

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

FLINT RIVERKEEPER, INC., et al.,

Plaintiffs,

v.

SOUTHERN MILLS, INC., d/b/a
TENCATE PROTECTIVE FABRICS,

Defendant.

CIVIL ACTION NO. 5:16-CV-00435

CONSENT DECREE

WHEREAS, Plaintiffs Jere Michael Cox, Shelby Cox Moore, Granville Cliff Moore, Sean P. Draime, and Flint Riverkeeper, Inc. (“Plaintiffs”) filed a citizen suit on September 30, 2016 in the United States District Court for the Middle District of Georgia alleging violations of the Clean Water Act (“CWA”), 33 U.S.C. § 1251 *et seq.* and various state law claims against Southern Mills Inc. d/b/a TenCate Protective Fabrics (“Southern Mills” or “Defendant”) related to Southern Mills’ operation of a Land Application System (“LAS”) at its Molena Georgia textile dyeing and finishing plant (“Molena Plant”);

WHEREAS, on November 27, 2017, Plaintiffs amended their Complaint by alleging past and ongoing violations of Sections 301 and 402 of the CWA related to the LAS, as well as additional state law claims;

WHEREAS Southern Mills has a wastewater treatment system that consists of a settling pond/emergency backup pond and a four-stage lagoon/pond system. This four-stage lagoon/pond system consists of two aerated treatment ponds in series, and two aerated holding lagoons/ponds. From the lagoons, the effluent is routed via an operator-controlled computerized system to one of

eight spray zones where it is then land applied to selected sprayfields via an underground distribution system to rotating spray heads;

WHEREAS, Georgia EPD issued Southern Mills a LAS Permit (Permit No. GAJ010578). Southern Mills' Land Application System Permit was last renewed on September 24, 2014 and provides certain requirements;

WHEREAS, Southern Mills filed for, and Georgia EPD accepted, coverage under the Authorization to Discharge Under the National Pollutant Discharge Elimination System Storm Water Discharges Associated with Industrial Activity (General Permit No. GAR050000) related to the LAS, and Plaintiffs contest that General Permit No. GAR050000 provides coverage for the discharges alleged in the Amended Complaint;

WHEREAS, since Plaintiffs' Amended Complaint, Southern Mills has constructed and began operation of a gypsum injection system designed to enhance the sprayfields' infiltration rates and has implemented certain practices intended to address off-site wet and dry weather discharges;

WHEREAS, Southern Mills denies Plaintiffs' claims and denies liability for the alleged violations and by entering this Consent Decree, Southern Mills does not waive or limit any defense, on any grounds, related to any action which might be taken by any governmental entity or any citizen;

WHEREAS, in October 2017, the Parties filed a joint motion to stay this action (which the Court granted on October 12, 2017) so that the Parties could try to negotiate a mutually agreeable resolution;

WHEREAS, following a year of technical study and discussions between the Parties, and two mediation sessions in April 2018 and August 2018, the Parties have agreed to the entry of this Consent Decree to resolve this action;

WHEREAS, by agreeing to entry of this Consent Decree, Southern Mills makes no admission of law or fact with respect to the allegations in the Complaint and denies violation of any law or regulation identified therein. Solely for the purposes of avoiding further litigation between the parties, however, Southern Mills agrees to the requirements of this Consent Decree;

WHEREAS, Plaintiffs and Southern Mills recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid further litigation among the Parties and that this Consent Decree is fair, reasonable, and in the public interest; and

WHEREAS, the Parties have given notice of the proposed entry of this Consent Decree to the Attorney General of the United States of America and the Administrator and Regional Administrator of the United States Environmental Protection Agency more than 45 days prior to entry of this Consent Decree, as required by 33 U.S.C. § 1365(c)(3);

NOW, THEREFORE, with the consent of the Parties, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

I. JURISDICTION AND VENUE

For purposes and enforcement of this Consent Decree only, the Parties to this Consent Decree agree that this Court shall have continuing jurisdiction over this matter, the Parties to the Consent Decree, any disputes arising out of this Consent Decree, and any alleged violations of this Consent Decree, until dissolution of this Consent Decree under Section (XII).

