brought pursuant to ORS 183.490 because all of the parties have their principal place of business in, office in, or reside in Multnomah County, Oregon and because the cause of suit, or some part thereof, arose in Multnomah County, Oregon. See ORS 14.030; ORS 14.060; ORS 183.484.

II. DEFINITIONS

2. Whenever terms listed below are used in this Consent Judgment, the following definitions apply:

a. "Administratively Continued Permits" refers to individual NPDES permits that were administratively continued for more than five years as of November 6, 2018.

These permits are listed in Attachment A to this Consent Judgment.

b. "DEQ" refers to Respondents in this lawsuit, which includes the Oregon Department of Environmental Quality and Richard Whitman, Director of the Oregon Department of Environmental Quality.

c. "EPA" refers to the United States Environmental Protection Agency.

d. For individual NPDES permits, the term "Final Administrative Action" means renewal of the individual NPDES permit, registration of the applicant to a general NPDES permit, or termination of the individual NPDES permit. For general NPDES permits, the term "Final Administrative Action" means either renewal or termination of the general NPDES permit.

e. "NPDES" refers to the National Pollutant Discharge Elimination System.

f. "Party" shall refer to either Petitioners or DEQ.

g. "Parties" shall collectively refer to Petitioners and DEQ.

h. “Petitioners” shall refer collectively to all Petitioners in this lawsuit, which are Northwest Environmental Advocates, Northwest Environmental Defense Center, and Bill Bakke.

i. “Services” refers collectively to the United States Fish and Wildlife Service and the National Marine Fisheries Service.

j. The “federal fiscal year” means October 1st through September 30th of the particular year.

III. PROVISIONS RELATED TO ACTIONS ON INDIVIDUAL NPDES PERMITS

3. Within ten years of the date of entry of this Consent Judgment, DEQ will review all Administratively Continued Permits (listed in Attachment A to this Consent Judgment), and take Final Administrative Action on each of these permits.

4. As soon as practicable after the plans are finalized but no later than October 1 of each year that this Consent Judgment is in effect, DEQ will publish online a Five-Year Permit Issuance Plan for all individual NPDES permits in the State of Oregon, including administratively continued and non-administratively continued permits. The Five-Year Permit Issuance Plan will propose dates for Final Administrative Action for the permits. The number of permits included on the Five-Year Permit Issuance Plan for each federal fiscal year will reflect the number of permits that DEQ needs to issue on an annual basis, based on the current number of individual NPDES permits in the State of Oregon, to make progress towards reducing the NPDES permit backlog to no more than a ten percent backlog within ten years, with only five percent of the permits being administratively continued for more than five years. DEQ will update its Five-Year Permit Issuance Plan at the end of each federal fiscal year to reflect changes including but not limited to those contemplated in this Consent Judgment.

5. As soon as practicable after the plans are finalized but no later than October 1 of each year that this Consent Judgment is in effect, DEQ will publish online an Annual Permit Issuance Plan for the upcoming federal fiscal year. The Annual Permit Issuance Plan shall

identify which individual NPDES permits DEQ intends issue for each quarter of the upcoming federal fiscal year. The number of permits included on the Annual Permit Issuance Plan for each federal fiscal year will reflect the number of permits on which DEQ must take Final Administrative Action annually, based on the current number of individual NPDES permits in the State of Oregon, to make progress towards reducing the NPDES permit backlog to no more than a ten percent backlog within ten years, with only five percent of the permits being administratively continued for more than five years. Each Annual Permit Issuance Plan shall include an explanation of any deviation from the prior year's Annual Permit Issuance Plan.

6. The Parties agree to the following requirements ("Milestones"), which shall be binding on DEQ:

a. After Year 1 of this Consent Judgment, the Parties or their representatives will meet in-person to discuss DEQ's progress in reducing the NPDES permit backlog and its compliance with the terms of this Consent Judgment.

b. Within two years of the date of entry of this Consent Judgment, DEQ must have taken Final Administrative Action on at least 10 percent of the Administratively Continued Permits.

c. Within four years of the date of entry of this Consent Judgment, DEQ must have taken Final Administrative Action on at least 25 percent of the Administratively Continued Permits.

d. Within six years of the date of entry of this Consent Judgment, DEQ must have taken Final Administrative Action on at least 40 percent of the Administratively Continued Permits, including all permits that were administratively continued for more than 10 years as of the date the Parties entered into this Consent Judgment.

e. Within eight years of the date of entry of this Consent Judgment, DEQ must have taken Final Administrative Action on at least 75 percent of the Administratively Continued Permits.

f. Within ten years of the date of entry of this Consent Judgment, DEQ must have taken Final Administrative Action on 100 percent of the Administratively Continued Permits.

7. If an Administratively Continued Permit subject to this Consent Judgment is revoked, voluntarily surrendered, or if a permittee withdraws a pending individual NPDES permit application, DEQ's obligations under this Consent Judgment will be considered satisfied with regard to that permit and DEQ need not take Final Administrative Action pursuant to this Consent Judgment for that permit.

IV. CONTINGENCIES

8. The occurrence of any of the following events may affect DEQ's ability to meet the Milestone requirements set forth in paragraph 6 above and shall result in the procedures described in paragraphs 9–15 below.

a. If DEQ's Water Quality Program is staffed below the Current Service Level of 218.06.¹ For example, if DEQ were required to make staff reductions because of Other Fund (i.e. fee funded) or Federal Fund revenue shortfalls in the Modified Current Service Level Budget that were not restored in policy option packages in the Legislatively Adopted Budget, DEQ could have fewer resources to complete permitting work. The legislatively adopted budget could also reduce General Fund and Lottery Fund, which would also reduce the Current Service Level budget.

¹ Current Service Level is defined as "The calculated cost of continuing only current legislatively-approved programs into future biennia. For the upcoming biennium, Current Service Level begins with the current biennium Legislatively Adopted Budget. Added to it are Emergency Board actions through May of the even year, programs phased in, mandatory caseload increases, and other cost increases such as inflation. Subtracted are one-time costs, programs phased out, and pilot programs."

