

Round 3: Application Form

Local Government Innovation Fund

Step One: Fill out this Application Form in its entirety.

Step Two: Fill out the online submission form and submit your application materials. All supplemental application materials should be combined into one file for submission.

LGIF: Applicant Profile

Lead Applicant	
Project Name	
Type of Request	
Funding Request	
JobsOhio Region	
Number of Collaborative Partners	

Office of Redevelopment

Website: <http://development.ohio.gov/Urban/LGIF.htm>

Email: LGIF@development.ohio.gov

Phone: 614 | 995 2292

Lead Applicant		Round 3	
Project Name		Type of Request	

Lead Applicant				
Mailing Address:	Address Line 1			
	Address Line 2			
	City	State	Zip Code	
City, Township or Village			Population (2010)	
County			Population (2010)	
Did the lead applicant provide a resolution of support?		Yes (Attached)	No (In Process)	

Project Contact				
Complete the section below with information for the individual to be contacted on matters involving this application.				
	Project Contact		Title	
Mailing Address:	Address Line 1			
	Address Line 2			
	City	State	Zip Code	
Email Address			Phone Number	

Fiscal Officer				
Complete the section below with information for the entity and individual serving as the fiscal agent for the project.				
	Fiscal Officer		Title	
Mailing Address:	Address Line 1			
	Address Line 2			
	City	State	Zip Code	
Email Address			Phone Number	
Is your organization registered in OAKS as a vendor?		Yes	No	

Section 1
Contacts

Lead Applicant		Round 3	
Project Name		Type of	

Single Applicant		
Is your organization applying as a single entity?	Yes	No
Participating Entity: (1 point) for single applicants		

Collaborative Partners		
Does the proposal involve other entities acting as collaborative partners?	Yes	No
<p>Applicants applying with a collaborative partner are required to show proof of the partnership with a partnership agreement signed by each partner and resolutions of support from the governing entities. If the collaborative partner does not have a governing entity, a letter of support from the partnering organization is sufficient. Include these documents in the supporting documents section of the application.</p> <p>In the section below, applicants are required to identify population information and the nature of the partnership.</p> <p>Each collaborative partner should also be clearly and separately identified on pages 4-5.</p>		
Number of Collaborative Partners who signed the partnership agreement, and provided resolutions of support.		
Participating Entity: (5 points) allocated to projects with collaborative partners.		

Population		
The applicant is required to provide information from the 2010 U.S. Census information, available at: http://factfinder2.census.gov/		
Does the applicant (or collaborative partner) represent a city, township or village with a population of less than 20,000 residents?	Yes	No
	List Entity	
	Municipality/Township	Population
Does the applicant (or collaborative partner) represent a county with a population of less than 235,000 residents?	Yes	No
	List Entity	
	County	Population
Population: (3-5 points) determined by the smallest population listed in the application. Applications from (or collaborating with) small communities are preferred.		

Section 2 Collaborative Partners

Lead Applicant		Round 3	
Project Name		Type of Request	

Nature of Partnership (2000 character limit)

As agreed upon in the partnership agreement, please identify the nature of the partnership, and explain how the main applicant and the partners will work together on the proposed project.

Section 2 Collaborative Partners

List of Partners

The applicant applying with collaborative partners (defined in §1.03 of the LGIF Policies) must include the following information for each applicant:

- Name of collaborative partners
- Contact Information
- Population data (derived from the 2010 U.S. Census)

If the project involves more than 12 collaborative partners, additional forms are available on the LGIF website.

Lead Applicant		Round 3		
Project Name		Type of Request		

Collaborative Partners					
Number 1					
Address Line 1		Population			
Address Line 2		Municipality /Township		Population	
City	State	Zip Code	County	Population	
Email Address		Phone Number			
Resolution of Support		Signed Agreement		<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Collaborative Partners					
Number 2					
Address Line 1		Population			
Address Line 2		Municipality /Township		Population	
City	State	Zip Code	County	Population	
Email Address		Phone Number			
Resolution of Support		Signed Agreement		<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Collaborative Partners					
Number 3					
Address Line 1		Population			
Address Line 2		Municipality /Township		Population	
City	State	Zip Code	County	Population	
Email Address		Phone Number			
Resolution of Support		Signed Agreement		<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Collaborative Partners					
Number 4					
Address Line 1		Population			
Address Line 2		Municipality /Township		Population	
City	State	Zip Code	County	Population	
Email Address		Phone Number			
Resolution of Support		Signed Agreement		<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Section 2 Collaborative Partners

Lead Applicant		Round 3		
Project Name		Type of Request		

Collaborative Partners					
Number 5					
Address Line 1		Population			
Address Line 2		Municipality /Township		Population	
City	State	Zip Code	County	Population	
Email Address		Phone Number			
Resolution of Support		Signed Agreement		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Collaborative Partners					
Number 6					
Address Line 1		Population			
Address Line 2		Municipality /Township		Population	
City	State	Zip Code	County	Population	
Email Address		Phone Number			
Resolution of Support		Signed Agreement		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Collaborative Partners					
Number 7					
Address Line 1		Population			
Address Line 2		Municipality /Township		Population	
City	State	Zip Code	County	Population	
Email Address		Phone Number			
Resolution of Support		Signed Agreement		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Collaborative Partners					
Number 8					
Address Line 1		Population			
Address Line 2		Municipality /Township		Population	
City	State	Zip Code	County	Population	
Email Address		Phone Number			
Resolution of Support		Signed Agreement		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Section 2 Collaborative Partners

Lead Applicant		Round 3		
Project Name		Type of Request		

Collaborative Partners					
Number 9					
Address Line 1		Population			
Address Line 2		Municipality /Township		Population	
City	State	Zip Code	County	Population	
Email Address		Phone Number			
Resolution of Support		Signed Agreement		<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Collaborative Partners					
Number 10					
Address Line 1		Population			
Address Line 2		Municipality /Township		Population	
City	State	Zip Code	County	Population	
Email Address		Phone Number			
Resolution of Support		Signed Agreement		<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Collaborative Partners					
Number 11					
Address Line 1		Population			
Address Line 2		Municipality /Township		Population	
City	State	Zip Code	County	Population	
Email Address		Phone Number			
Resolution of Support		Signed Agreement		<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Collaborative Partners					
Number 12					
Address Line 1		Population			
Address Line 2		Municipality /Township		Population	
City	State	Zip Code	County	Population	
Email Address		Phone Number			
Resolution of Support		Signed Agreement		<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Section 2 Collaborative Partners

Lead Applicant		Round 3	
Project Name		Type of Request	

Identification of the Type of Award	
Targeted Approach	

Project Description (4000 character limit)

Please provide a general description of the project. The information provided will be used for council briefings, program, and marketing materials.

Section 3
Project Information

Lead Applicant		Round 3	
Project Name		Type of Request	

Past Success	Yes	No
Past Success (5 points)		
Provide a summary of past efforts to implement a project to improve efficiency, implement shared services, coproduction, or a merger. (1000 character limit)		

Scalable/Replicable Proposal	Scalable	Replicable	Both
Scalable/Replicable (10 points)			
Provide a summary of how the applicant's proposal can be replicated by other local governments or scaled for the inclusion of other local governments. (1000 character limit)			

Section 3
Project Information

Probability of Success	Yes	No
Probability of Success (5 points)		
Provide a summary of the likelihood of the grant study recommendations being implemented. Applicants requesting a loan should provide a summary of the probability of savings from the loan request. (1000 character limit)		

Lead Applicant		Round 3	
Project Name		Type of Request	

Performance Audit Implementation/Cost Benchmarking	Yes	No
Performance Audit/Benchmarking (5 points)		
If the project is the result of recommendations from a performance audit provided by the Auditor of State under Chapter 117 of the Ohio Revised Code or a cost benchmarking study, please attach a copy with the supporting documents. In the section below, provide a summary of the performance audit or cost benchmarking study. (1000 character limit)		

Economic Impact	Yes	No
Economic Impact (5 points)		
Provide a summary of how the proposal will promote a business environment (through a private business relationship) and/or provide for community attraction. (1000 character limit)		

Section 3
Project Information

Response to Economic Demand	Yes	No
Response to Economic Demand (5 points)		
Provide a summary of how the project responds to substantial changes in economic demand for local or regional government services. The narrative should include a description of the current service level. (1000 character limit)		

Budget Information

General Instructions

- Both the Project Budget and Program Budgets are required to be filled out in this form.
- Consolidate budget information to fit in the form. Additional budget detail may be provided in the budget narrative or in an attachment in Section 5: Supplemental Information.

Project Budget:

- The Project Budget justification must be explained in the Project Budget Narrative section of the application. This section is also used to explain the reasoning behind any items on the budget that are not self explanatory, and provide additional detail about project expenses.
- The Project Budget should be for the period that covers the entire project. The look-back period for in-kind contributions is two (2) years. These contributions are considered a part of the total project costs.
- For the Project Budget, indicate which entity and revenue source will be used to fund each expense. This information will be used to help determine eligible project expenses.
- Please provide documentation of all in-kind match contributions in the supporting documents section. For future in-kind match contributions, supporting documentation will be provided at a later date.

Program Budget:

- Six (6) years of Program Budgets should be provided. The standard submission should include three years previous budgets (actual), and three years of projections including implementation of the proposed project. A second set of three years of projections (one set including implementation of this program, and one set where no shared services occurred) may be provided in lieu of three years previous if this does not apply to the proposed project.
- Please use the Program Budget Narrative section to explain any unusual activities or expenses, and to defend the budget projections. If the budget requires the combining of costs on the budget template, please explain this in the narrative.

Return on Investment:

- A Return on Investment calculation is required, and should reference cost savings, cost avoidance and/or increased revenues indicated in the budget projection sections of the application. Use the space designated for narrative to justify this calculation, using references when appropriate.

For Loan Applications only:

- Using the space provided, outline a loan repayment structure.
- Attach three years prior financial documents related to the financial health of the lead applicant (balance sheet, income statement, and a statement of cash flows).

Lead Applicant		Round 3	
Project Name		Type of Request	

Project Budget

Sources of Funds

LGIF Request:

Cash Match (List Sources Below):

Source:	<input style="width: 95%; height: 20px;" type="text"/>
Source:	<input style="width: 95%; height: 20px;" type="text"/>
Source:	<input style="width: 95%; height: 20px;" type="text"/>
Source:	<input style="width: 95%; height: 20px;" type="text"/>

In-Kind Match (List Sources Below):

Source:	<input style="width: 95%; height: 20px;" type="text"/>
Source:	<input style="width: 95%; height: 20px;" type="text"/>
Source:	<input style="width: 95%; height: 20px;" type="text"/>

Total Match:
Total Sources:

Uses of Funds

	<u>Amount</u>	<u>Revenue Source</u>
Consultant Fees:	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Legal Fees:	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Other: _____	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Other: _____	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Other: _____	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Other: _____	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Other: _____	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Other: _____	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Other: _____	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
Other: _____	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>

Total Uses:
Local Match Percentage:

* Please note that this match percentage will be included in your grant/loan agreement and cannot be changed after awards are made.

Local Match Percentage = (Match Amount/Project Cost) * 100 (10% match required)
10-39.99% (1 point) 40-69.99% (3 points) 70% or greater (5 points)

Project Budget Narrative: Use this space to justify expenses (1200 character max).

Section 4
Financial Information

Lead Applicant		Round 3
Project Name		Type of Request

Program Budget

Actual ___ Projected ___	FY _____	FY _____	FY _____
Expenses	Amount	Amount	Amount
Salary and Benefits			
Contract Services			
Occupancy (rent, utilities, maintenance)			
Training and Professional Development			
Insurance			
Travel			
Capital and Equipment Expenses			
Supplies, Printing, Copying, and Postage			
Evaluation			
Marketing			
Conferences, meetings, etc.			
Administration			
*Other - _____			
*Other - _____			
*Other - _____			
TOTAL EXPENSES			
Revenues	Revenues	Revenues	Revenues
Contributions, Gifts, Grants, and Earned Revenue			
Local Government: _____			
Local Government: _____			
Local Government: _____			
State Government			
Federal Government			
*Other - _____			
*Other - _____			
*Other - _____			
Membership Income			
Program Service Fees			
Investment Income			
TOTAL REVENUES			

Lead Applicant		Round 3	
Project Name		Type of Request	

Program Budget

Actual ___ Projected ___	FY _____	FY _____	FY _____
Expenses	Amount	Amount	Amount
Salary and Benefits			
Contract Services			
Occupancy (rent, utilities, maintenance)			
Training and Professional Development			
Insurance			
Travel			
Capital and Equipment Expenses			
Supplies, Printing, Copying, and Postage			
Evaluation			
Marketing			
Conferences, meetings, etc.			
Administration			
*Other - _____			
*Other - _____			
*Other - _____			
TOTAL EXPENSES			
Revenues	Revenues	Revenues	Revenues
Contributions, Gifts, Grants, and Earned Revenue			
Local Government: _____			
Local Government: _____			
Local Government: _____			
State Government			
Federal Government			
*Other - _____			
*Other - _____			
*Other - _____			
Membership Income			
Program Service Fees			
Investment Income			
TOTAL REVENUES			

Lead Applicant		Round 3
Project Name		Type of Request

Program Budget

Use this space to justify the program budget and/or explain any unusual revenues or expenses (6000 characters max).

Section 4: Financial Information Scoring

(5 points) Applicant provided complete and accurate budget information and narrative justification for a total of six fiscal years.

(3 points) Applicant provided complete and accurate budget information and for at least three fiscal years.

(1 point) Applicant provided complete and accurate budget information for less than three fiscal years.

Lead Applicant		Round 3	
Project Name		Type of Request	

Return On Investment

Return on Investment is a performance measure used to evaluate the efficiency of an investment. To derive the expected return on investment, divide the net gains of the project by the net costs. For these calculations, please use the implementation gains and costs, NOT the project costs (the cost of the feasibility, planning, or management study)--unless the results of this study will lead to direct savings without additional implementation costs. The gains from this project should be derived from the prior and future program budgets provided, and should be justified in the return on investment narrative.

Return on Investment Formulas:

Consider the following questions when determining the appropriate ROI formula for the project. Check the box of the formula used to determine the ROI for the project. These numbers should refer to savings/revenues illustrated in projected budgets.

Do you expect cost savings from efficiency from the project?

Use this formula:
$$\frac{\text{Total \$ Saved}}{\text{Total Program Costs}} * 100 = \text{ROI}$$

Do you expect cost avoidance from the implementation of the project/program?

Use this formula:
$$\frac{\text{Total Cost Avoided}}{\text{Total Program Costs}} * 100 = \text{ROI}$$

Do you expect increased revenues as a result of the project/program?

Use this formula:
$$\frac{\text{Total New Revenue}}{\text{Total Program Costs}} * 100 = \text{ROI}$$

Expected Return on Investment = _____ * 100 = _____

Return on Investment Justification Narrative: In the space below, briefly describe the nature of the expected return on investment, using references when appropriate. (1300 character limit)

Expected Return on Investment is:

Less than 25% (10 points)
25%-74.99% (20 points)
Greater than 75% (30 points)

Questions about how to calculate ROI? Please contact the Office of Redevelopment at 614-995-2292 or lgif@development.ohio.gov

Section 4
Financial Information

Lead Applicant		Round 3	
Project Name		Type of Request	

Loan Repayment Structure

Please outline the preferred loan repayment structure. At a minimum, please include the following: the entities responsible for repayment of the loan, all parties responsible for providing match amounts, and an alternative funding source (in lieu of collateral). Applicants will have two years to complete the project upon execution of the loan agreement, and the repayment period will begin upon the final disbursement of the loan funds. A description of expected savings over the term of the loan may be used as a repayment source.

Section 4
Financial Information

Applicant demonstrates a viable repayment source to support loan award. Secondary source can be in the form of a debt reserve, bank participation, a guarantee from a local entity, or other collateral (i.e. emergency, rainy day, or contingency fund, etc).

Applicant clearly demonstrates a secondary repayment source (5 points)	Applicant does not have a secondary repayment source (0 points)
------------------------------------------------------------------------	-----------------------------------------------------------------

Lead Applicant		Round 3	
Project Name		Type of Request	

Scoring Overview

Section 1: Collaborative Measures

Collaborative Measures	Description	Max Points		Applicant Self Score
Population	Applicant's population (or the population of the area(s) served) falls within one of the listed categories as determined by the U.S. Census Bureau. Population scoring will be determined by the smallest population listed in the application. Applications from (or collaborating with) small communities are preferred.	5		
Participating Entities	Applicant has executed partnership agreements outlining all collaborative partners and participation agreements and has resolutions of support. (Note: Sole applicants only need to provide a resolution of support from its governing entity.	5		

Section 2: Success Measures

Past Success	Applicant has successfully implemented, or is following project guidance from a shared services model, for an efficiency, shared service, coproduction or merger project in the past.	5		
Scalable/Replicable Proposal	Applicant's proposal can be replicated by other local governments or scaled for the inclusion of other local governments.	10		
Probability of Success	Applicant provides a documented need for the project and clearly outlines the likelihood of the need being met.	5		

Section 3: Significance Measures

Performance Audit Implementation/Cost Benchmarking	The project implements a single recommendation from a performance audit provided by the Auditor of State under Chapter 117 of the Ohio Revised Code or is informed by cost benchmarking.	5		
Economic Impact	Applicant demonstrates the project will a promote business environment (i.e., demonstrates a business relationship resulting from the project) and will provide for community attraction (i.e., cost avoidance with respect to taxes)	5		
Response to Economic Demand	The project responds to current substantial changes in economic demand for local or regional government services.	5		

Section 4: Financial Measures

Financial Information	Applicant includes financial information (i.e., service related operating budgets) for the most recent three years and the three year period following the project. The financial information must be directly related to the scope of the project and will be used as the cost basis for determining any savings resulting from the project.	5		
Local Match	Percentage of local matching funds being contributed to the project. This may include in-kind contributions.	5		
Expected Return	Applicant demonstrates as a percentage of savings (i.e., actual savings, increased revenue, or cost avoidance) an expected return. The return must be derived from the applicant's cost basis.	30		
Repayment Structure (Loan Only)	Applicant demonstrates a viable repayment source to support loan award. Secondary source can be in the form of a debt reserve, bank participation, a guarantee from a local entity, or other collateral (i.e., emergency fund, rainy day fund, contingency fund, etc.).	5		

Total Points

TABLE 13-3 REVISED 20 YEAR BUDGET PLAN

	* 2012 Estimate (\$)	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Annual Inflation Factors	1.70%	1.000	1.017	1.034	1.052	1.070	1.088	1.106	1.125	1.144	1.164	1.184	1.204	1.224	1.245	1.266	1.288	1.310	1.332	1.354	1.378	1.401
20 Year Budget Schedule																						
Operation / Maintenance / Repair		(\$71,280)	(\$93,270)	(\$94,856)	(\$96,468)	(\$98,108)	(\$114,776)	(\$116,727)	(\$118,711)	(\$120,730)	(\$122,782)	(\$124,869)	(\$141,992)	(\$144,406)	(\$146,861)	(\$149,357)	(\$166,897)	(\$169,734)	(\$172,619)	(\$190,554)	(\$193,793)	(\$197,088)
Initial Loan Payback(s) Scenario 1		\$0	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)	(\$33,000)
Village Loan Payback		(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)	(\$48,000)
Average Ann. Capital Reserve		\$0	(\$21,300)	(\$21,580)	(\$21,947)	(\$22,320)	(\$22,699)	(\$23,085)	(\$23,478)	(\$23,877)	(\$24,283)	(\$24,696)	(\$25,115)	(\$25,542)	(\$25,977)	(\$26,418)	(\$26,867)	(\$27,324)	(\$27,789)	(\$28,261)	(\$28,741)	(\$29,230)
Planned Improvements		(\$50,000)	(\$50,000)	\$0	\$0	(\$641,852)	\$0	\$0	\$0	\$0	\$0	(\$1,597,877)	\$0	\$0	\$0	(\$1,519,409)	\$0	\$0	(\$2,397,335)	\$0	\$0	\$0
Total Annual Expenditures		(\$169,280)	(\$245,570)	(\$197,436)	(\$199,415)	(\$843,280)	(\$218,475)	(\$220,812)	(\$223,189)	(\$225,606)	(\$228,065)	(\$1,828,442)	(\$248,107)	(\$250,948)	(\$253,837)	(\$1,776,184)	(\$274,764)	(\$278,058)	(\$2,678,743)	(\$299,815)	(\$303,535)	(\$307,318)
Estimated County EDU's		107.00	128.00	152.00	181.00	213.00	252.00	297.00	349.00	412.00	486.00	574.00	679.00	805.00	955.00	1,136.00	1,354.00	1,616.00	1,933.00	2,316.00	2,779.00	3,339.00
Monthly Rate per County EDU	\$55.00	\$0.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
Estimated Village EDU's		136.00	138.00	140.00	142.00	144.00	146.00	148.00	150.00	152.00	154.00	156.00	158.00	160.00	162.00	164.00	166.00	168.00	170.00	172.00	174.00	176.00
Monthly Rate per Village EDU	\$53.00	\$53.00	\$53.90	\$54.82	\$55.00	\$55.00	\$55.00	\$55.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
Annual Service Revenue		\$86,496	\$173,740	\$192,413	\$213,180	\$235,620	\$262,680	\$293,700	\$299,400	\$338,400	\$384,000	\$438,000	\$502,200	\$521,100	\$603,180	\$702,000	\$820,800	\$963,360	\$1,135,620	\$1,343,520	\$1,594,620	\$1,898,100
Annual Capacity Charge Revenue	\$1,000.00	\$107,000	\$28,750	\$39,000	\$54,250	\$68,000	\$82,000	\$94,000	\$108,000	\$130,000	\$152,000	\$180,000	\$214,000	\$256,000	\$304,000	\$366,000	\$440,000	\$528,000	\$638,000	\$770,000	\$930,000	\$1,124,000
Total Annual Revenue		\$193,496	\$202,490	\$231,413	\$267,430	\$303,620	\$344,680	\$387,700	\$407,400	\$468,400	\$536,000	\$618,000	\$716,200	\$777,100	\$907,180	\$1,068,000	\$1,260,800	\$1,491,360	\$1,773,620	\$2,113,520	\$2,524,620	\$3,022,100
Annual Balance		\$24,216	(\$43,080)	\$33,978	\$68,015	(\$539,660)	\$126,205	\$166,888	\$184,211	\$242,794	\$307,935	(\$1,210,442)	\$468,093	\$526,152	\$653,343	(\$708,184)	\$986,036	\$1,213,302	(\$905,123)	\$1,813,705	\$2,221,085	\$2,714,782
1.5% interest on Surplus	0.015		\$363		\$220	\$1,243					\$3,275	\$7,943		\$4,206	\$14,069	\$3,658	\$18,503	\$36,980	\$23,958	\$51,523	\$85,612	
4.5% interest on (Deficit)	0.045			(\$833)			(\$20,499)	(\$15,742)	(\$8,941)	(\$1,054)			(\$30,283)	(\$10,582)								
Reserve Account Balance		\$24,216	(\$18,501)	\$14,644	\$82,879	(\$455,538)	(\$349,833)	(\$198,688)	(\$23,418)	\$218,322	\$529,532	(\$672,967)	(\$235,158)	\$280,412	\$937,961	\$243,846	\$1,233,540	\$2,465,345	\$1,597,203	\$3,434,866	\$5,707,474	\$8,507,869

* 2012 Estimate is used as the base year estimate

WASTEWATER MANAGEMENT AGREEMENT

This Agreement is made on the date of its signing below, by and between the Village of Chesterville, an Ohio municipal corporation, 75 Sandusky Street., P.O. Box 119, Chesterville, Ohio (the "Village"), and the Board of Commissioners of Morrow County, Ohio, 80 North Walnut Street, Mt. Gilead, Ohio (the "County").

WHEREAS, the County owns, operates, maintains, and administers Sanitary Sewer Systems in Morrow County, Ohio; and

WHEREAS, the Village is located within Morrow County, Ohio, and also owns, operates, and maintains a public Sanitary Sewer System; and

WHEREAS, the Village seeks to provide a more affordable sanitary sewer system for the general welfare of its citizens; and

WHEREAS, the Village desires to enter into an Agreement whereby the County will operate, maintain, and administer sanitary sewer service to the Village's residential, commercial, and industrial properties; and

WHEREAS, the Parties have agreed that such Sanitary Sewer System will continue to be owned, by the Village; and

IT IS NOW, THEREFORE, in consideration of the mutual promises made herein, the Agreement of the County and the Village that:

I. SANITARY SEWER SERVICE

- A. This Agreement is made to provide for the operation, maintenance, and administration of the existing Sanitary Sewer System within the boundaries of the Village.
- B. The phrase "Sanitary Sewer System" refers to all of the sewer mains (force or gravity), sewer laterals, pump stations, manhole covers, and all other appurtenant items necessary to the sanitary removal of waste water to a treatment facility.
- C. The Village agrees to allow the County to furnish sanitary sewer service outside the boundaries of Chesterville as the same is made available by the Village elsewhere within the Village, but subject to the limitations created by facility capacities and those imposed by law.
- D. The County agrees to operate and to maintain the existing Sanitary Sewer System and all its components necessary to provide for sanitary sewer service in compliance with all Federal, state, and local laws.
- E. The County and the Village agree to adopt all necessary legislation, and to perform all other tasks necessary to effect the intent of this Agreement.
- F. The Village agrees that, pursuant to this Agreement, the County will install, own, operate, and maintain all sanitary sewer systems outside the Village; that the County thereby will provide sanitary sewer service to future residential, commercial, and industrial properties within the

Village; and that the Village will suffer and permit the County to perform said functions, and cooperate fully with the County in conjunction with the same.

- G. The County agrees that the Village is solely responsible for setting rates and charges for sanitary sewer usage in relation to the existing sanitary sewer system within the Village.
- H. The parties hereto agree that, should any dispute arise between the parties as to the interpretation or appropriate effect of this Agreement, or any portion or provision of the same, the parties, through their designated representatives, will effect their best efforts in their attempt to resolve the same, but, failing such resolution by mutual agreement of the parties, any such issue shall be submitted for resolution by final and binding arbitration by conveying the joint request of the parties to the Federal Mediation and Conciliation Service, or other similar service as the parties may mutually agree, for a list of arbitrators in an appropriate number with the cost of the same to be divided equally between the parties, and with the arbitrator to be utilized to be selected via the alternate strike method of selection with the first strike decided by the toss of a coin.

II. INSTALLATION

A. Engineering Plans

1. The County will develop engineering plans necessary for the installation, and operation of a Sanitary Sewer System outside the boundaries of Chesterville in a manner that is consistent with Ohio and United States Environmental Protection Agency standards and regulations.
2. The Village will provide the County with all necessary maps, and provide to the County and its contractors and assignees, any assistance necessary to locate existing utilities, whether public or private.
3. The cost of developing the engineering plans will be paid for by the County as described below in Article IV of this Agreement.

B. Installation

1. The County will contract for, purchase, and acquire all permanent and temporary easements, rights, permits, materials, and labor necessary to the installation of the Sanitary Sewer System within the Service Area. To the extent that may be necessary, the County and the Village will utilize the respective powers and prerogatives of eminent domain and adverse taking to acquire any such permanent and temporary easements and rights, in the case of the former entity, in the unincorporated areas of the county, and, in the case of the latter entity, in the incorporated areas of the Village.
2. The County will contract for, purchase, and/or perform all work necessary to install a Sanitary Sewer System within the Service Area.
3. The Village will make its best effort to cooperate with, and to assist the County, when necessary, in the acquisition of easements, permits or other rights. To the extent that it may be necessary, the Village will acquire easements, rights and interests, through the exercise of its prerogative of eminent domain, and convey the same to the County.
4. The Village, without charge, will permit the County to excavate upon, and to store materials on Village owned property, and within the Village's streets, alleys, rights of

way, and other easements when such excavation, or storage is necessary or expedient in relation to the installation of the Sanitary Sewer System. The County and the Village agree that storage of materials on Village property will be done in such a manner as to not disrupt Village business, or so as to minimize disruption or inconvenience.

III. MAINTENANCE

- A. The County will monitor, and repair the Sanitary Sewer System installed as well as the existing sanitary sewer within the boundaries of Chesterville as is necessary to maintain the Sanitary Sewer System, and to remain in compliance with the guidelines of the United States, and the Ohio Environmental Protection Agencies, as the same are applicable thereto.
- B. The Village, without charge, will permit the County to excavate on Village owned property, and within the Village's streets, alleys, rights of way, and other easements when such excavation is necessary or expedient in relation to maintenance or repair of the Sanitary Sewer System. When it is necessary to excavate on Village property, or within a Village street or easement, the County will endeavor to provide the Village with twenty-four hours notice. In the case of an emergency situation, the County will give such notice as soon as it is able to do so.

IV. ADMINISTRATION

- A. The Village agrees that the County, subject to the suggestion and requirement of other public entities of jurisdiction, is solely responsible for the review and determination of which properties will be required, or permitted to connect to the Sanitary Sewer System.
- B. The Village agrees that the County is solely responsible for the billing of, and the collection of fees, rents, charges, and improvement assessments from property owners who receive sanitary sewer service.
- C. The Village agrees that the County is solely responsible for the inspection and approval of any connection to the Sanitary Sewer System, and that the Village will not issue any occupancy permits for any building or structure until after the County has approved any necessary connections to the Sanitary Sewer System, incident to the same.

