

**IN THE COURT OF COMMON PLEAS
LUCAS COUNTY, OHIO**

STATE OF OHIO, <i>ex rel.</i>	:	CASE NO. CI2025-03003
DAVE YOST	:	
OHIO ATTORNEY GENERAL	:	JUDGE LINDSAY NAVARRE
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
CITY OF MAUMEE,	:	
	:	
Defendant.	:	

CONSENT ORDER FOR INJUNCTIVE RELIEF AND CIVIL PENALTIES

The State of Ohio, by its Attorney General (“Plaintiff” or “the State”), and at the written request of the Director of the Ohio Environmental Protection Agency, has filed a Complaint seeking injunctive relief and civil penalties against Defendant, City of Maumee, Ohio (“City” or “Defendant”). The Complaint alleges violations of Ohio’s water pollution control laws found in R.C. Chapter 6111 and the rules adopted thereunder, concerning the Defendant’s operation of its sewer system. The Parties have consented to the entry of this Order.

Whereas, the City owns, operates and maintains a sewer collection system (“Sewer System”), which collects sanitary wastewater from the City and transports it to the Lucas County sanitary sewerage system for treatment at a publicly owned treatment works owned and operated by Lucas County.

Whereas, the City was subject to Ohio EPA Director’s Final Findings and Orders issued to the City on November 25, 1985, subsequently modified on June 13, 1988 and

January 8, 1992 (“CSO Orders”). At the time of the CSO Orders, portions of the City’s collection system were a “combined system,” meaning that it was specifically designed to convey both sanitary waste and storm water in the same collection pipe. Under the CSO Orders, the City implemented a series of projects that resulted in the Sewer System becoming a separate sewer system meaning that the City’s sanitary and storm water flows were conveyed in separate sewers.

Whereas, in 2020, the City identified to the Director several points in the Sewer System where sanitary sewers overflow during rain events and explained that the City pumps sanitary wastewater from certain manholes to relieve flow in the Sewer System and prevent sewage from backing up into homes or occupied structures. These sanitary sewerage overflows (“SSOs”) are untreated discharges that directly enter waters of the state and are not permitted by the State of Ohio.

Whereas, on July 21, 2021, new Director’s Final Findings and Orders (“DFFOs”) were issued, requiring the City to develop a Capacity, Management, Operation, and Maintenance program (“CMOM”), maintain records associated with SSOs and basement backups, produce annual reports associated with SSOs and basement backups, implement a public notification program, and develop a plan for emergency response to SSOs and basement backups. The City was also required to conduct a Sewer System Evaluation Study (“SSES”) and submit an SSES report which specified the major tasks necessary to eliminate SSOs in the Sewer System.

Whereas, the City’s SSES includes projects that address capacity and inflow and infiltration (“I/I”) issues within its sewer system but also includes efforts to prevent and remove I/I from entering its sewer system from private service connection laterals, private footer drains, downspouts and sump pumps. The City has determined that preventing I/I from entering the City’s sewer system from private property is a cost-effective part of an

overall strategy to eliminate unauthorized discharges from its sewer system.

Whereas, the parties desire to govern implementation of projects identified in the SSES and continued implementation of its CMOM program under this Consent Order.

Therefore, without trial, admission, or determination of any issue of fact or law and with the consent of the Parties hereto, it is **ORDERED, ADJUDGED, AND DECREED**:

I. DEFINITIONS

1. As used in this Order, the following terms are defined:
 - a. “City” means the City of Maumee, Lucas County, Ohio.
 - b. “Complaint” means the Complaint filed by the State in this action.
 - c. “Consent Order” or “Order” means this Consent Order and all appendices and attachments hereto.
 - d. “Day” means a calendar day unless otherwise indicated. When the day a report or other deliverable due under this Consent Order falls on a Saturday, Sunday, Federal holiday, or legal holiday for the City, the City shall have until the following calendar day for submittal of the report or other deliverable.
 - e. “Director” means the Director of the Ohio Environmental Protection Agency or his designee.
 - f. “Defendant” means the City of Maumee, Ohio.
 - g. “DFFOs or 2021 DFFOs” means the July 21, 2021 Director’s Final Findings and Orders issued by the Director to the City.
 - h. “Discharge” means any “discharge of any pollutant” as defined in Adm.Code 3745-33-01(D).
 - i. “Effective Date” means the date the Lucas County Court of Common Pleas

enters this Consent Order.

