

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

SIERRA CLUB and)	
PRAIRIE RIVERS NETWORK,)	
)	
Petitioners,)	
)	
v.)	PCB 22-69
)	APPEAL FROM IEPA
ILLINOIS ENVIRONMENTAL PROTECTION))	DECISION GRANTING
AGENCY and WILLIAMSON ENERGY LLC,))	NPDES PERMIT
)	
Respondents.)	

NOTICE OF FILING

PLEASE TAKE NOTICE that I have today filed with the Office of the Clerk of the Pollution Control Board the MOTION TO DISMISS WITH PREJUDICE, a copy of which is herewith served upon you.



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Dated August 23, 2024

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PRAIRIE RIVERS NETWORKS,)	
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Petitioners,)	PCB 22-69
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)	NPDES PERMIT
ILLINOIS ENVIRONMENTAL PROTECTION)	
AGENCY and WILLIAMSON ENERGY LLC,)	
)	
Respondents.)	

MOTION TO DISMISS WITH PREJUDICE

COMES NOW Petitioners Sierra Club (“Sierra Club”) and Prairie Rivers Network (“PRN” and together with Sierra Club, the “Petitioners”), by and through their undersigned attorneys, and pursuant to 735 ILCS 5/2-1009, and move the Illinois Pollution Control Board (the “Board”) to dismiss their Petition for Review with prejudice. In support of this Motion to Dismiss with Prejudice, Petitioners state as follows:

1. On or about April 15, 2022, the Illinois Environmental Protection Agency (“Illinois EPA”) reissued National Pollutant Discharge Elimination System (“NPDES”) Permit, Permit No. IL0077666 (the “NPDES Permit”), to Williamson Energy LLC (“Williamson” or “Respondent”) for the Pond Creek No. 1 Mine in Williamson County, Illinois.
2. On or about May 10, 2022, PRN and Sierra Club filed a Petition for Review of the Illinois EPA’s decision to reissue the NPDES Permit before the Board in Docket No. PCB 22-69 (“Petition for Review”).
3. The Petition for Review alleges that the subject NPDES Permit was issued by the Illinois EPA in violation of certain provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. and the Illinois Pollution Control Board Water Pollution Regulations.

4. In the interest of resolving the dispute, and to avoid continuing litigation, and without any admission of any kind on the part of Williamson, Petitioners Sierra Club and PRN and Respondent Williamson entered into a settlement agreement (the "Settlement Agreement"), attached hereto as Exhibit A.

5. Pursuant to the Settlement Agreement, the Petitioners and Respondent Williamson agreed to certain proposed modifications to the NPDES Permit and certain non-permit terms as set forth in the Settlement Agreement attached hereto as Exhibit A.

6. In consideration of the covenants and agreements made by Williamson in the Settlement Agreement, Petitioners now move to dismiss their Petition for Review with prejudice.

WHEREFORE, Petitioners respectfully request that the Board grant this Motion to Dismiss with Prejudice.

Respectfully submitted,



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Counsel for Petitioners

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into this ___ day of _____ 2024 (the "Effective Date") by Prairie Rivers Network, an Illinois not-for-profit corporation ("PRN"), Sierra Club, a California not-for-profit corporation ("Sierra Club," and together with PRN, the "Petitioners"), and Williamson Energy, LLC, a Delaware limited liability company ("Williamson," and together with PRN and Sierra Club, the "Parties" and each, a "Party").

RECITALS

WHEREAS, on or about April 15, 2022, the Illinois Environmental Protection Agency ("Illinois EPA" or "IEPA") reissued National Pollutant Discharge Elimination System ("NPDES") Permit, Permit No. IL0077666 (the "NPDES Permit"), to Williamson for the Pond Creek No. 1 Mine in Williamson County, Illinois;

WHEREAS, on or about May 10, 2022, PRN and Sierra Club filed a Petition for Review of the Illinois IEPA's decision to reissue the NPDES Permit before the Illinois Pollution Control Board (the "IPCB") in Docket No. PCB 22-69 ("Petition for Review");

WHEREAS, the Petition for Review alleges that the subject NPDES Permit was issued by the Illinois EPA in violation of certain provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* and the Illinois Pollution Control Board Water Pollution Regulations;

WHEREAS, in the interest of resolving a dispute among the Parties, and to avoid continuing litigation, and without any admission of any kind on the part of Williamson, the Parties and Illinois EPA have agreed to certain modifications to special conditions 15 and 16 of the NPDES Permit;

WHEREAS, the Parties have further agreed to enter into this Agreement to address certain non-permit issues raised by Petitioners;

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually agree as follows.