- F. The County will review, and approve of or deny applications for connection to the Sanitary Sewer System in a manner that is consistent with the laws of the State of Ohio, and the existing standards, as amended from time to time, as set forth by the Morrow County Commissioners.
- G. The County will collect the fees for each connection to, and of the use of the Sanitary Sewer System to the owner of the property connected to the Sanitary Sewer System. The County is responsible for implementing actions necessary or expedient in billing each Sanitary Sewer System customer, to accept customer payments, and to collect customer payments, charges, rents, fees, and assessments.
- H.
- I. The County will maintain all records pertaining to the design, installation, maintenance of and connection to the Sanitary Sewer System, and pertaining to the billing and collection of fees, charges, rents, and assessments.
- J. The Village agrees to transfer and assign to the Morrow County Sewer District the role of Primary Designated Management Agency for the Chesterville Facilities Planning Area for purposes of the Areawide Water Quality Management Plan (“208 Plan”) administered by the Mid Ohio Regional Planning Commission (“MORPC”). Said transfer and assignment shall become effective upon the date MORPC designates the Morrow County Sewer District as the Primary Designated Management Agency for the Chesterville Facilities Planning Area under the 208 Plan. The Village agrees to support any necessary revisions to the 208 Plan necessary to effect said transfer, assignment, and designation.

V. COSTS OF SANITARY SEWER SYSTEM INSTALLATION

- A. The County will bear the cost of the installation of, and initial connection of customers to the Sanitary Sewer System. The County will pay for these costs by assessing property owners according to planned usage of the Sanitary Sewer System, service fees in addition to the service fees described above in paragraph (G) of Article IV, and through the application of grant and other funds available from the State of Ohio, and the United States.
- B. The Village agrees to cooperate with the County as is necessary to secure grant funding from the State of Ohio, the United States, or other sources, and, to the extent necessary or expedient, to make such applications, and/or cooperate or participate with the County therein.
- C. The parties hereto acknowledge and agree that the costs of the construction of the sanitary sewer system which is contemplated hereby, debt service incident to its construction, and the operation and maintenance of the same shall be defrayed by the users of the system under a fair and appropriate method of proportionate distribution consistent with a formula for the determination and establishment of rates established and determined by the County, and that all such costs and expenses shall be borne by the said users and shall not be defrayed in any percentage or amount by the Village, by the County, or by any other recipients or beneficiaries of utility services provided by the County. The Village shall be afforded the privilege and opportunity, from time to time, and upon reasonable notice, to review any of the financial records and other documentation of the County which relate to the function of determining and setting any costs, expenses, and distribution of the same and any charges and rates incident hereto.

VI. TERMINATION

This Agreement may be terminated only by the express, written agreement of the Parties.

VII. MODIFICATION

This Agreement may not be modified except by a written instrument signed by both Parties.

VIII. RELATIONSHIP OF THE PARTIES

This Agreement does not create any type of relationship between the Parties other than that described by the terms of this Agreement. This Agreement does not purport, and the Parties do not intend or seek hereby to create a partnership, association, joint venture, board, or commission.

IX. LIMITATION OF LIABILITY

Neither Party, by its acceptance of this Agreement, has agreed to indemnify, or to assume the obligations of the other Party for any debt, claim, or liability occasioned by the acts, or omissions of the other Party, or other the Party's officers, employees or agents, except as otherwise expressly set forth herein.

X. NOTICES

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows:

If to the Board,

Morrow County Board of Commissioners
80 North Walnut Street
Mt. Gilead, OH 43338

If to the Village,

Village of Chesterville
75 Sandusky Street.,
P.O. Box 119
Chesterville, Ohio 43317

XI. MERGER

This Agreement is the complete understanding between the Parties. No prior agreement, whether written or oral, may modify, enlarge or alter this written Agreement.

XII. SEPARABILITY

If any portion of this Agreement is deemed to be illegal due to conflict with state or local law, the remainder of the contract shall remain in full force and effect.

XIII. HEADINGS

The paragraph headings contained in this Agreement are solely for the convenience of the Parties, and are of no legal effect.

XIV. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Ohio.

XV. CONSTRUCTION

The use of the singular form of any word includes the plural and vice versa. The present tense includes all other verb tenses. The use of masculine pronouns or other references includes the feminine and vice versa.

Signed:

THE BOAD OF COUNTY COMMISSIONERS,
MORROW COUNTY, OHIO

THE VILLAGE OF CHESTERVILLE, OHIO

BY THE BOARD OF COMMISSIONERS

BY ITS MAYOR

Tom E. Whiston
Commissioner

Date

Jane Taylor
Mayor

Date

Tom E. Harden
Commissioner

Date

Olen D. Jackson
Commissioner

Date

Approved as to form only:

Morrow County Prosecutor's Office

Resolution No. _____

A RESOLUTION EXPRESSING SUPPORT FOR AND URGING APPROVAL OF AN APPLICATION BY THE MORROW COUNTY ECONOMIC DEVELOPMENT OFFICE FOR A GRANT OF LOCAL GOVERNMENT INNOVATION FUNDS:

Whereas, Morrow County has identified the I71 / SR95 Interchange area as a priority for industrial and commercial development; and

Whereas, the I71 / SR95 Interchange area does not have sufficient wastewater infrastructure to service the current demand nor to allow for future development; and

Whereas, Morrow County seeks to provide public wastewater facilities to the I71 / SR95 Interchange area; and

Whereas, a proposal has been made to install a wastewater collection system at the interchange with a pumping system to transport wastewater to the Village of Chesterville for treatment of the wastewater; and

Whereas, the Village of Chesterville has a wastewater treatment plant with a capacity of 90,000 gpd, which currently operates at approximately 20% capacity; and

Whereas, the Village of Chesterville wastewater treatment plant has available capacity for the existing wastewater from the interchange and has the necessary land at the facility for future expansion as required for the development of the interchange; and

Whereas, the Director of Operations has prepared an application seeking a grant of Local Government Innovation Funds to assist with engineering to be incurred to design the aforementioned wastewater collection and transport system; and now therefore,

BE IT RESOLVED BY THE Board of the Morrow County Commissioners, Ohio:

SECTION 1. That the Morrow County Commissioners endorse the application seeking an award of Local Government Innovation Funds and urges the Ohio Department of Development to give the application favorable consideration.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____ after _____ reading. Vote: Yeas ___ Nays ___

Approved: _____
Morrow County Board of Commissioners

Attest: _____
Clerk

Resolution No. _____

A RESOLUTION EXPRESSING SUPPORT FOR AND URGING APPROVAL OF AN APPLICATION BY THE MORROW COUNTY ECONMOMIC DEVELOPMENT OFFICE FOR A GRANT OF LOCAL GOVERNMENT INNOVATION FUNDS; AND DECLARING AN EMERGENCY:

Whereas, Morrow County has identified the I71 / SR95 Interchange area as a priority for industrial and commercial development; and

Whereas, the I71 / SR95 Interchange area does not have sufficient wastewater infrastructure to service the current demand nor to allow for future development; and

Whereas, Morrow County seeks to provide public wastewater facilities to the I71 / SR95 Interchange area; and

Whereas, the Village of Chesterville has determined it is in its best financial interest to work with Morrow County in its effort to provide public wastewater facilities to the I71 / SR95 Interchange area ; and

Whereas, a proposal has been made to install a wastewater collection system at the interchange with a pumping system to transport wastewater to the Village of Chesterville for the treatment of the wastewater; and

Whereas, the Village of Chesterville has a wastewater treatment plant with a capacity of 90,000 gpd, which currently operates at approximately 20% capacity; and

Whereas, the Village of Chesterville wastewater treatment plant has available capacity for the existing wastewater from the interchange and has the necessary land at the facility for future expansion as required for the development of the interchange; and

Whereas, Morrow County has prepared an application to the Ohio Department of Development seeking a grant of Local Government Innovation Funds to assist with engineering to be incurred to design the aforementioned wastewater collection and transport system; and now therefore,

BE IT RESOLVED BY THE Council of the Village of Chesterville, Ohio:

SECTION 1. That the Village of Chesterville endorses the application by Morrow County seeking an award of Local Government Innovation Funds and urges the Ohio Department of Development to give the application favorable consideration.

SECTION 2. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the Village and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to timely meet the Local Government Innovation Fund grant application requirement.

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____ after _____ reading. Vote: Yeas ___ Nays ___

Approved: _____

Attest: _____
Clerk

***PRELIMINARY
ENGINEERING
REPORT***

Sanitary Sewer System
171 & SR 95 Interchange Area
Morrow County, Ohio

PROJ. NO. 209847.00

November 30, 2010

**Sanitary Sewer System
171 & SR 95 Interchange Area
Morrow County, Ohio**

Preliminary Engineering Report

November 30, 2010

FANNING HOWEY ENGINEERING GROUP
4930 Bradenton Avenue
Dublin, Ohio 43017
(614) 764-4661
(614) 764-7894

209847.00

PRELIMINARY ENGINEERING REPORT
SANITARY SEWER SYSTEM
171 & SR 95 INTERCHANGE AREA
MORROW COUNTY, OHIO
PROJECT NO. 209847.00
November 30, 2010

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1.0 EXECUTIVE SUMMARY

The Morrow County Commissioners are interested in promoting future development near the I71 and State Route 95 interchange area. The area has sixteen commercial properties, on approximately 47 acres of developed commercial property, which are serviced by a number of small wastewater treatment facilities. A conceptual land use plan has been completed and an additional 451 acres of proposed commercial/industrial development is planned.

Generally, most of the southeast quadrant of the interchange is serviced by a 25,000 gpd wastewater treatment plant (WWTP) known as the Wenmor Plant and is owned and operated by the Wenmor Development, Inc. A second facility on the northeast quadrant of the interchange is a 26,000 gpd facility owned and operated by the Duke and Duchess gas station. Immediately west of the interchange there are a number of small individual package plants servicing single commercial properties as they exist up to the Knights Inn hotel at the intersection of Twp. Rd. 122. The Village of Chesterville is situated approximately 2 miles southeast of the interchange. The village built a WWTP in 2002, a 95,000 gpd plant which currently operates well below capacity.

This Report will: review existing conditions with regard to wastewater generation; establish a basis of design in terms of service area, population, flow, and discharge requirements; and identify a variety of collection and treatment alternatives for the immediate need to service the interchange area. It will also provide the groundwork for future expansion of the selected treatment alternative. The present worth of each near term alternative has been calculated using the preliminary opinion of probable project costs and estimated operation, maintenance and replacement costs. The analysis provides a determination of the most cost-effective course of action for Morrow County to implement a public sewer system.

Fanning Howey recommends the county install a gravity sewer system, including a small pump station, west of the interchange to collect the wastewater. In the near term, we recommend to pump the wastewater to the village of Chesterville via a new lift station near the Wenmor Plant site. The county should begin negotiations with the village based on two options. The first is a wastewater management agreement, whereas the county will take over all management, operation, and maintenance of the existing WWTP. The second is to establish a standard user fee charge or a monthly rate based on actual usage, whereas the county will pay the village for the treatment of wastewater from the unincorporated interchange area. Within the second option the county should also include negotiations with the village about future expansion of the existing wastewater treatment plant for the future development of the intersection as projected in the Land Use Plan.

We recommend the Commissioners apply for grants from the Ohio Public Works Commission (OPWC) Issue 1, and the Community Development Block Grant (CDBG) Water and Sewer Grant and or Formula Grant. Depending on the success of attaining these grants, a second option will be to apply for a United States Department of Agriculture Rural Development (USDA RD) grant and loan combination. We also recommend the Commissioners apply for loans to leverage the required match funds for the project from the Water Pollution Control Loan Fund (WPCLF) by the Ohio EPA Division of Environmental and Financial Assistance (DEFA), OPWC Issue 1, or the Ohio Water Development Authority (OWDA).

Based on our analysis of the projected development and associated environmental deterioration of the interchange area, adoption of the recommended plan represents an appropriate public policy decision for Morrow County Commissioners. Investigation of the financial assistance available through various state and federal agencies demonstrates that an aggressive pursuit of these programs by the Morrow County Commissioners may result in a project cost which is affordable to the residents of the proposed sewer district.

2.0 INTRODUCTION

This report provides facilities planning for the creation of a regional and public sanitary sewer system to serve existing residences and commercial establishments near the I71/SR95 interchange in Morrow County, Ohio. This report has been prepared at the direction of the Morrow County Commissioners to serve as the Preliminary Engineering Report for a planned application to secure funding for the project.

In part, this report represents a feasibility study examining a planning area consisting primarily of the I71/SR95 interchange area.

The initial purpose of this Preliminary Engineering Report is to present a cost-effective plan for construction of sanitary sewers to satisfy the immediate needs of Morrow County for the interchange area. Secondly, a long-term plan for a regional service area through the year 2032 has been developed.

A number of alternatives for collection and treatment have been identified and evaluated in this report.

The collection alternatives include:

- gravity sewer system that ties into the existing Morrow Meadows Industrial and Commercial Park
- gravity sewer system to a new pump station near Sylvester Run approximately 3/4 mile northwest of the village of Chesterville.
- low pressure sewer system
- minimum grade effluent sewer system

The treatment alternatives include the discharge of treated effluent to surface waters by:

- conveyance and treatment of all wastewater to an upgraded and publicly owned Wenmor WWTP
- conveyance and treatment of the interchange wastewater to an upgraded and publicly owned Duke – Mt. Gilead Travel Plaza WWTP
- conveyance and treatment of all wastewater to the Chesterville WWTP
- conveyance and treatment of the interchange wastewater to the Chesterville WWTP, while leaving the existing and privately owned Wenmor WWTP to service its existing customers

A financial plan designed to provide affordable sewer rates for the residents and businesses served by the sewer system is also included within this report.

3.0 OBJECTIVE

The I71 & SR95 Interchange Preliminary Engineering Report provides a cost-effective and affordable plan for the construction of new sanitary sewers to serve the interchange area. Along with evaluating the immediate needs for the interchange area, the long term feasibility of a regional wastewater collection system was evaluated. The Preliminary Engineering Report is intended to be in a form which is approvable by the Ohio Water Development Authority and the Ohio EPA to support an application by the Morrow County Commissioners for state and federal funding.

4.0 SCOPE

The scope of this report is twofold. Primarily, it includes development of a basis of design, identification and evaluation of various alternatives for construction of sanitary sewers, and evaluation of existing treatment facilities to serve the immediate and near term needs of the I71 & SR95 interchange area. Secondly, it includes long term feasibility for the wastewater collection and treatment for the regional service area.

The regional service area generally consists of two populated areas. The interchange area is almost exclusively commercial or industrial in nature, while the village of Chesterville is almost exclusively residential. The outer areas of the region are mostly agricultural with residential properties scattered intermittently.

The cost to install a sanitary collection system to include the agricultural areas is not feasible at this time. This is due to the low number of Equivalent Dwelling Units (EDU) and the economic climate of the area. For this reason, the near term and midterm feasibility of this study is focused on the area around the interchange, the corridor from the interchange to the village, and the immediate area surrounding the village. The village and surrounding area are included in the study since their wastewater treatment plant is one of the treatment options.

The conceptual designs presented in this report are based on previous studies of population, conceptual land use plans, existing zoning plans, wastewater flows, as referenced herein, and investigations conducted by Fanning/Howey Associates, Inc. as part of planning services for the Morrow County Commissioners.

5.0 METHODOLOGY

The methodology employed by Fanning/Howey Associates, Inc. to prepare this report involved the following steps:

1. Review of previous relevant reports
2. Review of other planning data
3. Identification of service area
4. Determination of present and future commercial development for the interchange area
5. Establishment of reasonable assumptions for wastewater flow and characteristics
6. Identification and evaluation of wastewater collection alternatives
7. Comparative analysis of collection alternatives on the basis of present worth
8. Development of an affordable financial plan for recommended construction
9. Development of a schedule for implementation of the recommended construction
10. Report preparation
11. QA/QC review of the completed report document and supporting material

This is intended to satisfy the requirements of Morrow County, the review criteria of the Ohio Water Development Authority and the report preparation standards of Fanning/Howey Associates, Inc.

Several wastewater design and technology sources have been utilized in the evaluation and development of this report. These include *Recommended Standards for Wastewater Facilities* (1990); *Water and Wastewater Technology, Third Edition*; and *Sanitary Sewer Design Manual, City of Columbus, OH*.

6.0 EXISTING CONDITIONS

The physical, environmental, and institutional conditions necessary to evaluate the wastewater management for the planning area are provided in this section. This section also presents the Ohio Water Quality Standards and the existing water quality of the planning area.

6.1 Regional Service Area Conditions

6.1.1 Service Area Description

The unincorporated area around the Interchange area is located in the southeast part of Morrow County, about 7 miles southeast of Mount Gilead. The planning area encompasses existing and proposed areas served by the facilities identified in Section 6.4 as well as the affected areas surrounding the receiving water bodies for each of these facilities. The Area defined for this project is shown on Figure 6-1 and includes the incorporated village of Chesterville.

Existing land use within the proposed project area is summarized in Table 6-1. Residential land use is generally split off of agricultural lands and follows the state routes, township roads, and county roads in a linear manner. The interchange area serves as a hub to commercial areas generally dependent upon Interstate travel and access. Commercial and industrial growth is projected through 2032 with the new land use plan and focus by the Morrow County Economic Development Office. Special Use properties, such as parks and camps, are prevalent throughout Morrow County due to its rural characteristics. This area includes a children’s camp as well as a RV park. It is expected that much of the study area will maintain its predominant agricultural use for the foreseeable future.

TABLE 6-1 EXISTING LAND USE		
Land Use	Size (Acres)	Percent of Planning Area
Residential (Low Density)	840	14.5
Commercial	47	0.8
Industrial	N/A	N/A
Agricultural	3297	57.1
Incorporated Village of Chesterville	79	1.4
Woodlands	1135	19.6
Streams	194	3.4
Special Use (Parks/Camps)	182	3.2

As stated in Section 4.0, the region is split into two populated areas. The commercial area around the interchange relies on five different small package WWTPs and a few other small individual systems (i.e. septic and leach systems or holding tanks) for treatment and disposal of wastewater. The village of Chesterville is almost exclusively residential and built a new WWTP in 2002 for treatment and disposal of wastewater. The residential properties scattered throughout the outer areas of the region rely upon on-site treatment systems for treatment and disposal of wastewater.

6.1.2 Areas of Environmental Concern

The Mt. Gilead KOA Campground is located northwest of the interchange and relies on a failing septic and leaching system for treating wastewater from its RV tenants. In September 2007 the Ohio EPA conducted an inspection of the effluent and issued a Notice of Violation recommending immediate corrective action. To date, the campground is still operating on the old septic and leaching system.

6.2 Water Quality Goals and Objectives

6.2.1 National Water Quality Goals

The National Pollutant Discharge Elimination System (NPDES) was established under Section 402 of the Clean Water Act in 1972 to enforce national water quality standards. An NPDES permit is issued for point source pollutant discharges to stipulate the quantity and quality of the discharge. The permit requires that the source owner monitor and report effluent quality.

Under the federal Clean Water Act, states were required to develop rules to conduct an anti-degradation review of proposed pollutant discharges to water bodies. The purpose of the review process is to provide an opportunity for scrutiny of projects by persons or agencies which have a legitimate concern about the water quality impacts of a proposed new or increased discharge.

6.2.2 Ohio Water Quality Goals – Anti-Degradation Policy

The rule instituted by the State of Ohio requires that an applicant for a new or increased discharge examine non-degradation, minimal degradation, and mitigation alternatives to its proposed plan, as well as identification of socio-economic issues related to the proposed plan and any degradation in water quality which would result. If deemed necessary by OEPA following its review of the applicant's anti-degradation report, a public hearing on the proposed plan and discharge is conducted. After a mandatory public comment period, and within guidelines stipulated by the rule, the Director of OEPA may then determine that the degradation in water quality is necessary to accommodate important socio-economic objectives. This process, including the Director's final determination, must be accomplished prior to issuance of the PTI for the proposed facility and the NPDES permit for the proposed discharge.

In the case of the proposed Regional Wastewater Treatment Plant(s) and its discharge, compliance with the anti-degradation review process may be necessary. The proposed point of discharge for any existing or any new wastewater treatment facilities for this area will be the Kokosing River.

6.2.3 National Pollutant Discharge Elimination System (NPDES) Effluent Requirements

The discharge requirements for the effluent from the proposed Regional Wastewater Treatment Plant(s) will depend on the type of facility. For study purposes they are assumed to be as follows:

Parameter	Effluent Limits (30 day)	
	Mechanical Treatment	Lagoon Treatment
CBOD	10 mg/l	25 mg/l
Total Suspended Solids	12 mg/l	65 mg/l
Ammonia (Summer)	1.0 mg/l	N.A.
Ammonia (Winter)	3.0 mg/l	N.A.
Dissolved Oxygen	6.0 mg/l	N.A.
Chlorine Residual	0.038 mg/l	N.A.

These limitations are considered by OEPA to represent “best available demonstrated control technology” (BADCT). If a new facility proves to be the selected alternative, OEPA will be requested to provide waste load allocation data for the Kokosing River. Depending on the amount of waste assimilation capacity available, a determination will be made by OEPA regarding the applicability of anti-degradation criteria.

6.3 Existing Environmental

6.3.1 Topography

Morrow County is separated into two physiographic provinces; glaciated plateau to the east and till plains to the west. The planning area lies within the Allegheny Plateau with elevations ranging from 1,350 feet to the north and 1,100 feet to the southeast. The area generally drains from northwest to southeast into the Kokosing River and its tributaries.

6.3.2 Geology & Soils

Wisconsin-Age glacial drift covers earlier glacial deposits and can be found to be 300 feet in thickness in the eastern part of the county. Unlike other portions of the county, the bedrock in the planning area has more sandstone and shale. The depth of bedrock is generally in the range of 20' to 170' below the surface and is not expected to impact the sewer construction in this area. Soil borings should always be taken during the detailed design phase of wastewater facilities for use in design and inspection for prospective bidders.

The soils encountered in the regional planning area are a vast array of typical glacial till soils. Eight distinct soil survey map units make up more than 95% of the soils found in the study area as shown on Figure 6-3 and they are the following:

- Amanda silt loam
- Bennington silt loam
- Centerburg silt loam
- Chili loam
- Condit silt loam
- Lobdell silt loam
- Ockley silt loam
- Shoals silt loam

Figure 6-3: Planning Area Soils Map



Generally, the soils in the northern and western part of the planning area are in the Amanda-Centerburg association. These soils are sloping to moderately steep and moderately well drained. The area around the village of Chesterville and south and east of the village is generally in the Ockley-Lobdell association. The association is nearly level to moderately sloping and well drained. Sand and gravel harvesting is prevalent for the region from this part of the service area. In general much of the planning area is unsuitable for wastewater lagoons, due to sand, gravel, and the underlying groundwater resources in the area.

6.3.3 Hydrology

Surface hydrology of southeast Morrow County consists of the rivers, streams and impoundments of the Kokosing River watershed. The Ohio EPA Watershed Assessment Unit (WAU) description and Hydrologic Unit Code (HUC) is; the Kokosing River (headwaters to upstream North Branch) and 05040003 010 respectively. The Ohio EPA has classified this WAU in category 2, where "Some of the designated uses are met, but there is insufficient data to determine if remaining designated uses are met". Therefore, the WAU is not considered impaired or threatened.

Other hydrological surface features in proximity to and potentially affected by the proposed project include: Kokosing River, South Branch, Sylvester Run, Chickahominy Creek and other prominent unnamed perennial streams.

Surface waters are not currently used as a major water supply source. Water for the area is provided by the DelCo Water Company and from private wells.

6.3.4 Environmental Constraints and Goals

The primary environmental goal is to provide wastewater collection and treatment that will comply with Water Quality Standards established by the Ohio EPA as outlined in section 6.2 above. Effective wastewater collection and treatment is needed to promote economic development for Morrow County while maintaining the established water quality standards for the planning area. Environmental constraints to achieve this goal are as follows:

- Minimize disturbance and damage to private property;
- Minimize disturbance to stream water quality, vegetation, erosion, noise, air quality, and wildlife during construction;
- Minimize energy consumption;
- Comply with flood plain management regulations, and
- Minimize operation expenses.

6.4 Existing Wastewater Facilities

The following paragraphs provide general descriptions and operational performance information for the wastewater facilities within the planning area. The general location of each facility is shown on Figure 6-4. Table 6-2 summarizes the permit information for each of these facilities.

TABLE 6-2 EXISTING WASTEWATER TREATMENT FACILITY PERMIT INFORMATION					
Facility	Permit No.	Effective Date	Expiration Date	Permitted Capacity (MGD)	2009 ADF (MGD)
Village of Chesterville WWTP	OH0124478	October 1, 2006	September 30, 2011	0.095	0.02
Wenmor Development Inc. WWTP	OH0106038	July 1, 2007	June 30, 2012	0.025	0.01
Duke – Mt. Gilead Travel Plaza WWTP	OH0136263	February 1, 2006	January 31, 2011	0.026	0.001
Leaf Enterprises, Inc. WWTP *	OH0142353*	N/A	N/A	0.007*	Unknown
Knights Inn WWTP	N/A	N/A	N/A		Unknown
Sunoco Station WWTP	N/A	N/A	N/A		Unknown

* A draft permit was completed but the WWTP currently operates without an NPDES permit.

6.4.1 The Village of Chesterville WWTP

The plant is owned and operated by the village via a contract with McGhee's Technical Water Services, Inc. (MTWSi). It was constructed in 2002 and is located off Old SR 314 southeast of the village as shown on Figure 6-4a. The WWTP is rated for an average daily flow of 90,000 GPD and has a permitted capacity of 95,000 GPD, with an average daily flow of about 20,000 GPD.

The treatment facility is a Parkson's Biolac® Wastewater Treatment System package plant. A system that uses low-loaded activated sludge technology, with high-efficiency moving aeration chains that suspend submerged fine-bubble diffusers, and a simple basin construction. The moving aeration chains improve mixing efficiency, mixing the aeration volumes associated with 30-70 day sludge age treatment. There are two sludge holding tanks in which Alum is introduced to remove suspended solids and the clear-water is decanted as necessary. The sludge is hauled and disposed of once a year. The effluent from the system is disinfected using ultraviolet light before being discharged into the Kokosing River south of the WWTP.

Figure 6-4a: The Village of Chesterville WWTP



6.4.2 The Wenmor Development Inc. WWTP

The plant is owned and operated by the Wenmor Development Inc. via a contract with Kincaid Wastewater Service. It was constructed in approximately 1995 and is located off CR 252 southeast of the Wenmor Development as shown on Figure 6-4b. The WWTP is rated for an average daily flow of 25,000 GPD and has a permitted capacity of 25,000 GPD, with an average daily flow of about 10,000 GPD.

The treatment facility is an extended aeration package plant with an equalization tank. The operation screens raw wastewater via a 3,500 gallon trash trap and then introduces it to a mechanically aerated tank with two mixed media clarifiers. The package mechanical plant discharges continually. The effluent from the system is disinfected using chlorine contact before being discharged into the Kokosing River south of the WWTP.

Figure 6-4b: The Wenmor Development Inc. WWTP

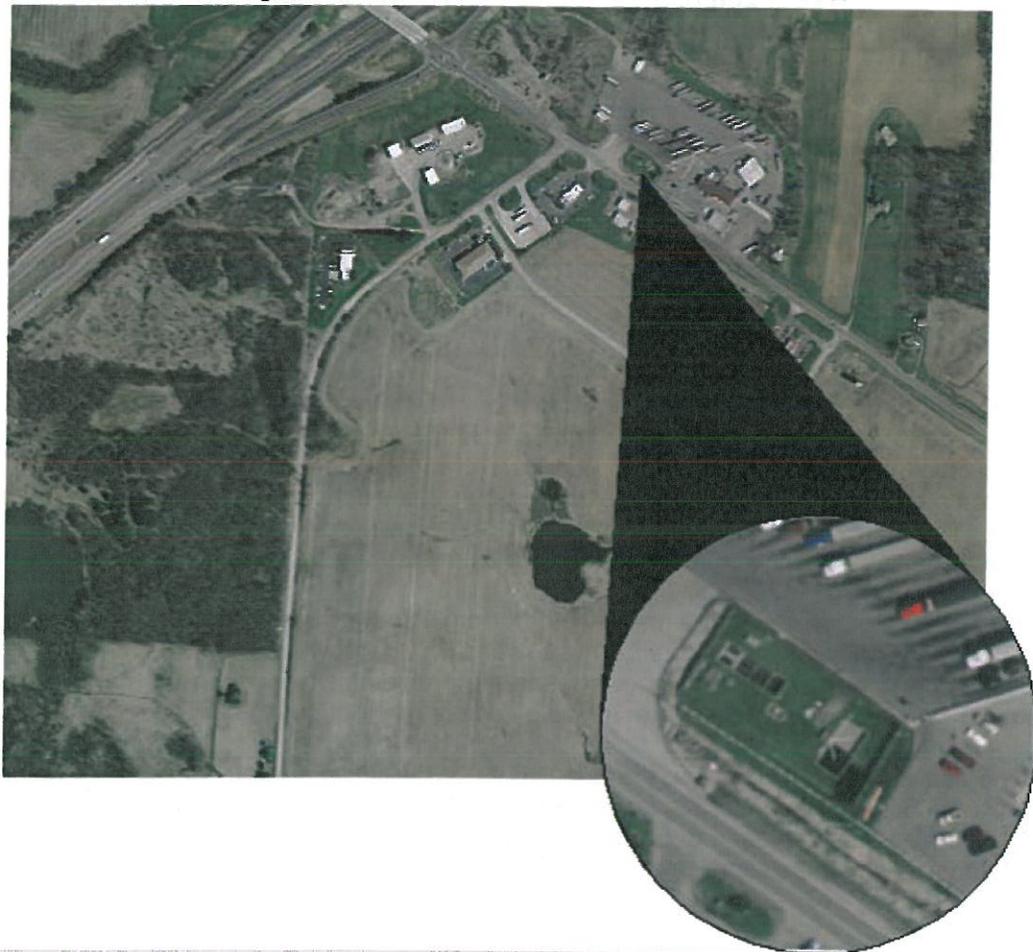


6.4.3 Duke – Mt. Gilead Travel Plaza WWTP

The plant is owned and operated by the Duke & Duchess Travel Plaza via a contract with Kincaid Wastewater Service. It was constructed in approximately 1990 and is located off SR 95 immediately east of the interchange as shown on Figure 6-4c. The WWTP is rated for an average daily flow of 20,000 GPD and has a permitted capacity of 26,000 GPD, with an average daily flow of about 1,500 GPD.