(<http://www.oregon.gov/das/Financial/Documents/glossary.pdf>, p. 2).

b. Any water quality standard effective as of the date of entry of the Consent Judgment is held by EPA or a court to be invalid during any of years five through ten of the life of this Consent Judgment.

c. A new water quality standard that became effective after the date of entry of this Consent Judgment is invalidated during any of years five through ten of the life of this Consent Judgment.

d. If a new water quality standard promulgated by EPA during any of years five through ten of the life of this Consent Judgment requires significant data collection and/or analyses and DEQ did not have two years advance notice of the new data or analyses required.

e. Any currently effective Total Maximum Daily Load (“TMDL”) is vacated, invalidated, or otherwise set aside by a court order during any of years five through ten of the life of this Consent Judgment prior to DEQ’s or EPA’s adopting a replacement TMDL, other than TMDLs that are the subject of existing litigation as of the date of entry of this Consent Judgment.

f. Any variance issued, including a multi-discharger variance, is disapproved by EPA or otherwise invalidated by a court during any of years five through ten of the life of this Consent Judgment.

g. An EPA action occurs during any of years five through ten of the life of this Consent Judgment that requires Endangered Species Act consultation and is necessary for permit issuance because the consultation pertains to an EPA action that address pollutants or parameters likely to be incorporated in an effluent limit, and consultation is not completed by EPA or the Services in a timely manner (defined as either EPA’s or the Services’ taking longer than ninety days to complete a Biological Evaluation/Assessment or Biological Opinion, respectively).

h. Any generally applicable method for compliance in individual NPDES permits, including but not limited to trading, compliance schedules, variances, intake credits, and the background concentration rule, is either invalidated through a court challenge or deemed unacceptable by EPA during any of years five through ten of the life of this Consent Judgment.

i. EPA review of two or more permits results in delays of greater than six months for those permits during year ten of the life of this Consent Judgment.

j. Any Federal or State law or regulation is amended in a way that results in the NPDES permitting program's needing additional resources to meet the new or amended requirements.

k. The rate of permit appeals or petitions for reconsideration by permittees increases to an extent that delays permit renewal or issuance.

l. An increase in new individual NPDES permit applications above the current average of three new applications per year.

m. Information management systems critical for permit issuance are materially compromised or terminated.

9. If an event listed in paragraphs 8(a)–(m) occurs, or DEQ alleges that it has occurred, DEQ may seek to amend a Milestone or Milestones in paragraph 6 above. DEQ must provide Petitioners with a list of the permits the issuance of which DEQ claims will be directly affected because of the occurrence of the event. There shall be a rebuttable presumption against amending a Milestone or Milestones. When seeking to amend a Milestone or Milestones, DEQ shall bear the burden of establishing by a showing of substantial evidence that: (1) the event has occurred; (2), the event will prevent DEQ from meeting a Milestone or Milestones; and (3) the event is the direct cause of DEQ's inability to meet the Milestone or Milestones.

10. If DEQ demonstrates to Petitioners that it has met the burden described in paragraph 9, the parties shall meet and make a good faith effort to renegotiate the Milestone or

Milestones that DEQ seeks to amend. If the parties reach agreement regarding how to amend the Milestone or Milestones, the Parties will then move the Court to amend the Milestone or Milestones in the Consent Judgment.

11. If the parties cannot reach agreement regarding whether DEQ has met its burden described in paragraph 9, the Parties may invoke the Dispute Resolution procedure set forth in paragraph 46.

12. If DEQ demonstrates to Petitioners that it has met the burden described in paragraph 9 but the parties cannot reach agreement regarding how to amend the Milestone or Milestones, the Parties may invoke the Dispute Resolution procedure set forth in paragraph 46.

13. In no event may a Milestone be amended absent either: (1) written agreement of the Parties and approval of the Court, or (2) a Court order pursuant to paragraph 46.

14. If the Court amends a Milestone or Milestones as a result of any of the processes and procedures in paragraphs 9–12 or 46 because of the occurrence of an event listed in paragraphs 8(b)-(h), then DEQ must issue the permits directly affected by the event within two years of the date that the event occurred or within a different time period agreed to by the Parties.

15. The occurrence of any event or events described in paragraphs 8(a)-(m) above shall have no effect on, nor be grounds for DEQ's failure to comply with, the timelines and requirements set forth in sections VI (entitled "Permitting Support Actions"), VII (entitled "Transparency"), and VIII (entitled "Reporting") of this Consent Judgment.

V. SCHEDULE RELATED TO ACTIONS ON GENERAL PERMITS

16. Within three years of the date of entry of this Consent Judgment, DEQ will review and take Final Administrative Action on the following general NPDES permits:

- a. 900J Permit for Seafood Processing
- b. 2300A Permit for Pesticides
- c. 1500A Permit for Cleanup Sites

17. By December 1, 2018, DEQ will publish a Schedule for taking Final Administrative Action on these general NPDES permits over the subsequent three years.

18. If an event listed in paragraphs 8(a)–(m) occurs, or DEQ alleges that it has occurred, DEQ may seek to amend the Schedule set forth in paragraph 17 above for one or more of the listed general NPDES permits. There shall be a rebuttable presumption against amending the Schedule. When seeking to amend the Schedule, DEQ shall bear the burden of establishing by a showing of substantial evidence that: (1) the event has occurred; (2), the event will prevent DEQ from meeting the Schedule; and (3) the event is the direct cause of DEQ’s inability to meet the Schedule.

19. If DEQ demonstrates to Petitioners that it has met the burden described in paragraph 18, the parties shall meet and make a good faith effort to renegotiate the Schedule. If the parties reach agreement regarding how to amend the Schedule, the Parties will then move the Court to amend the Schedule in the Consent Judgment.

20. If the parties cannot reach agreement regarding whether DEQ has met its burden described in paragraph 18, the Parties may invoke the Dispute Resolution procedure set forth in paragraph 46.

21. If DEQ demonstrates to Petitioners that it has met the burden described in paragraph 18 but the parties cannot reach agreement regarding how to amend the Schedule, the Parties may invoke the Dispute Resolution procedure set forth in paragraph 46.