II. TERMS OF AGREEMENT

The terms of the Consent Decree have been divided into subsections as outlined below:

A. Effluent and LAS Permit Parameters

Beginning on October 31, 2023, Southern Mills will be subject to and comply with the following effluent limitations during the term of the Consent Decree (“Effluent Limitations”):

- i. Chemical Oxygen Demand (“COD”). Concentration-based discharge limitations of 575 milligrams per liter (daily maximum) and 399 milligrams per liter (monthly average).
- ii. Total Suspended Solids (“TSS”). Concentration-based discharge limitations of 100 milligrams per liter (daily maximum) and 100 milligrams per liter (monthly average).

Additionally, Southern Mills will apply for these Effluent Limitations to be included in Southern Mills’ LAS Permit two permit renewal periods from now (that is, the LAS Permit currently due to be reissued in 2024) (“2024 LAS Permit”).

Compliance with these Effluent Limitations will be measured after discharge from the final lagoon to the LAS sprayfields but before Southern Mills’ gypsum injection system.

B. Technical Improvements Related to Southern Mills’ LAS

Southern Mills agrees to perform the following technical improvements (“Technical Improvements”). Technical Improvement items iii, iv, and v below will be incorporated into the design development documents submitted and associated with the next renewal of the LAS Permit (that is the LAS Permit currently due to be reissued in 2019) (“2019 LAS Permit”), subject to approval by the Georgia Environmental Protection Division and modification as needed to meet

the Effluent Limitations described in Section (II)(A). Further, Southern Mills will request that EPD include items i, ii, and vi below as enforceable requirements of the 2019 LAS Permit:

- i. Southern Mills will install a sampling point for measuring the Effluent Limitations after discharge from the final lagoon/pond to the LAS sprayfields (and not within the final lagoon) but before the gypsum injection system.
- ii. Upon issuance of the 2019 LAS Permit (and to be included in the application for the 2019 LAS Permit), Southern Mills will conduct bi-monthly sampling of COD and TSS from the sampling point installed pursuant to Section (II)(B)(i) and report the results of this bi-monthly sampling to EPD during the term of the Consent Decree.
- iii. Rehabilitate the five existing ponds/lagoons;
- iv. Construct an additional pond/lagoon;
- v. Complete an effluent improvement project as necessary to meet the Effluent Limitations described in Section (II)(A) by October 31, 2023; and
- vi. Dispose of any waste generated as part of these changes, including future waste generated from any effluent improvement project, at a permitted Subtitle D landfill facility;
- vii. The Parties acknowledge that these Technical Improvements are not specifically designed to control odors or smells but may have the ancillary benefit of controlling odors or smells and priority metals.

Upon entry of the Consent Decree and until dissolution of the Consent Decree, Southern Mills will implement the following field management measures previously agreed upon by Plaintiffs' consultant Phil Freshley and Southern Mills' consultant David Huff:

- i. The use of a subsoiler tillage tool on the sprayfields;
- ii. The addition of elemental sulfur (or other pH lowering soil amendment) to adjust the soil pH to a target range of 6.5 to 7.5; and
- iii. Expansion of the parameter list analyzed as part of annual soil monitoring (using Mehlich 1) to include standard micronutrients (“S2 parameters” at UGA’s Soil, Plant, and Water Lab), and forage grass testing (“P1 parameters” at UGA’s Soil, Plant, and Water Lab), to assess for nutrient deficiencies.

Upon entry of the Consent Decree, Southern Mills will continue conducting annual infiltration testing on Southern Mills’ LAS sprayfields through October 31, 2023 (an infiltration test will be conducted in 2023) and provide the results of such testing to Plaintiffs.

Plaintiffs and Southern Mills agree, however, that none of the promises or obligations agreed to by Plaintiffs or Southern Mills in this Consent Decree (including the Effluent Limitations and Technical Improvements) will be contingent upon EPD’s adoption of any or all of the above effluent limitations in the LAS Permit issued to Southern Mills as part of the reissuance of the 2024 LAS Permit.

