IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF VALLEY

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY, Plaintiff, vs. PAYETTE LAKES RECREATIONAL WATER AND SEWER DISTRICT, Defendant.	Case No. CV43-26-00083 **CONSENT JUDGMENT**

Plaintiff, Idaho Department of Environmental Quality ("Department") and Defendant, Payette Lakes Recreational Water and Sewer District ("District") hereby consent to the entry of the following Consent Judgment.

WHEREAS. Plaintiff has filed a complaint (Complaint) which includes allegations, disputed by the District, that the District has violated its IPDES Permit and Reuse Permit (The Permits) by operation and maintenance of its storage pond and that the resulting leakage from the storage pond to groundwater and any subsequent discharges to the North Fork of the Payette River (NFPR) is not authorized by an IPDES Permit; and that any future discharges to the NFPR necessary to empty the storage pond for liner repair and replacement are not authorized by the District's existing IPDES Permit; and

WHEREAS the Parties recognize that there is legal uncertainty regarding whether the discharge to groundwater as alleged in the Complaint requires an IPDES Permit. See *County of Maui v. Hawaii Wildlife Fund,* 140 S. Ct. 1462 (2020); and

WHEREAS the District denies the applicability of an IPDES permit for leakage from its

storage pond and further denies that any direct discharge to the NFPR which may be necessary to empty the storage pond for repairs and liner replacement is not authorized under its existing IPDES Permit; and

WHEREAS the objectives of the Parties to this Judgment are to resolve the civil claims alleged in the Complaint by prescribing certain agreed-upon injunctive relief whereby the District will engage in specific operational and maintenance actions in order to repair the liner and come into compliance with its Permits; and

WHEREAS the Parties have conducted themselves in good faith concerning the violations alleged in the Complaint and have worked cooperatively throughout implementation of the Compliance Agreement Schedule (CAS), funding and permit applications, master planning and the design of the liner replacement with the goal of achieving compliance with the terms and conditions of this Judgment; and

WHEREAS by agreeing to entry of this judgment, the District makes no admission of law or fact with respect to the allegations in the Complaint. For purposes of avoiding litigation among the Parties, however, the District agrees to the requirements of this Judgment;

WHEREAS the Parties recognize, and the Court by entering this Judgment finds, that this Judgment has been negotiated by the Parties in good faith and will avoid litigation among the Parties and that this Judgment is fair, reasonable, and in the public interest.

NOW THEREFORE, before taking any testimony, without the adjudication or admission of any issue of fact or law, except as provided in Section I (Jurisdiction and Venue), below, and with the consent of the Parties,

IT IS HEREBY ADJUDGED AND ORDERED AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to Idaho Code§§ 39-108 and 1-705.

2. This Court has personal jurisdiction over the District pursuant to Idaho Code §§ 5-514(a) and (c) because, upon information and belief, the District has committed acts and omissions within the State of Idaho out which this cause of action arises, and which violate the laws of the State of Idaho. Additionally, the District owns real property within the State of Idaho, which is related to the subject matter involved in this action.

3. Venue is proper in this Court for this matter pursuant to Idaho Code§§ 39-108 and 5-404 because the violations and the causes of action alleged in the Complaint filed in this matter occurred and the action arose in the county in which this Consent Judgment has been issued.

4. The Complaint states claims upon which relief may be granted against the District.

5. For purposes of this Consent Judgment and the underlying Complaint, the District has waived all objections and defenses that it may have to the filing of the Complaint and the jurisdiction of the Court or to venue in this District and will not challenge the filing of the Complaint, the entry of this Consent Judgment or this Court's jurisdiction and authority to enter and enforce this Consent Judgment.

II. PARTIES BOUND

6. This Consent Judgment will apply and be binding upon the District. Unless otherwise agreed to by the Department, no change in ownership, corporate, or partnership status relating to the wastewater treatment plant or facility ("WWTP") or conveyance of title, easement, or other interest, including but not limited to any lease or transfer of assets or real or personal property, will alter the District's obligation to comply with the requirements of this Consent Judgment or to ensure

compliance by any successor or assign.

7. The District will notify any prospective purchaser of the terms and conditions of this Consent Judgment and the current status of completion of the requirements of this Consent Judgment.

