

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION

FLORIDA WILDLIFE FEDERATION,
INC.; ENVIRONMENTAL
CONFEDERATION OF SOUTHWEST
FLORIDA, INC.; and SAVE OUR
CREEKS, INC.,

Plaintiffs,

v.

CAROL M. BROWNER,
Administrator, United States
Environmental Protection
Agency; and THE UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY,

Defendants.

CIVIL ACTION FILE NO.

4: 98CV356-WS

CONSENT DECREE

WHEREAS this case involves claims by the Florida Wildlife Federation, Inc., the Environmental Confederation of Southwest Florida, Inc., and Save Our Creeks, Inc. ("Plaintiffs") under the Clean Water Act, 33 U.S.C. § 1251, et seq. ("Act" or "CWA"), and the Administrative Procedure Act, 5 U.S.C. §§ 551, et seq. ("APA"), to compel the United States Environmental Protection Agency; Carol M. Browner, Administrator; and John Hankinson, Regional Administrator, EPA Region IV, (collectively "EPA") to identify waters for listing pursuant to Section 303(d) of the Act, 33 U.S.C. § 1313(d), and to establish Total

Maximum Daily Loads ("TMDLs") for those waters;

WHEREAS, Section 303(d) of the CWA, 33 U.S.C. § 1313(d), and EPA's implementing regulations, 40 C.F.R. § 130.7(b), (c), (d), and (e), provide for (1) identification of waters for which applicable technology-based and other required controls are not stringent enough to implement water quality standards (the "Section 303(d) List"); (2) establishment of a priority ranking for such waters; (3) establishment of TMDLs for pollutants for which those waters are not in attainment with water quality standards; and (4) estimation of Total Maximum Daily Thermal loads ("TMDTLs") for those waters that are not in attainment with water quality standards related to temperature;

WHEREAS, in their complaint filed in this action Plaintiffs allege inter alia, that:

a. EPA's failure to disapprove Florida's continuing submission of inadequate WQLS lists and EPA's failure to promulgate adequate WQLS lists on behalf of the state violates Section 303(d) (2) of the CWA and its implementing regulations, including 40 C.F.R. § 130.7(d). (Count I);

b. EPA's failure to disapprove Florida's inadequate deadlines for TMDL development and its failure to establish TMDLs within the state's inadequate deadlines, and EPA's failure to itself identify waters for TMDL development and set a reasonable schedule for completing those TMDLs violate

Section 303(d)(2) of the CWA and EPA regulations, including 40 C.F.R. § 130.7. (Count II);

c. EPA's failure to disapprove of Florida's refusal to develop TMDLs, and EPA's failure to promulgate TMDLs on Florida's behalf violate 33 U.S.C. § 1313(d)(2) of the CWA and EPA's implementing regulations, including 40 C.F.R. § 130.7(d). (Count III); and

d. EPA's failure to perform non-discretionary duties under 33 U.S.C. § 1313(d)(2) as outlined in Count I though III constitutes unlawful agency action in violation of the Administrative Procedure Act, 5 U.S.C. § 706(1). (Count IV).

WHEREAS, the APA provides for judicial review of agency action made reviewable by statute or final agency action for which there is no other adequate remedy in court to determine whether such action is arbitrary, capricious, an abuse of discretion or otherwise not in accordance with law, or unlawfully withheld or unreasonably delayed, 5 U.S.C. §§ 704, 706;

WHEREAS, the State of Florida has lead responsibility for the identification and prioritization of waters still requiring TMDLs and for establishment of TMDLs pursuant to Section 303(d) of the CWA;

WHEREAS, in order to resolve this lawsuit, Plaintiffs and EPA also have entered into a Settlement Agreement that has been filed separately with the Court for informational purposes

only, the terms of which are not incorporated into this Consent Decree and are not enforceable orders of this Court;

WHEREAS, Plaintiffs and EPA have agreed to a settlement of this action without any admission of fact or law, which they consider to be a just, fair, adequate and equitable resolution of the claims raised in this action;