- j. “Parties” means the Plaintiff, State of Ohio, and the Defendant, City of Maumee.
- k. “Private Service Connection Lateral” means a pipe on private property extending from a structure that conveys sewage to the sewer system owned by Defendant.
- l. “Sanitary Sewer Overflow” or “SSO” means an overflow, spill, release, or diversion of wastewater from the Sewer System. For the purpose of counting SSO occurrences, each location in the Sewer System where an SSO discharges on a single day is counted as one occurrence.
- m. “Sewer System” means the wastewater collection and conveyance system owned and operated by the City (including all pipes, force mains, gravity sewer segments, pump stations, manholes, and appurtenances thereto) that is designed to collect and convey municipal sewage (domestic, commercial, or industrial) to the Lucas County sanitary sewerage system for treatment at a publicly owned treatment works owned and operated by Lucas County.
- n. “Site” means location or locations where the City is conducting work on its sewer system, and includes all pipes, force mains, gravity sewer segments, pump stations, manholes, and appurtenances thereto.
- o. “State” means Plaintiff, the State of Ohio, including the Director, Ohio Environmental Protection Agency, or the Ohio Attorney General on behalf of the State, or any State entity named in the Complaint.

II. JURISDICTION AND VENUE

2. The Court has jurisdiction over the Parties and the subject matter of this action under R.C. Chapter 6111 and the rules adopted thereunder. The Complaint states a claim upon which relief can be granted. Venue is proper in this Court. Defendant shall not challenge the Court's jurisdiction to enter or enforce this Order.

III. PARTIES BOUND

3. Defendant, City of Maumee, is an Ohio municipal corporation organized under Title 7, R.C. Chapter 701 *et seq.* and is vested with the authority given thereunder and by its charter to conduct the affairs of the City of Maumee.

4. This Order shall apply to and be binding only upon Defendant, and, to the extent consistent with Civ. R. 65(D), on its agents, officers, employees, contractors, assigns, successors in interest, and those persons acting in concert, privity, or participation with Defendant who receive actual notice of this Order whether by personal service, by public record filed in the county land record, or otherwise. The Defendant shall provide a copy of this Order to any successor in interest and to each key employee, consultant, or contractor employed to perform work referenced herein or to operate the Site.

5. This Order is in settlement and compromise of disputed claims, and nothing in this Order is to be construed as an admission of any facts or liability.

6. If insolvency, bankruptcy, or other failure occurs, Defendant must pay the remaining unpaid balance of the total civil penalty.

IV. SATISFACTION OF LAWSUIT AND RESERVATION OF RIGHTS

7. The Plaintiff alleges that Defendant is responsible for violations of the water pollution control laws of the State of Ohio under R.C. Chapter 6111 and the rules adopted thereunder.

The Defendant denies all such allegations. Compliance with this Order shall constitute full satisfaction of any civil liability of Defendant to Plaintiff for the claims alleged in Plaintiff's Complaint.

8. Nothing in this Order, including the imposition of stipulated civil penalties for violations of this Order, shall limit the authority of the State of Ohio to:

- a. Seek any legal or equitable relief or civil penalties from the City for claims or conditions not alleged in the Complaint;
- b. Seek any legal or equitable relief or civil penalties from the City or any other appropriate person for claims, conditions, or violations that occur on or exist after the entry of this Order;
- c. Enforce this Order through a contempt action or otherwise seek relief for violations of this Order; and/or
- d. Take any future legal or equitable action against any appropriate person, including Defendant, to eliminate or mitigate conditions at the Site that may present a threat to public health or welfare or to environment in derogation of applicable laws and rules, which the State of Ohio has the authority to enforce.

9. This Order does not waive, abridge, settle, compromise, or otherwise impact any other claims in law or equity that the State of Ohio or other persons may have against Defendant.

10. Except for the signatories to the Order their employees or their reports, nothing in

this Order shall constitute or be construed as satisfaction of civil liability a covenant not to sue, and/or a release regarding the claims alleged, against any person not a signatory to this Order for any liability such non-signatory may have arising out of matters alleged in the Complaint. The State of Ohio also specifically reserves its right to sue any entity that is not a signatory to this Order.

11. Nothing in this Order shall relieve the Defendant of its obligations to comply with applicable federal, state, or local statutes, regulations, rules, or ordinances.