The treatment facility is an extended aeration package plant without an equalization tank. The operation screens raw wastewater via a 3,500 gallon trash trap and then introduces it to a mechanically aerated tank with two fixed media clarifiers. The package mechanical plant discharges continually. The effluent from the system is disinfected using chlorine contact before being discharged into the roadside ditch, an un-named tributary of the Kokosing River south of the WWTP.

Figure 6-4c: Duke – Mt. Gilead Travel Plaza WWTP



6.4.4

The remaining package plants and treatment facilities are not considered further as part of this report. The services to these properties are expected to be re-routed into the selected option for feasible regionalization.

7.0 BASIS OF DESIGN

7.1 General

The planning area is expected to grow as a result of a new land use plan developed by the Morrow County Economic Development department and the advent of this project. The projected future land use within the project area is summarized in Table 7-1. Residential growth is expected at a similar rate to that of the surrounding townships and county growth rates. The growth is also expected to continue to generally split off of agricultural land and follow the state routes, township roads, and county roads in a linear manner. Commercial and industrial growth is projected through 2032 based on the new land use plan. Special Use properties are not projected to grow in the planning area. It is expected that agricultural use will remain as the predominant use in the overall planning area.

TABLE 7-1 PROPOSED LAND USE (PROJECTED to 2032)		
Land Use	Size (Acres)	Percent of Planning Area
Residential (Low Density)	1017	17.6
Commercial	175	3.0
Industrial	323	5.6
Agricultural	2718	47.1
Incorporated Village of Chesterville	79	1.4
Woodlands	1086	18.8
Streams	194	3.4
Special Use (Parks/Camps)	182	3.2

7.2 Population

Morrow County has experienced a steady rate of growth from 1940 to 2000, with a spike between 1970 and 1980 of almost 20%. Per estimates from the Ohio Department of Development (ODOD), the population in the county is expected to grow at a more moderate rate. The ODOD projects the unincorporated area of Chester Township to grow at a much higher rate than the rest of Morrow County. The village of Chesterville experienced a negative growth rate from 1990 to 2000, however the ODOD projects a growth rate comparable to the rest of the county in the future.

It is reasonable to assume that a major factor for projected growth in Chester Township is related to expected growth around the intersection of I71 and SR95. However, growth in this area is currently restricted due to the lack of public sewers and the problems associated with malfunctioning on-site treatment systems. This should be reversed by construction of public sewers.

As recorded in the 2000 Census, the population for the unincorporated area of Chester Township was 1,462. The population for the incorporated area of Chesterville was 193. As detailed above the study area also includes parts of Franklin and Harmony townships respectively. As recorded in the 2000 Census, the population for Franklin Township was 1,410 and for Harmony Township was 2,040.

The projections for population growth in Morrow County, the village of Chesterville, and the unincorporated areas of Chester, Franklin, and Harmony Townships have been extrapolated to estimate the total Service Area population in 2012. The estimated service area population in 2012 is 511. By 2032, it is anticipated that the Service Area population will grow to an estimate of 617. Table 7-2a summarizes the population projections used in this study.

TABLE 7-2a POPULATION PROJECTIONS						
Year	Morrow County	Village of Chesterville (Inc.)	Chester Twp. (Uninc.)	Franklin Twp.	Harmony Twp.	Service Area
1940	15,646	188	Data Not Avail.	DNA	DNA	DNA
1950	17,168	208	DNA	DNA	DNA	DNA
1960	19,405	275	651	766	696	DNA
1970	21,348	264	728	730	775	DNA
1980	26,480	242	1,041	918	1,338	DNA
1990	27,749	286	1,327	972	1,594	DNA
2000	31,628	193	1,462	1,410	2,040	DNA
2010	34,410	206	2,120	1,509	2,149	501
2012	34,892	209	2,221	1,530	2,175	511
2020	36,890	220	2,673	1,616	2,284	555
2030	38,650	233	3,339	1,712	2,399	606
2032	39,029	236	3,491	1,732	2,424	617
2040	40,583	247	4,174	1,815	2,523	664
2050	42,612	261	5,217	1,924	2,654	726
2052	43,029	264	5,455	1,946	2,681	739

Table 7-2b shows that the service area is expected to continue to develop in the same slow pattern as the last 20 years. Growth could be enhanced, with the possibility of a wastewater collection and treatment system.

TABLE 7-2b DISTRIBUTION OF POPULATION PROJECTIONS			
Year	Service Area		
	Population	Households	Persons/ Household*
2012	511	186	2.74
2032	617	225	2.74
2052	739	270	2.74

* Based on the Morrow County average per 2000 census as published by the ODOH.

7.3 Wastewater Flows

The projected wastewater flows can be calculated from the estimated number of EDU or from empirical average daily flow (ADF) projections. An equivalent dwelling unit is equal to one typical household. For this study, 400 gal/EDU was used to calculate the flow for each residential property; this number includes the estimated influence of collection system inflow and infiltration on the volume of wastewater. ADF projections for future non-residential properties were estimated using the property area and historical wastewater generation values. The ADF's vary based on the anticipated land use, reflecting differences in the extent of industrial and commercial wastewater generation within each service area. Again, this number includes the estimated influence of collection system inflow and infiltration on the volume of wastewater.

7.3.1 Start-up Wastewater Flow

Flow estimates were developed for the planning area based on two separate service areas. The first being the area in the vicinity of the interchange and the SR 95 corridor generally northwest of Sylvester Run. The second being the village of Chesterville and the SR 95 corridor generally southeast of Sylvester Run. These areas are shown in Figure 7-3a and 7-3b.

7.3.1.1 Interchange Wastewater Flow (2012)

The 2012 wastewater flow estimates for existing commercial properties near the interchange area (109 acres) are based on the flow projections in Table 7-3a.

TABLE 7-3a EXISTING AVERAGE DAILY FLOW PROJECTIONS (interchange area)			
Property	Estimated GPD per Person	Estimated GPD	Estimated EDU
Wendys	50 per seat	4,000	10
McDonalds	50 per seat	4,000	10
Subway	50 per seat	2,000	5
Gathering Inn Restaurant	35 per seat	1,750	4.4
Best Western	100 per unit	3,300	8.25
Knights Inn	100 per unit	4,400	11
Marathon Gas Station	1000 first bay 500 additional bay	2,500	6.25
Duke & Duchess Gas Station	1000 first bay 500 additional bay	2,500	6.25
Sunoco Gas Station	1000 first bay 500 additional bay	2,500	6.25
Shell Gas Station	1000 first bay 500 additional bay	2,500	6.25
ODOT Highway Garage	20 per employee	2,000	5
Ohio Department of Highway Patrol	20 per employee	1,000	2.5
Nutrena Feeds	20 per employee	100	1
C&J Storage	20 per employee	100	1
Pit Stop Carryout	20 per employee	100	1
Mt. Gilead KOA Campground	50 per space	6,850	17.13
TOTAL		39,600	101

It is anticipated that six residences will be included in the initial start up of the proposed system. Using the flow projection 400 gal/EDU established above, residential flow northwest of Sylvester Run is estimated to be 2,400 GPD.

The total estimated wastewater ADF for the interchange area is 42,000 GPD. The total estimated EDU for the interchange area is 107. Figure 7-3a shows the anticipated service area near the interchange in 2012.

Figure 7-3a: Interchange Service Area (2012)



7.3.1.2 Village of Chesterville Wastewater Flow (2012)

The 2012 wastewater flow estimate for the village is based on historical data from the village WWTP compared to empirical design projections for the current service area. The village currently serves 90 residential properties and 10 non-residential properties, a few of which are outside the village corporation limits. Figure 7-3b shows the anticipated service area for the village WWTP in 2010. The total service area within the village is 473 acres, with an additional 379 acres outside the village, in which, most of this area is the Buckhorn Children's Center. Of the 10 non-residential properties; 4 are considered to be multiple EDUs and they are the following:

Highland North Elementary School	*12 EDUs
*The Highland North Elementary School is expected to close prior to the 2012 School Year.	
Morrow Manor Nursing Center	46 EDUs
Town Hall	2 EDUs
Buckhorn Children's Center of Ohio	**10 EDUs
**The Buckhorn Children's Center of Ohio was recently connected to the system in the summer of 2010.	

The village is expected to service 154 EDUs by the end of 2012.

TABLE 7-3b 2012 VILLAGE OF CHESTERVILLE ADF PROJECTION	
Evaluation Type	GPD
2009 Historical Data	21,500
Ohio EPA - 400 gal/EDU	66,400
Empirical Data Projection	20,700*

*Empirical Data for the Highland North Elementary School is subtracted and Buckhorn Children's Center of Ohio is added to historical flow data.

Figure 7-3b: Village of Chesterville Service Area (2012)



The total start up (2012) flow estimate for the regional service area is the combined total from sections 7.3.1.1 and 7.3.1.2 above. The estimated flow is 62,700 gpd.

7.3.2 Future Wastewater Flow (2032)

Future residential wastewater flow is projected using the growth rate established in section 7.2 above and an average 400 gpd/EDU. The flow projections for future non-residential land use properties have been generated based on the average flow from an empirical acreage factor or a square footage factor respectively. The ADF's are based on the flow criteria in Table 7-3c.

TABLE 7-3c NON-RESIDENTIAL FLOW CRITERIA		
Land Use	GPD/Acre	GPD/Sq. Ft.
Small Retail	1,500	0.115
Large Commercial	1,500	0.153
Industrial	2,000	0.153

Generally, it is expected the proposed sewer system will expand in the future. We anticipate the expansion in the interchange area north to residential properties along CR121 & CR98. We can also anticipate the village system to expand along SR314 to service a number of residential properties north to CR121.

7.3.2.1 Interchange Wastewater Flow (2032)

The 20 year wastewater flow projection for non-residential properties near the interchange area is based on the development of the county's Land Use Plan. The following table 7-3d indicates the increased development and ADF expected per land use in 2032.

TABLE 7-3d ESTIMATED NON-RESIDENTIAL FLOW		
Land Use	Acre	GPD
Small Retail	53	70,000
Large Commercial	80	141,000
Industrial	323	508,000

Based on the Land Use Plan, no additional residences are anticipated near the interchange area, however, it can be expected that the system will expand to accept surrounding properties. Figure 7-3c shows the projected service area in 2032. It is expected the system will expand to service approximately 40 current residences. Included in the expansion is another 18 new residences expected from the anticipated population growth as shown in table 7-2a. The total start up estimated wastewater ADF for the interchange area is 42,000 GPD as established in section 7.3.1.1 above. When combined with the future ADF projections for residential and non-residential properties for 2032, the wastewater flow for the interchange area is estimated to be 784,200 GPD.

Figure 7-3c: Interchange Service Area (2032)



7.3.2.2 Village of Chesterville Wastewater Flow (2032)

As with the system in the interchange area, we expect the village's system will expand to accept surrounding properties. Figure 7-3d shows the projected service area in 2032. It is expected the system will expand into the unincorporated area surrounding the village to service approximately 52 existing residences and an additional 2 commercial properties. Included in the expansion is another 23 new residences expected from the anticipated population growth as shown in table 7-2a. Additionally the village is projected to grow by approximately 10 properties by 2032. The additional flow to the village is 36,400 GPD. The total 2032 wastewater flow estimate is 57,100 GPD.

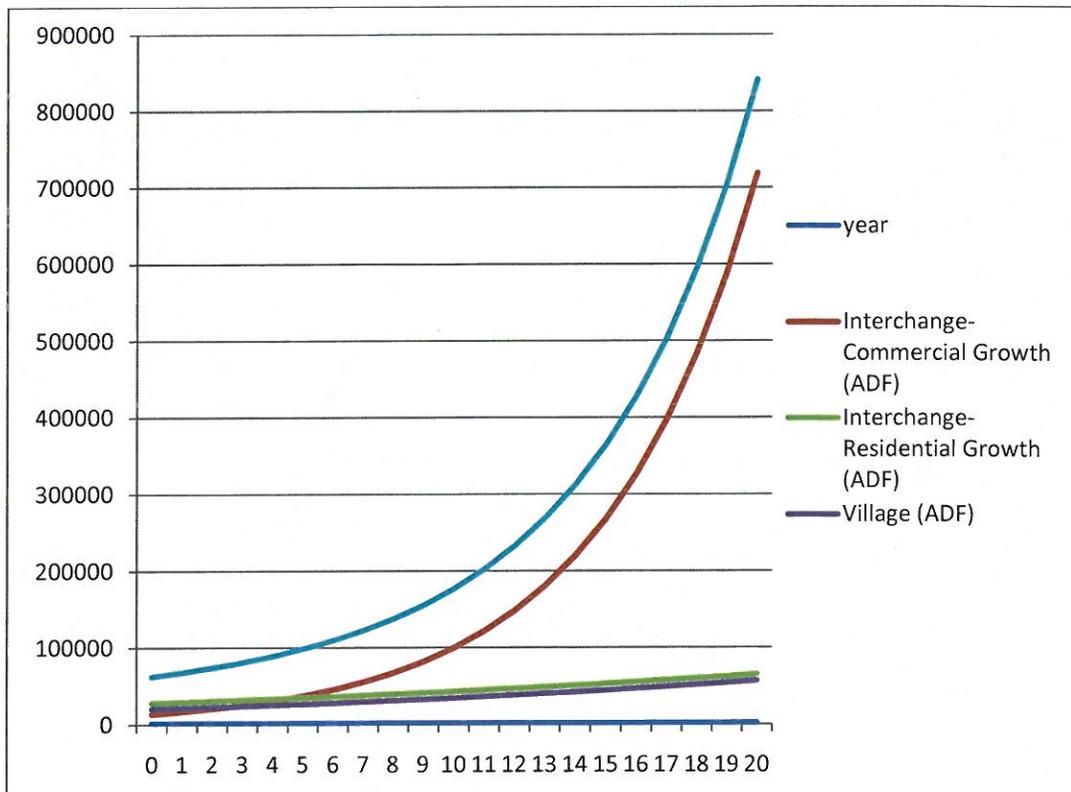
Figure 7-3d: Village of Chesterville Service Area (2032)



The total projected flow for the regional service area in 2032 is the combined total from sections 7.3.2.1 and 7.3.2.2 above. The estimated flow is based on the population projections in section 7.2 above and a gradual but total build out of the land use plan for the interchange, as developed by Morrow County. The growth will generally follow a compounding growth curve as shown in table 7-3e and figure 7-3e below.

TABLE 7-3e AVERAGE DAILY FLOW (ADF) PROJECTIONS				
Year	Interchange- Commercial Growth (ADF)	Interchange- Residential Growth (ADF)	Village (ADF)	Total (ADF)
2012	13,800	28,200	20,500	62,500
2017	37,076	34,780	26,480	98,340
2022	99,610	42,890	34,210	176,710
2027	267,619	52,880	44,200	364,700
2032	719,000	65,200	57,100	841,300

Figure 7-3e: Average Daily Flow (ADF) Projections



7.4 Wastewater Characteristics

Most of the customers within the proposed interchange sewer district will be commercial or industrial establishments. It is therefore assumed that average characteristics of wastewater flowing from the interchange area will be the normally accepted values for undiluted commercial and industrial wastewater and will include the following:

<u>Parameter</u>	<u>Average Strength</u>
BOD	400 mg/l
Suspended Solids	440 mg/l
Ammonia	60 mg/l
Phosphorus	20 mg/l

Influent loadings to the non-regional treatment alternatives considered in Section 9.0 have been calculated on the basis of these assumed values and projected wastewater flows.

The regionalization options considered in Section 9.0 includes the village of Chesterville. The influent wastewater concentrations for village are estimated based on the following typical values for domestic wastewater concentrations:

<u>Parameter</u>	<u>Average Strength</u>
BOD	200 mg/l
Suspended Solids	220 mg/l
Ammonia	15 mg/l
Phosphorus	20 mg/l

For the regional options the influent load concentrations have been calculated based on a weighted average of the startup flows. The weighted average wastewater characteristics used for the regional treatment options are based on the following assumed values and projected wastewater flows:

<u>Parameter</u>	<u>Average Strength</u>
BOD	320 mg/l
Suspended Solids	350 mg/l
Ammonia	40 mg/l
Phosphorus	15 mg/l

8.0 WASTEWATER COLLECTION ALTERNATIVES

The alternatives, as presented below, cover the range of available and feasible collection techniques for the immediate needs at the interchange service area. Three alternatives for collection of wastewater from the interchange area were defined and evaluated. All collection alternatives are based on the transport of wastewater to a nearby existing plant, as discussed in Section 9.0. The treatment and or transport of wastewater are included in section 9.0. Expansion of the collection system around the village of Chesterville is not considered as part of this project and therefore has not been evaluated.

8.1 Wastewater Collection Alternative 1 – Gravity Sewers

In a gravity sewer system, sewers must follow the existing topography beginning at the highest elevation in the area to be served. Sewers then drain to the lowest elevation in the area, either by gravity sewers or by pump stations and force mains where required by local topographic conditions. A conceptual gravity sewer system to collect wastewater from the interchange has been developed

8.1.1 Gravity Sewer Alternative 1a

This alternative assumes the acquisition of the existing private sewers in Morrow Meadows with an outlet at a pump station near the existing Wenmor WWTP. Major elements of the gravity sewer system will include the following:

1. Approximately 5,450 lineal feet of 8" sewer line.
2. Approximately 900 lineal feet of 10" sewer line.
3. One Lift Station – located near the entrance to the KOA – Mt. Gilead campground.
4. Approximately 3,000 lineal feet of force main
5. Back-up power source.

The preliminary opinion of probable cost of the gravity sewers is \$781,700. The preliminary opinion of probable construction and project costs for this alternative is summarized in Appendix B. The estimated initial annual O&M cost for this alternative is \$8,000. The Present Worth Analysis is included in Section 11.0.

8.1.2 Gravity Sewer Alternative 1b

This alternative routes the gravity sewer to a pump station near Sylvester Run, approximately 3/4 mile from the village of Chesterville. Major elements of the gravity sewer system will include the following:

6. Approximately 3,025 lineal feet of 8" sewer line.
7. Approximately 5,620 lineal feet of 10" sewer line.
8. One Lift Station – located near the entrance to the KOA – Mt. Gilead campground.
9. Approximately 3,000 lineal feet of force main
10. Back-up power source.

The preliminary opinion of probable cost of the gravity sewers is \$938,500. The preliminary opinion of probable construction and project costs for this alternative is summarized in Appendix B. The estimated initial annual O&M cost for this alternative is \$8,000. The Present Worth Analysis is included in Section 11.0.

8.2 Wastewater Collection Alternative 2 – Low Pressure Sewers

In a low pressure sewer system, wastewater flows under pressure, and sewers do not need to follow the existing topography. Low pressure sewers can be installed at a standard depth below the surface, or at a variable depth as local conditions may dictate. The pressure to convey wastewater is induced by grinder pumps located on the premises of each individual customer or small cluster of customers. Low pressure sewers are smaller diameter pipes than comparable gravity sewers.

A major difficulty of pressure sewer systems as compared with gravity sewers is the issue of installation, ownership and responsibility of the grinder pump units. In general, it is considered to be correct public policy that the grinder pumps are procured, installed, and maintained by the public sewer agency. However, this requires extensive acquisition of easements so that the government-funded work is not done on private property. Each grinder pump also requires connection to the property-owner's electrical supply, and the operation of the pressure system is therefore vulnerable to any problems in which might exist in individual household circuits, as well as system-wide power outages. This option may be considered for the individual residents as they tie into the system, however, due to the commercial and industrial nature of the service area this option is not feasible as an all inclusive solution. Therefore, this option has not been evaluated further.

8.3 Wastewater Collection Alternative 3 – Minimum Grade Effluent Sewers

In a minimum grade effluent sewer system, wastewater is discharged from each residence into a septic tank for collection and treatment of solids. The effluent from the septic tank is then piped to a small diameter trunk sewer, which conveys the wastewater to the proposed Wastewater Treatment Plant.

The minimum grade effluent sewers utilize gravity for conveyance with typical pipe sizes ranging from 2 to 8 inches. Excavation costs are reduced and manholes are not necessary. Effluent is free of solids and grease.

The minimum grade effluent sewers layout is dependent upon topography for its usefulness. On-site septic tanks are needed for each customer. The public sewer agency must include the equipment necessary to remove the accumulated solids from the septic tanks on a routine basis. The treated effluent is a corrosive, septic liquid. Treatment of the septic effluent would be a unique challenge for the wastewater treatment facility.

This option has not been evaluated further, due to the commercial and industrial nature of the service area it is not feasible as an all inclusive solution. However, it may be considered for the individual residents as they tie into the system.

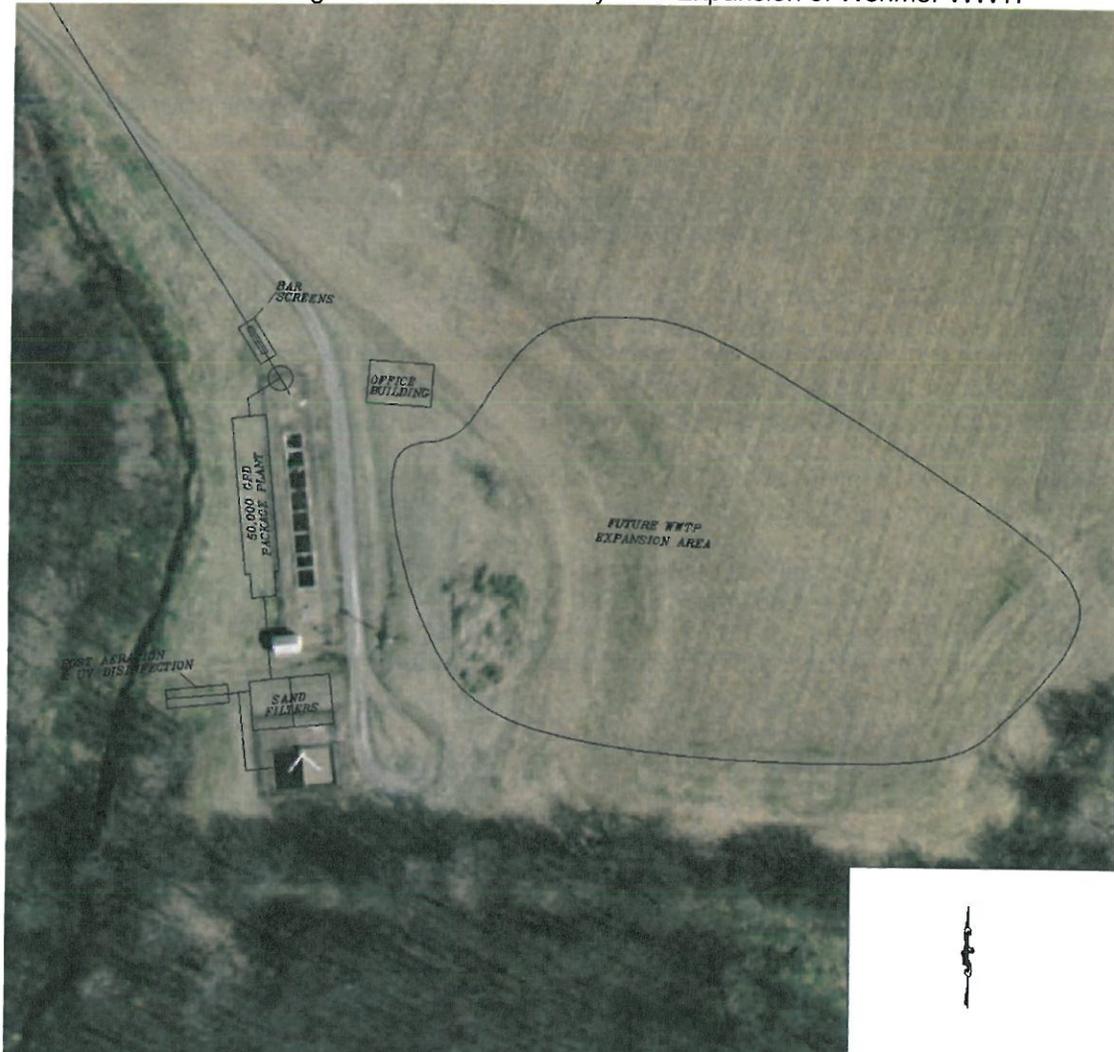
9.0 WASTEWATER TRANSPORT AND TREATMENT ALTERNATIVES

Four alternatives for the immediate treatment of wastewater from the interchange area were defined and evaluated. These alternatives include conveyance and treatment at an upgraded and publicly owned Wenmor WWTP, conveyance and treatment at an upgraded and publicly owned Duke – Mt. Gilead Travel Plaza WWTP, conveyance and treatment at the Chesterville WWTP, and a new regional WWTP. The suitability of each alternative was examined for a start up average design flow of 42,000 gpd with a peak flow of 168,000 gpd.

9.1 Wastewater Treatment Alternative 1 – Acquire and Expand the Wenmor WWTP

A regional wastewater treatment alternative is to convey all wastewater from the interchange area to the Wenmor Wastewater Treatment Plant located approximately one half mile from CR 252. Since the Wenmor plant is privately owned; the County will have to purchase the plant and assume the management, operations and maintenance of the plant. A utility building will need to be constructed to provide storage and a laboratory for minor analysis. The plant and site are situated for relatively easy and necessary immediate expansion and future expansion.

Figure 9-1: Schematic Layout – Expansion of Wenmor WWTP



The preliminary opinion of probable project cost for this alternative is \$729,700. The estimated initial annual O&M cost is \$45,000. The preliminary opinion of probable construction and project costs are included in Appendix C. The Present Worth Analysis is summarized in Section 11.0.

9.2 Wastewater Treatment Alternative 2 – Acquire and Expand the Duke – Mt. Gilead Travel Plaza WWTP

Another wastewater treatment alternative is to convey the wastewater west of I71 to the Duke – Mt. Gilead Travel Plaza Wastewater Treatment Plant located approximately one quarter mile from I71 and north of SR95. Since the plant is privately owned; the County will have to purchase the plant and assume the operations of the plant. The existing sludge holding tank is failing and will have to be replaced and a small utility building should be considered to provide storage and a laboratory for minor analysis.

A potential problem with this option is the plant is extremely limited to expansion. Therefore, future flows west of I71 will have to be routed to another treatment option. For this reason, we have not evaluated this option further.

9.3 Wastewater Treatment Alternative 3 – Conveyance and treatment of all wastewater at the Chesterville WWTP

Another regional wastewater treatment alternative would be to convey the wastewater to the Chesterville Wastewater Treatment Plant. The village of Chesterville built their WWTP in 2003 around a 90,000 gpd Parkson Biolac system which is a versatile, expandable facility from influent screening to final discharge. The advantage to regionalize is that the treatment system is currently in operation, flowing only approximately 20,000 gpd. The system can use the additional wastewater flow from the interchange area to increase operating efficiency.

The initial plan in 2002 laid out areas for one additional Biolac system and two sand filter beds. The system is expandable by adding additional aeration tanks, clarifiers and sludge holding tanks as necessary. If more extensive expansion is necessary, the existing tanks can be modified and used as either equalization basins or sludge holding tanks, etc. The Chesterville WWTP is currently staffed to accept additional wastewater flow to its facility.

The preliminary schematic layout of the Chesterville WWTP is shown in Figure 9-3. Major elements of the transport system will include the following:

1. Approximately 9,225 lineal feet of 6" force main.
2. One Lift Station – located near the Wenmor WWTP.
3. Upgrades to Pump Station #1 on West Street in the village of Chesterville.
4. Upgrades to the existing WWTP for sludge handling and a backup generator.
5. Back-up power source.

Figure 9-3: Preliminary Schematic Layout – Future Expansion of Chesterville WWTP



The preliminary opinion of probable project cost for this alternative is \$762,500. The estimated initial annual O&M cost is \$11,000. The preliminary opinion of probable construction and project costs are included in Appendix C. The Present Worth Analysis is summarized in Section 11.0.

9.4 Wastewater Treatment Alternative 4 – Convey and Treat the interchange wastewater at the Chesterville WWTP (not including the Wenmor Development).

A non regional wastewater treatment alternative is to utilize both WWTPs in the regional area. The un-serviced interchange properties and any new development will be transported to the Chesterville WWTP. The existing Wenmor Plant will continue to operate just as it does today with no disruption. Major elements of the transport system will include the following:

1. Approximately 3,150 lineal feet of 6" force main.
2. One Lift Station – located near Sylvester Run.
3. Upgrades to Pump Station #1 on West Street in the village of Chesterville.
4. Upgrades to the existing WWTP for sludge handling and a backup generator.
5. Back-up power source.

The estimated project cost for this alternative is \$422,500. The estimated initial annual O&M cost is \$11,000. The preliminary opinion of probable construction and project costs are included in Appendix B. The present worth analysis is summarized in Section 11.0.

10.0 COMBINED COLLECTION AND TREATMENT ALTERNATIVES

The final project recommendation will encompass a combination of one each, of the collection and treatment alternatives, discussed in the above sections 8 and 9, respectively. This section will provide the options for the combined project.