C. Effluent Sampling and Infiltration Testing.

- i. From November 1, 2023 until issuance of the 2024 LAS Permit, or dissolution of the Consent Decree, whichever occurs first, Flint Riverkeeper, Inc. may elect to collect split samples of effluent at the new representative sampling point for COD and TSS once per month with three (3) business days advance notice to Southern Mills via e-mail to the Plant Manager, or his successor. Southern Mills agrees to reimburse Flint Riverkeeper, Inc. up to \$1,000 of actual expenses for each sampling

event incurred by Flint Riverkeeper, Inc. for split samples collected pursuant to this provision.

- ii. The Parties agree that Southern Mills' LAS expert David Huff and Plaintiffs' LAS expert Phil Freshley have, through joint infiltration testing of the sprayfields in December 2017, reached an agreement on the baseline infiltration rate of the sprayfields. The Parties agree that David Huff and Phil Freshley will jointly perform additional infiltration testing annually through October 31, 2023 (as set forth in Section (II)(B)(v)). As measured after the infiltration testing conducted in 2023, in the event that the infiltration testing shows 25% or more improvement from the agreed upon December 2017 baseline, no additional sampling activities related to infiltration or stormwater may be performed by Flint Riverkeeper, Inc. on Southern Mills' property. In the event that infiltration testing shows less than 25% improvement from the agreed upon December 2017 baseline, then Flint Riverkeeper, Inc. may conduct annual sampling of stormwater, only for COD and only for informational purposes, at three sampling locations on Southern Mills' property agreed to by David Huff and Phil Freshley. Plaintiffs may conduct this sampling only one (1) time per year until dissolution of the Consent Decree.
- iii. Any sampling and testing data collected pursuant to this Section (II)(C) cannot be used by Plaintiffs to challenge any permit application to the Georgia EPD made by Southern Mills from entry of this Consent Decree until October 31, 2024.

D. Meet and Confer.

- i. Flint Riverkeeper, Inc. may elect to hold semiannual meetings with TenCate beginning in the first quarter of 2019 to discuss the Parties' progress toward

compliance with, and any sampling and/or testing data collected under, the Consent Decree and Settlement Agreement.

- ii. Such meetings shall take place at a mutually agreeable time and location. The Parties' consultants may attend these meetings. The Parties' Counsel, however, shall not be present at any meetings held under this provision.

E. Monetary Payments, Monitoring Costs, and Civil Penalty.

- i. The Parties have reached an independent Settlement Agreement regarding monetary relief in connection with this matter.
- ii. Upon entry of the Consent Decree and execution of the Settlement Agreement by all Parties, Southern Mills agrees to pay Plaintiff Flint Riverkeeper, Inc. \$170,000 in four (4) equal annual installments of \$42,500 (with the first payment to be made within thirty (30) days of the filing of the Consent Decree, and thereafter by December 31 of each year through 2021). These funds shall be used for water quality monitoring/sampling, and if such sampling is performed on Southern Mills' property, such sampling shall occur only at sampling locations identified as part of Southern Mills' LAS Permit on Spring Creek, and at a frequency of no more than six (6) times per year, or at locations not on Southern Mills' property. For sampling points that are located on Southern Mills' property, Southern Mills shall allow reasonable access to those sampling locations provided Flint Riverkeeper, Inc. provides three (3) business days of notice to Southern Mills via e-mail to the Plant Manager, or his successor. Analysis of any samples taken on Southern Mills' property must be conducted by EPA methodology and performed by a certified lab, and be limited to the following parameters: COD, TSS, total organic carbon

(“TOC”), priority pollutant metals, antimony, toxicity, temperature, pH, conductivity, and dissolved oxygen.

- iii. Upon entry of this Consent Decree and execution of the Settlement Agreement by all Parties, Southern Mills agrees to make payment to the U.S. Department of Treasury or other federal entity designated to accept such funds the sum of FIVE-THOUSAND DOLLARS (\$5,000).
- iv. Southern Mills agrees to pay Plaintiffs for their attorneys’ fees and expenses of litigation attributable to Plaintiffs’ CWA claims according to the terms and conditions of the independent Settlement Agreement between the Parties.