8. The District will provide notice to the Department of the offer for sale or transfer of the WWTP, and the identity of the purchaser or party to which the property will be transferred prior to closing of any sale or transfer of the property or any portion thereof.

III. BACKGROUND AND FINDINGS

For purposes of the entry of this Consent Judgment, the Court finds as follows:

9. The District is a person within the meaning of Idaho Code§ 39-103(11) and IDAPA 58.01.25.010.61.

10. The District owns and operates a WWTP located in the City of McCall, on Industrial Loop, north of Deinhard Lane. The Facility's mailing address is 201 Jacob Street McCall, Idaho 83638. The WWTP is a Publicly owned treatment works ("POTW") under IDAPA 58.01.25.010.71.

11. The WWTP is located adjacent to the North Fork of the Payette River (NFPR). The NFPR is a waters of the United States. The NFPR is impaired for phosphorus, which is a pollutant under IDAPA 58.01.25.010.63. In accordance with the Clean Water Act, the Department has promulgated an EPA-approved Total Maximum Daily Limit (TMDL) which limits the amount of phosphorus that can enter into the NFPR for each discharging facility. The TMDL does not allow the WWTP to directly discharge any phosphorus into the NFPR without an IPDES permit.

12. The WWTP is regulated by IPDES Permit number ID002023 ("Permit"), which generally prohibits discharge of recycled water from the WWTP into the NFPR unless certain emergency conditions occur which are not met in this instance which the District denies.

13. The WWTP treats recycled water to such a high degree that the main disposal method

of effluent from the WWTP is through land application. To that end, the WWTP also operates under Reuse Permit M-236-0l ("Reuse Permit") which generally prohibits discharge of recycled water from the WWTP into the NFPR.

14. The WWTP contains a storage pond adjacent to the NFPR from which recycled water is pumped via a pipeline to a pressure to gravity structure and then distributed to associated landowners to apply on their property for irrigation of farmlands.

15. The storage pond is lined with a synthetic liner to prevent recycled water from leaking into groundwater and the NFPR. The storage pond also has an underdrain used to prevent groundwater from entering underneath the liner. The underdrain discharges groundwater into a nearby wetland which, in turn, discharges into the NFPR.

The storage pond has a history of reported leaks in the synthetic liner which were confirmed in a 2018 report. As a result, the Defendant entered into a Compliance Agreement Schedule (CAS) in 2020 to establish a timeframe to conduct monitoring and conduct upgrades in order to fix the leaks. In addition, the District informed the Department on November 13, 2025, that the liner suffered a 25 foot tear caused by severe weather conditions. Such leaks and tears may allow recycled water to directly enter the undrain system from the storage pond and be discharged into an adjacent wetland which can overflow to the NFPR.

Despite the natural disaster and nature of the emergency, the continued operation of the WWTP with the District implemented repair was a less harmful activity than discharging all treated water to the NFPR. The District has been closely monitoring the stability of the earth embankment for signs of heightened risks that could necessitate emptying the pond as quickly as possible. This situation has resulted in a failure to operate and maintain the system in proper working order in violation of IDAPA 58.01.25.300.05, which the District denies.

16. The leaks and tears may allow allowed recycled water to be discharged into the NFPR constitute an unauthorized discharge of pollutants from a point source into waters of the United States, which the District denies.

17. The Defendant anticipates a construction schedule of approximately twenty-four (24) months to drain the storage pond and repair the existing liner and to remove all solids and then construct and install a new synthetic liner as set forth in this Judgment. The repair to the existing liner and the construction and replacement of the synthetic liner in the storage pond requires the draining of the storage pond. It is unlikely that the total contents of recycled water stored in the storage pond can be applied to the land application sites under the terms of the Reuse Permit. It is anticipated that a temporary unauthorized discharge of the recycled water into the NFPR will be necessary to completely drain the storage pond and allow for the required construction. Although any discharge of recycled water would be treated with a mobile system, it is still expected that the discharge would violate the conditions of the TMDL, which the District denies.

18. Any anticipated discharge of recycled water due to draining the storage pond to replace the old synthetic liner constitute an unauthorized discharge of pollutants from a point source into waters of the United States, as well as a violation of the conditions in the IPDES and Reuse Permits, which the District denies.