10.1 Purchase of the Wenmor WWTP and treatment of all wastewater from the interchange.

This option combines collection alternative 1a with treatment alternative 1. The estimated project cost for this alternative, including the purchase of the Wenmor Plant is \$1,511,400. The estimated initial annual O&M cost is \$53,000. The present worth analysis is summarized in Section 11.0.

10.2 Assume management of the Chesterville WWTP and treat all wastewater from the service area.

This option combines collection alternative 1a with treatment alternative 3. This will require a "Wastewater Management Agreement" between the county and village. In this type of agreement, the village would agree to allow the county to operate, maintain, expand and administer the sanitary sewer collection and treatment system. The agreement would be set up as a perpetual agreement to be terminated only at the express, written agreement of both parties. The village would maintain the current debt service for the existing plant but relinquish all operation, maintenance and replacement funds to the county for future operations. The county would collect the debt service from the village residents on behalf of the village and create a payment plan back to the village for use on the debt service.

The estimated project cost for this alternative is \$1,544,200. The estimated initial annual O&M cost is \$64,600. The present worth analysis is summarized in Section 11.0.

10.3 Treat all wastewater from the service area at the Village owned and operated Chesterville WWTP.

This option again combines collection alternative 1a with treatment alternative 3. This will require a "Cooperative Wastewater Discharge / Treatment Agreement" between the county and village. In this type of agreement, the parties will establish the grounds for tap fees, monthly treatment rates, and future expansion needs. The village would maintain management, operations and maintenance of the existing facilities. The village would bill the county at a negotiated monthly rate. The county would collect from the unincorporated users to pay for the county's debt service and operation and maintenance of the collection system.

The estimated project cost for this alternative is \$1,544,200. The estimated initial annual O&M cost is \$19,000. The present worth analysis is summarized in Section 11.0.

10.4 Treat new wastewater from the service area at the Village owned and operated Chesterville WWTP and leave the Wenmor WWTP in operation.

This option again combines collection alternative 1b with treatment option 4. This will still require a "Cooperative Agreement" between the county and village similar to the one described in section 10.3 above.

The estimated project cost for this alternative is \$1,361,000. The estimated initial annual O&M cost is \$19,000. The present worth analysis is summarized in Section 11.0.

11.0 PRESENT WORTH ANALYSIS

11.1 General

The present worth of the wastewater collection alternatives presented in Section 8.0, the wastewater treatment alternatives presented in Section 9.0 and the combined alternatives in Section 10.0 have been calculated to compare the alternatives and determine the most cost-effective wastewater collection and treatment option for the service area. The methodology for computation of present worth considers both initial capital cost of facilities and the ongoing periodic costs for labor, utilities, maintenance, replacement and etc., required to operate the facilities. These future costs are then expressed in terms of current dollar equivalents by use of an assumed interest rate, which is intended to reflect the time value of borrowed capital. In this way, the true cost of different alternatives over the projected life of facilities can be normalized and compared. For the purpose of the present worth analysis presented in this Report, the useful life of facilities was assumed to be 20 years and the interest rate was assumed to be 2.7% based on. Power costs were assumed to be \$0.10 per kilowatt-hour. Labor costs were assumed to be \$17 per hour per employee.

11.2 Wastewater Collection Alternatives

As discussed in Section 8.0, three wastewater collection system alternatives were evaluated. These alternatives include gravity sewers, low pressure sewers, and minimum grade effluent sewers. The present worth calculations for each wastewater collection alternative are presented in Appendix D. The results of the computations are summarized in Table 11-2.

TABLE 11-2 PRESENT WORTH ANALYSIS OF WASTEWATER COLLECTION ALTERNATIVES			
Alternative	Project Cost	Initial O&M Cost	Present Worth Cost
Gravity Sewer – Alternate 1a	\$781,700	\$8,000	\$756,600
Gravity Sewer – Alternate 1b	\$938,500	\$8,000	\$874,600
Low Pressure Sewers	N/A	N/A	N/A
Minimum Grade Effluent Sewers	N/A	N/A	N/A

11.3 Wastewater Transport and Treatment Alternatives

In Section 9.0, four transport and treatment alternatives for wastewater generated by the Service Area are identified. These alternatives include conveyance and treatment at an upgraded and publicly owned Wenmor WWTP, conveyance and treatment at an upgraded and publicly owned Duke – Mt. Gilead Travel Plaza WWTP, conveyance and treatment at the Chesterville WWTP, and one other variation of these alternatives. The present worth calculations for each treatment alternative are presented in Appendix E. The results are summarized in Table 11-3.

TABLE 11-3 PRESENT WORTH ANALYSIS OF WASTEWATER TREATMENT ALTERNATIVES			
Alternative	Project Cost	Initial O&M Cost	Present Worth Cost
Convey and Treatment at Wenmor	\$ 729,700	\$ 45,000	\$ 1,477,200
Convey and Treatment at Travel Plaza	N/A	N/A	N/A
Convey and Treatment at Chesterville	\$ 762,500	\$ 11,000	\$ 866,700 *
Convey and Treatment at Chesterville	\$ 422,500	\$ 11,000	\$ 626,300 *

*Present Worth Estimates do not include potential tap fees or treatment costs to the village.

11.4 Combined Collection and Treatment Alternatives

In Section 10.0, four combined collection and treatment are identified. These alternatives include:

1. Purchase of the Wenmor WWTP and treatment of all wastewater from the interchange.
2. Assume management of the Chesterville WWTP and treat all wastewater from the service area.
3. Treat all wastewater from the service area at the Village owned and operated Chesterville WWTP.
4. Treat new wastewater from the service area at the Village owned and operated Chesterville WWTP and leave the Wenmor WWTP in operation.

The present worth calculations for each combined alternative are presented in Appendix E. The results are summarized in Table 11-4a.

TABLE 11-4a PRESENT WORTH ANALYSIS OF COMBINED ALTERNATIVES			
Alternative	Project Cost	Initial O&M Cost	Present Worth Cost
Alternative No. 1	\$ 1,511,400	\$ 53,000	\$ 2,233,800
Alternative No. 2	\$ 1,544,200	\$ 64,600 *	\$ 3,241,400 **
Alternative No. 3	\$ 1,544,200	\$ 19,000	\$ 2,202,533 ***
Alternative No. 4	\$ 1,361,000	\$ 19,000	\$ 1,841,378 ***

*Initial O&M Cost analysis includes an estimate for the operation of the Chesterville WWTP.

**Combined Present Worth analysis includes an estimate for the operations and the village's current debt service for the Chesterville WWTP.

***Combined Present Worth analysis includes tap and treatment fees to the village of Chesterville.

These alternatives each have a different number of estimated EDUs, respectively. Table 11-4b tabulates the estimated average equivalent annual cost per EDU for a representative comparison of the combined alternatives.

TABLE 11-4b AVERAGE EQUIVALENT ANNUAL COST OF COMBINED ALTERNATIVES			
Alternative	Average Annual Cost	EDU	Annual Cost / EDU
Alternative No. 1	\$ 145,979	107	\$ 1,364
Alternative No. 2	\$ 209,001	261	\$ 801
Alternative No. 3	\$ 143,936	107	\$ 1,345
Alternative No. 4	\$ 120,334	65	\$ 1,851

12.0 RECOMMENDED PLAN

12.1 General

As EPA constraints have increased over the past several years, the Morrow County Commissioners have had to change their philosophy to include providing public wastewater systems. The commissioners have recently decided to pursue the installation of the wastewater system for the I71 and State Route 95 interchange area. The conceptual land use plan for an industrial park at the interchange was created to promote future development and is a driving factor behind this effort. The Commissioners are focused on developing a wastewater system that will be economically feasible and viable for serving the most customers.

As discussed in Section 7.0 Basis of Design, the area is expected to grow as a result of the efforts of the Morrow County Development Office. With the expected growth, it is important to evaluate and provide recommendations that are best for today as well as the future.

12.2 Near Term

The key goal of the near term solution is to provide wastewater service to the west side of the I71/SR 95 Interchange. Secondly, the solution should solve the current OEPA violations at the campground, while providing a feasible alternative to the costly and aging wastewater systems on the east side of the interchange.

The present worth analysis and average equivalent annual cost per EDU as shown in table 11-4b above, indicate combined alternative 2, to assume management of the Chesterville WWTP and treat all wastewater from the service area is the preferred alternative.

Table 12-2a presents a summary of preliminary opinion of probable project costs to construct the preferred alternative.

TABLE 12-2 PROJECT COST	
Item	Costs
Construction	\$1,069,300.00
Contingencies	\$106,900.00
Easements/Right of Ways	\$31,000.00
Land and Asset Acquisition	\$180,000.00
Technical Services / Permitting	\$157,000.00
TOTAL	\$1,544,200.00

We recommend the commissioners begin discussion with the village of Chesterville to enter a "Wastewater Management Agreement" between the county and village.

12.3 Midterm and Long Term

The goal for growth at the intersection must be considered when planning the mid to long term wastewater system for the regional area. For this reason, the ability for expansion of the existing system and WWTP will be imperative. We feel, the recommendation for the Near Term plan also allows the county to have the most flexibility for future expansion. The Chesterville WWTP is on land situated for future expansion and the proposed near term collection system should be designed so it can expand with minor improvements to the existing lift stations.

12.3.1 Mid & Long Term Sewer Expansion

Much of the anticipated growth in the service area is expected to fall under two categories. The expansion may occur along established routes to serve clustered homes and or rural commercial properties. Or, it may be development driven based on the Land Use Plan around the interchange. These types of expansion will tend to make extensions of the gravity system relatively easy and cost effective.

The development driven growth expected around the interchange area should be planned with developers early in the development process and should generally follow the proposed streets and roadways as feasibly possible.

Extensions of sanitary sewers along established routes will serve generally well populated rural routes with either clusters of homes or many homes in a row. This can be anticipated generally along SR95 and SR314. In the mid-term these extensions are expected to occur in the following areas:

1. Along SR314 north of Chesterville, possibly to Center Corners – Fredericktown Road (CR 121).
2. Along SR95 west of Chesterville and to the collection system in interchange area.
3. Along SR95 west of the near term interchange area, up to and including the intersection with CR 121.
4. Near the intersection of CR 121 and Williamsport-Chesterville Road (CR 98) west of I71.

12.3.2 Mid & Long Term WWTP Expansion

If growth of the service area occurs at the rate indicated in Section 7.3.2 above, the Chesterville WWTP will need significant expansion and possibly even total replacement before the end of the study period.

In the original design, there was an area left for one additional Biolac system and two sand filter beds, these areas can be used to potentially add four to five additional Biolac systems. There is also sufficient room to add two to three more Biolac systems south of the existing Biolac system if the post aeration and UV disinfection processes are relocated. As the daily flows increase and the plant expands, a more efficient sludge handling process should be considered. This process will be in place of the previously planned sand filter beds. All of these additions can conceivably make the plant operate at 810,000 gpd, which is about 96% of the fully built out projected flow in Section 7.3.2 above.

As the plant is expanded, the county will need to plan for solids handling, accounting for both the land needed and the additional operations budget. An Equalization (EQ) Basin will

also need to be considered as the system ages and infiltration and inflow issues arise in the collection system.

We feel the known expansion capability yields an appropriate amount of confidence to proceed with this option. If the growth anticipated in Section 7.3.2 occurs as projected it can be expected that it will be largely due to industrial and commercial growth. This type of growth provides a higher revenue stream than residential growth and will allow more flexibility to purchase land or explore other treatment technologies for additional treatment if necessary.

An example Capital Improvement Plan model is shown on page 39 for clarification of the expansion schedule. We recommend the county review all their sewer service areas, growth projections, and overall efficiency of all wastewater facilities on a yearly basis. The results of the review should be used to maintain a functional CIP for the county's wastewater systems annually.

TABLE 12-3 SAMPLE CAPITAL IMPROVEMENT PLAN (CIP)																							
Recommendation	* 2012 Estimate (\$)	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
		1,000	1,027	1,055	1,083	1,112	1,142	1,173	1,205	1,238	1,271	1,305	1,341	1,377	1,414	1,452	1,491	1,532	1,573	1,615	1,659	1,704	
20 Year Capital Improvement Plan (CIP)																							
Interchange Collection System																							
-Initial Construction	(\$781,700)	(\$781,700)																					
-Operation & Maintenance	(\$8,000)	(\$8,000)	(\$8,438)	(\$8,686)	(\$8,900)	(\$9,140)	(\$9,387)	(\$9,640)	(\$9,900)	(\$10,168)	(\$10,442)	(\$10,724)	(\$11,014)	(\$11,311)	(\$11,617)	(\$11,930)	(\$12,252)	(\$12,583)	(\$12,923)	(\$13,272)	(\$13,630)	(\$13,998)	
-10 yr Replacement	(\$15,000)																						
-15 yr Replacement	(\$31,500)																						
Interchange Transport System																							
-Initial Construction	(\$676,000)	(\$676,000)																					
-Operation & Maintenance	(\$11,000)	(\$5,500)	(\$11,602)	(\$11,915)	(\$12,237)	(\$12,567)	(\$12,907)	(\$13,255)	(\$13,613)	(\$13,981)	(\$14,359)	(\$14,746)	(\$15,144)	(\$15,553)	(\$15,973)	(\$16,404)	(\$16,847)	(\$17,302)	(\$17,769)	(\$18,249)	(\$18,741)	(\$19,245)	
-10 yr Replacement	(\$35,000)																						
-15 yr Replacement	(\$88,000)																						
Village WWTP																							
-Initial Construction of Upgrades	(\$66,000)	(\$66,000)																					
-Operation & Maintenance	(\$31,000)	(\$15,500)	(\$32,697)	(\$33,579)	(\$34,486)	(\$35,417)	(\$36,373)	(\$37,356)	(\$38,364)	(\$39,400)	(\$40,464)	(\$41,556)	(\$42,678)	(\$43,831)	(\$45,014)	(\$46,229)	(\$47,478)	(\$48,759)	(\$50,076)	(\$51,429)	(\$52,817)	(\$54,241)	
-New Baffle Unit (50,000 gpd)	(\$600,000)																						
-New Equalization Basin	(\$100,000)																						
-Solids Holding Facility	(\$50,000)																						
-5 yr Replacement	(\$100,559)																						
-10 yr Replacement	(\$370,303)																						
Village Collection System																							
-Operation & Maintenance	(\$15,000)	(\$7,500)	(\$15,405)	(\$16,248)	(\$16,687)	(\$17,137)	(\$17,600)	(\$18,075)	(\$18,563)	(\$19,064)	(\$19,579)	(\$20,108)	(\$20,651)	(\$21,208)	(\$21,781)	(\$22,369)	(\$22,973)	(\$23,593)	(\$24,230)	(\$24,885)	(\$25,556)	(\$26,253)	
-5 yr Replacement	(\$15,000)																						
-10 yr Replacement	(\$30,000)																						
-15 yr Replacement	(\$45,000)																						
Totals		(\$1,576,700)	(\$66,755)	(\$68,557)	(\$70,408)	(\$73,761)	(\$76,267)	(\$78,329)	(\$80,441)	(\$82,613)	(\$84,847)	(\$87,134)	(\$89,487)	(\$91,903)	(\$94,383)	(\$96,927)	(\$99,536)	(\$102,210)	(\$104,950)	(\$107,763)	(\$110,651)	(\$113,614)	(\$116,653)

*2012 Estimate is used as the base year estimate

13.0 FINANCING REQUIREMENTS

The county will need to establish a mechanism for financing the wastewater collection and transport facilities described in this Report for both the near term and mid & long term growth implications.

13.1 Near Term Financing

Public improvements such as the proposed collection system may be financed in several methods available under Ohio laws. The method chosen will depend on who will benefit from the improvements and the ability of the community to assume additional financial indebtedness. These methods for financing capital improvements are discussed below.

13.1.1 Current Revenues

Current revenue, such as revenue generated from general taxation, fees, charges for services, special funds or special assessments may be used to finance improvement projects. The major advantage of this method is that the county would save from paying interest costs on borrowed money, secondarily the county would retain greater budget flexibility for future projects. In this case, this method has a great disadvantage due to the need to have uncommitted cash available.

13.1.2 Reserve Fund Financing

Reserve funds are accumulated in advance for the construction of the project. The accumulation may result from surplus operational revenues that are set aside, depreciation accounts, or from the sale of capital assets.

13.1.3 General Obligation Bonds

General obligation bonds are secured by a pledge of the local government's credit, including its taxing powers. These bonds are retired by a levy against the property, including interest costs over the period of the bond issue or from excess revenues required for the operating expenses of a public sewer utility and of any other bond retirement.

13.1.4 Special Assessments

Special assessments may be levied against all properties within the area served by the improvement. These can be based on an acreage front foot, benefits derived, or tax valuation basis. Special assessments may be paid in cash or by a levy against the property to be paid on an annual basis over the period of the bond issue. Interest costs are included in the assessed amount.

13.1.5 Tax Increment Financing (TIF)

Tax Increment Financing is a tool to use future gains in taxes, such as real estate excise tax, sales tax or property tax to finance capital improvements. This is based on the assumption that a public infrastructure project will increase in the value of surrounding area and often new private investment. The increased value and investment creates more taxable property, therefore the increased revenue is then used to finance debt issued to pay for the project.

13.1.6 Grant/Loan Assistance

A number of grant and loan programs are available through various state and federal agencies. These programs include the following:

Ohio Department of Development – CDBG Water and Sewer Grant

The Ohio Department of Development administers a competitive grant program in which communities can receive up to \$500,000 for eligible water or sewer projects. To qualify for this program, a community must demonstrate by means of a recent income survey or census that it has a low-to-moderate income (LMI) ratio of at least 51%. Applications are accepted on an open-cycle basis. CDBG Water and Sewer Grants must be matched by funds from other sources. The PTI must be obtained from the Ohio EPA before applications will be considered.

Ohio Public Works Commission (OPWC)

Through the state bond supported program, the OPWC provides funding which can include grants, loans, and credit enhancement. Funding is by annual rounds (i.e. Round 24 funds applied for in 2009, Round 25 funds applied for in 2010, etc.). Applications are due to county committees in the summer of each year. The county committees prioritize projects for recommendation to district committees, with funds, for approved projects, generally being committed around July of the following year.

County CDBG Formula Grant Funds

Each county in the State of Ohio administers a program of CDBG Formula Grants for approved projects. Generally, these grants are made on an annual basis at the discretion of the individual county's Board of Commissioners.

Ohio EPA – Water Pollution Control Loan Fund (WPCLF)

The Ohio EPA, through its Division of Environmental and Financial Assistance (DEFA), maintains the WPCLF revolving loan fund. Eligible projects receive loans at a 0% interest rate for up to a 20-year term. Applications are accepted on an open-cycle basis. The district's Median Household Income (MHI) must be below \$45,500 to be eligible for this funding.

Ohio Water Development Authority

The Ohio Water Development Authority (OWDA) maintains a loan program for eligible municipal projects. Loans are made for up to a 30-year term, with an interest rate which is fixed based upon the utility rates for the community. If the area's sewer rate is below 1.5% of the MHI, the interest rate is normally around 5%. However if the area's sewer rate is above 1.5% of the MHI, the interest rate is fixed at 2%. If the County has documentation showing that the present system creates a health risk, the interest rate would be dropped to 1.5%. The OWDA has 50 Million dollars to lend to communities and does not accept application for funding until the project has been bid publicly. Following approval of the Preliminary Engineering Report (PER) and satisfaction of other requirements, funds can be obtained for engineering design if desired.

For example if the MHI is \$45,000 – the monthly utility sewer bill would have to be \$56.25 to be eligible for the 2% money. If the MHI is \$40,000 – the monthly utility sewer bill would have to be \$50.00 to be eligible for the 2% money.

United States Department of Agriculture – Rural Development

The USDA maintains a grant and loan program for eligible rural municipal projects serving areas with a population less than 10,000. Loans are made for up to a 40-year term, with an interest rate which is fixed based upon the service area's MHI. USDA reviews an applicant's rates and cash reserves when determining grant eligibility, single utility rates should be 1.5% of MHI and combined utility rates should be 3.0%. The program is an open cycle, with no maximum dollar amount. The MHI must be below \$44,220.

We recommend the Commissioners apply for grants from the OPWC Issue 1, and the CDBG Water and Sewer Grant and or Formula Grant. Depending on the success of attaining these grants, a second option will be to apply for a USDA RD grant and loan combination. We also recommend the Commissioners apply for loans to leverage the required match funds for the project from the WPCLF DEFA program, OPWC Issue 1, or the OWDA.

We also recommend an initial tap fee be assessed to the new customers in the county jurisdiction. This fee will establish the sewer fund and give the commissioners an initial account balance to operate from. The fee should be established at a reasonable amount per EDU. We recommend a fee between \$500 and \$1,000 per EDU for initial hook ups.

To pay for the debt associated on the loans acquired, we recommend Morrow County use the special assessments method as described above. The assessments should be based on the benefits derived and attached to the monthly sewer bill, and not issued yearly. Calculations have been performed to show the varying fees per EDU based on the recommended financial plan. Table 13-1 shows a few varying options and the associated monthly expense.

TABLE 13-1
WASTEWATER SYSTEM FINANCE OPTIONS

	Scenario 10.1		Scenario 10.2		Scenario 10.3	Scenario 10.4
			County	Village		
CUSTOMERS (EDU)	107		107	154	107	65
TOTAL PROJECT COST	\$ 1,511,400		\$ 1,544,200	\$ -	\$ 1,544,200	\$ 1,361,000
TOTAL ANNUAL OMR	\$ 55,067		\$ 47,815	\$ 41,190	\$ 22,233	\$ 22,233
TOTAL ANNUAL TREATMENT SURCHARGE	\$ -		\$ -	\$ -	\$ 30,660	\$ 18,980
TAP FEES	\$ -		\$ -	\$ -	\$ 110,000	\$ 50,000
FINANCING						
ARC Grant	\$ -		\$ -	\$ -	\$ -	\$ -
CDBG W&S Grant	\$ 300,000		\$ 300,000	\$ -	\$ 300,000	\$ 300,000
CDBG Formula Grant	\$ 100,000		\$ 100,000	\$ -	\$ 100,000	\$ 100,000
OPWC Grant	\$ 300,000		\$ 300,000	\$ -	\$ 300,000	\$ 300,000
OPWC Credit Enh (Interest)	\$ -		\$ -	\$ -	\$ -	\$ -
USDA Grant	\$ -		\$ -	\$ -	\$ -	\$ -
Local Funds (Cash, Tap Fees, Etc.)	\$ 74,900		\$ 74,900	\$ -	\$ 74,900	\$ 74,900
Assume Loan from Village	22	3.28%	\$ -	\$ -	\$ 736,489	\$ -
Ohio EPA Loan	20	0.00%	\$ 436,500	\$ 469,300	\$ -	\$ 286,100
OPWC Loan	30	0.00%	\$ 300,000	\$ 300,000	\$ -	\$ 300,000
OWDA	20	1.50%	\$ -	\$ -	\$ -	\$ -
USDA Loan	40	4.25%	\$ -	\$ -	\$ -	\$ -
Total Financing	\$ 1,511,400		\$ 1,544,200	\$ 736,489	\$ 1,544,200	\$ 1,361,000
ANNUAL DEBT						
Annual current Village Loan Payment	\$ -		\$ -	\$ 47,519	\$ -	\$ -
Annual Ohio EPA Payment	\$ 21,825		\$ 23,465	\$ -	\$ 23,465	\$ 14,305
Annual OPWC Payment	\$ 10,000		\$ 10,000	\$ -	\$ 10,000	\$ 10,000
Annual OWDA Payment	\$ -		\$ -	\$ -	\$ -	\$ -
Annual USDA Payment	\$ -		\$ -	\$ -	\$ -	\$ -
USDA Reserve	\$ -		\$ -	\$ -	\$ -	\$ -
ANNUAL DEBT, OMR & SURCHARGE FEES	\$ 86,892		\$ 81,280	\$ 88,709	\$ 86,358	\$ 65,518
Total Future Mo. Cost Per EDU	\$ 67.67		\$ 63.30	\$ 48.00	\$ 67.26	\$ 84.00
Total Village Loan Payback	\$ -		\$ -	\$ 1,045,412	\$ -	\$ -
Total Ohio EPA Payback	\$ 436,500		\$ 469,300	\$ -	\$ 469,300	\$ 286,100
Total OPWC Payback	\$ 300,000		\$ 300,000	\$ -	\$ 300,000	\$ 300,000
Total OWDA Payback	\$ -		\$ -	\$ -	\$ -	\$ -
Total USDA Payback	\$ -		\$ -	\$ -	\$ -	\$ -

13.2 Mid & Long Term Financing

As discussed in section 12.3 above, mid to long term expansion of the sewer system will be based on commercial growth and population growth in the planning area. There are some additional methods to those above in section 13.1 for financing expansion of the sewer system.

13.2.1 Reserve Account

One important step for financing long term growth is by establishing a well thought out reserve account. A reserve account is set aside to finance future rehabilitation or replacement, or to address system emergencies expenses. Components of a good reserve account are the establishment of the reserve needs. These needs may include debt service, emergency, operating and capital improvement reserves.

13.2.2 Sewer Capacity Charge

Sewage treatment capacity charges are in addition to sewer service billed to customers who connect to the system after an established date by the local authority. This method can help address increasing cost of new capacity with different connection charges for properties connecting after a particular date. It can be complex to administer and the capacity fees must be evaluated frequently with a clear baseline for increased rates.

13.2.3 General Facility Charge

These are one-time fees used to recover a proportionate share of the costs associated with existing and planned infrastructure from newcomers to the County's wastewater system. It is sometimes called a "latecomer fee" or essentially hookup charge as people hook up. The pro rata share of capitalized system costs is imposed as a condition of service and promotes equity between existing and future customers. One drawback is the risk from the County front loading the cost for something it may never recover nor is the county allowed to recover interest "lost" if it would have invested the money in another way.

13.2.4 "Pay as you go"

It is logical to approach sewer extensions with a "pay as you go" financing mechanism. Such extensions are Developer Extensions, where a developer will construct a portion of sewer main within the right of way or utility easement and affronting un-sewered properties.

13.2.5 Economic Development Grants

These grants may be available from the Ohio Department of Development for small expansions if the expansion is done for a specific business enterprise.

We recommend the Commissioners establish Sewer Capacity Charges for new customers connecting after the initial project is complete. The sewer capacity charge is a one-time fee, in addition to but often attached, to a tap fee and paid by a new development or customer. It is intended to reflect the cost of providing capacity in the wastewater system, in this case it will be used for future treatment plan expansion through the Incremental Cost Method. The Incremental Cost Method is a method for determining capacity charges and is based on the cost of future wastewater facilities, for this reason we recommend it to be used to establish the capacity charges. Under this

approach, new users will pay for the incremental investment needed for expansion of the WWTP instead of the existing or initial customer base.

The basic equation for calculating Incremental Cost capacity fee is:

$$\frac{\text{Estimated Value of Expansion Assets}}{\text{Estimated EDU Growth through life cycle (20 year)}} = \$/\text{EDU capacity charge}$$

Since most of the collection system growth will be based around development, we recommend expansion of the collection system be completed under the "Pay as you go" model described above. In this method, it will be important for the county to establish a basic wastewater collection master plan and specifications to ensure proper capacity and design requirements are met. In addition to this measure, we recommend Morrow County pursue Economic Development Grants as they are available to assist individual investment development.

13.3 User Charges

Setting a good rate structure will help the county achieve and maintain a stable financial footing to meet established goals and implement future plans. Rates should be adequate and equitable. Adequate means charging for the actual cost to deliver the service will ensure you earn enough revenue to cover the costs of operation, maintenance, rehabilitation, treatment, and collection, plus maintain sufficient reserve accounts for capital replacement. Equitable means that each class of customer is paying its proportional share of the costs directly influenced by their consumption and/or benefit they are receiving.

13.3.1 Operations and Maintenance (O&M)

Sewer pipes, pumping stations and treatment systems deteriorate through normal use and age. Inspection and testing should be used to gather information to develop a comprehensive O&M program. This will ensure that new and existing wastewater collection and treatment systems serve their intended purposes on a continuing basis. Inspection and testing programs can identify existing or potential problem areas, evaluate the seriousness of problems, and provide clear, concise and meaningful reports regarding problems. A proper O&M program for the system promotes cost-effective performance of the wastewater treatment system over its design life.

The O&M estimate for the recommended project has been provided in the present worth analysis in section 11.4. The O&M portion of the rate structure is based on the average annual O&M cost divided by the total number of EDU's.

13.3.2 Rehabilitation and Capital Replacement

As the wastewater system deteriorates with age, rehabilitation and replacement of certain components will be inevitable. Pumps and treatment process equipment are generally the first items to need replacement and have a useful life of approximately 10 years to 20 years. The estimate for replacement of equipment is included in the present worth analysis in section 11.4. The rehabilitation and replacement portion of the rate structure is based on the present worth of the five, ten, and fifteen year replacement costs divided by the total number of estimated EDU's.

13.3.3 Treatment and Collection System Costs

This is initial investment or the cost of construction of the recommended project. In the case for Morrow County, the rate structure will need to account for the debt retirement, not only for the county, but the existing debt currently being paid by the village of Chesterville. The final amount for the county will be dependent upon the amount of grants secured and the type and rates of the loans needed to complete the project. The annual village debt is approximately \$47,000, which they will be paying for the next 24 years.