12. Nothing herein shall restrict the right of the Defendant to raise any administrative, legal, or equitable defense with respect to such further actions reserved by the State in this Order. However, with respect to the actions reserved by the State in this Section, Defendant shall not assert and/or maintain, any defense or claim of waiver, *res judicata*, collateral estoppel, issue preclusion, claim splitting, or other defenses based on any contention that Plaintiff's claim in any subsequent judicial or administrative proceeding could or should have been brought in this case.

V. PERMANENT INJUNCTION

13. Defendant is ordered and permanently enjoined to comply fully with R.C. Chapter 6111 and the rules thereunder, as applicable to sanitary sewer systems, except as otherwise provided in this Order.

14. Defendant is ordered and enjoined to conduct the following:

A. Sewer System Improvement Projects

1. The City shall commence and complete construction of the projects identified in the City's Sewer System Evaluation Study, ("SSES") in accordance with the schedule of compliance and the terms contained

therein, initially submitted by the City to Ohio EPA on July 19, 2024, amended on March 31, 2025 and April 25, 2025, and approved by Ohio EPA on _____ (See Attachment _);

2. If for reasons beyond the control of the City, it is unable to secure financing for the improvements of the Sewer System in accordance with the schedule of compliance contained in the approved SSES, the City may seek a modification to the schedule of compliance contained in the approved SSES. For purposes of this paragraph, timely submission of required loan application materials and adherence to loan procedural requirements for lending parties are considered to be within the control of the City.

B. Continued Implementation of 2021 Director's Final Findings and Orders

1. The City shall comply with the requirements of the City's Capacity, Management, Operation and Maintenance ("CMOM") Program (See Attachment _) for all parts of the Sewer System as amended and agreed to by the parties, in accordance with the 2021 DFFOs.
2. The City shall comply with the Record Keeping and Retention requirements for each SSO and Water in Basement ("WIB") event, for all parts of the Sewer System, in accordance with the 2021 DFFOs.
3. The Defendant shall comply with the Annual Report requirements for each SSO and WIB event, for all parts of the Sewer System, in accordance with the 2021 DFFOs. Additionally, the Annual Report shall provide a summary of progress made toward implementation of any SSES projects during the previous twelve months, including data regarding the implementation of

inflow and infiltration reduction measures and the total expenses incurred as a result.

4. The City shall comply with the Public Notification Program requirements for each SSO event, for all parts of the Sewer System, in accordance with the 2021 DFFOs.
5. The City shall comply with the SSO Emergency Response Plan (“ERP”) (See Attachment __), as amended and agreed to by the parties, requirements for each SSO event, for all parts of the Sewer System, in accordance with the 2021 DFFOs.

VI. CIVIL PENALTY

15. Under R.C. 6111.09, Defendant is ordered to pay a civil penalty of \$10,000.00, subject to the provisions in this Order. Full payment shall be made within thirty (30) days of entering this Order. Such payment shall be made by delivering to Hannah Smith, Paralegal, or her successor, Office of the Ohio Attorney General, 30 E. Broad St., 25th Floor, Columbus, Ohio 43215, a certified check or checks for the appropriate amount, payable to the order of “Treasurer, State of Ohio.”

16. If full payment of the civil penalty and any other amount due under this Consent Order is not received by the State in accordance with the terms of this Consent Order, the remaining unpaid balance of the total civil penalty and any other amount due, plus applicable interest under R.C. 131.02(D), shall become immediately due and owing. The remaining unpaid balance of delinquent payments shall accrue interest at the rate per annum required by R.C. 5703.47 calculated from the Effective Date of this Order.

17. If any amount is not paid in accordance with the terms of this Consent Order, the

Attorney General may collect that amount under R.C. 131.02. Pursuant to R.C. 109.081, in addition to the outstanding balance due under this Order, collection costs of ten percent shall be owing and fully recoverable from the Defendant to be paid into the State Treasury to the credit of the Attorney General Claims Fund.

18. The State reserves the right to file a certificate of judgment lien against the Defendant for the remaining unpaid balance of the total civil penalty, plus applicable statutory interest and collection costs, if the full civil penalty payment is not paid according to the schedule in this Order. The Defendant shall not be permitted to claim a *force majeure* as an excuse for any untimely payment or partial payment of an amount less than the full civil penalty as specified in this Order.

VII. STIPULATED PENALTIES

19. If Defendant fails to comply with any of the requirements of this Order, Defendant shall immediately and automatically be liable for and shall pay stipulated penalties under the following schedule for each failure to comply:

- i. Defendant shall pay three-hundred dollars (\$300.00) per day for each day any requirement of this Order is violated up to the first thirty (30) days of violation;
- ii. For each day any requirement of this Order is violated between thirty (30) days and ninety (90) days of violation, Defendant shall pay six-hundred dollars (\$600.00) per day;
- iii. For each day any requirement of this Order is violated greater than (90) days of violation, Defendant shall pay one-thousand dollars (\$1,000.00) per day.