19. To resolve these matters, including continuing effluent exceedances as stated in this Consent Judgment, without further litigation or controversy, and without admission of any fact or law, the parties agree to the following terms and actions:

THEREFORE, it is ORDERED, ADJUDGED, and DECREED:

IV. COMPLIANCE REQUIREMENTS

20. To resolve the violations alleged in the Complaint and ongoing violations of the IPDES

and Reuse Permits, the District shall undertake the following:

a. The District will comply with all terms and conditions found in the Permit except as otherwise expressly provided for in this Consent Judgment and attachments.

b. Achieve compliance with the Permit conditions by completing the tasks by the dates contained in the Agreement Schedule, attached as Exhibit A and incorporated by reference.

c. Provide written verification to the Department that the tasks and upgrades listed in the Agreement Schedule are completed, and the WWTP is achieving effluent limits for the violations listed in the Complaint filed in this case.

d. Discharge of treated effluent into the NFPR during liner repair and solids removal: It is anticipated that temporary effluent discharge to the North Fork Payette River (NFPR) may occur from the storage pond during liner replacement and related construction activities. The Preliminary Engineering Report estimates 80-90 percent phosphorus removal through the temporary mobile treatment system. Even with treatment, it is estimated that phosphorus loading may occur under average operating conditions, with higher loads possible during peak flow or lower removal efficiency periods. While this Consent Judgment does not authorize any discharge in violation of applicable statutes, rules, or permit conditions, and does not function as a permit or modification of any existing permit it does address such likely discharges through assessment of penalties and implementation of the following best management practices:

i. Any effluent which may discharge into the NFPR shall be treated through a mobile wastewater treatment system before such discharge occurs.

ii. Any effluent discharge is expected to occur either (A) after the District has made reasonable use of available reuse capacity under Reuse Permit M-236-01 to the extent operationally feasible, or (B) at such earlier time in accordance with 20.d.i

above, as necessary to maximize pond liner replacement occurring in one construction season and to reduce total discharges to the NFPR; provided, nothing herein shall mandate that discharge occur at any particular time.

iii. The District shall use best efforts to finish repairs and solids removal as fast as possible.

V. PENALTIES

21. *Civil Penalty.* Pursuant to Idaho Code §§ 39-108(5) and 39-175E, the District has accrued a civil penalty of $759,800 for past and continuing violations as listed in the Complaint filed in the above-entitled case related to discharges and for improper operation and maintenance of the storage pond and for likely future discharges to the NFPR during liner replacement. The District must pay the Department a base civil penalty of $75,980 for the alleged violations within fifteen (15) calendar days of the effective date of this Judgment.

22. *Remaining Penalty Amount.* The remaining penalty of $683,820 will be administered consistent with the Stipulated Penalty and provisions specified in this Consent Judgment, with reductions to the penalty available through the Enhanced Construction Credit and Liner Repair mitigation provisions in this Judgment. This provision does not authorize continued noncompliance and does not limit the Department's authority to pursue additional enforcement for separate violations.

23. Payment will be made to:

Fiscal Office
Idaho Dept. of Environmental Quality
1410 N. Hilton Street
Boise, ID 83706

24. *Stipulated Penalty.* The suspended portion of the civil penalty in the amount $683,820

remains available for assessment if the District fails to comply with the milestones identified in Exhibit A and requirements of the Consent Judgment. The stipulated penalty structure is intended to Provide enforceable accountability for failure to meet required submittals, deadlines, and implementation milestones; preserve the Department's enforcement leverage during the construction and discharge period; incentivize timely completion of engineering, operational, and monitoring requirements; and ensure that environmental protections are implemented as designed.

The Stipulated Penalty Amount will be calculated by the Department on an intermittent basis using three factors: meeting the milestones found in the Agreement Schedule found in Table One below; any credit for construction measures that exceed minimum regulatory requirements as detailed in paragraph 27 ("Enhanced Construction Credit"); and credits for minimal phosphorus loading during the liner repair and construction, as found in paragraph 28 ("Liner Mitigation Credit"). The goal of the Parties is to incentivize actions by the District resulting in the reductions in payment of stipulated penalties as set forth in this Judgment.