Good rate structures are based on good budgets. An example 20 year Budget model is shown on page 46. Annual review of the budget will help ensure the system will continue to earn sufficient revenue to cover the associated costs. The county should keep good records of previous year's expenses and revenues and be sure to adequately fund the system's reserve accounts. Rates can become outdated once they stop generating enough revenue to cover all major expenses and reserves. For this reason, they should be examined annually along with the budget development process to determine if it is time to adjust them.

TABLE 13-3 SAMPLE BUDGET PLAN

	2012 Estimate (\$)	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Annual Inflation Factors	2.02%	1.000	1.027	1.055	1.083	1.112	1.142	1.173	1.205	1.238	1.271	1.305	1.341	1.377	1.414	1.452	1.491	1.532	1.573	1.615	1.659	1.704	
20 Year Budget Schedule																							
Operation & Maintenance																							
Initial Loan Payback(s) Scenario 1		(\$32,500)	(\$66,756)	(\$98,557)	(\$70,408)	(\$72,309)	(\$74,262)	(\$76,267)	(\$78,326)	(\$80,441)	(\$82,613)	(\$84,843)	(\$87,134)	(\$89,487)	(\$91,903)	(\$94,384)	(\$96,933)	(\$99,550)	(\$102,238)	(\$104,988)	(\$107,803)	(\$110,745)	
Village Loan Payback		(\$16,733)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)	(\$33,465)
Average Annual Replacement		(\$23,760)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)	(\$47,519)
Planned Improvements		(\$12,002)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)	(\$24,004)
Total Annual Expenditures		(\$174,900)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)	(\$349,800)
Estimated County EDU's		107,000	126,000	152,000	181,000	213,000	252,000	297,000	349,000	412,000	486,000	574,000	679,000	805,000	955,000	1,136,000	1,354,000	1,616,000	1,933,000	2,316,000	2,779,000	3,339,000	
Monthly Rate per County EDU		\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31	\$63.31
Estimated Village EDU's		154,000	155,000	156,000	157,000	158,000	159,000	160,000	161,000	162,000	163,000	164,000	165,000	166,000	167,000	168,000	169,000	170,000	171,000	172,000	173,000	174,000	
Monthly Rate per Village EDU		\$48.00	\$49.30	\$50.63	\$51.99	\$53.40	\$54.84	\$56.32	\$57.84	\$59.40	\$61.01	\$62.65	\$64.31	\$66.00	\$67.70	\$69.43	\$71.19	\$73.00	\$74.84	\$76.70	\$78.59	\$80.50	\$82.44
Annual Service Revenue		\$64,995	\$188,930	\$210,246	\$236,459	\$263,055	\$296,074	\$333,761	\$376,878	\$426,468	\$483,535	\$549,173	\$624,487	\$710,570	\$808,421	\$919,138	\$1,044,819	\$1,186,574	\$1,346,513	\$1,526,746	\$1,729,393	\$1,957,464	\$2,213,071
Annual Capacity Charge Revenue		\$1,400.00	\$74,900	\$35,000	\$42,000	\$46,200	\$50,000	\$54,000	\$58,200	\$62,800	\$67,800	\$73,200	\$79,000	\$85,200	\$91,800	\$98,800	\$106,200	\$114,000	\$122,200	\$130,800	\$140,000	\$149,800	\$160,200
Total Annual Revenue		\$159,895	\$211,730	\$245,246	\$277,459	\$309,255	\$352,074	\$398,161	\$451,078	\$511,268	\$580,335	\$659,373	\$749,487	\$860,770	\$990,221	\$1,139,938	\$1,311,019	\$1,506,574	\$1,728,716	\$2,078,546	\$2,569,393	\$3,213,071	\$3,973,271
Annual Balance		\$0	\$47,887	\$71,700	\$102,053	(\$535,515)	\$172,824	\$123,295	\$174,214	\$236,069	\$312,384	(\$1,361,552)	\$569,410	\$592,937	\$638,833	(\$724,464)	\$1,233,637	\$1,492,416	(\$1,022,889)	\$2,189,666	\$2,651,325	\$3,210,396	\$3,873,667
1.5% Interest on Surplus		0.015	\$0	\$720	\$1,806	\$3,364	(\$19,854)	(\$6,701)	(\$1,451)	\$2,108	\$5,726	\$10,497	(\$29,306)	(\$5,001)	\$8,652	\$21,364	\$10,918	\$29,485	(\$52,313)	\$37,795	\$71,166	\$112,003	\$170,803
4.5% Interest on (Deficit)		0.045																					
Reserve Account Balance		\$0	\$47,887	\$120,407	\$224,276	(\$307,875)	(\$146,905)	(\$32,251)	\$140,512	\$381,708	\$698,917	(\$111,133)	\$576,803	\$1,424,285	\$1,965,642	\$3,487,544	\$2,516,968	\$4,744,938	\$7,468,880	\$10,789,279	\$14,811,325	\$19,643,729	\$25,287,396

* 2012 Estimate is used as the base year estimate

14.0 IMPLEMENTATION SCHEDULE

A number of governmental and administrative steps are necessary in order to implement the recommended plan for construction of sanitary sewers and wastewater transport for the I71/SR95 Interchange area. In certain cases, these steps are consecutive in nature, with completion of one step necessary before another can begin.

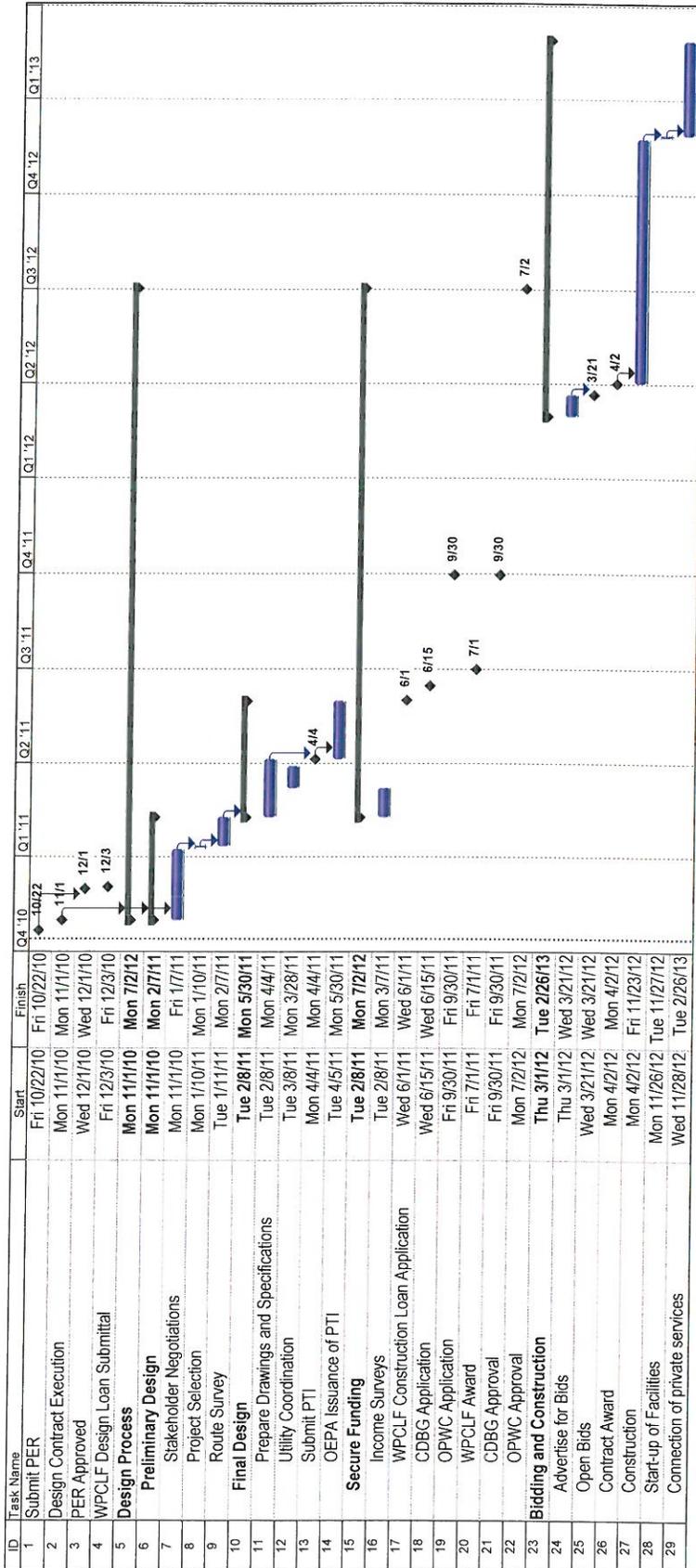
The major steps necessary for implementation are identified as follows.

1. Perform income surveys
2. Submittal of Preliminary Engineering Report (PER) to OWDA or OEPA
3. Approval of PER by OWDA or OEPA
4. Submittal of CDBG Water and Sewer Grant Application
5. Design/Preparation of Drawings and Specifications
6. Submit for WPCLF Fund – final design
7. OEPA Review of Plans and Specifications/Issuance of PTI
8. Submittal of OPWC Issue 1 Application
9. Submittal of Documents Required by Letter of Conditions
10. Advertise for Bids
11. Receive Bids/Recommend Award
12. Funding Agencies Acceptance of Award Recommendation
13. Contract Execution
14. Construction
15. Start-up of Facilities

An Analysis of the interrelationships between these steps indicates that the most critical linkage is from approval of the PER, to preparation of drawings and specifications, to timely submittal of an application for OPWC. In general, implementation of the recommended plan is contingent on timely review and approval of all necessary documents by regulatory and funding agencies. Any delay in the review and approval process will have a direct impact on the overall project schedule, and will result in delays in subsequent steps.

Based on the identification of steps listed above, it appears reasonable that funded design and construction can occur in the years 2011 and 2012, respectively, with facilities on line by the end of the year 2012.

A preliminary schedule for this process is shown on the next page.



Project: PER Schedule.mpp
Date: Wed 10/13/10

Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline

APPENDIX A




SCALE: 1"=1,000'

-  PROPOSED GRAVITY SEWER IN BOTH COLLECTION OPTIONS
-  PROPOSED GRAVITY SEWER IN ALTERNATE 1A
-  PROPOSED GRAVITY SEWER IN ALTERNATE 1B
-  EXISTING GRAVITY SEWER (WENMOR DEVELOPMENT)
-  FM PROPOSED PS AND FORCE MAIN IN BOTH COLLECTION OPTIONS
-  FM PROPOSED PS AND FORCE MAIN IN TRANSPORT ALTERNATE 3
-  FM PROPOSED PS AND FORCE MAIN IN TRANSPORT ALTERNATE 4
-  SANITARY MANHOLE

FANNING HOWEY
 ENGINEERING GROUP
 4930 BRADENTON AVENUE, DUBLIN, OHIO 43017
 PH: (614) 764-4661 FAX: (614) 764-7894
www.fhni.com/civilengineering

APPENDIX B

MORROW COUNTY, OH
I71/SR95 Interchange Service Area
Alternate #1a - Gravity Sanitary Sewers
(Including the Wenmor Development)

Fanning/Howey Engineering Group
4930 Bradenton Ave.
Dublin, Ohio 43017

Phone: (614) 764-4661
Fax: (614) 764-7894

PRELIMINARY OPINION OF PROBABLE COSTS

DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COSTS	TOTAL COSTS
Mobilization	L.S.	1	\$7,500.00	\$7,500.00
Bond	L.S.	1	\$5,000.00	\$5,000.00
8" Gravity Sewers	L.F.	5450	\$38.00	\$207,100.00
10" Gravity Sewers	L.F.	900	\$45.00	\$40,500.00
6" Sewer Laterals	L.F.	500	\$33.00	\$16,500.00
6" Sanitary Wyes	EA.	16	\$150.00	\$2,400.00
Sanitary Manhole	EA.	25	\$2,500.00	\$62,500.00
Force Main	LF	2020	\$15.00	\$30,300.00
Air & Vaccumm Access Manhole	EA.	1	\$3,000.00	\$3,000.00
Sanitary Lift Station	EA.	1	\$75,000.00	\$75,000.00
Telemetry	L.S.	1	\$15,000.00	\$15,000.00
Back-up Power Source	LS	1	\$35,000.00	\$35,000.00
Directional Boring Under I71	LF	925	\$75.00	\$69,375.00
Directional Boring Under SR95	LF	210	\$85.00	\$17,850.00
Asphalt Pavement Repair	S.F.	750	\$3.50	\$2,625.00
Concrete Pavement Repair	S.F.	750	\$5.00	\$3,750.00
Seeding and Mulching	S.Y.	3900	\$1.50	\$5,850.00
Erosion Control	L.S.	1	\$5,000.00	\$5,000.00
Maintaining Traffic	L.S.	1	\$5,000.00	\$5,000.00
Construction Cost				\$609,300
Contingency @ 10%				\$60,900
Total Construction Cost				\$670,200
Other Project Costs				
Testing/Soil Borings	L.S.	1	\$2,500.00	\$2,500.00
Easements / Right of Ways	EA.	16	\$1,000.00	\$16,000.00
Preliminary Engineering	L.S.	1	\$5,000.00	\$5,000.00
Final Design	L.S.	1	\$38,000.00	\$38,000.00
Bidding Services	L.S.	1	\$5,000.00	\$5,000.00
Construction Administration	L.S.	1	\$10,000.00	\$10,000.00
Resident Rep. (if required)	L.S.	1	\$30,000.00	\$30,000.00
Permitting	L.S.	1	\$5,000.00	\$5,000.00
TOTAL PROJECT COSTS				\$781,700

MORROW COUNTY, OH
I71/SR95 Interchange Service Area
Alternate #1b - Gravity Sanitary Sewers
(Not Including the Wenmor Development)

Fanning/Howey Engineering Group
4930 Bradenton Ave.
Dublin, Ohio 43017

Phone: (614) 764-4661
Fax: (614) 764-7894

PRELIMINARY OPINION OF PROBABLE COSTS

DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COSTS	TOTAL COSTS
Mobilization	L.S.	1	\$7,500.00	\$7,500.00
Bond	L.S.	1	\$5,000.00	\$5,000.00
8" Gravity Sewers	L.F.	3025	\$38.00	\$114,950.00
10" Gravity Sewers	L.F.	5620	\$45.00	\$252,900.00
6" Sewer Laterals	L.F.	500	\$33.00	\$16,500.00
6" Sanitary Wyes	EA.	16	\$150.00	\$2,400.00
Sanitary Manhole	EA.	25	\$2,500.00	\$62,500.00
Force Main	LF	2020	\$15.00	\$30,300.00
Air & Vaccumm Access Manhole	EA.	1	\$3,000.00	\$3,000.00
Sanitary Lift Station	EA.	1	\$75,000.00	\$75,000.00
Telemetry	L.S.	1	\$15,000.00	\$15,000.00
Back-up Power Source	LS	1	\$35,000.00	\$35,000.00
Directional Boring Under I71	LF	925	\$75.00	\$69,375.00
Directional Boring Under SR95	LF	210	\$85.00	\$17,850.00
Asphalt Pavement Repair	S.F.	750	\$3.50	\$2,625.00
Concrete Pavement Repair	S.F.	750	\$5.00	\$3,750.00
Seeding and Mulching	S.Y.	3900	\$1.50	\$5,850.00
Erosion Control	L.S.	1	\$5,000.00	\$5,000.00
Maintaining Traffic	L.S.	1	\$5,000.00	\$5,000.00
Construction Cost				\$729,500
Contingency @ 10%				\$73,000
Total Construction Cost				\$802,500
Other Project Costs				
Testing/Soil Borings	L.S.	1	\$3,000.00	\$3,000.00
Easements / Right of Ways	EA.	20	\$1,000.00	\$20,000.00
Preliminary Engineering	L.S.	1	\$6,000.00	\$6,000.00
Final Design	L.S.	1	\$48,000.00	\$48,000.00
Bidding Services	L.S.	1	\$6,000.00	\$6,000.00
Construction Administration	L.S.	1	\$12,000.00	\$12,000.00
Resident Rep. (if required)	L.S.	1	\$36,000.00	\$36,000.00
Permitting	L.S.	1	\$5,000.00	\$5,000.00
TOTAL PROJECT COSTS				\$938,500

APPENDIX C

PRESENT WORTH ANALYSIS

Project Name	I71/SR95 Sanitary Sewer Morrow County, Ohio
Alternate: 1a	Gravity Sanitary Sewers (Including the Wenmor Dev.)
Planning Period in years	20
Initial Year of Planning	2012
Construction Period, in years	1
Interest Rate %	2.70%

SUMMARY OF COST

Structures			
	50 year value, year 0		\$ 485,500.00
	20 year value, year 0		\$ 7,500.00
Process Equipment			
	20 year equipment value, year 0		\$ -
	15 year equipment value, year 0		\$ 31,500.00
Auxiliary Equipment			
	20 year equipment value, year 0		\$ 35,000.00
	10 year equipment value, year 0		\$ 15,000.00
Other Costs:			
	Construction Cost		\$ 34,800.00
	Land Cost		\$ 16,000.00
	Testing/Permitting		\$ 7,500.00
	Contingencies		\$ 60,900.00
	Technical Services		\$ 88,000.00
Labor and Administrative Costs	year	2012	\$ 3,000.00
	year	2032	\$ 5,130.00
Power Cost	year	2012	\$ 4,000.00
	year	2032	\$ 6,840.00
Repair and Maintenance	year	2012	\$ 1,000.00
	year	2032	\$ 1,710.00
Sludge Disposal	year	2012	
	year	2032	

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Gravity Sanitary Sewers
(Including the Wenmor Dev.)

ESTIMATE OF OPERATION AND MAINTENANCE COST

	2012	2032
Labor & Administrative Cost	\$ 3,000.00	\$ 5,130.00
Power Cost	\$ 4,000.00	\$ 6,840.00
Repair & Maintenance Cost	\$ 1,000.00	\$ 1,710.00
Sludge Disposal Cost	\$ -	\$ -
	<hr/>	<hr/>
TOTAL O&M COST	\$ 8,000.00	\$ 13,680.00
TOTAL FIXED O&M	\$ 8,000.00	\$ 8,000.00
TOTAL VARIABLE O&M	\$ -	\$ 5,680.00
Yearly Increase		\$ 284.00

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Gravity Sanitary Sewers
(Including the Wenmor Dev.)

SUMMARY OF REPLACEMENT COST AND SALVAGE VALUE

	Initial Cost at Year 0	Replacement Cost at Year 10	Replacement Cost at Year 15	Salvage Value Year 20
A. Structures				
50 Year Life	\$ 485,500.00			\$ 342,763.00
20 Year Life	\$ 7,500.00			\$ 3,000.00
B. Process Equipment				
20 Year Life	\$ -			\$ -
15 Year Life	\$ 31,500.00		\$ 31,500.00	\$ 24,570.00
C. Auxiliary Equipment				
20 Year Life	\$ 35,000.00			\$ 7,000.00
10 Year Life	\$ 15,000.00	\$ 15,000.00		\$ 3,000.00
D. Other Costs				
Construction Cost	\$ 34,800.00			
Land Cost	\$ 16,000.00			\$ 8,000.00
Testing/Permitting	\$ 7,500.00			
Contingencies	\$ 60,900.00			
Technical Services	\$ 88,000.00			
TOTAL PROJECT COST	\$ 781,700.00			
TOTAL REPLACEMENT COST		\$ 15,000.00	\$ 31,500.00	
TOTAL SALVAGE VALUE				\$ 388,333.00

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Gravity Sanitary Sewers
(Including the Wenmor Dev.)

PRESENT WORTH DETERMINATION

COST & OTHER DATA UTILIZED

Planning Period: 20 Years

Construction Period (Years): 1

Initial Cost of Project	\$	781,700.00		
Replacement Cost at Year 10			\$	15,000.00
Replacement Cost at Year 15			\$	31,500.00
Salvage Value at year 20			\$	388,333.00
Constant Annual Operation & Maintenance Cost			\$	8,000.00
Variable Annual Operation & Maintenance Cost			\$	- Year 0 to
			\$	5,680.00 Year 20
Interest Rate		2.70%		

DETERMINE PRESENT WORTH OVER 20 YEARS

Factors (20 years at 2.7%, unless noted)

Present Worth (PW) of constant annual O&M cost (P/A)	15.3044
Present Worth (PW) of variable O&M cost (annually) (P/G)	131.9289
Present Worth replacement cost - Year 10 (P/F)	0.7664
Present Worth replacement cost - Year 15 (P/F)	0.6711
Present Worth salvage value - Year 20 (P/F)	0.5877
Interest During Construction = Initial cost x (0.5) x Construction Period (Years) x Interest Rate	0.0135
Present Worth (PW) of annual service fees (P/A)	15.3044
Equivalent annual cost (A/P)	0.06535

CALCULATIONS - PRESENT WORTH

1. Initial Cost	\$	781,700.00
2a. Constant O&M	\$	122,435.20
2b. Variable O&M	\$	37,467.81
3. Replacement Cost	\$	32,635.65
4. Salvage Value (minus)	\$	(228,223.30)
5. Interest During Construction	\$	10,552.95
6. Tap Fees		
7. Annual Service Fees		

PRESENT WORTH \$ **756,600.00**

AVERAGE EQUIVALENT ANNUAL COST \$ **49,400.00**

PRESENT WORTH ANALYSIS

Project Name	I71/SR95 Sanitary Sewer	
	Morrow County, Ohio	
Alternate: 1b	Gravity Sewers	
	(Not Including the Wenmor Dev.)	
Planning Period in years		20
Initial Year of Planning		2012
Construction Period, in years		1
Interest Rate %		2.70%

SUMMARY OF COST

Structures			
	50 year value, year 0		\$ 605,800.00
	20 year value, year 0		\$ 7,500.00
Process Equipment			
	20 year equipment value, year 0		\$ -
	15 year equipment value, year 0		\$ 31,500.00
Auxiliary Equipment			
	20 year equipment value, year 0		\$ 35,000.00
	5 year equipment value, year 0		\$ 15,000.00
Other Costs:			
	Construction Cost		\$ 34,800.00
	Land Cost		\$ 20,000.00
	Testing/Permitting		\$ 8,000.00
	Contingencies		\$ 73,000.00
	Technical Services		\$ 108,000.00
Labor and Administrative Costs	year	2012	\$ 3,000.00
	year	2032	\$ 5,130.00
Power Cost	year	2012	\$ 4,000.00
	year	2032	\$ 6,840.00
Repair and Maintenance	year	2012	\$ 1,000.00
	year	2032	\$ 1,710.00
Sludge Disposal	year	2012	
	year	2032	

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Gravity Sewers
(Not Including the Wenmor Dev.)

ESTIMATE OF OPERATION AND MAINTENANCE COST

	2012	2032
Labor & Administrative Cost	\$ 3,000.00	\$ 5,130.00
Power Cost	\$ 4,000.00	\$ 6,840.00
Repair & Maintenance Cost	\$ 1,000.00	\$ 1,710.00
Sludge Disposal Cost	\$ -	\$ -
	<hr/>	<hr/>
TOTAL O&M COST	\$ 8,000.00	\$ 13,680.00
TOTAL FIXED O&M	\$ 8,000.00	\$ 8,000.00
TOTAL VARIABLE O&M	\$ -	\$ 5,680.00
Yearly Increase		\$ 284.00

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Gravity Sewers
(Not Including the Wenmor Dev.)

SUMMARY OF REPLACEMENT COST AND SALVAGE VALUE

	Initial Cost at Year 0	Replacement Cost at Year 5	Replacement Cost at Year 10	Replacement Cost at Year 15	Salvage Value Year 20
A. Structures					
50 Year Life	\$ 605,800.00				\$ 427,694.80
20 Year Life	\$ 7,500.00				\$ 3,000.00
B. Process Equipment					
20 Year Life	\$ -				\$ -
15 Year Life	\$ 31,500.00			\$ 31,500.00	\$ 24,570.00
C. Auxiliary Equipment					
20 Year Life	\$ 35,000.00				\$ 7,000.00
5 Year Life	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00
D. Other Costs					
Construction Cost	\$ 34,800.00				
Land Cost	\$ 20,000.00				\$ 10,000.00
Testing/Permitting	\$ 8,000.00				
Contingencies	\$ 73,000.00				
Technical Services	\$ 108,000.00				
TOTAL PROJECT COST	\$ 938,600.00				
TOTAL REPLACEMENT COST		\$ 15,000.00	\$ 15,000.00	\$ 46,500.00	
TOTAL SALVAGE VALUE					\$ 475,264.80

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Gravity Sewers
(Not Including the Wenmor Dev.)

PRESENT WORTH DETERMINATION

COST & OTHER DATA UTILIZED

Planning Period: 20 Years

Construction Period (Years): 1

Initial Cost of Project	\$	938,600.00		
Replacement Cost at Year 5	\$		\$	15,000.00
Replacement Cost at Year 10	\$		\$	15,000.00
Replacement Cost at Year 15	\$		\$	46,500.00
Salvage Value at year 20	\$		\$	475,264.80
Constant Annual Operation & Maintenance Cost	\$		\$	8,000.00
Variable Annual Operation & Maintenance Cost	\$		\$	- Year 0 to
	\$		\$	5,680.00 Year 20
Interest Rate		2.70%		

DETERMINE PRESENT WORTH OVER 20 YEARS

Factors (20 years at 2.7%, unless noted)

Present Worth (PW) of constant annual O&M cost (P/A)	15.3044
Present Worth (PW) of variable O&M cost (annually) (P/G)	131.9289
Present Worth replacement cost - Year 5 (P/F)	0.8754
Present Worth replacement cost - Year 10 (P/F)	0.7664
Present Worth replacement cost - Year 15 (P/F)	0.6711
Present Worth salvage value - Year 20 (P/F)	0.5877
Interest During Construction = Initial cost x (0.5) x Construction Period (Years) x Interest Rate	0.0135
Present Worth (PW) of annual service fees (P/A)	15.3044
Equivalent annual cost (A/P)	0.06535

CALCULATIONS - PRESENT WORTH

1. Initial Cost	\$	938,600.00
2a. Constant O&M	\$	122,435.20
2b. Variable O&M	\$	37,467.81
3. Replacement Cost	\$	42,702.15
4. Salvage Value (minus)	\$	(279,313.12)
5. Interest During Construction	\$	12,671.10
6. Tap Fees		
7. Annual Service Fees		
PRESENT WORTH	\$	874,600.00
AVERAGE EQUIVALENT ANNUAL COST	\$	57,200.00

APPENDIX D

MORROW COUNTY, OH
I71/SR95 Interchange Service Area
Alternate #1 - Expand and Acquire the Wenmor WWTP

Fanning/Howey Engineering Group
4930 Bradenton Ave.
Dublin, Ohio 43017

Phone: (614) 764-4661
Fax: (614) 764-7894

PRELIMINARY OPINION OF PROBABLE COSTS

DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COSTS	TOTAL COSTS
Mobilization	LS	1	\$5,000.00	\$5,000.00
Bond	LS	1	\$5,000.00	\$5,000.00
50,000gpd Package Mechanical Plant	EA	1	\$300,000.00	\$300,000.00
Upgrades to Existing WWTP	LS	1	\$15,000.00	\$15,000.00
Splitter Box & Valves	EA	1	\$15,000.00	\$15,000.00
Sanitary Piping	LF	100	\$30.00	\$3,000.00
Site Work	CY	2500	\$4.50	\$11,250.00
Electric	LS	1	\$50,000.00	\$50,000.00
Fencing	LF	1500	\$16.00	\$24,000.00
Driveways and Sidewalks	LS	1	\$10,000.00	\$10,000.00
Construction Cost				\$438,300.00
Contingency				\$43,900.00
Total Construction Cost				\$482,200.00
Other Project Costs				
Testing/Soil Borings	LS	1	\$2,500.00	\$2,500.00
Permitting	LS	1	\$5,000.00	\$5,000.00
Preliminary Engineering	LS	1	\$5,000.00	\$5,000.00
Final Design	LS	1	\$32,000.00	\$32,000.00
Bidding Services	LS	1	\$3,000.00	\$3,000.00
Construction Administration	LS	1	\$8,000.00	\$8,000.00
Resident Rep. (if required)	LS	1	\$12,000.00	\$12,000.00
Land Acquisition*	ACRES	4	\$15,000.00	\$60,000.00
Wenmor WWTP Acquisition*	LS	1	\$120,000.00	\$120,000.00
<i>*The land and WWTP acquisition is only an estimate at this time and will be negotiated later.</i>				
TOTAL PROJECT COSTS				\$729,700.00

MORROW COUNTY, OH
I71/SR95 Interchange Service Area
Alternate #3 - Convey and Treat all WW at the Chesterville WWTP

Fanning/Howey Engineering Group
4930 Bradenton Ave.
Dublin, Ohio 43017

Phone: (614) 764-4661
Fax: (614) 764-7894

PRELIMINARY OPINION OF PROBABLE COSTS

DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COSTS	TOTAL COSTS
Mobilization	L.S.	1	\$7,500.00	\$7,500.00
Bond	L.S.	1	\$5,000.00	\$5,000.00
Pumping Station	L.S.	1	\$150,000.00	\$150,000.00
6" Forcemain	LF	9125	\$20.00	\$182,500.00
6" Forcemain Directional Bore	LF	100	\$80.00	\$8,000.00
Air & Release Access Manholes	EA.	2	\$3,000.00	\$6,000.00
Improvements to Existing Pump Station	EA.	1	\$10,000.00	\$10,000.00
Improvements to Existing WWTP	EA.	1	\$60,000.00	\$60,000.00
Demolition of Existing Wenmor WWTP	EA.	1	\$10,000.00	\$10,000.00
Asphalt Pavement Repair	S.F.	400	\$3.50	\$1,400.00
Concrete Pavement Repair	S.F.	1200	\$5.00	\$6,000.00
Seeding and Mulching	S.Y.	4050	\$1.50	\$6,075.00
Erosion Control	L.S.	1	\$2,500.00	\$2,500.00
Maintaining Traffic	L.S.	1	\$5,000.00	\$5,000.00
Construction Cost				\$460,000.00
Contingency @ 10%				\$46,000.00
Total Construction Cost				\$506,000.00
Other Project Costs				
Testing/Soil Borings	L.S.	1	\$2,500.00	\$2,500.00
Permitting	L.S.	1	\$5,000.00	\$5,000.00
Preliminary Engineering	L.S.	1	\$5,000.00	\$5,000.00
Final Design	L.S.	1	\$32,000.00	\$32,000.00
Bidding Services	L.S.	1	\$3,000.00	\$3,000.00
Construction Administration	L.S.	1	\$8,000.00	\$8,000.00
Resident Rep. (if required)	L.S.	1	\$6,000.00	\$6,000.00
Easements/Right of Ways	L.S.	1	\$15,000.00	\$15,000.00
Land Acquisition*	ACRES	4	\$15,000.00	\$60,000.00
Wenmor WWTP Acquisition*	LS	1	\$120,000.00	\$120,000.00
<i>*The land and WWTP acquisition is only an estimate at this time and will be negotiated later.</i>				
TOTAL PROJECT COSTS				\$762,500.00

MORROW COUNTY, OH
I71/SR95 Interchange Service Area
Alternate #4- Convey and Treat at Chesterville WWTP
(Not Including the Wenmor Development)

Fanning/Howey Engineering Group
4930 Bradenton Ave.
Dublin, Ohio 43017

Phone: (614) 764-4661
Fax: (614) 764-7894

PRELIMINARY OPINION OF PROBABLE COSTS

DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COSTS	TOTAL COSTS
Mobilization	L.S.	1	\$7,500.00	\$7,500.00
Bond	L.S.	1	\$5,000.00	\$5,000.00
Pumping Station	L.S.	1	\$150,000.00	\$150,000.00
6" Forcemain	LF	3050	\$20.00	\$61,000.00
6" Forcemain Directional Bore	LF	100	\$80.00	\$8,000.00
Air & Release Access Manholes	EA.	2	\$3,000.00	\$6,000.00
Improvements to Existing Pump Station	EA.	1	\$10,000.00	\$10,000.00
Improvements to Existing WWTP	EA.	1	\$60,000.00	\$60,000.00
Asphalt Pavement Repair	S.F.	400	\$3.50	\$1,400.00
Concrete Pavement Repair	S.F.	1200	\$5.00	\$6,000.00
Seeding and Mulching	S.Y.	1355	\$1.50	\$2,032.50
Erosion Control	L.S.	1	\$2,500.00	\$2,500.00
Maintaining Traffic	L.S.	1	\$5,000.00	\$5,000.00
Construction Cost				\$324,500.00
Contingency @ 10%				\$32,500.00
Total Construction Cost				\$357,000.00
Other Project Costs				
Testing/Soil Borings	L.S.	1	\$2,500.00	\$2,500.00
Permitting	L.S.	1	\$5,000.00	\$5,000.00
Preliminary Engineering	L.S.	1	\$5,000.00	\$5,000.00
Final Design	L.S.	1	\$26,000.00	\$26,000.00
Bidding Services	L.S.	1	\$3,000.00	\$3,000.00
Construction Administration	L.S.	1	\$7,000.00	\$7,000.00
Resident Rep. (if required)	L.S.	1	\$5,000.00	\$5,000.00
Easements/Right of Ways	L.S.	1	\$12,000.00	\$12,000.00
TOTAL PROJECT COSTS				\$422,500.00
Tap-In Costs				
WWTP Tap-in Charge per EDU*	EA	10	\$5,000.00	\$50,000.00
*The Tap-in charge is based on the village's rate for a connection outside the corporation. This fee may be negotiable.				