20. It is recognized that until remedial efforts under this Consent Decree are implemented, SSOs are likely to continue to occur. Accordingly, during the term of this Consent Order, the Defendant shall pay a stipulated penalty on an annual basis for SSO

occurrences from the prior year. For the purpose of counting SSO occurrences, each location in the Sewer System where there is an SSO on a single day is counted as one occurrence. The Defendant shall pay according to the following schedule:

- i. In calendar years with one (1) to forty (40) occurrences, a total of two-thousand and five-hundred dollars (\$2,500.00);
- ii. In calendar years with forty-one (41) to eighty (80) occurrences, a total of twelve-thousand five-hundred dollars (\$12,500.00);
- iii. In years with eighty-one (81) or more occurrences, a total of twenty-thousand dollars (\$20,000.00).

21. Stipulated penalties due under this Order shall be due and owing within 30 days of the end of the calendar year without demand by the State and shall be paid by check or money order, payable to “Treasurer, State of Ohio” and delivered to Hannah Smith, Paralegal, or her successor, at the Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215.

22. Defendant’s payment and Plaintiff’s acceptance of such stipulated penalties under this Section shall not be construed to limit Plaintiff’s authority, without exception, to seek: 1) additional relief under R.C. Chapter 6111, including civil penalties under R.C. Chapter 6111.09; 2) judicial enforcement of this Order for the same violations for which a stipulated penalty was paid; or 3) sanctions for additional remedies, civil, criminal, or administrative, for violations of applicable laws. Further, payment of stipulated penalties by Defendant shall not be an admission of liability by Defendant.

VIII. COMPLIANCE NOT DEPENDENT ON GRANTS OR LOANS

23. Performance of the terms of this Order by the Defendant is not conditioned on the receipt of any private, Federal or State grants, loans, and/or funds. In addition, Defendant’s performance is not excused by failing to obtain or any shortfall of any private, Federal or

State grants, loans, and/or funds or by the processing of any applications for the same.

IX. FACILITY ACCESS

24. As of the Effective Date, the Ohio EPA and its representatives and contractors shall have access at reasonable times to the Site, and shall have access to any other property controlled by or available to Defendant to which access is necessary to effectuate the actions required by this Order. Access shall be allowed for the purposes of conducting activities related to this Order including but not limited to:

- a. Monitoring the work or any other activities taking place at the Site;
- b. Verifying any data or information submitted to Ohio EPA;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing additional response actions at or near the Site;
- f. Inspecting and copying records, operating logs, contracts or other documents maintained or generated by Defendant or its agents, consistent with this Order and applicable law; or
- g. Assessing Defendant's compliance with this Order.

25. Nothing in this Order shall be construed to limit the statutory authority of the Director or their authorized representatives to enter at reasonable times upon the Site or any other private or public property, real or personal, to inspect or investigate, obtain samples and examine or copy any records to determine compliance with R.C. Chapter 6111 and/or this Order.

X. SUBMITTAL OF DOCUMENTS

26. All documents required to be submitted to Ohio EPA pursuant to this Order shall

be submitted to the following addresses, e-mail addresses, or to such addresses as Ohio EPA may hereafter designate in writing:

To the State:

Chief, Environmental Enforcement Section
Ohio Attorney General's Office
30 East Broad Street, 25th Floor
Columbus, Ohio 43215-3400

Enforcement Manager
Division of Surface Water
Ohio Environmental Protection Agency
P.O. Box 1049
Columbus, Ohio 43216-1049

Environmental Supervisor
Division of Surface Water
Ohio Environmental Protection Agency
Northwest District Office
347 North Dunbridge Road
Bowling Green, Ohio 43402

To the City:

Alan Lehenbauer, Esq., or his successor
Law Director
City of Maumee
400 Conant Street
Maumee, Ohio 43537-3387
ALehenbauer@Maumee.org

Patrick Burtch, PhD.
Administrator
City of Maumee
400 Conant Street
Maumee, Ohio 43537-3387
PBurtch@Maumee.org

XI. EFFECT OF ORDER

27. This Order does not constitute authorization or approval of the construction, installation, modification, or operation of any water pollution source, source operation,

or any building, structure, facility, facility component, operation, installation, disposal or storage site, other physical facility, or real or personal property that emits or may emit any water pollution source not previously approved by Ohio EPA under R.C. Chapter 6111 or by a permitting authority or its delegates. Approval for any such construction, installation, modification, or operation shall be by permit issued by Ohio EPA or other such permits as may be required by applicable federal, state, or local laws, rules or regulations.