VI. PERMITTING SUPPORT ACTIONS

22. DEQ will require individual NPDES permit applicants to submit all data necessary for DEQ to take Final Administrative Action on such applications sufficiently in advance of the date on which DEQ plans to take such action. DEQ agrees that it may, in some instances, need additional data from permittees in order to meet the requirements of 40 C.F.R. §§ 122.4(d), 122.44(d) to ensure that it issues permits with sufficient water quality-based effluent limits necessary to achieve water quality standards. In order that DEQ may establish any

necessary limitations to prevent discharges that cause or contribute to violations of water quality standards, as required by, inter alia, 40 C.F.R. § 122.44(d)(1)(i), DEQ needs sufficient data to properly characterize the quality of a permittee's effluent and the receiving stream. Such data may include, where appropriate, those necessary for DEQ to meet the requirements of 40 C.F.R. § 122.44(d)(1)(ii) to account for dilution of the effluent in the receiving water, whole effluent toxicity, and new or revised water quality standards. Such data may also include, where appropriate, those necessary for DEQ to meet the requirements of 40 C.F.R. § 122.44(d)(1)(ii) to account for existing controls on point and nonpoint sources of the pollutant or pollutant parameters being discharged; seasonal and other forms of variability of pollutants and parameters; and narrative criteria including but not limited to OAR 340-041-0033(1). DEQ may issue permits with provisions that would allow DEQ to modify permits when it receives new data. See Oregon NPDES Permit General Conditions A5 and D7; 40 C.F.R. §§ 122.41(f),(h) and 40 C.F.R. §122.62.

23. Within three years of the date of entry of this Consent Judgment, DEQ will provide its permit writers with internal guidance on how to ensure that the effluent and receiving streams are properly characterized to meet the requirements noted above, including developing, as necessary, protocols for pollutant/parameter-specific sampling plans. DEQ will consider and incorporate approaches described in Technical Support Document for Water Quality-Based Toxics Control, USEPA 1991, EPA-505/2-90-001, Office of Water Enforcement and Permits (and revision, dated June 5, 1992 and printed in Federal Register, Volume 57, No. 109, pg. 24401), which may include the use of reopener clauses in permits. DEQ may issue such guidance on a rolling basis within the three-year period. DEQ's internal guidance will take into consideration how much time DEQ permit writers may need to review, if desired, permittees' sampling plans prior to their implementation; time related to the variability of pollutants and pollutant parameters; and time for DEQ to use the results of the data and still issue permits consistent with its plans.

24. Within 18 months of the date of entry of this Consent Judgment, DEQ will consider adopting an approach to permitting that uses internal experts. For example, that approach may be based on designating individuals within DEQ with expertise on discharges from specific industries or aspects of the permitting process. DEQ will report to Petitioners the approach it decides to use, if any, and, if it chooses to change to a different approach to internal experts during the time period covered by the Consent Judgment, it will report that change.

25. DEQ will not retract an NPDES permit in the event that EPA issues a formal objection to the permit during the pendency of this Consent Judgment.

26. DEQ will sponsor an EPA NPDES permit writers training with two years of the date of entry of this Consent Judgment, if EPA continues to offer the course and it is available.

27. DEQ will review, and update as necessary, its NPDES permit templates on an annual basis or more frequently.

28. DEQ will complete a documented quality assurance review on draft individual NPDES permits.

VII. TRANSPARENCY

29. DEQ shall publicly post on its website all draft/proposed, new, and renewed individual NPDES permits, draft and final fact sheets/permit evaluation reports, and shall do so as soon as practicable, but in no case less than fifteen days after the document is complete, final, or has been received.

30. DEQ shall publicly post on its website a list of all Mutual Agreement and Orders issued to individual dischargers on water quality-related issues, and shall update this list at least once per quarter.

31. DEQ shall publicly post on its website the results of its Permit Readiness Review, and shall do so as soon as practicable after the review is complete.

VIII. REPORTING

32. By the end of each calendar year that this Consent Judgment is in effect, DEQ will develop and publicly post on its website annual reports on the NPDES permitting program progress for the prior federal fiscal year, including a report listing (1) the NPDES permits that DEQ issued during the prior federal fiscal year; and (2) any Administratively Continued Permits that were on the Annual Permit Issuance Plan that DEQ delayed issuing during the prior federal fiscal year because of the occurrence of a Contingency. Any review of such reports or monitoring by Petitioners will be at Petitioners' own expense.

33. By the end of each calendar year that this Consent Judgment is in effect, DEQ will provide a report to the Environmental Quality Commission that shows the age of all administratively continued individual and general NPDES permits and a brief explanation for why the individual and general NPDES permits administratively continued for ten or more years continue to be administratively continued. DEQ will make this report publicly available on its website.

34. DEQ will provide Petitioners and EPA with other communications as relevant to the timing of actions and the implementation of actions pursuant to this Consent Judgment.

IX. RELEASE BY PETITIONERS AND RESERVATION OF RIGHTS

35. Upon entry, this Consent Judgment shall constitute a complete and final settlement of Petitioners' Claim for Relief, subject to the express reservations of rights in paragraphs 36–40 herein.

36. Petitioners hereby forever release, discharge, and covenant not to assert against DEQ (by way of the commencement of an action, the joinder of DEQ in an existing action, or in any other fashion) any and all claims, causes of action, suits or demands of any kind whatsoever in law or in equity, that Petitioners may have had, or may now or hereafter have, against DEQ based upon the same transaction or occurrence as that at issue in Petitioners' Claim for Relief.

37. Nothing in this Consent Judgment shall limit Petitioners' rights to assert Petitioners' Claim for Relief, and make and legal or factual assertions necessary to support a claim, in the event that the Parties are before the Court pursuant to section XIII ("Dispute Resolution") or section XIV ("Modifications").

38. Nothing in this Consent Judgment shall otherwise waive or limit Petitioners' right to challenge in a separate lawsuit the merits of any separate agency action taken by DEQ under the Oregon Administrative Procedures Act.

39. Nothing in this Consent Judgment shall otherwise waive or limit Petitioners' rights to bring any actions or claims regarding Oregon's water quality standards.

40. DEQ reserves all defenses to such actions or claims referenced in paragraphs 36–39.

X. LITIGATION COSTS

41. DEQ will reimburse Petitioners' filing fees for this lawsuit, in the amount of \$252. Within one week of entry of the Consent Judgment, Petitioners will provide DEQ with the information necessary for DEQ to issue a check, or to electronically transfer these funds, to Earthrise Law Center. This electronic transfer shall be made within 30 days of the entry of this Consent Judgment.

XI. FORCE MAJEURE

42. The Parties recognize that the obligations included in this Consent Judgment could be delayed by an event of Force Majeure. Such situations include, but are not limited to, a government shut-down or currently unforeseen catastrophic environmental events requiring immediate and/or time-consuming response by DEQ. Should a delay occur due to such circumstances, any resulting failure by DEQ to meet the timelines set forth in this Consent Judgment shall not constitute a failure to comply with the terms of this Consent Judgment. If an event of Force Majeure occurs, the parties will meet and make a good faith effort to renegotiate

the timelines set forth in this Consent Judgment. If the parties cannot reach agreement, the dissatisfied party may invoke the Dispute Resolution procedure set forth in paragraph 47.