F. Supplemental Environmental Project.

- i. Within thirty (30) days of filing the Joint Motion for Entry of the Consent Decree, Southern Mills agrees to deliver to Plaintiffs’ counsel payment of EIGHTY THOUSAND DOLLARS (\$80,000.00) made payable to “Stack & Associates P.C. IOLTA Trust Account” in one lump sum payment marked restricted funds for “American Rivers, Inc. Supplemental Environmental Project.”
- ii. Stack & Associates, P.C. shall disburse these funds to American Rivers, Inc. and mark such funds as restricted funds for a Supplemental Environmental Project as set forth in the SEP Form and Acknowledgement Letter from American Rivers, Inc. which are attached hereto as **Exhibit “A.”**
- iii. Stack & Associates shall not disburse any such funds to American Rivers, Inc. until the entry of this Consent Decree by the Court and execution of the Settlement Agreement. Attached as **Exhibit “A”** hereto is an Acknowledgement Letter and Form from American Rivers accepting such funds for the purposes stated therein.

III. CONFIDENTIALITY

The nature and terms of this Consent Decree are not confidential. All other agreements between the parties are confidential, except to the extent required by law.

IV. DISMISSAL OF CLAIMS

- i. Upon entry of this Consent Decree, all claims that were asserted in this matter against Southern Mills by Plaintiffs Jere Michael Cox, Shelby Cox Moore, Granville Cliff Moore, and Sean P. Draime are hereby dismissed with prejudice, although the Court will retain full authority and jurisdiction to administer and enforce this Consent Decree.
- ii. Upon entry of this Consent Decree, all claims that were asserted in this matter against Southern Mills by Flint Riverkeeper, Inc. are hereby dismissed with prejudice subject to the terms of the covenant not to sue in Section (IX).
- iii. Upon entry of this Consent Decree, all claims that were asserted in this matter against Plaintiffs by Southern Mills are hereby dismissed with prejudice.

V. DISPUTE RESOLUTION

In the event of a disagreement between the Parties concerning 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 30 days after the receipt of the notice by the other Party, the Parties agree to mediate the dispute in good faith no later than 60 days after the receipt of the notice. A Party may petition this Court to resolve the dispute only where a mediation was conducted and was unsuccessful.

VI. 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 and unenforceable, the balance of the Consent Decree shall remain in full force and effect.

VII. ENTIRE AGREEMENT

The Parties have reached an independent Settlement Agreement related to monetary relief in this matter; however, this independent Settlement Agreement is not incorporated into this Consent Decree. This Consent Decree, along with the independent Settlement Agreement reached between the Parties, constitutes the entire agreement between Plaintiffs and Southern Mills in this case.

VIII. MUTUAL DRAFTING

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

IX. RELEASE BY PRIVATE PARTY PLAINTIFFS

Plaintiffs Jere Michael Cox, Shelby Cox Moore, Granville Cliff Moore, Sean P. Draime, along with Plaintiff Sean P. Draime's wife Mrs. Leticia Draime ("Private Party Plaintiffs") hereby completely waive, release, forever discharge and covenant not to sue Southern Mills, its current, future, and former, affiliated entities, its counsel, agents, officers, and employees ("Southern Mills"), from any and all liability, claims, demands, rights, and causes of action for damages and equitable relief, whether based on statutory, tort, contract or other theory of recovery, which Private Party Plaintiffs now have, or which may hereafter accrue or otherwise be acquired, on

account of, or may in any way grow out of the facts giving rise to Private Party Plaintiffs' Amended Notice Letter and Amended Complaint related to the above-mentioned action, including, without limitation, any and all known or unknown claims for injuries which have resulted or may result from the alleged act or omissions of Southern Mills. This release specifically includes a release from any and all liability, claims, demands, rights, and causes of action for damages or equitable relief that have occurred or may occur in the future as a result of the design, construction, operation, and/or maintenance of the Land Application System (including, but not limited to the application, spraying, distribution, runoff, channelization, migration, transport, and/or percolation of land-applied wastewater and stormwater), component parts of the Land Application System (including, but not limited to, ponds, aeration devices, gypsum or other chemical enhancements to the system, piping, spray devices, or other mechanical components, constructed wetlands, filtration systems, or clarifiers), and odor or smell causing agents, chemicals, or processes, emanating from or caused by the Southern Mills Finishing Plant.