XII. MODIFICATION

28. No modification shall be made to this Order without the written agreement of the Parties and approval of the Court.

XIII. MISCELLANEOUS

29. Any acceptance by the State of Ohio of any payment, document, or other work due subsequent to the time that the obligation is due under this Order shall not relieve Defendant from the obligations created by this Order.

30. Defendant shall inform the Ohio EPA of any change of its official address and the City of Maumee shall inform Ohio EPA of any change in Registered Agents' address and business addresses or telephone numbers, or the cessation of the operations that are the subject of this action.

XIV. RETENTION OF JURISDICTION

31. This Court shall retain jurisdiction for the purpose of administering and enforcing this Order.

XV. ENTRY OF ORDER AND FINAL JUDGMENT BY CLERK

32. Under Rule 58 of the Ohio Rules of Civil Procedure, upon signing this Order by the Court, the Clerk is directed to enter it upon the journal. Within three (3) days of entering the judgment upon the journal, the Clerk is directed to serve upon all Parties notice of the

judgment and its date of entry upon the journal in the manner prescribed by Civ.R. 5(B) and note the service in the appearance docket. The failure of the Clerk to serve notice does not affect the validity of this Order.

33. The Parties agree and acknowledge that final approval by Plaintiff and Defendant and entry of this Order is subject to the requirements of 40 C.F.R. 123.27(d)(2)(iii), which provides for notice of the lodging of the Order, opportunity for public comment, and the consideration of any public comments. Both Plaintiff and Defendant reserve the right to withdraw this Order based on comments received during the comment period. The City consents to entry of this Consent Order without further notice and agrees not to withdraw from or oppose entry of this Consent Order by the Court or to challenge any provision of the Consent Order, unless the State notifies the City in writing that it no longer supports entry of the Consent Order.

XVI. EFFECTIVE DATE

34. This Order shall be effective upon the date of its entry by the Court.

XVII. COURT COSTS

35. Defendant shall pay all court costs of this action.

XVIII. AUTHORITY TO ENTER INTO THE ORDER

36. Each signatory represents and warrants they have been duly authorized to sign this document and are fully authorized to agree to its terms and conditions, and, in the case of a person signing on behalf of the City, may so legally bind the entity to all terms and conditions in this document. By signing this Order, each signatory waives all rights of service of process for the underlying Complaint.

IT IS SO ORDERED.

DATED: _____

**JUDGE
LUCAS COUNTY
COURT OF COMMON PLEAS**

THE UNDERSIGNED PARTY enters into this Consent Order in the matter of *State of Ohio v. City of Maumee*.

FOR THE STATE OF OHIO:

**DAVE YOST
OHIO ATTORNEY GENERAL**

Date: 8-13-2025



EYTHAN GREGORY (0098891)

GRETA RASER (0105207)

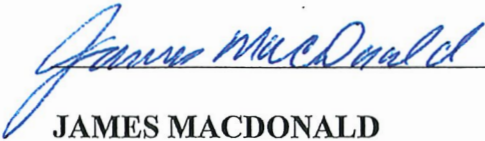
Assistant Attorney General
Environmental Enforcement Section
30 East Broad Street, 25th Floor
Columbus, Ohio 43215-3400
Telephone: (614) 466-2766
Facsimile: (614) 644-1926
Eythan.Gregory@OhioAGO.gov
Greta.Raser@OhioAGO.gov

Counsel for Plaintiff, the State of Ohio

THE UNDERSIGNED PARTY enters into this Consent Order in the matter of *State of Ohio v. City of Maumee*.

FOR THE CITY OF MAUMEE:

Date: 8-11-25



JAMES MACDONALD

Mayor
City of Maumee
400 Conant Street
Maumee, Ohio 43537-3387

Date: 8/11/2025



ALAN LEHENBAUER, Esq.

Law Director
City of Maumee
400 Conant Street
Maumee, Ohio 43537-3387

Date: 8/11/2025



PATRICK BURTCH, PhD.

City Administrator
City of Maumee
400 Conant Street
Maumee, Ohio 43537-3387