The first factor will be based upon the failure to meet the milestones listed in Table One (below). The Department will provide written notice identifying the specific milestone deficiency. If the deficiency is not cured within the timeframe specified in the notice, the associated stipulated penalty amount may be assessed. The District must provide the stipulated penalty payment to the Department within thirty (30) days of receiving written notice from the Department or after a final determination by the Court pursuant to Section IX of this Judgment. Stipulated penalty payments will be made to the Department's Fiscal Office as listed in this Judgment. Payment of the stipulated penalty does not relieve the District of any of its obligations under this Judgment and does not preclude the Department from seeking any other relief available under law and equity.

An allocation of a portion of the stipulated penalty amounts and deadlines are found in the

following Table One taken from milestones in the Agreement Schedule:

Table One:

Milestone	Description	Stipulated Allocation	Notes
1	Preliminary Engineering Report for storage pond Liner Replacement	$90,000	
2	Plan for storage pond Drainage and Irrigation Under Reuse Permit	$60,000	
3	Monthly Progress Reports	$12,000	$1,000 per missed or materially deficient report, capped at $12,000
4	Biosolids Removal and Management Plan	$3,000	
5	Temporary Treatment Facility Operations and Maintenance Plan	$40,000	
6	Temporary Treatment Facility Engineering Report	$75,000	
7	Effluent and Receiving-Water Monitoring During Unauthorized Discharge	$1,500	

8	Reporting of Monitoring Data	$1,500	
8.1	Narrative Summary	$420	
9	Seepage Testing Report	$20,000	
10	Final Documentation Letter	$500	
	Total Stipulated Penalty	**$303,920**	

Stipulated penalties become assessable upon failure to:

- Submit required documents by the specified due date;
- Submit documents that materially fail to meet the standard of care for the applicable document type or include what is detailed in Exhibit A;
- Implement required monitoring during discharge;
- Submit required monitoring data and narrative summaries by the required reporting deadline. Monitoring, reporting, and milestone obligations associated with this Administrative Penalty framework are defined in Exhibit A - Agreement Schedule, which is incorporated by reference;
- Complete required engineering, construction, or testing milestones; or
- Satisfy final documentation requirements.

The assessment of one portion of the stipulated penalty amount does not preclude assessment of others as set forth herein. The stipulated penalty cannot be reduced beyond zero. If the credit exceeds

the amount of stipulated penalty, the excess credit/balance does not create any payment, reimbursement, or credit owned by the Department. At the conclusion of the liner repair and seepage testing. the Department will conduct a final assessment of the stipulated penalty. The penalty reduction cannot be used to reduce the base civil penalty amount of $75,980.

25. *Enhanced Construction Credit:* To encourage construction measures that exceed minimum regulatory requirements and reduce long-term environmental risk, the District may request credit of up to 113,970 against the suspended stipulated penalty amount for implementation of approved enhanced construction measures. This provision is intended to incentivize upgrades that provide measurable environmental protection beyond the baseline requirements and applicable permits. Eligible enhancements must:

a. Exceed the minimum design, construction, or operational requirements identified in the Agreement Schedule, attached hereto as Exhibit A, the approved Engineering Report, and applicable Idaho statutes and rules;

b. Provide a demonstrable environmental benefit, risk reduction, or performance redundancy beyond baseline compliance;

c. Be directly related to storage pond liner integrity, seepage prevention, nutrient containment, structural reliability, or system resilience; and

d. Be proposed in writing and approved by the Department prior to implementation.

Examples of potentially eligible enhancements include:

- Installation of a double liner system where a single liner would satisfy minimum requirements;
- Addition of leak detection layers beyond regulatory minimums;
- Enhanced liner material specifications beyond minimum design standards;

- Additional structural reinforcement exceeding required engineering criteria;
- Permanent infrastructure improvements that reduce risk of unauthorized discharge beyond baseline construction.
- Routine compliance costs, required engineering design elements, reporting obligations, or measures necessary to meet IDAPA criteria are not eligible for credit.

e. *Enhanced Construction Credit Approval Process:* The District must submit a written request describing:

- The proposed enhancement;
- The environmental or risk-reduction benefit;
- Estimated construction cost;
- Documentation demonstrating that the enhancement exceeds required baseline obligations; and
- A proposed credit amount.