WHEREAS, by entering into this Consent Decree, Plaintiffs and EPA do not waive or limit any claim or defense, on any grounds, related to any final agency action taken pursuant to this Consent Decree, including EPA's approval, disapproval, and/or development of Section 303(d) Lists and/or establishment of TMDLs in Florida, or to any agency inaction;

WHEREAS, it is in the interest of the public, the parties and judicial economy to resolve the issues in this action without protracted litigation, including a trial; and

WHEREAS, the Court finds and determines that this Consent Decree represents a just, fair, adequate and equitable resolution of the claims raised in this action;

NOW, THEREFORE, it is hereby ordered, adjudged, and decreed as follows:

I. PARTIES

The parties to this Consent Decree are Plaintiffs and EPA. The parties understand that: (a) Carol Browner was sued in her official capacity as Administrator of the United States Environmental Protection Agency; and (b) the obligations

arising under this Decree are to be performed by EPA and not by Carol Browner in her individual capacity.

II. PARTIES BOUND

This Consent Decree applies to, is binding upon, and inures to the benefit of Plaintiffs (and their successors, assigns, and designees) and EPA.

III. JURISDICTION

The Court retains jurisdiction for the purposes of resolving any disputes arising under this Consent Decree, and issuing such further orders or directions as may be necessary or appropriate to construe, implement, modify, or enforce the terms of this Consent Decree, and for granting any further relief as the interests of justice may require.

IV. DEFINITIONS

Whenever terms listed below are used in this Consent Decree, the following definitions shall apply:

- a. "Consent Decree" means this decree.
- b. "Day" means a calendar day unless expressly stated to be a working day. In determining any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday or federal holiday, the period shall run until the close of business of the next working day.
- c. "Effective Date" means the date upon which this Consent Decree is entered by the Court.
- d. "EPA" means the United States Environmental Protection

Agency; Carol M. Browner, Administrator; and John Hankinson, Regional Administrator, EPA Region IV.

e. "Establish" for purposes of this Consent Decree means (1) final agency action taken by EPA on a TMDL after proposal for public comment of that TMDL by EPA or (2) final agency action taken by the State of Florida on a TMDL after proposal for public comment of that TMDL by the State. For purposes of this Consent Decree, the term establish also means estimate for total maximum daily thermal loads.

f. "Execute" or "Execution" means that both parties have fully signed original counterparts to this Consent Decree and have caused such documents to be delivered to each other.

g. "Plaintiffs" means the Florida Wildlife Federation, the Environmental Confederation of Southwest Florida, and Save Our Creeks.

h. "Section 303(d) List" means the list required to be submitted by Section 303(d)(2) of the CWA, 33 U.S.C. § 1313(d)(2), and 40 C.F.R. § 130.7(b), as codified as of the Effective Date of this Consent Decree or as subsequently amended.

i. "Settlement Agreement" means the agreement between the parties executed concurrently with this Consent Decree.

j. "Total Maximum Daily Load" or "TMDL" has the meaning provided at 40 C.F.R. § 130.2(i), as codified as of the Effective Date of this Consent Decree, or as subsequently

amended; for purposes of this Consent Decree, the term also refers to Total Maximum Daily Thermal Load.

k. The "United States" means the United States of America, including its officers, agencies, departments and instrumentalities.

l. "Water Quality Limited Segments" or "WQLSs" has the meaning provided at 40 C.F.R. § 130.2(j), as codified as of the Effective Date of this Consent Decree, or as subsequently amended.

V. TERMS OF AGREEMENT

A. ESTABLISHMENT OF TMDLs

1. The parties understand that the State of Florida has primary responsibility for the establishment of TMDLs pursuant to Section 303(d) of the CWA, 33 U.S.C. § 1313(d). However, if Florida fails to submit to EPA for approval/disapproval any TMDL for a WQLS identified on Florida's 1998 Section 303(d) List according to the schedule attached as Exhibit A hereto, then, in accordance with that schedule and subject to paragraph V.A.2. below, EPA shall propose such TMDL subject to paragraph V.A.5.b. below.