AGREEMENT

- 1. Dismissal of Petition for Review:** In consideration of the covenants and agreements made by Williamson in this Agreement, Petitioners hereby covenant and agree that not later than five (5) business days after the Effective Date of this Agreement, Petitioners shall join in a motion along with Illinois EPA and Williamson to remand the NPDES Permit to Illinois EPA to modify the permit as set forth herein, such modified NPDES Permit after remand hereafter called the "Remanded Permit."

2. **Agreed NPDES Permit Modifications:** The Parties covenant and agree to the proposed modifications to the Remanded Permit as set forth in the term sheet attached hereto as Exhibit A.
3. **Covenant Not to Sue or Object to Remanded Permit.** Petitioners covenant and agree not to object to the issuance of the Remanded Permit through public or written comments to the permitting agency or by a petition for review or any other legal challenge unless the final permit as issued by IEPA fails to include the agreed upon modifications to the Remanded Permit in substantially the same form as set forth in the term sheet attached hereto as Exhibit A. Petitioners are hereby consciously and knowingly waiving any right they may have to petition for further review of the Remanded Permit, it being the intent of the Parties that this Settlement Agreement fully and finally resolves all issues raised in the Petitioner's Petition for Review.
4. **Limits for Ammonia and Phosphorus.** Williamson covenants and agrees to cause the Illinois EPA to impose limits, set at the numeric water quality standard for ammonia and phosphorus at Outfall 011 as provided in Exhibit A. The Parties acknowledge and agree that if Williamson's effluent samples are in compliance with the effluent limits for a period of one year, Williamson may apply to the Illinois EPA to terminate those limits. Petitioners covenant and agree that they shall not object to Williamson's application to terminate such limits.
5. **Third-Party Monitoring.** Williamson covenants and agrees that sample collections made at Outfall 011 will be certified as accurate by a person, who is not an employee of Williamson and who is certified by the state of Illinois as a Wastewater Collection System Operator, Wastewater Treatment Plant Operator, or a Water Supply Operator.
6. **Electronic Records of Data.** Williamson covenants and agrees that it will post electronic records of data required to be collected under the NPDES Permit and the mussel survey required under the NPDES Permit, to a website accessible to Petitioners.
7. **USGS Gage.** Williamson agrees it will pay the cost to restore the USGS gage at Murphysboro for dissolved oxygen, temperature, pH, and conductivity monitoring (the "Gage"). Thereafter, Williamson agrees to pay for the maintenance and upkeep of the Gage for the term of the Remanded Permit.
8. **Public Statements Regarding USGS Gage.** Williamson covenants and agrees that any public statement, oral or written, in print, film or other media, made by Williamson making reference to the Gage shall include the following language: "This project was undertaken in connection with the settlement of a NPDES permit appeal."
9. **Chloride Optimization Plan.** Williamson covenants and agrees to develop and submit to the Illinois EPA a Chloride Optimization Plan within twenty-four (24) months of the effective date of the issuance of the Remanded Permit. In developing the Chloride

Optimization Plan, Williamson agrees to evaluate a range of measures for reducing chloride loadings to the Big Muddy, including possible source reduction measures, operational improvements, and minor facility modifications that will optimize reductions in chloride loadings to the Big Muddy. The Chloride Optimization Plan shall include a schedule for the implementation of the optimization measures included in the Chloride Optimization Plan. Annual progress reports on the optimization of the existing treatment facilities shall be submitted to Illinois EPA by March 31 of each year beginning 12 months from the effective date of the issuance of the Remanded Permit.