XII. CONTINUING JURISDICTION

43. This Court shall retain jurisdiction over this matter and allow this action to be reopened for the purpose of enabling the Parties to this Consent Judgment to apply to the Court for any further order that may be necessary to construe, carry out, enforce compliance, and/or resolve any dispute regarding the terms or conditions of this Consent Judgment, and for granting any further relief as the interests of justice may require, except as provided in paragraph 44 below.

44. Nothing in the terms of this Consent Judgment shall be construed to confer upon this Court jurisdiction to review any decision, either procedural or substantive, to be made by DEQ pursuant to this Consent Judgment, except for the purpose of determining DEQ's compliance with this Consent Judgment, and nothing in this Consent Judgment alters or affects the standards for judicial review of final DEQ action.

XIII. DISPUTE RESOLUTION

45. Any allegation of an act or omission in breach of the Consent Judgment may be raised by either party through the dispute resolution process in this Section.

46. In the event that the Parties cannot resolve on their own disputes regarding DEQ's proposal to amend a Milestone or Milestones in paragraph 6 due to the occurrence or alleged occurrence of an event listed in paragraphs 8(a)–(m) or disputes regarding DEQ's proposal to amend the Schedule Related to Actions on General Permits (Section V), the Parties may request that the Court appoint a settlement judge to work with the Parties to reach agreement. In the event that the Parties do not reach an agreement, DEQ may move the Court to amend the Milestone or Milestones in paragraph 6 or the General Permit Schedule in Section V. Petitioners shall have the opportunity to respond to such motion, and either Party may seek oral argument before the Court. In determining whether or not to grant relief by amending the Milestone or

Milestones or General Permit Schedule, the Court shall be guided by the evidentiary standard and presumption described in paragraphs 9 (for Milestones) and 18 (for the Schedule).

47. In the event of a disagreement between the Parties concerning the interpretation of any provision of this Consent Judgment or performance thereof, excluding the applicability of the Contingencies set forth in Section IV, the dissatisfied Party shall provide the other Party with written notice of the dispute and a request for negotiations. If the Parties cannot resolve such disagreement within thirty days after receipt of the notice by the other Party, then either Party may move the Court to resolve the dispute. The non-moving Party shall have the opportunity to respond to such motion, and either Party may seek oral argument before the Court.

48. The Court shall retain jurisdiction to enforce the Consent Judgment, and may impose such remedies as it determines are just, equitable, and authorized by law.

XIV. MODIFICATIONS

49. Any term set forth in this Consent Judgment may be modified by written agreement of the Parties and approval of the Court.

50. If either Party seeks to modify the terms of this Consent Judgment, that Party shall provide the other Party with written notice of the proposed modifications and a request for negotiations. The Parties agree to negotiate in good faith regarding any proposed modification of the Consent Judgment. If the Parties agree to a proposed modification, the Parties shall jointly notify the Court of the modification and request Court approval. If the parties cannot reach agreement regarding the proposed modification within thirty days after receipt of the notice of the proposed modification by the other Party, then either Party may move the Court for such modification. The non-moving party shall have the opportunity to respond to such motion, and either party may seek oral argument before the Court.

XV. EFFECTIVE DATE

51. This Consent Judgment shall become effective upon the date of its entry by the Court. If for any reason the Court does not enter this Consent Judgment, the obligations set forth in this Consent Judgment are null and void.

XVI. TERMINATION OF CONSENT JUDGMENT AND DISMISSAL OF CLAIM

52. This Consent Judgment shall terminate after DEQ has (1) taken Final Administrative Action on all individual NPDES permits listed in Attachment A to this Consent Judgment and (2) reissued or terminated the general permits listed in paragraph 16 above. Upon completion of both of these actions, the Parties shall file a joint motion seeking termination of this Consent Judgment and dismissal of the Petition with prejudice.

XVII. NOTICE AND CORRESPONDENCE

53. Any notice, including correspondence, required or made with respect to this Consent Judgment, shall be in writing and shall be effective upon receipt. For any matter relating to this Consent Judgment, the contact persons are:

For Petitioners:

Lia Comerford
Earthrise Law Center at Lewis & Clark Law School
10015 SW Terwilliger Blvd.
Portland, OR 97219

For DEQ:

DEQ Water Quality Program Contact Counsel
Oregon Department of Justice
100 SW Market St
Portland, OR 97201

Director
Oregon Department of Environmental Quality
700 Multnomah St., Suite 600
Portland, OR 97232

XVIII. MUTUAL DRAFTING AND CONSTRUCTION

54. It is hereby expressly understood and agreed that this Consent Judgment was jointly drafted by Petitioners and DEQ. Accordingly, the Parties hereby agree that any and all rules of construction to the effect that ambiguity is construed against the drafting party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Consent Judgment.

XIX. EFFECT OF CONSENT JUDGMENT

55. This Consent Judgment shall not constitute an admission or evidence of any issue of fact or law, wrongdoing, misconduct, or liability on the part of any party.

XX. SCOPE OF CONSENT JUDGMENT

56. Except as expressly provided in this Consent Judgment, no Party waives or relinquishes any legal rights, claims, or defenses, it may have regarding Petitioners' Claim for Relief. Nothing in the terms of this Consent Judgment shall be construed to limit or modify the discretion accorded to DEQ by statute, or by general principles of administrative law. Nothing in this Consent Judgment shall be construed to make any other person or entity that is not a Party to this Consent Judgment a third-party beneficiary to this Consent Judgment.

XXI. COUNTERPARTS

57. The Parties agree that this Consent Judgment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same original. Signatures exchanged via facsimile or email shall have the same force and effect as the original signatures.

XXII. ENTIRE AGREEMENT

58. This Consent Judgment represents the entire agreement among the Parties in this case. All prior conversations, meetings, discussions, drafts, and writings of any kind regarding Petitioners' Claim for Relief are specifically superseded by this Consent Judgment.

XXIII. APPLICABLE LAW

59. This Consent Judgment shall be governed by and construed under the laws of Oregon.

XXIV. SEVERABILITY

60. Subsequent to entry of this Consent Judgment by the Court, if any term, condition, or provision of this Consent Judgment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of Oregon or by the United States invalid, void, or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Consent Judgment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

XXV. COMPLIANCE WITH OTHER LAWS

61. No provision in this Consent Judgment shall be interpreted as or constitute a commitment or requirement that DEQ take action in contravention of the Oregon Administrative Procedures Act or any other law or regulation, either substantive or procedural.