APPENDIX E

PRESENT WORTH ANALYSIS

Project Name	I71/SR95 Sanitary Sewer	
	Morrow County, Ohio	
Alternate: 1	Expand and Acquire the	
	Wenmor WWTP	
Planning Period in years		20
Initial Year of Planning		2012
Construction Period, in years		1
Interest Rate %		2.70%

SUMMARY OF COST

Structures			
	50 year value, year 0		\$ 220,500.00
	20 year value, year 0		\$ 34,000.00
Process Equipment			
	20 year equipment value, year 0		\$ 174,000.00
	15 year equipment value, year 0		\$ 30,000.00
	10 year equipment value, year 0		\$ 15,000.00
	5 year equipment value, year 0		\$ -
Auxiliary Equipment			
	20 year equipment value, year 0		\$ 63,500.00
	15 year equipment value, year 0		\$ -
	10 year equipment value, year 0		\$ -
Other Costs:			
	Construction Cost		\$ 21,250.00
	Land Cost		\$ 60,000.00
	Testing/Permitting		\$ 7,500.00
	Contingencies		\$ 43,900.00
	Technical Services		\$ 60,000.00
Labor and Administrative Costs	year	2012	\$20,000.00
	year	2032	\$34,200.00
Power Cost	year	2012	\$12,000.00
	year	2032	\$20,520.00
Repair and Maintenance	year	2012	\$8,000.00
	year	2032	\$13,680.00
Sludge Disposal	year	2012	\$5,000.00
	year	2032	\$8,550.00

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Expand and Acquire the Wenmor WWTP

ESTIMATE OF OPERATION AND MAINTENANCE COST

	2012	2032
Labor & Administrative Cost	\$ 20,000.00	\$ 34,200.00
Power Cost	\$ 12,000.00	\$ 20,520.00
Repair & Maintenance Cost	\$ 8,000.00	\$ 13,680.00
Sludge Disposal Cost	\$ 5,000.00	\$ 8,550.00
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TOTAL O&M COST	\$ 45,000.00	\$ 76,950.00
TOTAL FIXED O&M	\$ 45,000.00	\$ 45,000.00
TOTAL VARIABLE O&M	\$ -	\$ 31,950.00
Yearly Increase		\$ 1,597.50

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Expand and Acquire the Wenmor WWTP

SUMMARY OF REPLACEMENT COST AND SALVAGE VALUE

	Initial Cost at Year 0	Replacement Cost at Year 5	Replacement Cost at Year 10	Replacement Cost at Year 15	Salvage Value Year 20
A. Structures					
50 Year Life	\$ 220,500.00				\$ 155,673.00
20 Year Life	\$ 34,000.00				\$ 13,600.00
B. Process Equipment					
20 Year Life	\$ 174,000.00				\$ 69,600.00
15 Year Life	\$ 30,000.00			\$ 30,000.00	\$ 23,400.00
10 Year Life	\$ 15,000.00		\$ 15,000.00		\$ 6,000.00
5 Year Life	\$ -				
C. Auxiliary Equipment					
20 Year Life	\$ 63,500.00				\$ 12,700.00
15 Year Life	\$ -				\$ -
10 Year Life	\$ -				
D. Other Costs					
Construction Cost	\$ 21,250.00				
Land Cost	\$ 60,000.00				\$ 48,000.00
Testing/Permitting	\$ 7,500.00				
Contingencies	\$ 43,900.00				
Technical Services	\$ 60,000.00				
TOTAL PROJECT COST	\$ 729,650.00				
TOTAL REPLACEMENT COST		\$ -	\$ 15,000.00	\$ 30,000.00	
TOTAL SALVAGE VALUE					\$ 328,973.00

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Expand and Acquire the Wenmor WWTP

PRESENT WORTH DETERMINATION

COST & OTHER DATA UTILIZED

Planning Period: 20 Years		Construction Period (Years):	1
Initial Cost of Project	\$ 729,650.00		
Replacement Cost at Year 5	\$ -		
Replacement Cost at Year 10	\$ 15,000.00		
Replacement Cost at Year 15	\$ 30,000.00		
Salvage Value at year 20	\$ 328,973.00		
Constant Annual Operation & Maintenance Cost		\$ 45,000.00	
Variable Annual Operation & Maintenance Cost		\$ -	Year 0 to
		\$ 31,950.00	Year 20
 Interest Rate	 2.70%		

DETERMINE PRESENT WORTH OVER 20 YEARS

Factors (20 years at 3%, unless noted)

Present Worth (PW) of constant annual O&M cost (P/A)	15.3044
Present Worth (PW) of variable O&M cost (annually) (P/G)	131.9289
Present Worth replacement cost - Year 5 (P/F)	0.8754
Present Worth replacement cost - Year 10 (P/F)	0.7664
Present Worth replacement cost - Year 15 (P/F)	0.6711
Present Worth salvage value - Year 20 (P/F)	0.5877
Interest During Construction = Initial cost x (0.5) x Construction Period (Years) x Interest Rate	0.0135
Present Worth (PW) of annual service fees (P/A)	15.3044
Equivalent annual cost (A/P)	0.06535

CALCULATIONS - PRESENT WORTH

1. Initial Cost	\$ 729,650.00
2a. Constant O&M	\$ 688,698.00
2b. Variable O&M	\$ 210,756.42
3. Replacement Cost	\$ 31,629.00
4. Salvage Value (minus)	\$ (193,337.43)
5. Interest During Construction	\$ 9,850.28
6. Tap Fees	\$ -
7. Annual Service Fees	\$ -
 PRESENT WORTH	 \$ 1,477,200.00
 AVERAGE EQUIVALENT ANNUAL COST	 \$ 96,500.00

PRESENT WORTH ANALYSIS

Project Name	I71/SR95 Sanitary Sewer	
	Morrow County, Ohio	
Alternate: 3	Convey and Treat all WW at the Chesterville WWTP	
Planning Period in years		20
Initial Year of Planning		2012
Construction Period, in years		1
Interest Rate %		2.70%

SUMMARY OF COST

Structures			
	50 year value, year 0		\$ 268,500.00
	20 year value, year 0		\$ 15,000.00
Process Equipment			
	20 year equipment value, year 0		\$ -
	15 year equipment value, year 0		\$ 68,000.00
Auxiliary Equipment			
	15 year equipment value, year 0		\$ 30,000.00
	10 year equipment value, year 0		\$ 35,000.00
Other Costs:			
	Construction Cost		\$ 43,500.00
	Land Cost		\$ 195,000.00
	Testing/Permitting		\$ 7,500.00
	Contingencies		\$ 46,000.00
	Technical Services		\$ 54,000.00
Labor and Administrative Costs	year	2012	\$ 4,000.00
	year	2032	\$ 6,840.00
Power Cost	year	2012	\$ 4,500.00
	year	2032	\$ 7,695.00
Repair and Maintenance	year	2012	\$ 2,500.00
	year	2032	\$ 4,275.00
Sludge Disposal	year	2012	
	year	2032	

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Convey and Treat all WW at the Chesterville WWTP

ESTIMATE OF OPERATION AND MAINTENANCE COST

	2012	2032
Labor & Administrative Cost	\$ 4,000.00	\$ 6,840.00
Power Cost	\$ 4,500.00	\$ 7,695.00
Repair & Maintenance Cost	\$ 2,500.00	\$ 4,275.00
Sludge Disposal Cost	\$ -	\$ -
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TOTAL O&M COST	\$ 11,000.00	\$ 18,810.00
TOTAL FIXED O&M	\$ 11,000.00	\$ 11,000.00
TOTAL VARIABLE O&M	\$ -	\$ 7,810.00
Yearly Increase		\$ 390.50

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Convey and Treat all WW at the Chesterville WWTP

SUMMARY OF REPLACEMENT COST AND SALVAGE VALUE

	Initial Cost at Year 0	Replacement Cost at Year 10	Replacement Cost at Year 15	Salvage Value Year 20
A. Structures				
50 Year Life	\$ 268,500.00			\$ 189,561.00
20 Year Life	\$ 15,000.00			\$ 6,000.00
B. Process Equipment				
20 Year Life	\$ -			\$ -
15 Year Life	\$ 68,000.00		\$ 68,000.00	\$ 53,040.00
C. Auxiliary Equipment				
15 Year Life	\$ 30,000.00		\$ 30,000.00	\$ 18,750.00
10 Year Life	\$ 35,000.00	\$ 35,000.00		\$ 7,000.00
D. Other Costs				
Construction Cost	\$ 43,500.00			
Land Cost	\$ 195,000.00			\$ 97,500.00
Testing/Permitting	\$ 7,500.00			
Contingencies	\$ 46,000.00			
Technical Services	\$ 54,000.00			
TOTAL PROJECT COST	\$ 762,500.00			
TOTAL REPLACEMENT COST		\$ 35,000.00	\$ 98,000.00	
TOTAL SALVAGE VALUE				\$ 371,851.00

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Convey and Treat all WW at the Chesterville WWTP

PRESENT WORTH DETERMINATION

COST & OTHER DATA UTILIZED

Planning Period: 20 Years		Construction Period (Years):	1
Initial Cost of Project	\$ 762,500.00		
Replacement Cost at Year 10	\$ 35,000.00		
Replacement Cost at Year 15	\$ 98,000.00		
Salvage Value at year 20	\$ 371,851.00		
Constant Annual Operation & Maintenance Cost		\$ 11,000.00	
Variable Annual Operation & Maintenance Cost		\$ -	Year 0 to
		\$ 7,810.00	Year 20
Estimated Tap Fees to Chesterville* (One time Initial fee)	\$ 110,000.00		
*The Tap-in charge is based on the village's rate for a connection outside the corporation.			
Estimated Annual Service Fees to Chesterville (\$2/1,000 Gal)	\$ 30,660.00		
Interest Rate	2.70%		

DETERMINE PRESENT WORTH OVER 20 YEARS

Factors (20 years at 3%, unless noted)

Present Worth (PW) of constant annual O&M cost (P/A)	15.3044
Present Worth (PW) of variable O&M cost (annually) (P/G)	131.9289
Present Worth replacement cost - Year 10 (P/F)	0.7664
Present Worth replacement cost - Year 15 (P/F)	0.6711
Present Worth salvage value - Year 20 (P/F)	0.5877
Interest During Construction = Initial cost x (0.5) x Construction Period (Years) x Interest Rate	0.0135
Present Worth (PW) of annual service fees (P/A)	15.3044
Equivalent annual cost (A/P)	0.06535

CALCULATIONS - PRESENT WORTH

1. Initial Cost	\$ 762,500.00
2a. Constant O&M	\$ 168,348.40
2b. Variable O&M	\$ 51,518.24
3. Replacement Cost	\$ 92,591.80
4. Salvage Value (minus)	\$ (218,536.83)
5. Interest During Construction	\$ 10,293.75
PRESENT WORTH (w/out tap fees and annual service fees)	\$ 866,700.00
AVERAGE EQUIVALENT ANNUAL COST	\$ 56,600.00
6. Tap Fees to Chesterville	\$ 110,000.00
7. Annual Service Fees to Chesterville (\$2/1,000 Gal)	\$ 469,232.90
PRESENT WORTH (with tap fees and annual service fees to Chesterville)	\$ 1,445,900.00
AVERAGE EQUIVALENT ANNUAL COST	\$ 94,500.00

PRESENT WORTH ANALYSIS

Project Name	I71/SR95 Sanitary Sewer
	Morrow County, Ohio
Alternative	Original Construction of Chesterville WWTP

Planning Period in years	30
Initial Year of Planning	2002
Construction Period, in years	1
Interest Rate %	
	2.70%

Structures

50 year value, year 0	\$ 841,600.73
20 year value, year 0	\$ 98,723.00

Process Equipment

20 year equipment value, year 0	\$ 205,520.00
15 year equipment value, year 0	\$ 63,858.00
10 year equipment value, year 0	\$ 25,690.00
5 year equipment value, year 0	\$ -

Auxiliary Equipment

20 year equipment value, year 0	\$ 29,360.00
15 year equipment value, year 0	\$ 36,700.00
10 year equipment value, year 0	\$ 11,010.00

Other Costs:

Construction Cost	\$ 29,451.00
Land Cost	\$ 14,680.00
Testing/Permitting	\$ 11,010.00
Contingencies	\$ 134,200.00
Technical Services	\$ 190,840.00

Labor and Administrative Costs	year		2002	\$15,000
	year		2032	\$33,638
Power Cost				
	year		2002	\$10,000
	year		2032	\$22,425
Repair and Maintenance				
	year		2002	\$6,500
	year		2032	\$14,576
Sludge Disposal				
	year		2002	\$4,500
	year		2032	\$10,091

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Original Construction of Chesterville WWTP

ESTIMATE OF OPERATION AND MAINTENANCE COST

	2002	2012	2032
Labor & Administrative Cost	\$ 15,000.00	\$ 19,000.00	\$ 33,637.95
Power Cost	\$ 10,000.00	\$ 12,700.00	\$ 22,425.30
Repair & Maintenance Cost	\$ 6,500.00	\$ 8,200.00	\$ 14,576.45
Sludge Disposal Cost	\$ 4,500.00	\$ 5,700.00	\$ 10,091.39
TOTAL O&M COST	\$ 36,000.00	\$ 45,600.00	\$ 80,731.08
TOTAL FIXED O&M	\$ 36,000.00	\$ 36,000.00	\$ 45,600.00
TOTAL VARIABLE O&M	\$ -	\$ 9,600.00	\$ 35,131.08
Yearly Increase	\$ 960.00	\$ 1,756.55	

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Original Construction of Chesterville WWTP

SUMMARY OF REPLACEMENT COST AND SALVAGE VALUE

	Initial Cost at Year 0	Replacement Cost at Year 5	Replacement Cost at Year 10	Salvage Value Year 10	Replacement Cost at Year 15	Replacement Cost at Year 20	Replacement Cost at Year 25	Salvage Value Year 30
A. Structures								
50 Year Life	\$ 841,601			\$ 711,994				\$ 496,544
20 Year Life	\$ 98,723			\$ 65,157		\$ 98,723		\$ 65,157
B. Process Equipment								
20 Year Life	\$ 205,520			\$ 135,643		\$ 205,520		\$ 135,643
15 Year Life	\$ 63,858			\$ 36,399	\$ 63,858			\$ 25,543
10 Year Life	\$ 25,690		\$ 25,690	\$ 10,276		\$ 25,690		\$ 10,276
5 Year Life	\$ -							
C. Auxiliary Equipment								
20 Year Life	\$ 29,360			\$ 14,093		\$ 29,360		\$ 14,093
15 Year Life	\$ 36,700			\$ 13,579	\$ 36,700			\$ 7,340
10 Year Life	\$ 11,010		\$ 11,010	\$ 2,202		\$ 11,010		\$ 2,202
D. Other Costs								
Construction Cost	\$ 29,451							
Land Cost	\$ 14,680			\$ 14,680				\$ 14,680
Testing/Permitting	\$ 11,010							
Contingencies	\$ 134,200							
Technical Services	\$ 190,840							
TOTAL PROJECT COST	\$ 1,692,643							
TOTAL REPLACEMENT COST		\$ -	\$ 36,700		\$ 100,558	\$ 370,303	\$ -	
TOTAL SALVAGE VALUE				\$ 1,004,023				\$ 771,479

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Original Construction of Chesterville WWTP

PRESENT WORTH DETERMINATION

COST & OTHER DATA UTILIZED

Planning Period: 30 Years		Construction Period (Years):	1
Initial Cost of Project	\$ 1,692,642.73		
Replacement Cost at Year 5	\$ -		
Replacement Cost at Year 10	\$ 36,700.00		
Replacement Cost at Year 15	\$ 100,558.00		
Replacement Cost at Year 20	\$ 370,303.00		
Salvage Value at year 30	\$ 771,478.81		
Constant Annual Operation & Maintenance Cost		\$ 36,000.00	
Variable Annual Operation & Maintenance Cost		\$ -	Year 0 to
		\$ 35,131.08	Year 30
Interest Rate	2.70%		

DETERMINE PRESENT WORTH OVER 20 YEARS

Factors (30 years at 2.7%, unless noted)

Present Worth (PW) of constant annual O&M cost (P/A)	20.4392
Present Worth (PW) of variable O&M cost (annually) (P/G)	256.4678
Present Worth replacement cost - Year 5 (P/F)	0.8754
Present Worth replacement cost - Year 10 (P/F)	0.7664
Present Worth replacement cost - Year 15 (P/F)	0.6711
Present Worth replacement cost - Year 20 (P/F)	0.5877
Present Worth replacement cost - Year 25 (P/F)	0.5172
Present Worth salvage value - Year 30 (P/F)	0.454
Interest During Construction = Initial cost x (0.5) x Construction Period (Years) x Interest Rate	0.0135
Present Worth (PW) of annual service fees (P/A)	20.4392
Equivalent annual cost (A/P)	0.0491

CALCULATIONS - PRESENT WORTH

1. Initial Cost	\$ 1,692,642.73
2a. Constant O&M	\$ 735,811.20
2b. Variable O&M	\$ 450,499.54
3. Replacement Cost	\$ 313,238.43
4. Salvage Value (minus)	\$ (350,251.38)
5. Interest During Construction	\$ 22,850.68
6. Tap Fees	\$ -
7. Annual Service Fees	\$ -
PRESENT WORTH	\$ 2,864,800.00
AVERAGE EQUIVALENT ANNUAL COST	\$ 140,700.00

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Purchase of Chesterville WWTP

PRESENT WORTH DETERMINATION

COST & OTHER DATA UTILIZED

Planning Period: 20 Years

Initial Purchase of WWTP	\$	1,004,023.46	Construction Period (Years):	N/A
Replacement Cost at Year 5	\$	100,558.00		
Replacement Cost at Year 10	\$	370,303.00		
Replacement Cost at Year 15				
Replacement Cost at Year 20				
Salvage Value at year 20	\$	771,478.81		
Constant Annual Operation & Maintenance Cost	\$		45,600.00	
Variable Annual Operation & Maintenance Cost	\$		-	Year 0 to
	\$		35,131.08	Year 20
Interest Rate		2.70%		

DETERMINE PRESENT WORTH OVER 20 YEARS

Factors (20 years at 2.7%, unless noted)

Present Worth (PW) of constant annual O&M cost (P/A)	15.3044
Present Worth (PW) of variable O&M cost (annually) (P/G)	131.9289
Present Worth replacement cost - Year 5 (P/F)	0.8754
Present Worth replacement cost - Year 10 (P/F)	0.7664
Present Worth replacement cost - Year 15 (P/F)	0.6711
Present Worth replacement cost - Year 20 (P/F)	0.5877
Present Worth replacement cost - Year 25 (P/F)	0.5172
Present Worth salvage value - Year 20 (P/F)	0.5877
Interest During Construction = Initial cost x (0.5) x Construction Period (Years) x Interest Rate	N/A
Equivalent annual cost (A/P)	0.06535
Equivalent annual cost of Village Loan (A/P)	0.061701

CALCULATIONS - PRESENT WORTH

1. Initial Cost (assumes the present value of the Village Loan)	\$	770,034.00
2a. Constant O&M	\$	697,880.64
2b. Variable O&M	\$	231,740.24
3. Replacement Cost	\$	371,828.69
4. Salvage Value (minus)	\$	(453,398.10)
5. Interest During Construction		N/A
PRESENT WORTH	\$	1,618,100.00
AVERAGE EQUIVALENT ANNUAL COST	\$	102,900.00

PRESENT WORTH ANALYSIS

Project Name	I71/SR95 Sanitary Sewer
	Morrow County, Ohio
Alternate: 4	Convey and Treat at Chesterville
	WWTP (Not Including the
	Wenmor Development)
Planning Period in years	20
Initial Year of Planning	2012
Construction Period, in years	1
Interest Rate %	2.70%

SUMMARY OF COST

Structures			
	50 year value, year 0	\$ 147,000.00	
	20 year value, year 0	\$ 15,000.00	
Process Equipment			
	20 year equipment value, year 0	\$ -	
	15 year equipment value, year 0	\$ 68,000.00	
Auxiliary Equipment			
	15 year equipment value, year 0	\$ 30,000.00	
	10 year equipment value, year 0	\$ 35,000.00	
	Other Costs:		
	Construction Cost	\$ 29,500.00	
	Land Cost	\$ 12,000.00	
	Testing/Permitting	\$ 7,500.00	
	Contingencies	\$ 32,500.00	
	Technical Services	\$ 46,000.00	
Labor and Administrative Costs	year	2012	\$ 4,000.00
	year	2032	\$ 6,840.00
Power Cost	year	2012	\$ 4,500.00
	year	2032	\$ 7,695.00
Repair and Maintenance	year	2012	\$ 2,500.00
	year	2032	\$ 4,275.00
Sludge Disposal	year	2012	
	year	2032	

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Convey and Treat at Chesterville WWTP (Not Including the Wenmor Development)

ESTIMATE OF OPERATION AND MAINTENANCE COST

	2012	2032
Labor & Administrative Cost	\$ 4,000.00	\$ 6,840.00
Power Cost	\$ 4,500.00	\$ 7,695.00
Repair & Maintenance Cost	\$ 2,500.00	\$ 4,275.00
Sludge Disposal Cost	\$ -	\$ -
	<hr/>	<hr/>
TOTAL O&M COST	\$ 11,000.00	\$ 18,810.00
TOTAL FIXED O&M	\$ 11,000.00	\$ 11,000.00
TOTAL VARIABLE O&M	\$ -	\$ 7,810.00
Yearly Increase		\$ 390.50

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Convey and Treat at Chesterville WWTP (Not Including the Wenmor Development)

SUMMARY OF REPLACEMENT COST AND SALVAGE VALUE

	Initial Cost at Year 0	Replacement Cost at Year 10	Replacement Cost at Year 15	Salvage Value Year 20
A. Structures				
50 Year Life	\$ 147,000.00			\$ 103,782.00
20 Year Life	\$ 15,000.00			\$ 6,000.00
B. Process Equipment				
20 Year Life	\$ -			\$ -
15 Year Life	\$ 68,000.00		\$ 68,000.00	\$ 53,040.00
C. Auxiliary Equipment				
15 Year Life	\$ 30,000.00		\$ 30,000.00	\$ 18,750.00
10 Year Life	\$ 35,000.00	\$ 35,000.00		\$ 7,000.00
D. Other Costs				
Construction Cost	\$ 29,500.00			
Land Cost	\$ 12,000.00			\$ 6,000.00
Testing/Permitting	\$ 7,500.00			
Contingencies	\$ 32,500.00			
Technical Services	\$ 46,000.00			
TOTAL PROJECT COST	\$ 422,500.00			
TOTAL REPLACEMENT COST		\$ 35,000.00	\$ 98,000.00	
TOTAL SALVAGE VALUE				\$ 194,572.00

I71/SR95 Sanitary Sewer
Morrow County, Ohio

Convey and Treat at Chesterville WWTP (Not Including the Wenmor Development)

(Assume no purchase)

PRESENT WORTH DETERMINATION

COST & OTHER DATA UTILIZED

Planning Period: 20 Years		Construction Period (Years):	1
Initial Cost of Project	\$ 422,500.00		
Replacement Cost at Year 10	\$ 35,000.00		
Replacement Cost at Year 15	\$ 98,000.00		
Salvage Value at year 20	\$ 194,572.00		
Constant Annual Operation & Maintenance Cost		\$ 11,000.00	
Variable Annual Operation & Maintenance Cost		\$ -	Year 0 to
		\$ 7,810.00	Year 20
Estimated Tap Fees to Chesterville (One time Initial fee)	\$ 50,000.00		
Estimated Annual Service Fees to Chesterville (\$2/1,000 Gal)	\$ 18,980.00		
Interest Rate	2.70%		

DETERMINE PRESENT WORTH OVER 20 YEARS

Factors (20 years at 2.7%, unless noted)

Present Worth (PW) of constant annual O&M cost (P/A)	15.3044
Present Worth (PW) of variable O&M cost (annually) (P/G)	131.9289
Present Worth replacement cost - Year 10 (P/F)	0.7664
Present Worth replacement cost - Year 15 (P/F)	0.6711
Present Worth salvage value - Year 20 (P/F)	0.5877
Interest During Construction = Initial cost x (0.5) x Construction Period (Years) x Interest Rate	0.0135
Present Worth (PW) of annual service fees (P/A)	15.3044
Equivalent annual cost (A/P)	0.06535

CALCULATIONS - PRESENT WORTH

1. Initial Cost	\$ 422,500.00
2a. Constant O&M	\$ 168,348.40
2b. Variable O&M	\$ 51,518.24
3. Replacement Cost	\$ 92,591.80
4. Salvage Value (minus)	\$ (114,349.96)
5. Interest During Construction	\$ 5,703.75
PRESENT WORTH (w/out tap fees and annual service fees)	\$ 626,300.00
AVERAGE EQUIVALENT ANNUAL COST	\$ 40,900.00
6. Tap Fees to Chesterville	\$ 50,000.00
7. Annual Service Fees to Chesterville (\$2/1,000 Gal)	\$ 290,477.51
PRESENT WORTH (with tap fees and annual service fees to Chesterville)	\$ 966,800.00
AVERAGE EQUIVALENT ANNUAL COST	\$ 63,200.00

APPENDIX F

SIGNATURE RECEIVED FILED COPY
OhioEPA

State of Ohio Environmental Protection Agency
Central District Office

4/1/08

STREET ADDRESS:

Lazarus Government Center
50 W. Town St., Suite 700
Columbus, Ohio 43215

TELE: (614) 728-3778 FAX: (614) 728-3896
www.epa.state.oh.us

MAILING ADDRESS:

P.O. Box 1049
Columbus, OH 43216-1049

Certified Mail #91 7108 2133 3932 4450 5893

March 26, 2008

Chris Hanson, Owner
Mt. Gilead KOA
5961 State Route 95
Mount Gilead, OH 43338

**Re: Mt. Gilead KOA
Notice of Violation
Morrow County/Franklin Township**

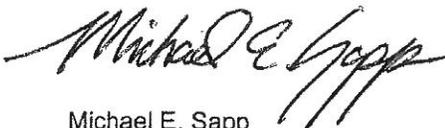
Dear Mr. Hanson:

This correspondence serves as Notice of Violation for failure to undertake corrective actions to replace the failed wastewater treatment system serving the Mt. Gilead KOA Campground located at 5961 State Route 95 in Morrow County. You were sent a certified letter on October 12, 2007, which detailed the results of an inspection performed on September 25, 2007 with the Morrow County Health Department. The letter (see enclosed) documented the results of a dye test indicating system failure and requested a written response describing measures proposed to improve the functioning of the existing system and schedule for the installation of a replacement system prior to re-opening the campground in 2008. The written response was requested within 30 days of the receipt of the certified letter.