- 10. Dataset.** Williamson covenants and agrees to produce a full dataset and protective subset as described in the attached Exhibit A, Special Condition 15, using the initial dataset agreed to by the Parties and will share the data with Sierra Club and Prairie Rivers Network, as well as demonstrate the derivation of a correlation between conductivity and chlorides.
- 11. Representations and Warranties.** The Parties hereto further warrant, represent and agree that they have each been represented by counsel of their choice in negotiating and executing this Agreement; that none of them has made any statement, representation or promise regarding any fact relied upon by them in entering into this Agreement, other than such statements, representations and promises as are contained herein; that any and all previous tenders, offers, counter-offers, or other settlement negotiations are merged into this Agreement and are of no force and effect; and that the Parties hereto have read and understand the contents of this Agreement and have been advised of its legal effect.
- 12. No Admission of Liability.** It is understood and agreed that this Agreement is entered into solely as a compromise of disputed claims, and for the purpose of preventing the Parties from incurring the costs of litigation, and that neither the making of the mutual covenants and agreements contained herein, nor the negotiation or execution of this Agreement, is or shall be construed as an admission of liability on the part of any Party hereto.
- 13. Construction of Agreement:** The Parties acknowledge that this Agreement is the result of extensive good faith negotiations between the Parties and their respective counsel. Each Party has cooperated in the drafting and preparation of this Agreement. Accordingly, this Agreement, or of any of its terms and provisions, shall not be construed against any Party.
- 14. Amendment and Modification.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the Party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.
- 15. Assignments.** Except as provided herein, no Party may assign or transfer any of its rights or obligations under this Agreement to any other person without the prior written consent

of the other Parties.

- 16. Exclusive Remedies.** Notwithstanding the foregoing, the Parties' sole and exclusive remedy for breach of this Agreement shall be an action for specific performance or injunction. In no event shall any Party be entitled to monetary damages for breach of this Agreement. In addition, no legal action for specific performance or injunction shall be brought or maintained until: (a) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (b) within thirty (30) days after receipt of said notice, the breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach.
- 17. Entire Agreement.** This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the Parties, whether oral or written.
- 18. Governing Law.** This Agreement and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and to be performed wholly within Illinois. The Parties agree that venue for enforcement of this Agreement shall be in the Circuit Court of Williamson County, Illinois, and consent to sole and exclusive venue and jurisdiction therein.
- 19. No Reliance.** Except as specifically set forth in this Agreement, each Party hereto has relied solely on its own knowledge and judgment and/or upon advice from its own counsel in entering into this Agreement and has not received or relied upon advice from any other Party.
- 20. Signatory Warranty.** Each person executing this Agreement warrants that he or she is authorized to do so on behalf of the Party for whom he or she signs this Agreement.
- 21. Counterparts.** This Agreement may be executed in one or more counterparts and delivered by electronic media, including to scan and email. When each Party has signed and delivered at least one such counterpart to the other Parties, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Agreement, which will be binding upon and effective as to all Parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have hereunto set their respective hands and seals as of the day and year first above written.

PRAIRE RIVERS NETWORK

By: _____

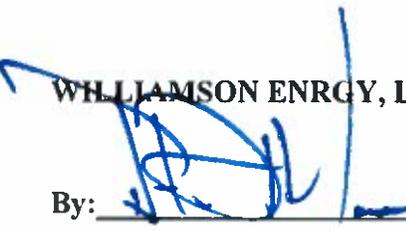
Print Name: _____

SIERRA CLUB

By: _____

Print Name: _____

WILLIAMSON ENRGY, LLC

By:  _____

Print Name: Robert D. Moore

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IN WITNESS WHEREOF, the Parties have hereunto set their respective hands and seals as of the day and year first above written.