2. In the event EPA proposes TMDLs under paragraph V.A.1 of this Consent Decree, EPA shall propose such TMDLs no later than nine (9) months after the final date for Florida to have submitted such TMDLs to EPA for approval/disapproval.

3. Provided that EPA has not approved State established TMDLs for the WQLSs on the Special Waters

listed below (Special WQLSs), EPA will propose TMDLs for the Special WQLSs, subject to paragraphs V.A.4 and V.A.5.b below, by the following dates:

Special WQLSs from 1998 303(d) List	Projected Number of TMDLs	Proposed By EPA By Date
Lake Okeechobee (main body)	6	12/31/1999
-- Nubbin Slough (tributary to Lake Okeechobee)	N.A.*	As component of Lake Okeechobee TMDL
-- Taylor Creek (tributary to Lake Okeechobee)	N.A.*	As component of Lake Okeechobee TMDL
Myakka River	22	12/31/2001
Indian River Lagoon	7	6/30/2003
Tributaries to Suwannee River	16	12/31/2003
Alafia River (Thirty Mile Creek)	3	12/31/2004
Hillsborough River	51	12/31/2004
Kissimmee River (tributary to Lake Okeechobee)	24	12/31/2006

* The inclusion of Nubbin Slough and Taylor Creek in the above table memorializes the parties' agreement that any TMDL for Lake Okeechobee proposed by EPA shall identify the total calculated load contributed by each of these two tributaries to Lake Okeechobee.

4. In the event EPA proposes TMDLs under this Consent Decree, EPA will establish TMDLs following public notice and comment within a reasonable time. Where significant comment is not received, EPA expects to establish TMDLs within six (6) months of the date the TMDLs are proposed, unless Florida submits and EPA approves such TMDLs prior to EPA establishing such TMDLs.

5. a. For purposes of measuring EPA's compliance with the milestones described in paragraph V.A.1. and V.A.3. immediately above, EPA may count:

(i) TMDLs that Florida establishes and EPA approves, and

(ii) TMDLs that EPA proposes.

b. In fulfilling its obligations under this Consent Decree, EPA is under no obligation to propose TMDLs for any WQLSs that are determined not to need TMDLs consistent with section 303(d) of the CWA, 33 U.S.C. § 1313(d), and its implementing regulations, including 40 C.F.R. § 130.7(b), as amended, or are removed from the Florida § 303(d) List or a future list consistent with the provisions of the Clean Water Act and EPA's implementing regulations.

c. EPA and the Plaintiffs understand that future Section 303(d) Lists may include waters that may warrant TMDL development prior to TMDL development for waters listed on Florida's 1998 Section 303(d) List. The parties agree that

Florida and/or EPA may substitute one or more such future listed waters for one or more waters of the same or lower priority ranking on the 1998 Section 303(d) List, and EPA may count such substitutions for purposes of compliance with this Consent Decree.

d. In order to address compliance with this paragraph V.A., EPA shall identify in its annual report described in paragraph V.B. below, among other things, the following:

- (i) the WQLSs for which EPA has proposed TMDLs in that year, if any;
- (ii) the WQLSs for which in that year EPA has approved TMDLs submitted by Florida; and
- (iii) any other WQLSs included on Florida's 1998 Section 303(d) List that are determined not to need TMDLs in that year pursuant to subparagraph (b), including a description of the basis for such determination.

6. To the extent EPA proposes TMDLs in Florida pursuant to this Consent Decree, and for purposes of EPA deciding which TMDLs to propose pursuant to this Consent Decree, EPA is not bound by any prior Florida TMDL selection decision or by TMDL work started but not completed by Florida. In selecting waters for TMDL establishment, EPA shall consider, among other factors, whether the water has a "high" priority on the State's then-applicable Section 303(d) List.