62. No provision of this Consent Judgment shall be interpreted as or constitute a commitment or requirement that DEQ pay funds in contravention of any applicable provision of law.

XXVI. REPRESENTATIVE AUTHORITY

63. Each person signing this Consent Judgment certifies that he or she has been duly authorized to enter into and execute the terms and conditions of this Consent Judgment by the Party on whose behalf it is indicated that the person is signing, and to legally bind such party to this Consent Judgment. By signature below, all of the Parties consent to the entry of this Consent Judgment.

XXVII. FUNDING

64. Nothing in this Agreement will be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DEQ will make diligent efforts to obtain necessary funding, appropriations, limitations, allotments, or other expenditure authority.

IT IS SO ORDERED this _____ day of _____, 2018.

For Petitioners Northwest Environmental Advocated,
Northwest Environmental Defense Center, and Bill Bakke:

By: *Lia Comerford* Date: 11/20/2018

Lia Comerford
Allison LaPlante
Earthrise Law Center
Lewis & Clark Law School
10015 SW Terwilliger Blvd.
Portland, OR 97219

Karl G. Anuta
Law Office of Karl G. Anuta PC
735 SW First Ave 2nd Flr
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For Respondents Oregon Department of Environmental Quality
and Richard Whitman:

By:  Date: 11/20/18

Scott Kaplan
Oregon Department of Justice
100 SW Market St
Portland, OR 97201

Administratively extended 5 years or more as of November 6, 2018

	County Name	Facility	City	Permit No.	Permit Type	Exp. Date	Years Admin. Ext.
1	KLAMATH	COLUMBIA FOREST PRODUCTS	KLAMATH FALLS	100016	NPDES-IW-B20	11/30/1989	28.9
2	LINN	TELEDYNE WAH CHANG	ALBANY	100522	NPDES-IW-B07	8/31/1993	25.2
3	KLAMATH	KLAMATH FALLS WASTEWATER TREATMENT AND RECLAMATION FACILITY (@ SPRING STREET)	KLAMATH FALLS	100701	NPDES-DOM-Ba	8/31/1995	23.2
4	KLAMATH	SOUTH SUBURBAN STP	KLAMATH FALLS	100700	NPDES-DOM-C1b	8/31/1995	23.2
5	KLAMATH	COLLINS PRODUCTS LLC	KLAMATH FALLS	101086	NPDES-IW-B20	3/31/1998	20.6
6	LANE	IP SPRINGFIELD PAPER MILL	SPRINGFIELD	101081	NPDES-IW-B01	3/31/1998	20.6
7	MALHEUR	THE AMALGAMATED SUGAR COMPANY LLC	NYSSA	101174	NPDES-IW-B04	12/31/1998	19.9
8	LANE	ARCLIN	SPRINGFIELD	101235	NPDES-IW-B16	8/31/1999	19.2
9	MARION	NORPAC FOODS- PLANT #1, STAYTON	STAYTON	101265	NPDES-IW-B04	2/28/2000	18.7
10	YAMHILL	WESTROCK, NEWBERG MILL	NEWBERG	101299	NPDES-IW-B01	5/31/2000	18.4
11	LANE	GEORGIA-PACIFIC CHEMICALS LLC	EUGENE	101474	NPDES-IW-B16	10/31/2001	17.0
12	YAMHILL	CASCADE STEEL	MCMINNVILLE	101487	NPDES-IW-B16	5/31/2002	16.4
13	POLK	DALLAS STP	DALLAS	101518	NPDES-DOM-C1a	10/31/2002	16.0
14	LINN	LEBANON WWTP	LEBANON	101771	NPDES-DOM-C1a	12/31/2004	13.9

Administratively extended 5 years or more as of November 6, 2018

	County Name	Facility	City	Permit No.	Permit Type	Exp. Date	Years Admin. Ext.
15	MARION	ODOT - STATEWIDE STORMWATER MS4	SALEM	101822	NPDES-DOM-MS4-1	5/31/2005	13.4
16	POLK	MONMOUTH STP	MONMOUTH	101919	NPDES-DOM-Db	7/31/2005	13.3
17	LINN	AM WRF	ALBANY	102024	NPDES-DOM-Ba	10/31/2005	13.0
18	LANE	LANE COMMUNITY COLLEGE	EUGENE	102116	NPDES-DOM-Db	12/31/2005	12.9
19	LANE	MWMC - EUGENE/SPRINGFIELD STP	EUGENE	102486	NPDES-DOM-A2	12/31/2006	11.9
20	LINN	DURAFLAKE	ALBANY	100668	NPDES-IW-B20	12/31/2006	11.9
21	WASCO	DUFUR STP	DUFUR	102478	NPDES-DOM-Db	2/28/2007	11.7
22	LINCOLN	NEWPORT STP	NEWPORT	102497	NPDES-DOM-C1a	4/30/2007	11.5
23	KLAMATH	KLAMATH IRRIGATION DISTRICT	KLAMATH FALLS	102541	NPDES-IW-B15	6/30/2007	11.4
24	UMATILLA	WESTLAND IRRIGATION DISTRICT	ECHO	102568	NPDES-IW-B15	7/31/2007	11.3
25	UMATILLA	WEST EXTENSION IRRIGATION DISTRICT	Umatilla	102567	NPDES-IW-B15	7/31/2007	11.3
26	UMATILLA	STANFIELD IRRIGATION DISTRICT	STANFIELD	102566	NPDES-IW-B15	7/31/2007	11.3
27	UMATILLA	HERMISTON IRRIGATION DISTRICT	HERMISTON	102565	NPDES-IW-B15	7/31/2007	11.3
28	JACKSON	ROGUE RIVER STP	ROGUE RIVER	102588	NPDES-DOM-Da	8/31/2007	11.2