The Department may approve, deny, or condition the request in writing. Approval is at the sole discretion of the Department. No credit shall apply unless the enhancement is fully implemented and verified.

f. *Enhanced Construction Credit Application.* Approved enhancement credits shall:

- Apply only to the suspended stipulated penalty amount of $379,900;
- Not apply to the $75,980 base penalty payable to the Department;
- Not apply to continuing civil penalties accrued in accordance with paragraph 27 (continuing civil penalties);
- Not apply to the $75,980 base penalty payable to the Department;

- Not apply to continuing civil penalties accrued m accordance with paragraph 27(continuing civil penalties);
- Not apply to failure to implement monitoring or reporting requirements: and
- Not exceed 30 percent of the total stipulated penalty allocation ($379,900), equivalent to a maximum allocation of $113,970.

Upon Department verification of implementation, the approved credit amount shall permanently reduce the total suspended stipulated penalty amounts. Credit shall be applied proportionally across remaining milestone allocations unless otherwise specified in writing.

g. *Effect of Enhanced Construction Credit:* Approved enhancement credits permanently reduce the maximum stipulated penalty exposure but do not modify any compliance obligation under Exhibit A. If no milestone violations occur, the remaining suspended amount shall not be assessed. If milestone violations occur, stipulated penalties shall be assessed against the reduced stipulated pool after application of any approved enhancement credit. Nothing in this section authorizes noncompliance with applicable statutes, rules, permit conditions, or Exhibit A. The construction credit cannot be reduced below the amount of the stipulated penalty. If the construction credit exceeds the stipulated penalty amount, the excess credit/balance does not create any payment, reimbursement, or credit owned by the Department. The enhanced construction credit cannot be used to reduce the base civil penalty amount of $75,980.

26. *Liner repair mitigation.* This prov1s1on defines in advance how the remaining stipulated penalty amount of $379,900 (unless reduced pursuant to Paragraph 26) will be calculated and assessed if and when temporary unauthorized discharge of effluent containing total phosphorus (TP) occurs to the North Fork Payette River (NFPR) during the storage pond liner replacement and

related construction activities. Temporary discharge may occur over an estimated twenty-four (24) month period during the construction seasons when storage pond drainage and effluent discharge may be required for liner installation. If a discharge from the storage pond occurs, phosphorus loading may occur.

If a discharge occurs, penalties under this section will be assessed based on the reported TP mass load and resulting environmental impact, using verified monitoring data and scale proportionally based on daily and weekly total phosphorus mass loading. The District may reduce its penalty amount by reducing the amount of effluent discharged. The less TP that is discharged the more penalty reduction will accrue, and the more TP is discharged the less penalty reduction will be assessed. This structure provides predictability and transparency for both the Department and the facility while preserving full enforcement authority. The penalty does not pre-authorize discharge and does not modify any permit condition.

The Department may provide periodic informational statements summarizing accrued prospective civil penalties, earned reductions, and remaining penalty exposure. Such statements are informational only and do not constitute a demand for payment. A final determination of prospective civil penalties shall be made following completion of the project and cessation of temporary discharge, at which time the Department shall issue a final invoice. The prospective civil penalties are listed as follows:

a. *No discharge.* Penalties under this section are not assessed unless discharge actually occurs. If no discharge occurs, no discharge-based penalties are triggered and the District may request a credit towards the stipulated penalty amount. If the duration of discharge is substantially shorter than assumed, the District may request a fair credit towards the stipulated penalty amount.

b. *Violation of Daily Maximum, Total Phosphorus (lbs./day).* TP mass loading is calculated using reported daily flow and concentration data collected during discharge events and evaluated on a per-day basis.

c. *Violation of Daily TP Loading.*

Classification	Daily TP Loading (lbs./day)	Penalty Reduction (credit)
Moderate/Minor	<1 lb./day	($1,900)
Moderate/Moderate	≥1-5 lbs./day	($1,300)
Moderate/Major	≥5-7 lbs./day	($800)
Major	> 7 lbs./day	($0)

d. Violation of Weekly Average, Total Phosphorus, Mass Loading (lbs./day)