B. EPA REPORTING

1. On October 31st of each year, EPA shall submit to Plaintiffs and the Court a report detailing EPA's progress in meeting the commitments of this Consent Decree. The report shall include:

- a) Identification of TMDLs proposed or established during the reporting period; and
- b) Review of EPA's compliance with any other terms of this Consent Decree during the reporting period.

VI. SECURING COURT APPROVAL

Plaintiffs agree to join in and support such legal proceedings as necessary to secure the Court's approval and entry of this Consent Decree.

VII. EFFECTIVE DATE

This Consent Decree shall become effective upon the date of its entry by the Court. If for any reason the Court does not enter this Consent Decree, this Consent Decree shall not become effective.

VIII. TERMINATION OF CONSENT DECREE AND DISMISSAL OF CLAIMS

This Consent Decree shall terminate after fulfillment of all the obligations of EPA under this Consent Decree. When EPA's obligations under this Consent Decree have been completed, this case shall be dismissed with prejudice.

IX. FORCE MAJEURE

The parties recognize that the performance of this Consent Decree is subject to fiscal and procurement laws and regulations of the United States, which include but are not limited to the Anti-Deficiency Act, 31 U.S.C. §§ 1341, et seq. The possibility exists that circumstances outside the reasonable control of EPA could delay compliance with the timetables contained in this Consent Decree. Such situations include, but are not limited to, sufficient funds not being appropriated as requested, appropriated funds not being available for expenditure, Congressional action affecting EPA's commitments under this Consent Decree, or catastrophic environmental events requiring immediate and/or time-consuming response by EPA. Should a delay occur due to such circumstances, any resulting failure to meet the timetables set forth herein shall not constitute a failure to comply with the terms of this Consent Decree, and any deadlines occurring within one hundred twenty (120) days of the termination of the delay shall be extended one day for each day of the delay. EPA will provide Plaintiffs with notice as soon as is reasonably possible in the event that EPA invokes this term of the Consent Decree and will provide Plaintiffs with an explanation of EPA's basis for invoking this term. Plaintiffs may challenge the invocation of this term of the Consent Decree under the dispute resolution terms of this Consent Decree, and EPA shall bear the

burden of justifying its invocation of this term.

X. DISPUTE RESOLUTION

In the event of a disagreement between the parties concerning the interpretation of any aspect of this Consent Decree, the dissatisfied party shall provide the other party with written notice of the dispute and a request for negotiations. If the parties cannot reach an agreed resolution within thirty (30) days after receipt of the notice by the other party, then either party may petition the court to resolve the dispute.

XI. EXTENSIONS AND MODIFICATIONS

A. Any dates set forth in this Consent Decree may be extended by written agreement of the parties and notice to court. To the extent the parties are not able to agree to an extension, EPA may seek a modification of this Consent Decree in accordance with the procedures specified below.

1. If EPA files a motion requesting modification of a date or dates established by this Consent Decree totalling more than thirty (30) days and provides notice to the Plaintiffs at least thirty (30) days prior to filing such motion, and files the motion at least sixty (60) days prior to the date for which modification is sought, then the filing of such motion shall, upon request, automatically extend the date for which modification is sought. Such automatic extension shall remain in effect until the earlier to occur of (i) a

dispositive ruling by this Court on such motion, or (ii) the date sought in such motion. EPA may move the Court for a longer extension.

2. If EPA files a motion requesting modification of a date or dates established by this Consent Decree totalling thirty (30) days or less, provides notice to the Plaintiffs at least fifteen (15) days prior to the filing of such motion, and files the motion at least seven (7) days prior to the date for which modification is sought, then the filing of such motion shall, upon request, automatically extend the date for which modification is sought. Such extension shall remain in effect until the earlier to occur of (i) a dispositive ruling by this Court on such motion, or (ii) the date sought in the modification.

3. If EPA does not provide notice pursuant to Subparagraphs XI.A.1 or XI.A.2 above, EPA may move the Court for a stay of the date for which modification is sought. EPA shall give notice to the Plaintiffs as soon as reasonably possible of its intent to seek a modification and/or stay of the date sought to be modified.