Administratively extended 5 years or more as of November 6, 2018

	County Name	Facility	City	Permit No.	Permit Type	Exp. Date	Years Admin. Ext.
29	JEFFERSON	NORTH UNIT IRRIGATION DISTRICT	MADRAS	102628	NPDES-IW-B15	9/30/2007	11.1
30	MALHEUR	OWYHEE IRRIGATION DISTRICT	NYSSA	102606	NPDES-IW-B15	9/30/2007	11.1
31	MALHEUR	VALE OREGON IRRIGATION DISTRICT	VALE	102605	NPDES-IW-B15	9/30/2007	11.1
32	MALHEUR	OWYHEE DITCH COMPANY	ONTARIO	102607	NPDES-IW-B15	9/30/2007	11.1
33	CROOK	OCHOCO IRRIGATION DISTRICT	PRINEVILLE	102627	NPDES-IW-B15	9/30/2007	11.1
34	COOS	NORTH BEND STP	NORTH BEND	100703	NPDES-DOM-C1a	12/31/2007	10.9
35	COLUMBIA	PORT OF ST. HELENS INDUSTRIAL OUTFALL	CLATSKANIE	102650	NPDES-IW-B14	12/31/2007	10.9
36	LINCOLN	WALDPORT WWTP	WALDPORT	101149	NPDES-DOM-Da	12/31/2007	10.9
37	LINCOLN	LINCOLN CITY STP	LINCOLN CITY	101122	NPDES-DOM-C1a	12/31/2007	10.9
38	COOS	COOS BAY STP NO. 2 - EMPIRE	COOS BAY	100771	NPDES-DOM-C1a	12/31/2007	10.9
39	LINCOLN	SALISHAN STP	GLENEDEN BEACH	101273	NPDES-DOM-Da	12/31/2007	10.9
40	MULTNOMAH	SLLI	PORTLAND	101180	NPDES-IW-B15	6/30/2008	10.4
41	BENTON	H&V - CORVALLIS	CORVALLIS	101331	NPDES-IW-B15	7/31/2008	10.3
42	DOUGLAS	MYRTLE CREEK STP	MYRTLE CREEK	101014	NPDES-DOM-C2a	9/30/2008	10.1
43	UNION	LA GRANDE STP	LA GRANDE	101549	NPDES-DOM-C1b	10/31/2008	10.0
44	BAKER	BAKER CITY WWTP	BAKER CITY	101632	NPDES-DOM-C1b	10/31/2008	10.0

Administratively extended 5 years or more as of November 6, 2018

	County Name	Facility	City	Permit No.	Permit Type	Exp. Date	Years Admin. Ext.
45	LINN	HARRISBURG LAGOON TREATMENT PLANT	HARRISBURG	101626	NPDES-DOM-Db	11/28/2008	9.9
46	BAKER	E & E MINE	BOURNE	101091	NPDES-IW-B13	11/30/2008	9.9
47	MULTNOMAH	ARKEMA	PORTLAND	100752	NPDES-IW-B16	12/31/2008	9.9
48	YAMHILL	MCMINNVILLE WATER RECLAMATION FACILITY	MCMINNVILLE	101062	NPDES-DOM-Ba	12/31/2008	9.9
49	JACKSON	ASHLAND STP	ASHLAND	101609	NPDES-DOM-C1a	12/31/2008	9.9
50	COOS	COQUILLE STP	COQUILLE	3885	NPDES-DOM-Da	12/31/2008	9.9
51	COLUMBIA	ST. HELENS STP/BOISE CASCADE	ST HELENS	101173	NPDES-DOM-C1a	12/31/2008	9.9
52	KLAMATH	KLAMATH FALLS FACILITIES	KLAMATH FALLS	101540	NPDES-IW-B20	1/31/2009	9.8
53	MALHEUR	ONTARIO STP	ONTARIO	101633	NPDES-DOM-C1b	1/31/2009	9.8
54	WALLOWA	JOSEPH STP	JOSEPH	101602	NPDES-DOM-Db	5/31/2009	9.4
55	YAMHILL	CITY OF NEWBERG - WYNOOSKI ROAD STP	NEWBERG	100988	NPDES-DOM-C1a	5/31/2009	9.4
56	LINN	EWEB CARMEN-SMITH	EUGENE	101329	NPDES-IW-B16	5/31/2009	9.4
57	LINN	FRANK LUMBER CO. INC.	LYONS	101583	NPDES-IW-B19	5/31/2009	9.4
58		HELLS CANYON POWER PLANT	HELLS CANYON	101287	NPDES-IW-B16	7/31/2009	9.3
59	BAKER	OXBOW POWER PLANT	OXBOW	101275	NPDES-IW-B16	8/31/2009	9.2
60	HOOD RIVER	ODELL STP	ODELL	100669	NPDES-DOM-Da	9/30/2009	9.1

Administratively extended 5 years or more as of November 6, 2018

	County Name	Facility	City	Permit No.	Permit Type	Exp. Date	Years Admin. Ext.
61	CLACKAMAS	TRYON CREEK WWTP	LAKE OSWEGO	101614	NPDES-DOM-Ba	9/30/2009	9.1
62	UNION	ELGIN STP	ELGIN	101606	NPDES-DOM-Db	10/31/2009	9.0
63	DOUGLAS	REEDSPORT STP	REEDSPORT	100941	NPDES-DOM-Da	10/31/2009	9.0
64	MARION	SALEM WILLOW LAKE STP	KEIZER	101145	NPDES-DOM-A2	10/31/2009	9.0
65	UNION	UNION STP	UNION	101624	NPDES-DOM-Da	10/31/2009	9.0
66	DOUGLAS	RICE HILL EAST LAGOON	RICE HILL	101158	NPDES-DOM-Db	11/30/2009	8.9
67	DOUGLAS	WINCHESTER BAY STP	WINCHESTER BA	101254	NPDES-DOM-Da	11/30/2009	8.9
68	DOUGLAS	DRAIN STP	DRAIN	101193	NPDES-DOM-Da	11/30/2009	8.9
69	MARION	WOODBURN WWTP	WOODBURN	101558	NPDES-DOM-C1a	11/30/2009	8.9
70	MARION	COVANTA MARION, INC	BROOKS	101240	NPDES-IW-B16	11/30/2009	8.9
71	CLACKAMAS	OAK LODGE WATER SERVICES WATER RECLAMATION FACILITY	MILWAUKIE	100986	NPDES-DOM-C1a	11/30/2009	8.9
72	CLACKAMAS	KELLOGG CREEK WWTP	MILWAUKIE	100983	NPDES-DOM-A3	12/31/2009	8.9
73	MARION	MT. ANGEL STP	MT ANGEL	101802	NPDES-DOM-Da	12/31/2009	8.9
74	MARION	HUBBARD STP	HUBBARD	101640	NPDES-DOM-Da	12/31/2009	8.9
75	COOS	LAKESIDE STP	LAKESIDE	100828	NPDES-DOM-Da	12/31/2009	8.9
76	MARION	SILVERTON STP	SILVERTON	101720	NPDES-DOM-C1a	12/31/2009	8.9
77	UMATILLA	PENDLETON STP	PENDLETON	100982	NPDES-DOM-Ba	1/31/2010	8.8
78	DOUGLAS	RIDDLE STP	RIDDLE	101196	NPDES-DOM-Da	3/31/2010	8.6
79	LINN	SWEET HOME STP	SWEET HOME	101657	NPDES-DOM-C2a	3/31/2010	8.6
80	CLATSOP	POINT ADAMS PACKING CO.	HAMMOND	101820	NPDES-IW-B04	4/30/2010	8.5