This release on the part of Private Party Plaintiffs and Mrs. Draime shall be a fully binding and complete settlement among the Private Party Plaintiffs and Southern Mills. Private Party Plaintiffs and Mrs. Draime agree that the release and discharge set forth above is a general release. Private Party Plaintiffs and Mrs. Draime expressly waive and assume the risk of any and all claims for damages or equitable relief which exist, but of which Private Party Plaintiffs and Mrs. Draime do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise. Private Party Plaintiffs and Mrs. Draime assume the risk that the facts or law may be other than they believe. It is understood and agreed to by Private Party Plaintiffs and Mrs. Draime that this settlement is a compromise of a disputed claim, and that payments made or actions taken

by Southern Mills is not an admission of liability on the part of Southern Mills, by who liability is expressly denied.

The Private Party Plaintiffs and Mrs. Draime expressly reserve the right to file a motion or action for enforcement of this Consent Decree or an action for breach of contract or to enforce the terms of the independent Settlement Agreement between the Parties.

X. COVENANT NOT TO SUE

Plaintiff Flint Riverkeeper Inc. (“Flint Riverkeeper”) hereby waives, releases, discharges and covenants not to sue Defendant for any claims arising on account of, or may in any way grow out of the facts giving rise to Flint Riverkeeper Plaintiff’s Amended Notice Letter and Amended Complaint related to the above-mentioned action, including, without limitation, any and all known or unknown claims which have resulted or may result from the alleged act or omissions of the Defendant, or pursue action against Defendant under the Federal Water Pollution Control Act (“Clean Water Act”), until October 31, 2024.

Flint Riverkeeper, Inc. expressly reserves the right to file a motion or action for enforcement of this Consent Decree or an action for breach of contract or to enforce the terms of the independent Settlement Agreement between the Parties.

XI. STIPULATED PENALTIES

Beginning on April 30, 2024, and continuing through the dissolution of this Consent Decree, Southern Mills shall pay a stipulated penalty of \$5,000 (payable to the U.S. Treasury) for an exceedance of a monthly average Effluent Limitations set forth in Section (II). Penalties under this Section (XI) shall not exceed \$5,000.00 per month.

XII. DISSOLUTION

Southern Mills can apply to the Court for dissolution of this Consent Decree after Southern Mills has complied with all the Effluent Limitations of Section (II)(A) for twelve consecutive months.

XIII. RESERVATION OF RIGHTS

This Consent Decree does not waive or limit in any way Plaintiffs' or Southern Mills' rights except as expressly provided in this Consent Decree.

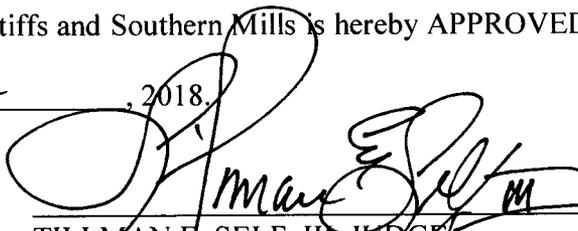
XIV. COMPLIANCE WITH OTHER LAWS

Nothing in this Consent Decree relieves Plaintiffs or Southern Mills from obligations to act in a manner consistent with applicable Federal, State, and local law.

XV. APPLICABLE LAWS

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

THE FOREGOING Consent Decree among Plaintiffs and Southern Mills is hereby APPROVED and ENTERED, this 20 day of November, 2018.


TILLMAN E. SELF, III, JUDGE
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF GEORGIA

PREPARED AND CONSENTED TO BY:

s/ Tyler J. Sniff

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Counsel for Plaintiff Flint Riverkeeper, Inc.