4. If the Court denies a motion by EPA to modify a date established by this Consent Decree, then the date for performance for which modification had been requested shall be such date as the Court may specify.

5. Any motion to modify the schedule established

in this Consent Decree shall be accompanied by a motion for expedited consideration. The parties to this Decree shall join in any such motion for expedited consideration.

B. This Consent Decree may be modified by written agreement of the parties and approval of the Court. Nothing in this Consent Decree, or in the parties' agreement to its terms, shall be construed to limit the equitable powers of the Court to modify those terms upon a showing of good cause by any party. Good cause includes, but is not limited to, changes in the law, or the implementing regulations affecting EPA's actions under this Consent Decree.

XII. NOTICE

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

For the Plaintiffs:

DAVID G. GUEST, ESQ.
Earthjustice Legal Defense Fund
P.O. Box 1329
Tallahassee, FL 32302-1329

For the United States:

Associate General Counsel, Water Law Office
Office of General Counsel, 2355
U.S. Environmental Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

Director and Regional Counsel
Environmental Accountability Division
EPA Region IV
61 Forsyth Street, S.W.
Atlanta, Florida 30303

and

Chief
Environmental Defense Section
Environment & Natural Resources Division
United States Department of Justice
P.O. Box 23986
Washington, D.C. 20026-3986

Upon written notice to the other parties, any party may designate a successor contact person for any matter relating to this Consent Decree.

XIII. SCOPE OF JUDICIAL REVIEW

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

XIV. AGENCY DISCRETION

Except as expressly provided herein, or in any supplement to this Consent Decree, nothing in this Consent Decree shall be

construed to limit or modify the discretion accorded EPA by the Clean Water Act, 33 U.S.C. §§ 1251-1387, or by general principles of administrative law.

XV. REPRESENTATIVE AUTHORITY

Each undersigned representative of the parties to this Consent Decree certifies that he or she is fully authorized by the party to enter into and execute the terms and conditions of this Consent Decree, and to legally bind such party to this Consent Decree. By signature below, Plaintiffs and EPA consent to entry of this Consent Decree.

XVI. SEVERABILITY

The various terms, paragraphs, and sections contained herein shall be deemed separable and severable. If any provision of this Consent Decree is deemed invalid or unenforceable, the balance of the Consent Decree shall remain in full force and effect.

XVII. ENTIRE AGREEMENT

This Consent Decree and the Settlement Agreement are the entire agreement between Plaintiff and EPA in this case. All prior conversations, meetings, discussions, drafts and writings of any kind are specifically superseded by this Consent Decree and the Settlement Agreement.

XVIII. MUTUAL DRAFTING

It is hereby expressly understood and agreed that this Consent Decree was jointly drafted by Plaintiffs and EPA.

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 Decree.

XIX. COUNTERPARTS

This Consent Decree may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

XX. RELEASE BY PLAINTIFFS

Upon approval and entry of this Consent Decree by the Court, this Decree and the Settlement Agreement (filed separately for informational purposes only) shall constitute a complete and final settlement of all claims which were asserted, or could have been asserted, by Plaintiffs against the United States in the complaint filed in this case (Case Number 4: 98CV356-WS). Plaintiffs hereby release, discharge, and covenant not to assert (by way of the commencement of an action, the joinder of the Administrator and/or EPA 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 which it may have had, or may now or hereafter

have, against the United States based upon matters which were asserted, or could have been asserted, by Plaintiffs in the complaint filed in this case (Case Number 4: 98CV356-WS).

XXI. PLAINTIFFS' RESERVATION OF RIGHTS

This Consent Decree does not waive or limit in any way Plaintiffs' rights except as expressly provided in this Consent Decree. Nothing in this Consent Decree shall be construed to waive or limit Plaintiffs' right to challenge or file suit on (1) Florida's 2000 or subsequent Section 303(d) Lists, whether such Section 303(d) List is prepared by Florida or by EPA; (2) any TMDLs, whether such TMDLs are established by Florida or by EPA; or (3) the issuance, reissuance, modification, or revocation and reissuance of NPDES permits.