PRAIRE RIVERS NETWORK

By: Albert Ettinger
Print Name: Albert Ettinger 8/3/2024

SIERRA CLUB

By: Albert Ettinger
Print Name: Albert Ettinger 8/3/2024

WILLIAMSON ENRGY, LLC

By: _____
Print Name: _____

Exhibit A

Pond Creek IPCB Appeal - Settlement Term Sheet for Special Condition 15

NPDES Permit Modifications

Special Condition No. 15: Sediment Pond Operation and Maintenance (Outfall 011):

- a. Pursuant to 35 Ill. Adm. Code Part 302.102, discharges from the referenced outfalls that otherwise would not meet the water quality standards of 35 Ill. Adm. Code Part 302 may be permitted if sufficient flow exists in the receiving stream to ensure that applicable water quality standards are met. That is, discharges not meeting the water quality standards of 35 Ill. Adm. Code Part 302 may only be discharged at such times that sufficient flow exists in the receiving stream to ensure that water quality standards in the receiving stream beyond the area of allowed mixing will not be exceeded. The permittee shall determine the effluent limitation for chloride and/or the maximum effluent flow rate allowable to maintain water quality in the receiving stream. The following equations shall be used to make such determinations:

$$C_{DSC} = \frac{(C_E Q_E + 0.25 C_{US} Q_{US})}{(Q_E + 0.25 Q_{US})}$$

where:

C_E = Effluent chloride concentration (mg/L) for Outfall 011

Q_E = Effluent flow rate (cfs) for Outfall 011

C_{US} = Upstream chloride concentration (mg/L)

Q_{US} = Upstream flow rate (cfs)

C_{DSC} = Calculated Downstream Concentration (mg/L)

The daily maximum of C_{DSC} shall be less than 500 mg/L and reported on the discharge monitoring reports (DMRs) along with the C_E , Q_E , C_{US} , Q_{US} , and conductivity at the time of the maximum. Permittee will continuously monitor C_E , Q_E , C_{US} , and Q_{US} and continuously calculate C_{DSC} so that at no time will C_{DSC} exceed 500 mg/L. For each day, Permittee shall record the data point (ie. C_E , Q_E , C_{US} , Q_{US}) and its calculation for C_{DSC} that occurs at each of (1) the highest C_E concentration, (2) the highest Q_E flow, (3) the highest C_{US} concentration, and (4) the lowest Q_{US} flow. The daily data described in the preceding sentence will be posted once per month pursuant to the terms of a settlement agreement between Permittee and Petitioners in Docket No. PCB 22-69.

C_E is measured by the permittee using real-time measurements of conductivity and the approved effluent correlation. The daily maximum C_E shall be less than 5000 mg/L and reported on the discharge monitoring reports (DMRs).

Q_E is measured by the permittee using real-time measurements of effluent flow rate. The daily maximum Q_E shall be less than 11.1 cfs and reported on the discharge monitoring reports (DMRs).

C_{US} is measured by the permittee using real-time upstream measurements of conductivity and the approved river correlation. The permittee shall install a continuous conductivity monitor upstream of the discharge. The continuous conductivity monitoring locations need to be approved by the Agency.

Q_{US} is the real-time river flow data taken from the Plumfield USGS gage. The permit allows discharge from Outfall 011 when the Big Muddy River (Q_{US}) is between 30 to 2350 cfs, except after a 1-year, 24-hour precipitation event, Outfall 011 can discharge for 6 consecutive days. The 1-year, 24-hour precipitation event for this area is considered to be 2.97 inches. The daily maximum and daily minimum shall Q_{US} be reported on the discharge monitoring reports (DMRs).

For this permit, 'conductivity' shall mean specific conductance at 25° C.

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Sulfate, chloride and Iron (dissolved) shall be monitored from the effluent three (3) times per week when discharging and reported in the DMRs

The maximum dispersion required for all water quality parameters is 13.3:1.

The zone of initial dilution for Ports 1 and 2 has a length of 4.5 feet by a width of 1.12 feet each. The zone of initial dilution for Port 3 has a length of 5.68 feet by a width of 1.38 feet. The zone of initial dilution for Port 4 has a length of 7.64 feet by a width of 1.97 feet. The zone of initial dilution for Port 5 has a length of 9.18 feet by a width of 2.23 feet. The mixing zone has a length of 46 feet by a width of 25 feet.

Flow & chloride concentrations (Q_{US} , C_{US} , Q_E , C_E) shall be available for the inspector during inspections.