To date, no written response has been received by this office and no actions have been undertaken to replace the failed system. Consequently, this correspondence also serves as a formal request to the Morrow County Health department to proceed with denial of the 2008 campground licenses application issued through health department.

If you have any questions concerning this correspondence, please contact me at (614) 728-3848.

Sincerely,



Michael E. Sapp
Compliance and Enforcement Section
Division of Surface Water
Central District Office

Enclosures

c: Jennifer Trainer, Morrow County Health Department
David Thomas
Cheryl Solomon
Ron Young w/enclosures

MES/nsm Mt. Gilead KOA Campground NOV 08

Ted Strickland, Governor
Lee Fisher, Lieutenant Governor
Chris Korleski, Director



State of Ohio Environmental Protection Agency

Central District Office

STREET ADDRESS:

Lazarus Government Center
50 W. Town St., Suite 700
Columbus, Ohio 43215

TELE: (614) 728-3778 FAX: (614) 728-3898
www.epa.state.oh.us

MAILING ADDRESS:

P.O. Box 1049
Columbus, OH 43216-1049

Certified Mail #91 7108 2133 3932 4450 8146

October 12, 2007

**Re: Mt. Gilead KOA
Complaint Inspection
Morrow County/Franklin Township**

Chris Hanson, Owner
Mt. Gilead KOA
5961 State Route 95
Mount Gilead, OH 43338

Dear Mr. Hanson:

This correspondence is written in follow-up to a site inspection conducted on September 25, 2007, at the Mt. Gilead KOA Campground located at 5961 State Route 95 in Morrow County. The inspection was performed in response to complaints from the Morrow County Health Department that the septic and leaching system serving the campground facility had failed. Present for the inspection were Doug Franz and Jennifer Trainer from the Morrow County Health Department, Karen Ash from the Ohio Department of Health and myself of the Ohio EPA, Central District Office, Division of Surface Water.

At the time of the inspection, grey, septic wastewater was observed in the drainage swale just north of State Route 95, southwest of the campground office (see attached photographs). The discharge of septic wastewater was observed from a 4-inch diameter tile located approximately 150 feet south of the septic tank.

Based on information provided by the Morrow County Health Department, it appears that the existing disposal system consists of a 4000 gallon septic tank followed by a sand filter bed. This system was installed in 1975 after the original leach bed had failed. This modification, as well as subsequent expansions to the campground facility were conducted without consultation or approval from this office or the Morrow County Health Department.

In order to mitigate the unsanitary conditions associated with the failed system serving the campground it will be necessary for you to install a replacement on-site treatment system. The enclosed information describes the process for evaluating a site for an on-site disposal system starting with an evaluation by a soil scientist. If the land is found to be unsuitable for a conventional septic and leaching system, then an alternative treatment system such as a Wisconsin mound or drip irrigation system must be evaluated.

Ted Strickland, Governor
Lee Fisher, Lieutenant Governor
Chris Korleski, Director

Ohio EPA is an Equal Opportunity Employer

Chris Hanson, Owner
Mt. Gilead KOA
Page -2-

Until such time that a replacement system can be installed I would recommend that the following corrective actions be undertaken to help mitigate the problems associated with the current situation:

1. Contact a licensed installer to pump the tank on a more frequent basis to reduce loadings on the system.
2. Installation of a time elapsed meter on the water well pump or an alternative means of flow measurement for water usage. Collection of water usage data will facilitate the sizing and design of a replacement system.
3. Immediately discontinue use of the dump station to non-campground vehicles to decrease loadings on the system. The camp manager indicated that the dump station is made available to recreational vehicles for a fee.

Please respond to this correspondence, in writing within 30 days of receipt of this letter, as to your intentions to undertake corrective actions on the wastewater disposal system serving the Mt. Gilead KOA Campground. Your response should include a description of measures undertaken to improve the functioning of the existing system as well as an update of the status of a replacement system. Your response must include a schedule which provides for repairs to the system prior to the re-opening of the campground in 2008. Failure to provide an adequately functioning wastewater disposal system will jeopardize the campground licenses issued through the Morrow County Health Department.

It is anticipated that a follow-up inspection will be performed within the next 45-60 days to reassess the condition of the failed septic and leaching system.

If you have any questions concerning this correspondence, please contact me at (614) 728-3848.

Sincerely,



Michael E. Sapp
Compliance and Enforcement Section
Division of Surface Water
Central District Office

Enclosures

c: Doug Franz, Morrow County Health Department
David Thomas
Cheryl Solomon



APPENDIX G

Application No. OH0106038

Issue Date: June 28, 2007

Effective Date: July 1, 2007

Expiration Date: June 30, 2012

RECEIVED
JUN 27 2007
OHIO EPA 1030

Ohio Environmental Protection Agency
Authorization to Discharge Under the
National Pollutant Discharge Elimination System

In compliance with the provisions of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. seq., hereinafter referred to as the "Act"), and the Ohio Water Pollution Control Act (Ohio Revised Code Section 6111),

Wenmor Development Inc.

is authorized by the Ohio Environmental Protection Agency, hereinafter referred to as "Ohio EPA," to discharge from the Wenmor Development Inc. wastewater treatment works located at I-71 and State Route 95, Mt. Gilead, Ohio, Morrow County and discharging to the Kokosing River in accordance with the conditions specified in Parts I, II, and III of this permit.

This permit is conditioned upon payment of applicable fees as required by Section 3745.11 of the Ohio Revised Code.

This permit and the authorization to discharge shall expire at midnight on the expiration date shown above. In order to receive authorization to discharge beyond the above date of expiration, the permittee shall submit such information and forms as are required by the Ohio EPA no later than 180 days prior to the above date of expiration.



Chris Korleski
Director

Total Pages: 19

Part I, A. - FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. During the period beginning on the effective date of this NPDES permit and lasting until the expiration date, the permittee is authorized to discharge in accordance with the following limitations and monitoring requirements from outfall 4PX00008001. See Part II, OTHER REQUIREMENTS, for locations of effluent sampling.

Table - Final Outfall - 001 - Final

Effluent Characteristic Parameter	Discharge Limitations				Monitoring Requirements		
	Concentration Maximum Minimum	Specified Units Weekly Monthly	Loading* Daily Weekly Monthly	Measuring Frequency	Sampling Type	Monitoring Months	
00010 - Water Temperature - C	-	-	-	1/Day	Grab	All	
00083 - Color, Severity - Units	-	-	-	1/Day	Estimate	All	
00300 - Dissolved Oxygen - mg/l	6.0	-	-	1/Week	Grab	All	
00530 - Total Suspended Solids - mg/l	18	12	1.7	1/Week	Composite	All	
00552 - Oil and Grease, Hexane Extr Method - mg/l	10.0	-	-	1/Quarter	Grab	Quarterly	
00610 - Nitrogen, Ammonia (NH3) - mg/l	-	-	-	1/2 Weeks	Composite	Winter	
00610 - Nitrogen, Ammonia (NH3) - mg/l	3.0	2.0	0.3	1/2 Weeks	Composite	Summer	
01330 - Odor, Severity - Units	-	-	-	1/Day	Estimate	All	
01350 - Turbidity, Severity - Units	-	-	-	1/Day	Estimate	All	
31616 - Fecal Coliform - #/100 ml	2000	1000	-	1/Month	Grab	Summer	
50050 - Flow Rate - MGD	-	-	-	1/Day	Continuous	All	
50060 - Chlorine, Total Residual - mg/l	0.038	-	-	1/Day	Grab	Summer	
80082 - CBOD 5 day - mg/l	15	10	1.4	1/Week	Composite	All	

Notes for Station Number 4PX00008001:

* Effluent loadings based on average design flow of 0.025 MGD.

- Sampling shall be performed when discharging. If NO DISCHARGE OCCURS DURING THE ENTIRE MONTH, report "AL" in the first column of the first day of the month on the 4500 Form (Monthly Operating Report). A signature is still required.

- Total Residual Chlorine - See Part II, Items I.

- Color, Odor and Turbidity - See Part II, Item F.

Part I, B. - SLUDGE MONITORING REQUIREMENTS

1. Sludge Monitoring. During the period beginning on the effective date of this NPDES permit and lasting until the expiration date, the permittee shall monitor the treatment works' final sludge at Station Number 4PX00008588, and report to the Ohio EPA in accordance with the following table. See Part II, OTHER REQUIREMENTS, for location of sludge sampling.

Table - Sludge Monitoring - 588 - Final

Effluent Characteristic	Discharge Limitations				Monitoring Requirements			
	Concentration Specified Units		Loading* kg/day		Measuring Frequency	Sampling Type	Monitoring Months	Total
	Maximum	Minimum	Weekly	Monthly				
Parameter					1/Day			All
80991 - Sludge Volume, Gallons - Gals	-	-	-	-	-	-	-	-

NOTES for Station Number 4PX00008588:

* Monitoring is required when sludge is removed from the wastewater treatment facility and disposed of by hauling to another POTW. If no sludge is removed during the entire month, report "AL" in the first column of the first day of the month on the 4500 Form (Monthly Operating Report). A signature is still required.

- See Part II, Item L.

Part II, OTHER REQUIREMENTS

A. The wastewater treatment works must be under supervision of a Class I State certified operator as required by rule 3745-7-02 of the Ohio Administrative Code.

B. Description of the location of the required sampling stations are as follows:

Sampling Station	Description of Location
4PX00008001	Final effluent after chlorine contact tank (Lat: 40 N 29' 15"; Long: 82 W 43' 00")
4PX00008588	Sludge hauling to another POTW

C. This permit shall be modified, or alternatively, revoked and reissued, to comply with any applicable effluent standard or limitation issued or approved under Sections 301(b)(2)(C) and (D), 304(b)(2), and 307(a)(2) of the Clean Water Act, if the effluent standard or limitation so issued or approved.

1. Contains different conditions or is otherwise more stringent than any effluent limitation in the permit; or
2. Controls any pollutant not limited in the permit.

The permit as modified or reissued under this paragraph shall also contain any other requirements of the Act then applicable.

D. All parameters, except flow, need not be monitored on days when the plant is not normally staffed (Saturdays, Sundays, and Holidays). On those days, report "AN" on the monthly report form.

E. Permit limitations may be revised in order to meet water quality standards after a stream use determination and waste load allocation are completed and approved. This permit may be modified, or alternatively, revoked and reissued, to comply with any applicable water quality effluent limitations.

F. If Severity Units are required for Turbidity, Odor, or Color, use the following table to determine the value between 0 and 4 that is reported.

REPORTED VALUE*	SEVERITY DESCRIPTION	TURBIDITY	ODOR	COLOR
0	None	Clear	None	Colorless
1	Mild			
2	Moderate	Light Solids	Musty	Grey
3	Serious			
4	Extreme	Heavy Solids	Septic	Black

* Interpolate between the descriptive phrases.

G. Composite samples shall be comprised of at least three grab samples proportionate in volume to the sewage flow rate at the time of sampling and collected at intervals of at least 30 minutes, but not more than 2 hours, during the period that the plant is staffed on each day for sampling. Such samples shall be collected at such times and locations, and in such fashion, as to be representative of the facility's overall performance.

H. Grab samples shall be collected at such times and locations, and in such fashion, as to be representative of the facility's performance.

I. The parameters below have had effluent limitations established that are below the Ohio EPA Quantification Level (OEPA QL) for the 40 CFR 136 promulgated analytical procedure for those parameters. In accordance with the ORC Section 6111.13 and OAC Rule 3745-33-07(C), if a discharge limit is set below the OEPA QL, any analytical result reported less than the OEPA QL shall be considered to be in compliance with that limit. OEPA QLs may be expressed as Practical Quantification Levels (PQL) or Minimum Levels (ML).

The permittee must utilize the lowest available detection method currently approved under 40 CFR Part 136 for monitoring these parameters.

REPORTING:

All analytical results, even those below the OEPA QL (listed below), shall be reported. Analytical results are to be reported as follows:

1. Results above the QL: Report the analytical result for the parameter of concern.
2. Results above the MDL, but below the QL: Report the analytical result, even though it is below the QL.
3. Results below the MDL: Analytical results below the method detection limit shall be reported as "below detection" using the reporting code "AA".

The following table of quantification levels will be used to determine compliance with NPDES permit limits:

Parameter	PQL	ML
Chlorine, Total Residual	0.050 mg/l	--
Cyanide, Free	0.025 mg/l	--

This permit may be modified, or alternatively, revoked and reissued, to include more stringent effluent limits or conditions if information generated as a result of the conditions of this permit indicate the presence of these pollutants in the discharge at levels above the water quality based effluent limit (WQBEL).

J. POTWs that accept hazardous wastes by truck, rail, or dedicated pipeline are considered to be hazardous waste treatment, storage, and disposal facilities (TSDFs) and are subject to regulation under the Resource Conservation and Recovery Act (RCRA). Under the "permit-by-rule" regulation found at 40 CFR 270.60(c), a POTW must:

- 1) comply with all conditions of its NPDES permit,
- 2) obtain a RCRA ID number and comply with certain manifest and reporting requirements under RCRA,
- 3) satisfy corrective action requirements, and
- 4) meet all federal, state, and local pretreatment requirements.

K. Not later than January 31 of each calendar year, the permittee shall submit two (2) copies of a report summarizing the sludge disposal and/or reuse activities of the facility during the previous year. One copy of the report shall be sent to the Ohio EPA, Division of Surface Water, Central Office, and one copy of the report shall be sent to the Ohio EPA Central District Office. This report shall address:

- 1) Amount of sludge disposed of/reused in dry tons.
- 2) Method(s) of disposal/reuse.
- 3) Summary of all analyses made on the sludge, including any priority pollutant scans that may have been performed. (If a priority pollutant scan has been conducted as a part of the pretreatment program, the most recent analysis should be submitted.)
- 4) Problems encountered including any complaints received. The cause or reason for the problem and corrective actions taken to solve the problem should also be included. Any incidents of interference with the method of sludge disposal shall be identified, along with the cause of interference (i.e., excessive metals concentration, contaminated sludge, etc.) and the corrective actions taken.

PART III - GENERAL CONDITIONS

1. DEFINITIONS

"Daily discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day.

"Average weekly" discharge limitation means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week. Each of the following 7-day periods is defined as a calendar week: Week 1 is Days 1 - 7 of the month; Week 2 is Days 8 - 14; Week 3 is Days 15 - 21; and Week 4 is Days 22 - 28. If the "daily discharge" on days 29, 30 or 31 exceeds the "average weekly" discharge limitation, Ohio EPA may elect to evaluate the last 7 days of the month as Week 4 instead of Days 22 - 28. Compliance with fecal coliform bacteria or E coli bacteria limitations shall be determined using the geometric mean.

"Average monthly" discharge limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. Compliance with fecal coliform bacteria or E coli bacteria limitations shall be determined using the geometric mean.

"85 percent removal" means the arithmetic mean of the values for effluent samples collected in a period of 30 consecutive days shall not exceed 15 percent of the arithmetic mean of the values for influent samples collected at approximately the same times during the same period.

"Absolute Limitations" Compliance with limitations having descriptions of "shall not be less than," "nor greater than," "shall not exceed," "minimum," or "maximum" shall be determined from any single value for effluent samples and/or measurements collected.

"Net concentration" shall mean the difference between the concentration of a given substance in a sample taken of the discharge and the concentration of the same substances in a sample taken at the intake which supplies water to the given process. For the purpose of this definition, samples that are taken to determine the net concentration shall always be 24-hour composite samples made up of at least six increments taken at regular intervals throughout the plant day.

"Net Load" shall mean the difference between the load of a given substance as calculated from a sample taken of the discharge and the load of the same substance in a sample taken at the intake which supplies water to given process. For purposes of this definition, samples that are taken to determine the net loading shall always be 24-hour composite samples made up of at least six increments taken at regular intervals throughout the plant day.

"MGD" means million gallons per day.

"mg/l" means milligrams per liter.

"ug/l" means micrograms per liter.

"ng/l" means nanograms per liter.

"S.U." means standard pH unit.

"kg/day" means kilograms per day.

"Reporting Code" is a five digit number used by the Ohio EPA in processing reported data. The reporting code does not imply the type of analysis used nor the sampling techniques employed.

"Quarterly (1/Quarter) sampling frequency" means the sampling shall be done in the months of March, June, August, and December, unless specifically identified otherwise in the Effluent Limitations and Monitoring Requirements table.

"Yearly (1/Year) sampling frequency" means the sampling shall be done in the month of September, unless specifically identified otherwise in the effluent limitations and monitoring requirements table.

"Semi-annual (2/Year) sampling frequency" means the sampling shall be done during the months of June and December, unless specifically identified otherwise.

"Winter" shall be considered to be the period from November 1 through April 30.

"Bypass" means the intentional diversion of waste streams from any portion of the treatment facility.

"Summer" shall be considered to be the period from May 1 through October 31.

"Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

"Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

"Sewage sludge" means a solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works as defined in section 6111.01 of the Revised Code. "Sewage sludge" includes, but is not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment processes. "Sewage sludge" does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of domestic sewage in a treatment works, animal manure, residue generated during treatment of animal manure, or domestic septage.

"Sewage sludge weight" means the weight of sewage sludge, in dry U.S. tons, including admixtures such as liming materials or bulking agents. Monitoring frequencies for sewage sludge parameters are based on the reported sludge weight generated in a calendar year (use the most recent calendar year data when the NPDES permit is up for renewal).

"Sewage sludge fee weight" means the weight of sewage sludge, in dry U.S. tons, excluding admixtures such as liming materials or bulking agents. Annual sewage sludge fees, as per section 3745.11(Y) of the Ohio Revised Code, are based on the reported sludge fee weight for the most recent calendar year.

2. GENERAL EFFLUENT LIMITATIONS

The effluent shall, at all times, be free of substances:

- A. In amounts that will settle to form putrescent, or otherwise objectionable, sludge deposits; or that will adversely affect aquatic life or water fowl;
- B. Of an oily, greasy, or surface-active nature, and of other floating debris, in amounts that will form noticeable accumulations of scum, foam or sheen;
- C. In amounts that will alter the natural color or odor of the receiving water to such degree as to create a nuisance;
- D. In amounts that either singly or in combination with other substances are toxic to human, animal, or aquatic life;
- E. In amounts that are conducive to the growth of aquatic weeds or algae to the extent that such growths become inimical to more desirable forms of aquatic life, or create conditions that are unsightly, or constitute a nuisance in any other fashion;
- F. In amounts that will impair designated instream or downstream water uses.

3. FACILITY OPERATION AND QUALITY CONTROL

All wastewater treatment works shall be operated in a manner consistent with the following:

- A. At all times, the permittee shall maintain in good working order and operate as efficiently as possible all treatment or control facilities or systems installed or used by the permittee necessary to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with conditions of the permit.
- B. The permittee shall effectively monitor the operation and efficiency of treatment and control facilities and the quantity and quality of the treated discharge.
- C. Maintenance of wastewater treatment works that results in degradation of effluent quality shall be scheduled during non-critical water quality periods and shall be carried out in a manner approved by Ohio EPA as specified in the Paragraph in the PART III entitled, "UNAUTHORIZED DISCHARGES".

4. REPORTING

A. Monitoring data required by this permit may be submitted in hardcopy format on the Ohio EPA 4500 report form pre-printed by Ohio EPA or an approved facsimile. Ohio EPA 4500 report forms for each individual sampling station are to be received no later than the 15th day of the month following the month-of-interest. The original report form must be signed and mailed to:

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Surface Water
Enforcement Section ES/MOR
P.O. Box 1049
Columbus, Ohio 43216-1049

Monitoring data may also be submitted electronically using Ohio EPA developed SWIMware software. Data must be transmitted to Ohio EPA via electronic mail or the bulletin board system by the 20th day of the month following the month-of-interest. A Surface Water Information Management System (SWIMS) Memorandum of Agreement (MOA) must be signed by the responsible official and submitted to Ohio EPA to receive an authorized Personal Identification Number (PIN) prior to sending data electronically. A hardcopy of the Ohio EPA 4500 form must be generated via SWIMware, signed and maintained onsite for records retention purposes.

B. If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified below, the results of such monitoring shall be included in the calculation and reporting of the values required in the reports specified above.

C. Analyses of pollutants not required by this permit, except as noted in the preceding paragraph, shall not be reported on Ohio EPA report form (4500) but records shall be retained as specified in the paragraph entitled "RECORDS RETENTION".

5. SAMPLING AND ANALYTICAL METHOD

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored flow. Test procedures for the analysis of pollutants shall conform to regulation 40 CFR 136, "Test Procedures For The Analysis of Pollutants" unless other test procedures have been specified in this permit. The permittee shall periodically calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals to insure accuracy of measurements.

6. RECORDING OF RESULTS

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- A. The exact place and date of sampling; (time of sampling not required on EPA 4500)
- B. The person(s) who performed the sampling or measurements;
- C. The date the analyses were performed on those samples;
- D. The person(s) who performed the analyses;
- E. The analytical techniques or methods used; and
- F. The results of all analyses and measurements.

7. RECORDS RETENTION

The permittee shall retain all of the following records for the wastewater treatment works for a minimum of three years except those records that pertain to sewage sludge disposal, use, storage, or treatment, which shall be kept for a minimum of five years, including:

- A. All sampling and analytical records (including internal sampling data not reported);
- B. All original recordings for any continuous monitoring instrumentation;
- C. All instrumentation, calibration and maintenance records;
- D. All plant operation and maintenance records;
- E. All reports required by this permit; and
- F. Records of all data used to complete the application for this permit for a period of at least three years, or five years for sewage sludge, from the date of the sample, measurement, report, or application.

These periods will be extended during the course of any unresolved litigation, or when requested by the Regional Administrator or the Ohio EPA. The three year period, or five year period for sewage sludge, for retention of records shall start from the date of sample, measurement, report, or application.

8. AVAILABILITY OF REPORTS

Except for data determined by the Ohio EPA to be entitled to confidential status, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the appropriate district offices of the Ohio EPA. Both the Clean Water Act and Section 6111.05 Ohio Revised Code state that effluent data and receiving water quality data shall not be considered confidential.

9. DUTY TO PROVIDE INFORMATION

The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking, and reissuing, or terminating the permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

10. RIGHT OF ENTRY

The permittee shall allow the Director or an authorized representative upon presentation of credentials and other documents as may be required by law to:

- A. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit.
- B. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit.
- C. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit.
- D. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

11. UNAUTHORIZED DISCHARGES

A. Bypassing or diverting of wastewater from the treatment works is prohibited unless:

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of downtime. This condition is not satisfied if adequate back up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
3. The permittee submitted notices as required under paragraph D. of this section,

B. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.

C. The Director may approve an unanticipated bypass after considering its adverse effects, if the Director determines that it has met the three conditions listed in paragraph 11.A. of this section.

D. The permittee shall submit notice of an unanticipated bypass as required in section 12. A.

E. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded if that bypass is for essential maintenance to assure efficient operation.

12. NONCOMPLIANCE NOTIFICATION

A. The permittee shall by telephone report any of the following within twenty-four (24) hours of discovery at (toll free) 1-800-282-9378:

1. Any noncompliance which may endanger health or the environment;
2. Any unanticipated bypass which exceeds any effluent limitation in the permit; or
3. Any upset which exceeds any effluent limitation in the permit.
4. Any violation of a maximum daily discharge limitation for any of the pollutants listed by the Director in the permit.

B. For the telephone reports required by Part 12.A., the following information must be included:

1. The times at which the discharge occurred, and was discovered;
2. The approximate amount and the characteristics of the discharge;
3. The stream(s) affected by the discharge;
4. The circumstances which created the discharge;
5. The names and telephone numbers of the persons who have knowledge of these circumstances;
6. What remedial steps are being taken; and
7. The names and telephone numbers of the persons responsible for such remedial steps.

C. These telephone reports shall be confirmed in writing within five days of the discovery of the discharge and/or noncompliance and submitted to the appropriate Ohio EPA district office. The report shall include the following:

1. The limitation(s) which has been exceeded;
2. The extent of the exceedance(s);
3. The cause of the exceedance(s);
4. The period of the exceedance(s) including exact dates and times;
5. If uncorrected, the anticipated time the exceedance(s) is expected to continue, and
6. Steps being taken to reduce, eliminate, and/or prevent occurrence of the exceedance(s).

D. Compliance Schedule Events:

If the permittee is unable to meet any date for achieving an event, as specified in the schedule of compliance, the permittee shall submit a written report to the appropriate district office of the Ohio EPA within 14 days of becoming aware of such situation. The report shall include the following:

1. The compliance event which has been or will be violated;
2. The cause of the violation;
3. The remedial action being taken;
4. The probable date by which compliance will occur; and
5. The probability of complying with subsequent and final events as scheduled.

E. The permittee shall report all instances of noncompliance not reported under paragraphs A, B, or C of this section, at the time monitoring reports are submitted. The reports shall contain the information listed in paragraphs B and C of this section.

F. Where the permittee becomes aware that it failed to submit any relevant application or submitted incorrect information in a permit application or in any report to the director, it shall promptly submit such facts or information.

13. RESERVED

14. DUTY TO MITIGATE

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

15. AUTHORIZED DISCHARGES

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than, or at a level in excess of, that authorized by this permit shall constitute a violation of the terms and conditions of this permit. Such violations may result in the imposition of civil and/or criminal penalties as provided for in Section 309 of the Act and Ohio Revised Code Sections 6111.09 and 6111.99.

16. DISCHARGE CHANGES

The following changes must be reported to the appropriate Ohio EPA district office as soon as practicable:

A. For all treatment works, any significant change in character of the discharge which the permittee knows or has reason to believe has occurred or will occur which would constitute cause for modification or revocation and reissuance. The permittee shall give advance notice to the Director of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. Notification of permit changes or anticipated noncompliance does not stay any permit condition.

B. For publicly owned treatment works:

1. Any proposed plant modification, addition, and/or expansion that will change the capacity or efficiency of the plant;
2. The addition of any new significant industrial discharge; and
3. Changes in the quantity or quality of the wastes from existing tributary industrial discharges which will result in significant new or increased discharges of pollutants.

C. For non-publicly owned treatment works, any proposed facility expansions, production increases, or process modifications, which will result in new, different, or increased discharges of pollutants.

Following this notice, modifications to the permit may be made to reflect any necessary changes in permit conditions, including any necessary effluent limitations for any pollutants not identified and limited herein. A determination will also be made as to whether a National Environmental Policy Act (NEPA) review will be required. Sections 6111.44 and 6111.45, Ohio Revised Code, require that plans for treatment works or improvements to such works be approved by the Director of the Ohio EPA prior to initiation of construction.

D. In addition to the reporting requirements under 40 CFR 122.41(l) and per 40 CFR 122.42(a), all existing manufacturing, commercial, mining, and silvicultural dischargers must notify the Director as soon as they know or have reason to believe:

1. That any activity has occurred or will occur which would result in the discharge on a routine or frequent basis of any toxic pollutant which is not limited in the permit. If that discharge will exceed the highest of the "notification levels" specified in 40 CFR Sections 122.42(a)(1)(i) through 122.42(a)(1)(iv).
2. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the "notification levels" specified in 122.42(a)(2)(i) through 122.42(a)(2)(iv).

17. TOXIC POLLUTANTS

The permittee shall comply with effluent standards or prohibitions established under Section 307 (a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement. Following establishment of such standards or prohibitions, the Director shall modify this permit and so notify the permittee.

18. PERMIT MODIFICATION OR REVOCATION

A. After notice and opportunity for a hearing, this permit may be modified or revoked, by the Ohio EPA, in whole or in part during its term for cause including, but not limited to, the following:

1. Violation of any terms or conditions of this permit;
2. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
3. Change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.

B. Pursuant to rule 3745-33-04, Ohio Administrative Code, the permittee may at any time apply to the Ohio EPA for modification of any part of this permit. The filing of a request by the permittee for a permit modification or revocation does not stay any permit condition. The application for modification should be received by the appropriate Ohio EPA district office at least ninety days before the date on which it is desired that the modification become effective. The application shall be made only on forms approved by the Ohio EPA.

19. TRANSFER OF OWNERSHIP OR CONTROL

This permit may be transferred or assigned and a new owner or successor can be authorized to discharge from this facility, provided the following requirements are met:

A. The permittee shall notify the succeeding owner or successor of the existence of this permit by a letter, a copy of which shall be forwarded to the appropriate Ohio EPA district office. The copy of that letter will serve as the permittee's notice to the Director of the proposed transfer. The copy of that letter shall be received by the appropriate Ohio EPA district office sixty (60) days prior to the proposed date of transfer;

B. A written agreement containing a specific date for transfer of permit responsibility and coverage between the current and new permittee (including acknowledgement that the existing permittee is liable for violations up to that date, and that the new permittee is liable for violations from that date on) shall be submitted to the appropriate Ohio EPA district office within sixty days after receipt by the district office of the copy of the letter from the permittee to the succeeding owner;

At anytime during the sixty (60) day period between notification of the proposed transfer and the effective date of the transfer, the Director may prevent the transfer if he concludes that such transfer will jeopardize compliance with the terms and conditions of the permit. If the Director does not prevent transfer, he will modify the permit to reflect the new owner.