Administratively extended 5 years or more as of November 6, 2018

	County Name	Facility	City	Permit No.	Permit Type	Exp. Date	Years Admin. Ext.
81	DOUGLAS	GLIDE-IDLEYLD SANITARY DISTRICT	ROSEBURG	101877	NPDES-DOM-Da	5/31/2010	8.4
82	DOUGLAS	HOOVER TREATED WOOD PRODUCTS, INC.	WINSTON	102834	NPDES-IW-B21	5/31/2010	8.4
83	DOUGLAS	WINSTON-GREEN WWTF	ROSEBURG	100554	NPDES-DOM-C2a	6/30/2010	8.4
84	LINCOLN	GEORGIA-PACIFIC TOLEDO LLC	TOLEDO	101409	NPDES-IW-B01	7/31/2010	8.3
85	DOUGLAS	R.U.S.A. ROSEBURG STP	ROSEBURG	100981	NPDES-DOM-Ba	9/30/2010	8.1
86	LINN	ODFW - MARION FORKS HATCHERY	IDANHA	101917	NPDES-IW-B17	10/31/2010	8.0
87	LINCOLN	TOLEDO STP	TOLEDO	101713	NPDES-DOM-Da	11/30/2010	7.9
88	KLAMATH	INTERFOR U.S. INC.	GILCHRIST	100660	NPDES-IW-B19	11/30/2010	7.9
89	LINCOLN	PACIFIC SURIMI - NEWPORT, LLC	NEWPORT	101805	NPDES-IW-B04	11/30/2010	7.9
90	COLUMBIA	OLYMPIC FOREST PRODUCTS	CLATSKANIE	102858	NPDES-IW-B19	1/31/2011	7.8
91	DOUGLAS	YONCALLA STP	YONCALLA	101699	NPDES-DOM-Db	2/28/2011	7.7
92	CLATSOP	PACIFIC SURIMI	WARRENTON	102859	NPDES-IW-B04	3/31/2011	7.6
93	DOUGLAS	RICE HILL WEST LAGOON	YONCALLA	101725	NPDES-DOM-Db	3/31/2011	7.6
94	CLACKAMAS	BLUE HERON PAPER CO.	OREGON CITY	102229	NPDES-IW-B01	3/31/2011	7.6
95	COLUMBIA	VERNONIA STP	VERNONIA	101094	NPDES-DOM-Db	5/31/2011	7.4
96	BENTON	ADAIR VILLAGE STP	ADAIR VILLAGE	101701	NPDES-DOM-Da	5/31/2011	7.4
97	BENTON	HULL-OAKES LUMBER CO.	MONROE	101466	NPDES-IW-B19	6/30/2011	7.4
98	BENTON	ALPINE COMMUNITY	MONROE	101923	NPDES-DOM-Db	6/30/2011	7.4

Administratively extended 5 years or more as of November 6, 2018

	County Name	Facility	City	Permit No.	Permit Type	Exp. Date	Years Admin. Ext.
99	LINN	OSU JOHN L. FRYER AQUATIC ANIMAL HEALTH LAB	CORVALLIS	102512	NPDES-IW-B15	6/30/2011	7.4
100	BENTON	MONROE STP	MONROE	101692	NPDES-DOM-Db	6/30/2011	7.4
101	LANE	JUNCTION CITY STP	JUNCTION CITY	102396	NPDES-DOM-Db	6/30/2011	7.4
102	DOUGLAS	OAKLAND STP	OAKLAND	101975	NPDES-DOM-Da	7/31/2011	7.3
103	HOOD RIVER	ODELL PLANT	Hood River	100516	NPDES-IW-B02	7/31/2011	7.3
104	HOOD RIVER	PARKDALE PLANT	PARKDALE	100514	NPDES-IW-B02	7/31/2011	7.3
105	HOOD RIVER	CENTRAL PLANT	ODELL	100515	NPDES-IW-B02	7/31/2011	7.3
106	HOOD RIVER	DUCKWALL FRUIT CO.	HOOD RIVER	100645	NPDES-IW-B02	7/31/2011	7.3
107	LANE	SENECA SAWMILL COMPANY	EUGENE	101893	NPDES-IW-B19	8/31/2011	7.2
108	DOUGLAS	SUTHERLIN STP	SUTHERLIN	101993	NPDES-DOM-C2a	9/30/2011	7.1
109	MULTNOMAH	SUNDIAL MARINE	TROUTDALE	102890	NPDES-IW-B15	10/31/2011	7.0
110	COOS	CONRAD WOOD PRESERVING - HAUSER	HAUSER	101901	NPDES-IW-B21	10/31/2011	7.0
111	UMATILLA	ECHO STP	ECHO	102054	NPDES-DOM-Db	11/30/2011	6.9
112	TILLAMOOK	TILLAMOOK CREAMERY	TILLAMOOK	102527	NPDES-IW-B04	12/31/2011	6.9
113	BAKER	HALFWAY STP	HALFWAY	101795	NPDES-DOM-Db	12/31/2011	6.9
114	LANE	LANE COUNTY MUNICIPAL STORMWATER, MS4	EUGENE	102895	NPDES-DOM-MS4-2	12/31/2011	6.9
115	LANE	SPRINGFIELD MUNICIPAL STORMWATER, MS4	SPRINGFIELD	102896	NPDES-DOM-MS4-2	12/31/2011	6.9
116	DESCHUTES	BEND MUNICIPAL STORMWATER, MS4	BEND	102901	NPDES-DOM-MS4-2	1/31/2012	6.8