Classification	Weekly TP Loading (lbs./day)	Penalty Reduction (credit)
Moderate/Minor	<1 lb./day	($4,500)
Moderate/Moderate	≥1-5 lbs./day	($3,500)
Moderate/Maj or	≥5-7 lbs./day	($2,600)
Major	>7 lbs./day	($0)

e. The amount of penalty reduction (credit) under this section cannot exceed the amount of the stipulated penalty amount. If the credit exceeds the stipulated penalty amount, the excess credit/balance does not create any payment, reimbursement, or credit owed by the Department. The penalty reduction cannot be used to reduce the base civil penalty amount of $75,980.

27. *Continuing Civil Penalties.* It is anticipated that liner replacement and solids removal will occur over a thirty-six (36) month period from the effective date of this Consent Judgment. If the District fails to complete the actions required by this Consent Judgment within thirty six (36) months of the effective date of this Consent Judgment, and the Department determines that the delay is attributable to factors within the District's reasonable control, than after thirty-six (36) months from the date of this Consent Judgment, the Department may assess continuing civil penalties of $12,660 per week (or portion thereof) until the liner replacement and solids removal are completed.

a. Continuing civil penalties apply solely to the District's failure to timely complete the required actions after thirty-six (36) months and are independent of and shall not duplicate or replace the base civil penalty or stipulated penalties.

VI. COST OF SUIT

28. Each Party to this action will bear its own costs and attorney's fees.

29. In the event this Court subsequently determines that the District has violated the terms of this Consent Judgment, the District will be liable to the Department for any costs, attorney's fees, or other expenses incurred by the Department in any action or proceeding against the District for non-compliance with this Judgment.

VII. EFFECT OF SETTLEMENT

30. Each Party hereto warrants that it is not relying on any warranties, representations, statements, or promises of the other Party concerning any facts, matters, or events which are the subject of this Consent Judgment and the releases herein, except as expressly set forth in this Consent Judgment.

31. In the event any term of this Consent Judgment is held to be invalid or unenforceable by a court, the remaining terms of the Consent Judgment will remain in force.

32. Nothing herein will be construed to bar, alter, or limit the ability of the Department to pursue, and the Department expressly reserves the right to pursue any legal or equitable, judicial, or administrative relief to it to remedy any violation of the terms of this Consent Judgment.

33. The Civil Penalty and associated Consent Judgment supersedes the 2020 Compliance Agreement Schedule (CAS) between the Department and District. The groundwater monitoring requirements of the CAS will remain in effect until otherwise modified. This Consent Judgment does not relieve the District from its obligation to comply with any of the provisions of the EPHA, I.C. §§ 39-101, *el. seq.,* the Department's Rules, including the TPDES rules, IDAPA 58.01.25, or other applicable local, State or Federal law. The Department retains all authority and reserves all rights to take any actions authorized by law to protect human health and the environment. This Consent Judgment does not affect the right of the Department or the State of Idaho to pursue appropriate relief for any violations not specifically addressed in this Judgment. Nothing in this Consent Judgment, including the District's actions undertaken pursuant to this Judgment, will be construed as an admission of fact or law except for the purpose of enforcing this Consent Judgment.

VIII. FORCE MAJEURE

34. The District will cause all work or required reporting to be performed within the time limits set forth herein, unless performance is delayed by events which constitute a force majeure. For the purposes of this Consent Judgment, a force majeure is an event arising from circumstances beyond the reasonable control of the District which delays performance of any obligations required by this Judgment. Increases in costs will not be considered an event of force majeure. The District will notify the Department within three (3) calendar days after any event which the District contends is a force majeure through the Department's E-Permitting System. Such notification will describe the anticipated length of the delay, the cause or causes of the delay,

the measures taken or to be taken by the District to minimize the delay, and the timetable by which these measures will be implemented. The District will have the burden of demonstrating that the event is a force majeure. The decision of whether an event is a force majeure will be made by the Department, subject to dispute resolution under this Consent Judgment. Said decision will be immediately communicated by the District in writing. If a delay is attributable to a force majeure, the time-period for performance under this Consent Judgment will be extended, in writing, by the amount of time that is attributable to the event constituting the force majeure.