Measured downstream concentration (C_{DSM}). In addition to the calculated downstream concentration, the permittee shall install a continuous conductivity monitor located within ten (10) feet of the edge of the mixing zone downstream of Outfall 011. The location of the downstream monitor will be approved by the Agency. The measured downstream chloride concentration, calculated from measured conductivity using the approved river correlation, shall not exceed 500 mg/L. The daily maximum measured downstream chloride concentration (C_{DSM}) and the measured conductivity shall be reported on the DMR's. For this permit, 'conductivity' shall mean specific conductance at 25° C.

Correlations. The permittee shall develop correlations to determine chloride from conductivity for the river and the effluent as described below. Initial datasets for the correlation are identified in "InitialDatasets_NPDESPermitL0077666.xlsx".

The river correlation is developed from the initial "full dataset" for the river (sheet *FullDataset_BMR*), made up of data points of paired conductivity and chloride measurements. A protective subset of the full dataset is created (sheet *ProtectedSubset_BMR*). The protective subset is a strictly increasing subset of the full dataset (i.e. it is created by taking only the data points for which the chloride is greater than all data points with a smaller conductivity). The river correlation is the line of best fit for the protective subset created from the regression, either linear, exponential, polynomial (order 2 or 3), logarithmic, or natural logarithmic, that produces the highest r^2 value.

The effluent correlation is developed from the full dataset for the effluent (sheet *FullDataset_Facility*), made up of data points of paired conductivity and chloride measurements. A protective subset is created (sheet *ProtectedSubset_Facility*) from this dataset (distinct from the river full dataset and river protective subset) using the same methodology described above (again, a strictly increasing subset made up of data points for which the chloride is greater than all data points with a smaller conductivity). The effluent correlation is the line of best fit for the protective subset created from a regression with the highest r^2 value, as described above.

New data is collected and added to the full datasets monthly. Monthly paired chloride samples and conductivity measurements in the Big Muddy River (upstream and downstream) and in the effluent are required to ensure that the correlations remain protective. Both the upstream and downstream measurements are added to the full dataset for the river, and the effluent measurement is added to the full data set of the effluent. The monthly measurements shall be reported on the discharge monitoring reports (DMRs) as conductivity (correlation, upstream), conductivity (correlation, downstream), conductivity (correlation, effluent), chloride (correlation, upstream), chloride (correlation, downstream) and chloride (correlation, effluent). The full dataset, protective subset, and updated correlations are reviewed and approved by the Illinois EPA every 6 months, after which the permittee switches to the new correlations. The full datasets, the protective subsets, and any outlier report (see below) shall be posted on the publicly available website monthly. The new approved correlations will be posted on the publicly available website, with the document Illinois EPA approval, when approved.

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The correlations are expected to change. Should the permittee decide that a data point is incorrect due to a sampling or laboratory error, the permittee will immediately schedule a re-sample and prepare an outlier report. The outlier report shall include the details of the measurement and the reasoning for excluding the data point. The outlier report will be submitted to Illinois EPA during the 6 month review and approval process, along with the re-sample. The Agency can reject the request to exclude the data. The outlier report will also be posted to the website, as noted above.

The approved river and effluent correlations in effect at the time of discharge shall govern the mine's compliance under the permit. To the extent new data points adjust the correlation between chlorides and conductivity, such adjusted correlation shall be applied prospectively only, not retroactively, in determining the mine's compliance under the permit.

Outfall 011 shall include signage on the bank of the Big Muddy River to inform people on the Big Muddy River that the outfall is present.

A mussel survey and a macroinvertebrate survey is required 1 year after commencement of the discharge from Outfall 011, during the next sampling period.

The pipeline should be constructed with new material and pressure control sensors (or other type of equipment) to stop the pumps when there is a loss of pressure in the pipeline. Inspection reports of the pipeline should be available to the Agency's inspector when requested.