XXII. USE OF CONSENT DECREE

This Consent Decree shall not constitute an admission or evidence of any fact, wrongdoing, misconduct, or liability on the part of the United States, its officers, or any person affiliated with it.

XXIII. COMPLIANCE WITH OTHER LAWS

Nothing in this Consent Decree relieves EPA of the obligation to act in a manner consistent with applicable Federal, State or local law, including the notice and comment and other provisions of the Administrative Procedure Act, 5 U.S.C. §§ 551-599, 701-706, and applicable appropriations and law. No provision of this Consent Decree shall be interpreted

as or constitute a commitment or requirement that the United States is obligated to pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other provision of law.

XXIV. MODIFICATION TO REGULATIONS

As this Consent Decree is being negotiated, EPA is undertaking rulemaking to change the Agency's TMDL regulations. In the event of future regulatory changes that EPA determines will affect compliance with this Consent Decree, the parties will attempt to agree on appropriate changes to this Consent Decree. In such an event the parties agree to negotiate in good faith and not to withhold unreasonably consent to changes in this Consent Decree.

XXV. APPLICABLE LAW

This Consent Decree shall be governed and construed under the laws of the United States.

XXVI. THIRD-PARTY BENEFICIARIES

Nothing in this Consent Decree shall be construed to make any other person or entity not executing this Consent Decree a third-party beneficiary to this Consent Decree.

XXVII. COSTS

EPA agrees that Plaintiffs are entitled to reasonable attorneys' fees and costs accrued as of the Effective Date of this Consent Decree on the claims asserted in their Complaint. The parties will attempt to reach agreement as to the

appropriate amount of the recovery. Plaintiffs shall file any request for attorney's fees within sixty (60) of the Effective Date of this Consent Decree. EPA shall have forty-five (45) days to respond to Plaintiffs' fee request.

For the United States of America:

LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

Dated: 6/1/99 By: S. Randall Humm
S. RANDALL HUMM
Environmental Defense Section
Environment and Natural Resources
Division
P.O. Box 23986
Washington, D.C. 20026

For Plaintiffs:

Dated:

6/30/99

By:

David G. Guest

DAVID G. GUEST, ESQ.
Earthjustice Legal Defense Fund
P.O. Box 1329
Tallahassee, FL 32302-1329

ORDER

UPON CONSIDERATION OF THE FOREGOING, the Court hereby finds that this Consent Decree is fair and reasonable, both procedurally and substantively, consistent with applicable law, in good faith, and in the public interest. THE FOREGOING Consent Decree is hereby APPROVED.

SIGNED AND ENTERED this _____ day of _____ 1999.

Hon. William H. Stafford, Jr.
Judge, U.S. District Court
Northern District of Florida

EXHIBIT A

TMDL Schedule
based on the Florida Department of Environmental Protection's 1998 303(d) List

Schedule Year	Year*	Basin	Priority	Basin Rotation Group	Projected TMDLs Developed	Minimum Incremental % of TMDLs developed	Total cumulative% of TMDLs developed
1	1999	Blackwater River	Low	Group 4 & 5	8	1	1
1	1999	Choctawhatchee River	High/Low	Group 3	6		
Special WQLSs**	1999	Lake Okeechobee	High	Group 1	6		
Total TMDLs for 1999					20		
Total TMDLs for 2000					0	0	1
Special WQLSs	2001	Myakka River	High/Low	Group 3	22	1	2
Total TMDLs for 2001					22		
4	2002	East Coast, Middle	High	Group 5	3		

*The TMDL listed is due to be submitted by Florida by December 31st of that year.

**Special WQLSs are included in this schedule for purposes of summing the total TMDLs developed per year. The special WQLSs schedule is provided in a separate table in the Consent Decree in Paragraph V.A.3. If EPA has not approved the State established TMDLs for the WQLSs on the Special WQLS Schedule in Paragraph V.A.3. by the dates in the Special WQLS Schedule, EPA will propose the TMDLs for that segment by the date identified in Paragraph V.A.3.