IX. DISPUTE RESOLUTION

35. The parties agree to attempt, in good faith, to resolve through informal dispute resolution methods any dispute arising under this Consent Judgment. If such informal resolution is not successful within 30 days, either party may seek resolution of the dispute by the Court.

X. NOTICES AND SUBMISSIONS

36. Unless otherwise provided herein, notifications to, or communications with the Department will be deemed submitted on the date they are sent by facsimile, electronic mail, or postmarked and sent by mail service.

37. Unless otherwise directed by the Department, all communication required to be sent to the Department will be addressed to:

Wastewater Compliance & Enforcement Supervisor
IPDES Program
Idaho Dept. of Environmental Quality
1410 N. Hilton Street
Boise, ID 83706-1255

38. Unless otherwise directed by the District, all communication required to be sent to the District will be addressed to:

Ellen Holm
Payette Lakes Recreational Water and Sewer District 201
Jacob Street
McCall, Idaho 83638

XI. RETENTION OF JURISDICTION

39. The Court will retain jurisdiction to enforce the terms of this Consent Judgment and to resolve any disputes arising hereunder until the Judgment has been satisfied and the Consent Judgment is terminated in accordance with the provisions of this Judgment.

XII. MODIFICATION

40. Except as specifically provided for herein, there will be no modifications or amendments of this Consent Judgment without written agreement of the Parties to this Consent Judgment and approval by this Court.

XIII. PUBLIC COMMENT

41. This Consent Judgment has undergone the Department's public notice and comment process for a period of not less than thirty (30) days in accordance with Idaho Code § 39-108(b)(9) and IDAPA 58.01.25.500.04.c. After consideration of public comments, the Department reserves the right to withdraw or withhold its consent if the comments regarding the Consent Judgment disclose facts or considerations indicating that this Consent Judgment is inappropriate, improper, or inadequate.

XIV. PROPERTY ACCESS

42. In accordance with Idaho Code § 39-108, the Department will be provided access to all portions of the Facility and locations where records are kept, at all reasonable times of day, for the purposes of inspecting or investigating compliance of this judgment, and the Department's rules, permits, or orders. The District will hereby provide consent to the Department's officers, employees,

and authorized representatives, to enter the Facility to conduct inspections, site visits, or investigations, including the collection of samples or other materials, in accordance with Idaho Code § 39-108 and the Property Rights Protection Act, Idaho Code§ 18-7101, et seq. This consent will remain in effect for the full term of the Consent Judgement.

XV. EFFECTIVE DATE

43. This Consent Judgment will take effect on the date it is entered by the Court.

XVI. TERMINATION AND DISMISSAL

44. The parties, through their counsel, agree that upon completion of the actions required by this Consent Judgment, they will file a stipulated motion requesting that the Court terminate this Consent Judgment and dismiss the Complaint with prejudice, consistent with the terms set forth in the stipulation.

XVII. SIGNATORIES AND SERVICE

45. Each undersigned representative of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Judgment and to execute and legally bind such Party to this Consent Judgment.

46. The Parties consent to the entry of this Consent Judgment without further notice.

47. The Parties further agree not to oppose entry of this Consent Judgment by this Court or to challenge any provision of this Judgment.

48. The District need not file an answer or other responsive pleading to the Complaint in this action unless or until the Court expressly declines to enter this Consent Judgment, in which case the District's responsive pleading to the Complaint would be due in the timeframe set forth in the Idaho Rules of Civil Procedure or in an order of this Court.

THE UNDERSIGNED PARTIES enter into this Consent Judgment in Valley County

case number CV43-26-00083:

FOR THE STATE OF IDAHO:

_____

JESS BYRNE
Director, Idaho Department of Environmental Quality
Date: _____

Reviewed and approved as to form:

_____

BRENT KING
Deputy Attorney General, Idaho Attorney General's Office
Date: _____

FOR THE DISTRICT:

_____

ELLEN HOLM
Payette Lakes Water and Sewer District
Date: _____

Reviewed and approved as to form:

_____

KEVIN BEATON
Counsel for The District
Date: _____

SO ORDERED THIS _____DAY OF _____2026.

_____

District Judge