- b. The following sampling and monitoring requirements are applicable to flow in Big Muddy River, which receives the discharges from Outfall 011
 - i. All sampling and monitoring required under 15(b)(ii) and (iii) below shall be performed during a discharge and monitoring event from the associated outfall.
 - ii. The Big Muddy River shall be monitored and reported quarterly for Discharge Rate, Sulfate, Chloride, and Hardness downstream of the associated outfall. This downstream monitoring shall be performed a sufficient distance downstream of the associated outfall to ensure that complete mixing has occurred.
 - iii. The Big Muddy River shall be monitored and reported annually for Discharge Rate, Sulfate, Chloride and Hardness upstream of the associated outfall.

Pond Creek IPCB Appeal - Settlement Term Sheet for Special Condition 16

Special Condition No. 16: Outfall 011 additional limit and downstream monitoring and reporting:

- a. The permittee shall collect three samples per week from the receiving stream of Sulfate, Nickel (dissolved), and Copper (dissolved) within 10 feet of the edge of the mixing zone.
- b. Effluent discharges shall not exceed a concentration of 0.1 mg/L for total phosphorus or a concentration of iron (dissolved) of 1.0 mg/L or an ammonia-nitrogen concentration above the concentrations in the table below:

Ammonia Nitrogen	Monthly Average	Weekly Average	Daily Maximum
March - May, Sept. – Oct.	3.3	8.2	15.0
June – August	1.7	4.1	15.0
Nov. – Feb.	4.5	-	10.1

If the permittee's effluent sample are in compliance with the effluent limits for total phosphorus and/or ammonia-nitrogen for a period of one year, permittee may apply to terminate the limits set in this Special Condition No. 16 b for phosphorus and/or ammonia-nitrogen.

- c. Concentrations at the edge of the mixing zone shall not exceed:
 - Chloride = 500 mg/L
 - Sulfate = 500 mg/L
 - Concentrations of copper (dissolved) and nickel (dissolved) shall not exceed a monthly average of
 - Copper (dissolved) = 0.0105 mg/L
 - Nickel (dissolved) = 0.0046 mg/L
- d. Subject to d) below, the discharge from Outfall 011 shall cease
 - i. if the concentration of chloride at the downstream monitoring location exceeds 700 mg/L more than 20% of the time in any month,
 - ii. if the concentration of sulfate is greater than 700 mg/L,
 - iii. if the concentration of iron (dissolved) in effluent discharges at Outfall 011 is greater than 1.4 mg/L, or
 - iv. if the concentration of copper (dissolved) or nickel (dissolved) exceed a monthly average of 0.0126 mg/L for copper (dissolved) or 0.0055 mg/L for nickel (dissolved)
- e. Once a requirement to cease is triggered pursuant to this Special Condition, Permittee shall only resume discharge upon collecting data, post-dating the cease-and-desist establishing "Resumption Conditions" as defined herein. Resumption Conditions exist when a water sample taken from the water holding cell shows that concentrations of all parameters in the permit will meet water quality standards at the edge of the Mixing Zone, given then-existing instream conditions. The Permittee shall notify the Agency by letter, and post to the publicly available website, of the triggering of the requirement to cease discharging and of the steps taken to resume the discharge of Outfall 001, including the data demonstrating the cease trigger and data demonstrating that "Resumptive Conditions" are met.
- f. The averaging rules of 304.104 are not applicable to the limits set in this Special Condition. Limits imposed by this Special Condition regarding violations of water quality standards are not subject to any exception for bypass under 40 CFR 122.41 and must be met at all times.
- g. The permittee shall install a continuous DO monitor located within ten (10) feet of the edge of the mixing zone downstream of Outfall 011. The location of the downstream monitor will be approved

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by the Agency. The daily max and daily minimum DO shall be recorded. The highest daily maximum and lowest daily minimum DO shall be reported on the DMR.

- h. If the monitoring of Dissolved Oxygen (DO) at the edge of the mixing zone shows violations of the DO standard of 302.206 (b), the permittee shall undertake a study to determine the cause of the DO violations and report on its conclusions within 3 months of the occurrence.
- i. The permittee shall report on its DMRs, the data required to be reported by Special Condition 16 and shall make such data available to the public through a publicly-accessible website.