Exhibit A



American Rivers
Rivers Connect Us[®]

September 28, 2018

To Whom It May Concern:

American Rivers has reviewed the draft consent decree in the matter of *Flint Riverkeeper, Inc., et al. v. Southern Mills, Inc.*, No. 5:16-CV-00435, and will review the final consent decree once entered by the Court. American Rivers has agreed to accept \$80,000 from Defendant Southern Mills, Inc. d/b/a TenCate Protective Fabrics as part of the settlement in the above-referenced matter, and will use such funds to protect and restore flows in the Flint River, as described in the project summary below. American Rivers will not use any money it receives under the consent decree for political lobbying activities.

Sincerely,

A handwritten signature in black ink, appearing to read "K. May".

Kristin May
Chief Financial Officer
American Rivers

Project Title: Protecting and Restoring Flows in Georgia's Flint River

Applicant Organization: American Rivers, Inc.

Mission Statement: The mission of American Rivers is to protect healthy rivers, restore damaged rivers and conserve clean water for people and nature.

Contact and Title: Ben Emanuel, Director, Clean Water Supply

Mailing Address: 108 East Ponce de Leon Ave., Suite 212
Decatur, GA 30030

Phone Number: 404-373-3980

E-mail: bemanuel@americanrivers.org

Website: <https://www.americanrivers.org>

Amount Requested: \$80,000

501(c)(3) Status: American Rivers is a tax-exempt public charity under section 501(c)(3) of the internal revenue code.

Project Summary: American Rivers identified the Flint River as one of America's Most Endangered Rivers® in 2013 because of severe low flows, which are the result of urbanization of the river's headwaters, water demand from communities in the upper Flint River basin, intensive agricultural water use in the lower basin, and frequent and prolonged drought. Ever since, American Rivers has been working to protect existing flows and to restore healthy flows in the Flint River by creating the Upper Flint River Working Group and collaborating with municipal water utilities and numerous other stakeholders, including conservation organizations, water users, and local governments. To date, most of this work has focused on the upper Flint River, but it has not been limited to the upper Flint.

Among other things, American Rivers has raised awareness of low flows in the Flint River and produced a formal report on flow degradation; supported the Clayton County Water Authority's work to return a minimum of 2 million gallons of water per day back to the Flint beginning in 2019; worked

with the Fayette County Water System to reform water release practices from Lakes Kedron and Peachtree to support flows in important tributaries to the Flint; provided technical resources and planning support to Hartsfield-Jackson Atlanta International Airport for pilot green stormwater infrastructure projects; and collaborated on a land-use mapping project and conservation tool in the region. In 2017, American Rivers and its partners launched “Finding the Flint,” an initiative to support healthy flows in the Flint River and to use green infrastructure to begin restoring the river’s headwaters at and around Atlanta’s airport.

American Rivers will use the funds to sustain and continue its collaborative, stakeholder-based work in the upper Flint River basin. Funds will be used for purposes such as: convening meetings with stakeholders, partnering with water utilities and others to improve flows to the river and implement water conservation projects, raising public awareness of flow-restoration and water conservation projects (including aspects of the “Finding the Flint” initiative) and helping fund those projects, assisting Atlanta’s airport and its neighboring municipalities with green infrastructure implementation, expanding community engagement and citizen science efforts in the Flint River headwaters, and coordinating scientific research efforts in hydrology, ecology and fisheries aimed at informing drought-resilient water management in the basin.

- Project Location:** Within the Flint River basin, with a focus on the upper Flint and its tributaries in the Piedmont physiographic province.
- Project Plan:** As described in the Project Summary, American Rivers will use the funds to restore and improve flows to the Flint River through a variety of collaborative partnerships in the basin.
- Project Budget:** \$80,000. The budget will allow American Rivers to convene stakeholders and researchers for in-person meetings, to engage community members in watershed restoration efforts, to contract with outside experts to assess certain flow-restoration project concepts, and otherwise to advance conservation efforts in the Flint River basin.