Administratively extended 5 years or more as of November 6, 2018

	County Name	Facility	City	Permit No.	Permit Type	Exp. Date	Years Admin. Ext.
117	JACKSON	ASHLAND MUNICIPAL STORMWATER, MS4	ASHLAND	102897	NPDES-DOM-MS4-2	1/31/2012	6.8
118	JACKSON	MEDFORD MUNICIPAL STORMWATER, MS4	MEDFORD	102898	NPDES-DOM-MS4-2	1/31/2012	6.8
119	JACKSON	ROGUE VALLEY SEWER SERVICES STORMWATER, MS4	PHOENIX	102899	NPDES-DOM-MS4-2	1/31/2012	6.8
120	MARION	KEIZER MUNICIPAL STORMWATER, MS4	KEIZER	102904	NPDES-DOM-MS4-2	2/28/2012	6.7
121	MARION	MARION COUNTY MUNICIPAL STORMWATER, MS4	SALEM	102905	NPDES-DOM-MS4-2	2/28/2012	6.7
122	POLK	POLK COUNTY MUNICIPAL STORMWATER, MS4	DALLAS	102906	NPDES-DOM-MS4-2	2/28/2012	6.7
123	MARION	TURNER MUNICIPAL STORMWATER, MS4	TURNER	102907	NPDES-DOM-MS4-2	2/28/2012	6.7
124	LANE	OAKRIDGE STP	OAKRIDGE	102443	NPDES-DOM-Da	4/30/2012	6.5
125	LANE	ODFW - LEABURG HATCHERY	LEABURG	101914	NPDES-IW-B17	4/30/2012	6.5
126	MULTNOMAH	TROUTDALE MUNICIPAL STORMWATER, MS4	TROUTDALE	102910	NPDES-DOM-MS4-2	4/30/2012	6.5
127	MULTNOMAH	WOOD VILLAGE, MUNICIPAL STORMWATER MS-4	WOOD VILLAGE	102911	NPDES-DOM-MS4-2	4/30/2012	6.5

Administratively extended 5 years or more as of November 6, 2018

	County Name	Facility	City	Permit No.	Permit Type	Exp. Date	Years Admin. Ext.
128	BENTON	BENTON COUNTY MUNICIPAL STORMWATER, MS4	CORVALLIS	102912	NPDES-DOM-MS4-2	4/30/2012	6.5
129	BENTON	CORVALLIS MUNICIPAL STORMWATER, MS4	CORVALLIS	102913	NPDES-DOM-MS4-2	4/30/2012	6.5
130	BENTON	PHILOMATH MUNICIPAL STORMWATER, MS4	PHILOMATH	102914	NPDES-DOM-MS4-2	4/30/2012	6.5
131	JACKSON	COUNTRY VIEW MOBILE HOME ESTATES	TRAIL	101990	NPDES-DOM-Db	5/31/2012	6.4
132	LANE	ODFW - MCKENZIE RIVER HATCHERY	LEABURG	101918	NPDES-IW-B17	6/30/2012	6.4
133	POLK	FALLS CITY STP	FALLS CITY	101808	NPDES-DOM-Da	6/30/2012	6.4
134	LANE	ROSBORO, SPRINGFIELD FACILITY	SPRINGFIELD	101467	NPDES-IW-B20	6/30/2012	6.4
135	CLATSOP	CEDC FISHERIES	ASTORIA	101767	NPDES-IW-B17	7/31/2012	6.3
136	LANE	KINGSFORD MANUFACTURING COMPANY - SPRINGFIELD PLANT	Springfield	102153	NPDES-IW-B20	7/31/2012	6.3
137	WASCO	THE DALLES STP	THE DALLES	101728	NPDES-DOM-C1a	9/30/2012	6.1
138	MULTNOMAH	PORTLAND WATER BUREAU	PORTLAND	101617	NPDES-IW-B15	9/30/2012	6.1
139	MULTNOMAH	PORT OF PORTLAND - TROUTDALE	TROUTDALE	100757	NPDES-IW-B06	10/31/2012	6.0
140	COOS	WESTPORT ENERGY, LLC	COOS BAY	102935	NPDES-IW-B15	10/31/2012	6.0

Administratively extended 5 years or more as of November 6, 2018

	County Name	Facility	City	Permit No.	Permit Type	Exp. Date	Years Admin. Ext.
141	CLATSOP	BIO-OREGON PROTEIN	WARRENTON	101804	NPDES-IW-B04	11/30/2012	5.9
142	MULTNOMAH	GRAPHIC PACKAGING INTERNATIONAL, INC.	PORTLAND	101002	NPDES-IW-B16	11/30/2012	5.9
143	COLUMBIA	PGE BEAVER	CLATSKANIE	101209	NPDES-IW-B16	11/30/2012	5.9
144	JACKSON	CASCADE WOOD PRODUCTS - WHITE CITY	WHITE CITY	102305	NPDES-IW-B20	11/30/2012	5.9
145	MULTNOMAH	BONNEVILLE LOCK & DAM-USACOE		102768	NPDES-IW-B15	12/31/2012	5.9
146	COLUMBIA	DYNO NOBEL INC.	Deer Island	101535	NPDES-IW-B09	12/31/2012	5.9
147	CLATSOP	GP WAUNA MILL	CLATSKANIE	101172	NPDES-IW-B01	12/31/2012	5.9
148	CLACKAMAS	SUNSTONE CIRCUITS	MULINO	101015	NPDES-IW-B15	9/30/2013	5.1

CERTIFICATE OF READINESS

Pursuant to UTCR 5.100

The submission is ready for judicial signature because each opposing party affected by this order or judgment has stipulated to the order or judgment, as shown by each opposing party's signature on the document being submitted.

Respectfully submitted this 28th day of November, 2018.

By: s/ Lia Comerford

By: s/ Scott Kaplan

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Of Attorneys for Respondents

Of Attorneys for Petitioners

CERTIFICATE OF SERVICE

I, LIA COMERFORD, of the Earthrise Law Center, attorney for Petitioners herein, certify that on November 28, 2018, I served the foregoing [PROPOSED] GENERAL JUDGMENT ON CONSENT upon:

Oregon Department of Environmental Quality & Richard Whitman
c/o Frank Hammond
Senior Assistant Attorney General, Special Litigation Unit
Oregon Department of Justice, Trial Division
100 SW Market Street
Portland, OR 97201

Oregon Department of Environmental Quality & Richard Whitman
c/o Scott Kaplan
Senior Assistant Attorney General, Special Litigation Unit
Oregon Department of Justice, Trial Division
100 SW Market Street
Portland, OR 97201

Attorneys for Respondents

By filing the [PROPOSED] GENERAL JUDGMENT ON CONSENT with the Court using the Court's electronic filing service.

s/ Lia Comerford

Lia Comerford (OSB #141513)
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