Schedule Year	Year	Basin	Priority	Basin Rotation Group	Projected TMDLs Developed	Minimum Incremental % of TMDLs developed	Total cumulative % of TMDLs developed
4	2002	Econfina-Fenholloway	High/Low	Group 1	22		
4	2002	Lake Okeechobee	High	Group 1	21		
4	2002	Ochlockonee River	High/Low	Group 1	6		
4	2002	Oklawaha River	High/Low	Group 1	115		
4	2002	St. Johns River, Lower	High	Group 2 & 3	62		
4	2002	St. Johns River, Upper	High	Group 2 & 3	6		
4	2002	St. Marks River	High	Group 1	27		
Special WQLSs	2002	Indian River, South	High	Group 5	7		
Special WQLSs	2002	Suwannee River, Upper (tributaries)	Low	Group 1	16		
Special WQLSs	2002	Taylor Creek	High/Low	Group 1	10		
Total TMDLs for 2002					295	14	16

Schedule Year	Year	Basin	Priority	Basin Rotation Group	Projected TMDLs Developed	Minimum Incremental % of TMDLs developed	Total cumulative % of TMDLs developed
5	2003	Apalachicola Bay	High	Group 2	4		
5	2003	Apalachicola River	High	Group 2	6		
5	2003	Chattahoochee River	High	Group 2	4		
5	2003	Chippola River	High	Group 2	6		
5	2003	East Coast, Middle	High	Group 5	7		
5	2003	Manatee River	High	Group 1 & 2	9		
5	2003	Oklawaha River	High	Group 1	8		
5	2003	Tampa Bay	High	Group 1 & 2	51		
Special WQLSs	2003	Alafia River	Low	Group 1 & 2	3		
Special WQLSs	2003	Hillsborough River	High	Group 1 & 2	51		
Total TMDLs for 2003					149	8	24

Schedule Year	Year	Basin	Priority	Basin Rotation Group	Projected TMDLs Developed	Minimum Incremental % of TMDLs developed	Total cumulative % of TMDLs developed
6	2004	Caloosahatchee River	High	Group 2 & 3	9	12	36
6	2004	Charlotte Harbor	High	Group 2 & 3	1		
6	2004	Choctawhatchee Bay	High	Group 3	3		
6	2004	Choctawhatchee River	High	Group 3	5		
6	2004	Peace River	High	Group 3	98		
6	2004	Sarasota Bay	High	Group 3	29		
6	2004	St. Andrews Bay	High	Group 3	5		
6	2004	St. Johns River, Lower	High	Group 2 & 3	68		
6	2004	St. Johns River, Upper	High	Group 2 & 3	30		
Total TMDLs for 2004					248	12	36
7	2005	Fish-eating Creek	High	Group 4	3		

Schedule Year	Year	Basin	Priority	Basin Rotation Group	Projected TMDLs Developed	Minimum Incremental % of TMDLs developed	Total cumulative % of TMDLs developed
Special WQLSs	2005	Kissimmee River	High	Group 4	24	5	41
7	2005	Nassau River	High	Group 4	13		
7	2005	St. Marys River	High	Group 4	1		
7	2005	Southeast Florida Coast	High	Group 4 & 5	56		
7	2005	Withlacoochee River, south	High	Group 4	5		
Total TMDLs for 2005					102	5	41
8	2006	Crystal River to St. Pete	High	Group 5	23		
8	2006	East Coast, Middle	High	Group 5	16		
8	2006	East Coast, Upper	High	Group 5	7		
8	2006	Indian River, South	High	Group 5	13		
8	2006	Pensacola Bay	High	Group 4 & 5	24		

Schedule Year	Year	Basin	Priority	Basin Rotation Group	Projected TMDLs Developed	Minimum Incremental % of TMDLs developed	Total cumulative % of TMDLs developed
8	2006	Perdido Bay	High	Group 4 & 5	7		
8	2006	Southeast Florida Coast	High	Group 4 & 5	16		
Total TMDLs for 2006					106	5	46
9	2007	Everglades-West Coast	Low	Group 1	27		
9	2007	Ochlockonee River	Low	Group 1	25		
9	2007	St. Marks River	Low	Group 1	8		
9	2007	Santa Fe River	Low	Group 1	23		
Special WQLSs	2007	Suwannee River, Lower (tributary)	Low	Group 1	2		
9	2007	Taylor Creek	Low	Group 1	4		
9	2007	Waccasassa River	Low	Group 1	2		
9	2007	Withlacoochee River, North	Low	Group 1	6		

Schedule Year	Year	Basin	Priority	Basin Rotation Group	Projected TMDLs Developed	Minimum Incremental % of TMDLs developed	Total cumulative % of TMDLs developed
Total TMDLs for 2007					97	5	51
10	2008	Alafia River	Low	Group 1 & 2	22		
10	2008	Apalachicola River	Low	Group 2	19		
10	2008	Chlpolo River	Low	Group 2	2		
10	2008	Hillsborough River	Low	Group 1 & 2	23		
10	2008	Little Manatee River	Low	Group 1 & 2	6		
10	2008	Manatee River	Low	Group 1 & 2	17		
10	2008	New River	Low	Group 2	4		
10	2008	Peace River	Low	Group 3	38		
10	2008	Sarasota Bay	Low	Group 3	11		
10	2008	St. Andrews Bay	Low	Group 3	21		

Schedule Year	Year	Basin	Priority	Basin Rotation Group	Projected TMDLs Developed	Minimum Incremental % of TMDLs developed	Total cumulative % of TMDLs developed
10	2008	SL Johns River, Lower	Low	Group 2 & 3	96	21	72
10	2008	St. Johns River, Upper	Low	Group 2 & 3	95		
10	2008	Tampa Bay	Low	Group 1 & 2	65		
Total TMDLs for 2008					419		
11	2009	Caloosahatchee River	Low	Group 2 & 3	9	2	74
11	2009	Charlotte Harbor	Low	Group 2 & 3	3		
11	2009	Choctawhatchee Bay	Low	Group 3	10		
11	2009	Choctawhatchee River	Low	Group 3	17		
Total TMDLs for 2009					39		
12	2010	Fish-ealing Creek	Low	Group 4	3		
12	2010	Kissimmee River	Low	Group 4	27		

Schedule Year	Year	Basin	Priority	Basin Rotation Group	Projected TMDLs Developed	Minimum Incremental % of TMDLs developed	Total cumulative % of TMDLs developed
12	2010	Nassau River	Low	Group 4	4	8	82
12	2010	St. Marys River	Low	Group 4	14		
12	2010	Southeast Florida Coast	Low	Group 4	97		
12	2010	Withlacoochee River, South	Low	Group 4	10		
Total TMDLs for 2010					155		
13	2011	Blackwater River	Low	Group 4 & 5	9		
13	2011	Crystal River to St. Pete	Low	Group 5	32		
13	2011	East Coast, Middle	Low	Group 5	17		
13	2011	East Coast, Upper	Low	Group 5	37		
13	2011	Escambia River	Low	Group 4 & 5	21		
13	2011	Florida Keys	Low	Group 5	1		

Schedule Year	Year	Basin	Priority	Basin Rotation Group	Projected TMDLs Developed	Minimum Incremental % of TMDLs developed	Total cumulative % of TMDLs developed
13	2011	Pensacola Bay	Low	Group 4 & 5	26		
13	2011	Perdido Bay	Low	Group 4 & 5	8		
13	2011	Perdido River	Low	Group 4 & 5	12		
13	2011	Southeast Florida Coast	Low	Group 4 & 5	54		
13	2011	Yellow River	Low	Group 4 & 5	9		
13	2011	All water segments listed for mercury			103 Mercury TMDLs	18	100
Total TMDLs for 2011					329		
TOTAL TMDLS					1981		