20. OIL AND HAZARDOUS SUBSTANCE LIABILITY

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Clean Water Act.

21. SOLIDS DISPOSAL

Collected grit and screenings, and other solids other than sewage sludge, shall be disposed of in such a manner as to prevent entry of those wastes into waters of the state, and in accordance with all applicable laws and rules.

22. CONSTRUCTION AFFECTING NAVIGABLE WATERS

This permit does not authorize or approve the construction of any onshore or offshore physical structures or facilities or the undertaking of any work in any navigable waters.

23. CIVIL AND CRIMINAL LIABILITY

Except as exempted in the permit conditions on UNAUTHORIZED DISCHARGES or UPSETS, nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

24. STATE LAWS AND REGULATIONS

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation under authority preserved by Section 510 of the Clean Water Act.

25. PROPERTY RIGHTS

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations.

26. UPSET

The provisions of 40 CFR Section 122.41(n), relating to "Upset," are specifically incorporated herein by reference in their entirety. For definition of "upset," see Part III, Paragraph 1, DEFINITIONS.

27. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

28. SIGNATORY REQUIREMENTS

All applications submitted to the Director shall be signed and certified in accordance with the requirements of 40 CFR 122.22.

All reports submitted to the Director shall be signed and certified in accordance with the requirements of 40 CFR Section 122.22.

29. OTHER INFORMATION

A. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or in any report to the Director, it shall promptly submit such facts or information.

B. ORC 6111.99 provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$25,000 per violation.

C. ORC 6111.99 states that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$25,000 per violation.

D. ORC 6111.99 provides that any person who violates Sections 6111.04, 6111.042, 6111.05, or division (A) of Section 6111.07 of the Revised Code shall be fined not more than \$25,000 or imprisoned not more than one year, or both.

30. NEED TO HALT OR REDUCE ACTIVITY

40 CFR 122.41(c) states that it shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with conditions of this permit.

31. APPLICABLE FEDERAL RULES

All references to 40 CFR in this permit mean the version of 40 CFR which is effective as of the effective date of this permit.

32. AVAILABILITY OF PUBLIC SEWERS

Notwithstanding the issuance or non-issuance of an NPDES permit to a semi-public disposal system, whenever the sewage system of a publicly owned treatment works becomes available and accessible, the permittee operating any semi-public disposal system shall abandon the semi-public disposal system and connect it into the publicly owned treatment works.

Application No. OH0136263

Issue Date: January 10, 2006

Effective Date: February 1, 2006

Expiration Date: January 31, 2011

RECEIVED

JAN 11 2006

OHIO EPA/CDC

Ohio Environmental Protection Agency
Authorization to Discharge Under the
National Pollutant Discharge Elimination System

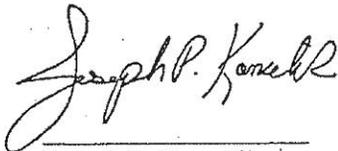
In compliance with the provisions of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. seq., hereinafter referred to as the "Act"), and the Ohio Water Pollution Control Act (Ohio Revised Code Section 6111),

Duke - Mt Gilead Travel Plaza

is authorized by the Ohio Environmental Protection Agency, hereinafter referred to as "Ohio EPA," to discharge from the wastewater treatment works located at 6173 St. Rt. 95 Morrow County and discharging to unnamed tributary to Kokosing River in accordance with the conditions specified in Parts I, II, and III of this permit.

This permit is conditioned upon payment of applicable fees as required by Section 3745.11 of the Ohio Revised Code.

This permit and the authorization to discharge shall expire at midnight on the expiration date shown above. In order to receive authorization to discharge beyond the above date of expiration, the permittee shall submit such information and forms as are required by the Ohio EPA no later than 180 days prior to the above date of expiration.



Joseph P. Koncelik
Director

Total Pages: 17

Part I, A. - FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. During the period beginning on the effective date of this NPDES Permit and lasting until the expiration date of this permit, the permittee is authorized to discharge in accordance with the following limitations and monitoring requirements from outfall 4PR00100001. See Part II, OTHER REQUIREMENTS, for locations of effluent sampling.

Table - Final Outfall - 001 - Final

Effluent Characteristic Parameter	Discharge Limitations				Monitoring Requirements					
	Concentration Maximum	Minimum	Specified Units Weekly	Monthly	Daily	Weekly	Monthly	Measuring Frequency	Sampling Type	Monitoring Months
00010 - Water Temperature - C	-	-	-	-	-	-	-	1/Day	Continuous	All
00083 - Color, Severity - Units	-	-	-	-	-	-	-	1/Day	Estimate	All
00300 - Dissolved Oxygen - mg/l	-	6	-	-	-	-	-	1/Week	Continuous	All
00400 - pH - S.U.	9.0	6.5	-	-	-	-	-	1/Week	Grab	All
00530 - Total Suspended Solids - mg/l	-	-	18	12	-	1.77	1.18	1/Week	Composite	All
00610 - Nitrogen, Ammonia (NH3) - mg/l	-	-	4.5	3.0	-	0.443	0.295	1 / 2 Weeks	Composite	Winter
00610 - Nitrogen, Ammonia (NH3) - mg/l	-	-	1.5	1	-	0.147	0.098	1 / 2 Weeks	Composite	Summer
01330 - Odor, Severity - Units	-	-	-	-	-	-	-	1/Day	Estimate	All
01350 - Turbidity, Severity - Units	-	-	-	-	-	-	-	1/Day	Estimate	All
31616 - Fecal Coliform - #/100 ml	-	-	2000	1000	-	-	-	1/Month	Grab	Summer
50050 - Flow Rate - MGD	-	-	-	-	-	-	-	1/Day	Continuous	All
50060 - Chlorine, Total Residual - mg/l	0.019	-	-	-	-	-	-	1/Day	Continuous	All
80082 - CBOD 5 day - mg/l	-	-	12	10	-	1.18	0.985	1/Week	Composite	All

Notes for Station Number 4PR00100001:

* Effluent Loadings based on average design flow of 0.026 MGD

- Total residual chlorine - See Part II, item F

- Odor, Color and Turbidity Monitoring - See Part II, item C.

- Sampling shall be performed when discharging. If NO DISCHARGE OCCURS DURING THE ENTIRE MONTH, report "AL" in the first column of the first day of the month on the 4500 Form (Monthly Operating Report). A signature is still required.

Part I, B. - SLUDGE MONITORING REQUIREMENTS

1. Sludge Monitoring. During the period beginning on the effective date of this permit and lasting until the expiration date, the permittee shall monitor the treatment works' final sludge at Station Number 4PR00100588, and report to the Ohio EPA in accordance with the following table. See Part II, OTHER REQUIREMENTS, for location of sludge sampling.

Table - Sludge Monitoring - 588 - Final

Effluent Characteristic Parameter	Discharge Limitations			Monitoring Requirements		
	Concentration Specified Units	Loading* kg/day	Measuring Frequency	Sampling Type	Monitoring Months	
70316 - Sludge Weight - Dry Tons	Maximum Minimum	Weekly Monthly	Daily	Weekly Monthly	1/Day Total	All
70318 - Sludge Solids, Percent Total - %	Maximum Minimum	Weekly Monthly	Daily	Weekly Monthly	1/Day Grab	All

NOTES for Station Number 4PR00100588:

* Monitoring is required when sludge is removed from the wastewater treatment facility and disposed of by Hauling to another POTW. If no sludge is removed during the entire month, report "AL" in the first column of the first day of the month on the 4500 Form (Monthly Operating Report). A signature is still required.

*** Sludge weight is a calculated total for the sampling period.

Part II, OTHER REQUIREMENTS

A. Description of the location of the required sampling stations are as follows:

Sampling Station	Description of Location
4PR00100001	End of pipe from Chlorine contact tank to unnamed tributary of Kokosing River (Lat: 40N 29' 7"; Long: 82W 42' 9")
4PR00100588	Sludge Hauled to another POTW

B. This permit shall be modified, or alternatively, revoked and reissued, to comply with any applicable effluent standard or limitation issued or approved under Sections 301(b)(2)(C) and (D), 304(b)(2), and 307(a)(2) of the Clean Water Act, if the effluent standard or limitation so issued or approved.

1. Contains different conditions or is otherwise more stringent than any effluent limitation in the permit; or
2. Controls any pollutant not limited in the permit.

The permit as modified or reissued under this paragraph shall also contain any other requirements of the Act then applicable.

C. If Severity Units are required for Turbidity, Odor, or Color, use the following table to determine the value between 0 and 4 that is reported.

REPORTED VALUE*	SEVERITY DESCRIPTION	TURBIDITY	ODOR	COLOR
0	None	Clear	None	Colorless
1	Mild			
2	Moderate	Light Solids	Musty	Grey
3	Serious			
4	Extreme	Heavy Solids	Septic	Black

* Interpolate between the descriptive phrases.

D. Composite samples shall be comprised of at least three grab samples proportionate in volume to the storm water flow rate at the time of sampling and collected at intervals of at least 30 minutes, but not more than 2 hours, during the period that the plant is staffed on each day for sampling. Such samples shall be collected at such times and locations, and in such fashion, as to be representative of the facility's overall performance.

E. Grab samples shall be collected at such times and locations, and in such fashion, as to be representative of the facility's performance.

F. The parameters below have had effluent limitations established that are below the Ohio OEPA Quantification Level (OEPA QL) for the 40 CFR 136 promulgated analytical procedure for those parameters. In accordance with the ORC Section 6111.13 and OAC Rule 3745-33-07(C), if a discharge limit is set below the OEPA QL, any analytical result reported less than the OEPA QL shall be considered to be in compliance with that limit. OEPA QLs may be expressed as Practical Quantification Levels (PQL) or Minimum Levels (ML).

The permittee must utilize the lowest available detection method currently approved under 40 CFR Part 136 for monitoring these parameters.

REPORTING:

All analytical results, even those below the OEPA QL (listed below), shall be reported. Analytical results are to be reported as follows:

1. Results above the QL: Report the analytical result for the parameter of concern.
2. Results above the MDL, but below the QL: Report the analytical result, even though it is below the QL.
3. Results below the MDL: Analytical results below the method detection limit shall be reported as "below detection" using the reporting code "AA".

The following table of quantification levels will be used to determine compliance with NPDES permit limits:

Parameter	PQL	ML
Chlorine, Total Residual	0.050 mg/l	--
Cyanide, Free	0.025 mg/l	--

This permit may be modified, or alternatively, revoked and reissued, to include more stringent effluent limits or conditions if information generated as a result of the conditions of this permit indicate the presence of these pollutants in the discharge at levels above the water quality based effluent limit (WQBEL).

G. Final permit limitations based on preliminary or approved waste load allocations are subject to change based on modifications to or finalization of the allocation or report or changes to Water Quality Standards. Monitoring requirements and/or special conditions of this permit are subject to change based on regulatory or policy changes.

H. . Not later than January 31 of each calendar year, the permittee shall submit two (2) copies of a report summarizing the sludge disposal and/or reuse activities of the facility during the previous year. One copy of the report shall be sent to the Ohio EPA, Division of Surface Water, Central Office, and one copy of the report shall be sent to the Central District Office. This report shall address:

- 1) Amount of sludge disposed of/reused in dry tons.
- 2) Method(s) of disposal/reuse.
- 3) Summary of all analyses made on the sludge, including any priority pollutant scans that may have been performed. (If a priority pollutant scan has been conducted as a part of the pretreatment program, the most recent analysis should be submitted.)
- 4) Problems encountered including any complaints received. The cause or reason for the problem and corrective actions taken to solve the problem should also be included. Any incidents of interference with the method of sludge disposal shall be identified, along with the cause of interference (i.e., excessive metals concentration, contaminated sludge, etc.) and the corrective actions taken.

PART III - GENERAL CONDITIONS

1. DEFINITIONS

"Daily discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day.

"Average weekly" discharge limitation means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week. Each of the following 7-day periods is defined as a calendar week: Week 1 is Days 1 - 7 of the month; Week 2 is Days 8 - 14; Week 3 is Days 15 - 21; and Week 4 is Days 22 - 28. If the "daily discharge" on days 29, 30 or 31 exceeds the "average weekly" discharge limitation, Ohio EPA may elect to evaluate the last 7 days of the month as Week 4 instead of Days 22 - 28. Compliance with fecal coliform bacteria or E coli bacteria limitations shall be determined using the geometric mean.

"Average monthly" discharge limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. Compliance with fecal coliform bacteria or E coli bacteria limitations shall be determined using the geometric mean.

"85 percent removal" means the arithmetic mean of the values for effluent samples collected in a period of 30 consecutive days shall not exceed 15 percent of the arithmetic mean of the values for influent samples collected at approximately the same times during the same period.

"Absolute Limitations" Compliance with limitations having descriptions of "shall not be less than," "nor greater than," "shall not exceed," "minimum," or "maximum" shall be determined from any single value for effluent samples and/or measurements collected.

"Net concentration" shall mean the difference between the concentration of a given substance in a sample taken of the discharge and the concentration of the same substances in a sample taken at the intake which supplies water to the given process. For the purpose of this definition, samples that are taken to determine the net concentration shall always be 24-hour composite samples made up of at least six increments taken at regular intervals throughout the plant day.

"Net Load" shall mean the difference between the load of a given substance as calculated from a sample taken of the discharge and the load of the same substance in a sample taken at the intake which supplies water to given process. For purposes of this definition, samples that are taken to determine the net loading shall always be 24-hour composite samples made up of at least six increments taken at regular intervals throughout the plant day.

"MGD" means million gallons per day.

"mg/l" means milligrams per liter.

"ug/l" means micrograms per liter.

"ng/l" means nanograms per liter.

"S.U." means standard pH unit.

"kg/day" means kilograms per day.

"Reporting Code" is a five digit number used by the Ohio EPA in processing reported data. The reporting code does not imply the type of analysis used nor the sampling techniques employed.

"Quarterly (1/Quarter) sampling frequency" means the sampling shall be done in the months of March, June, August, and December, unless specifically identified otherwise in the Effluent Limitations and Monitoring Requirements table.

"Yearly (1/Year) sampling frequency" means the sampling shall be done in the month of September, unless specifically identified otherwise in the effluent limitations and monitoring requirements table.

"Semi-annual (2/Year) sampling frequency" means the sampling shall be done during the months of June and December, unless specifically identified otherwise.

"Winter" shall be considered to be the period from November 1 through April 30.

"Bypass" means the intentional diversion of waste streams from any portion of the treatment facility.

"Summer" shall be considered to be the period from May 1 through October 31.

"Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

"Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

"Sewage sludge" means a solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works as defined in section 6111.01 of the Revised Code. "Sewage sludge" includes, but is not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment processes. "Sewage sludge" does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of domestic sewage in a treatment works, animal manure, residue generated during treatment of animal manure, or domestic septage.

"Sewage sludge weight" means the weight of sewage sludge, in dry U.S. tons, including admixtures such as liming materials or bulking agents. Monitoring frequencies for sewage sludge parameters are based on the reported sludge weight generated in a calendar year (use the most recent calendar year data when the NPDES permit is up for renewal).

"Sewage sludge fee weight" means the weight of sewage sludge, in dry U.S. tons, excluding admixtures such as liming materials or bulking agents. Annual sewage sludge fees, as per section 3745.11(Y) of the Ohio Revised Code, are based on the reported sludge fee weight for the most recent calendar year.

2. GENERAL EFFLUENT LIMITATIONS

The effluent shall, at all times, be free of substances:

- A. In amounts that will settle to form putrescent, or otherwise objectionable, sludge deposits; or that will adversely affect aquatic life or water fowl;
- B. Of an oily, greasy, or surface-active nature, and of other floating debris, in amounts that will form noticeable accumulations of scum, foam or sheen;
- C. In amounts that will alter the natural color or odor of the receiving water to such degree as to create a nuisance;
- D. In amounts that either singly or in combination with other substances are toxic to human, animal, or aquatic life;
- E. In amounts that are conducive to the growth of aquatic weeds or algae to the extent that such growths become inimical to more desirable forms of aquatic life, or create conditions that are unsightly, or constitute a nuisance in any other fashion;
- F. In amounts that will impair designated instream or downstream water uses.

3. FACILITY OPERATION AND QUALITY CONTROL

All wastewater treatment works shall be operated in a manner consistent with the following:

- A. At all times, the permittee shall maintain in good working order and operate as efficiently as possible all treatment or control facilities or systems installed or used by the permittee necessary to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with conditions of the permit.
- B. The permittee shall effectively monitor the operation and efficiency of treatment and control facilities and the quantity and quality of the treated discharge.
- C. Maintenance of wastewater treatment works that results in degradation of effluent quality shall be scheduled during non-critical water quality periods and shall be carried out in a manner approved by Ohio EPA as specified in the Paragraph in the PART III entitled, "UNAUTHORIZED DISCHARGES".

4. REPORTING

A. Monitoring data required by this permit may be submitted in hardcopy format on the Ohio EPA 4500 report form pre-printed by Ohio EPA or an approved facsimile. Ohio EPA 4500 report forms for each individual sampling station are to be received no later than the 15th day of the month following the month-of-interest. The original report form must be signed and mailed to:

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Surface Water
Enforcement Section ES/MOR
P.O. Box 1049
Columbus, Ohio 43216-1049

Monitoring data may also be submitted electronically using Ohio EPA developed SWIMware software. Data must be transmitted to Ohio EPA via electronic mail or the bulletin board system by the 20th day of the month following the month-of-interest. A Surface Water Information Management System (SWIMS) Memorandum of Agreement (MOA) must be signed by the responsible official and submitted to Ohio EPA to receive an authorized Personal Identification Number (PIN) prior to sending data electronically. A hardcopy of the Ohio EPA 4500 form must be generated via SWIMware, signed and maintained onsite for records retention purposes.

B. If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified below, the results of such monitoring shall be included in the calculation and reporting of the values required in the reports specified above.

C. Analyses of pollutants not required by this permit, except as noted in the preceding paragraph, shall not be reported on Ohio EPA report form (4500) but records shall be retained as specified in the paragraph entitled "RECORDS RETENTION".

5. SAMPLING AND ANALYTICAL METHOD

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored flow. Test procedures for the analysis of pollutants shall conform to regulation 40 CFR 136, "Test Procedures For The Analysis of Pollutants" unless other test procedures have been specified in this permit. The permittee shall periodically calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals to insure accuracy of measurements.

6. RECORDING OF RESULTS

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- A. The exact place and date of sampling; (time of sampling not required on EPA 4500)
- B. The person(s) who performed the sampling or measurements;
- C. The date the analyses were performed on those samples;
- D. The person(s) who performed the analyses;
- E. The analytical techniques or methods used; and
- F. The results of all analyses and measurements.

7. RECORDS RETENTION

The permittee shall retain all of the following records for the wastewater treatment works for a minimum of three years except those records that pertain to sewage sludge disposal, use, storage, or treatment, which shall be kept for a minimum of five years, including:

- A. All sampling and analytical records (including internal sampling data not reported);
- B. All original recordings for any continuous monitoring instrumentation;
- C. All instrumentation, calibration and maintenance records;
- D. All plant operation and maintenance records;
- E. All reports required by this permit; and
- F. Records of all data used to complete the application for this permit for a period of at least three years, or five years for sewage sludge, from the date of the sample, measurement, report, or application.

These periods will be extended during the course of any unresolved litigation, or when requested by the Regional Administrator or the Ohio EPA. The three year period for retention of records shall start from the date of sample, measurement, report, or application.

8. AVAILABILITY OF REPORTS

Except for data determined by the Ohio EPA to be entitled to confidential status, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the appropriate district offices of the Ohio EPA. Both the Clean Water Act and Section 6111.05 Ohio Revised Code state that effluent data and receiving water quality data shall not be considered confidential.

9. DUTY TO PROVIDE INFORMATION

The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking, and reissuing, or terminating the permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

10. RIGHT OF ENTRY

The permittee shall allow the Director or an authorized representative upon presentation of credentials and other documents as may be required by law to:

- A. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit.
- B. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit.
- C. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit.
- D. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

11. UNAUTHORIZED DISCHARGES

A. Bypassing or diverting of wastewater from the treatment works is prohibited unless:

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of downtime. This condition is not satisfied if adequate back up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
3. The permittee submitted notices as required under paragraph D. of this section,

B. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.

C. The Director may approve an unanticipated bypass after considering its adverse effects, if the Director determines that it has met the three conditions listed in paragraph 11.A. of this section.

D. The permittee shall submit notice of an unanticipated bypass as required in section 12. A.

E. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded if that bypass is for essential maintenance to assure efficient operation.

12. NONCOMPLIANCE NOTIFICATION

A. The permittee shall by telephone report any of the following within twenty-four (24) hours of discovery at (toll free) 1-800-282-9378:

1. Any noncompliance which may endanger health or the environment;
2. Any unanticipated bypass which exceeds any effluent limitation in the permit; or
3. Any upset which exceeds any effluent limitation in the permit.
4. Any violation of a maximum daily discharge limitation for any of the pollutants listed by the Director in the permit.

B. For the telephone reports required by Part 12.A., the following information must be included:

1. The times at which the discharge occurred, and was discovered;
2. The approximate amount and the characteristics of the discharge;
3. The stream(s) affected by the discharge;
4. The circumstances which created the discharge;
5. The names and telephone numbers of the persons who have knowledge of these circumstances;
6. What remedial steps are being taken; and
7. The names and telephone numbers of the persons responsible for such remedial steps.

C. These telephone reports shall be confirmed in writing within five days of the discovery of the discharge and/or noncompliance and submitted to the appropriate Ohio EPA district office. The report shall include the following:

1. The limitation(s) which has been exceeded;
2. The extent of the exceedance(s);
3. The cause of the exceedance(s);
4. The period of the exceedance(s) including exact dates and times;
5. If uncorrected, the anticipated time the exceedance(s) is expected to continue, and
6. Steps being taken to reduce, eliminate, and/or prevent occurrence of the exceedance(s).

D. Compliance Schedule Events:

If the permittee is unable to meet any date for achieving an event, as specified in the schedule of compliance, the permittee shall submit a written report to the appropriate district office of the Ohio EPA within 14 days of becoming aware of such situation. The report shall include the following:

1. The compliance event which has been or will be violated;
2. The cause of the violation;
3. The remedial action being taken;
4. The probable date by which compliance will occur; and
5. The probability of complying with subsequent and final events as scheduled.

E. The permittee shall report all instances of noncompliance not reported under paragraphs A, B, or C of this section, at the time monitoring reports are submitted. The reports shall contain the information listed in paragraphs B and C of this section.

F. Where the permittee becomes aware that it failed to submit any relevant application or submitted incorrect information in a permit application or in any report to the director, it shall promptly submit such facts or information.

13. RESERVED

14. DUTY TO MITIGATE

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

15. AUTHORIZED DISCHARGES

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than, or at a level in excess of, that authorized by this permit shall constitute a violation of the terms and conditions of this permit. Such violations may result in the imposition of civil and/or criminal penalties as provided for in Section 309 of the Act and Ohio Revised Code Sections 6111.09 and 6111.99.

16. DISCHARGE CHANGES

The following changes must be reported to the appropriate Ohio EPA district office as soon as practicable:

A. For all treatment works, any significant change in character of the discharge which the permittee knows or has reason to believe has occurred or will occur which would constitute cause for modification or revocation and reissuance. The permittee shall give advance notice to the Director of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. Notification of permit changes or anticipated noncompliance does not stay any permit condition.

B. For publicly owned treatment works:

1. Any proposed plant modification, addition, and/or expansion that will change the capacity or efficiency of the plant;
2. The addition of any new significant industrial discharge; and
3. Changes in the quantity or quality of the wastes from existing tributary industrial discharges which will result in significant new or increased discharges of pollutants.

C. For non-publicly owned treatment works, any proposed facility expansions, production increases, or process modifications, which will result in new, different, or increased discharges of pollutants.

Following this notice, modifications to the permit may be made to reflect any necessary changes in permit conditions, including any necessary effluent limitations for any pollutants not identified and limited herein. A determination will also be made as to whether a National Environmental Policy Act (NEPA) review will be required. Sections 6111.44 and 6111.45, Ohio Revised Code, require that plans for treatment works or improvements to such works be approved by the Director of the Ohio EPA prior to initiation of construction.

D. In addition to the reporting requirements under 40 CFR 122.41(l) and per 40 CFR 122.42(a), all existing manufacturing, commercial, mining, and silvicultural dischargers must notify the Director as soon as they know or have reason to believe:

1. That any activity has occurred or will occur which would result in the discharge on a routine or frequent basis of any toxic pollutant which is not limited in the permit. If that discharge will exceed the highest of the "notification levels" specified in 40 CFR Sections 122.42(a)(1)(i) through 122.42(a)(1)(iv).
2. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the "notification levels" specified in 122.42(a)(2)(i) through 122.42(a)(2)(iv).

17. TOXIC POLLUTANTS

The permittee shall comply with effluent standards or prohibitions established under Section 307 (a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement. Following establishment of such standards or prohibitions, the Director shall modify this permit and so notify the permittee.

18. PERMIT MODIFICATION OR REVOCATION

A. After notice and opportunity for a hearing, this permit may be modified or revoked, by the Ohio EPA, in whole or in part during its term for cause including, but not limited to, the following:

1. Violation of any terms or conditions of this permit;
2. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
3. Change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.

B. Pursuant to rule 3745-33-04, Ohio Administrative Code, the permittee may at any time apply to the Ohio EPA for modification of any part of this permit. The filing of a request by the permittee for a permit modification or revocation does not stay any permit condition. The application for modification should be received by the appropriate Ohio EPA district office at least ninety days before the date on which it is desired that the modification become effective. The application shall be made only on forms approved by the Ohio EPA.

19. TRANSFER OF OWNERSHIP OR CONTROL

This permit may be transferred or assigned and a new owner or successor can be authorized to discharge from this facility, provided the following requirements are met:

A. The permittee shall notify the succeeding owner or successor of the existence of this permit by a letter, a copy of which shall be forwarded to the appropriate Ohio EPA district office. The copy of that letter will serve as the permittee's notice to the Director of the proposed transfer. The copy of that letter shall be received by the appropriate Ohio EPA district office sixty (60) days prior to the proposed date of transfer;

B. A written agreement containing a specific date for transfer of permit responsibility and coverage between the current and new permittee (including acknowledgement that the existing permittee is liable for violations up to that date, and that the new permittee is liable for violations from that date on) shall be submitted to the appropriate Ohio EPA district office within sixty days after receipt by the district office of the copy of the letter from the permittee to the succeeding owner;

At anytime during the sixty (60) day period between notification of the proposed transfer and the effective date of the transfer, the Director may prevent the transfer if he concludes that such transfer will jeopardize compliance with the terms and conditions of the permit. If the Director does not prevent transfer, he will modify the permit to reflect the new owner.

20. OIL AND HAZARDOUS SUBSTANCE LIABILITY

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Clean Water Act.

21. SOLIDS DISPOSAL

Collected grit and screenings, and other solids other than sewage sludge, shall be disposed of in such a manner as to prevent entry of those wastes into waters of the state, and in accordance with all applicable laws and rules.

22. CONSTRUCTION AFFECTING NAVIGABLE WATERS

This permit does not authorize or approve the construction of any onshore or offshore physical structures or facilities or the undertaking of any work in any navigable waters.

23. CIVIL AND CRIMINAL LIABILITY

Except as exempted in the permit conditions on UNAUTHORIZED DISCHARGES or UPSETS, nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

24. STATE LAWS AND REGULATIONS

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation under authority preserved by Section 510 of the Clean Water Act.

25. PROPERTY RIGHTS

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations.

26. UPSET

The provisions of 40 CFR Section 122.41(n), relating to "Upset," are specifically incorporated herein by reference in their entirety. For definition of "upset," see Part III, Paragraph 1, DEFINITIONS.

27. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

28. SIGNATORY REQUIREMENTS

All applications submitted to the Director shall be signed and certified in accordance with the requirements of 40 CFR 122.22.

All reports submitted to the Director shall be signed and certified in accordance with the requirements of 40 CFR Section 122.22.

29. OTHER INFORMATION

A. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or in any report to the Director, it shall promptly submit such facts or information.

B. ORC 6111.99 provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$25,000 per violation.

C. ORC 6111.99 states that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$25,000 per violation.

D. ORC 6111.99 provides that any person who violates Sections 6111.04, 6111.042, 6111.05, or division (A) of Section 6111.07 of the Revised Code shall be fined not more than \$25,000 or imprisoned not more than one year, or both.

30. NEED TO HALT OR REDUCE ACTIVITY

40 CFR 122.41(c) states that it shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with conditions of this permit.

31. APPLICABLE FEDERAL RULES

All references to 40 CFR in this permit mean the version of 40 CFR which is effective as of the effective date of this permit.

32. AVAILABILITY OF PUBLIC SEWERS

Notwithstanding the issuance or non-issuance of an NPDES permit to a semi-public disposal system, whenever the sewage system of a publicly owned treatment works becomes available and accessible, the permittee operating any semi-public disposal system shall abandon the semi-public disposal system and connect it into the publicly owned treatment works.

Application No. OH0124478

Issue Date: September 11, 2006

Effective Date: October 1, 2006

Expiration Date: September 30, 2011

RECEIVED
SEP 11 2006
OHIO EPA/CDO

Ohio Environmental Protection Agency
Authorization to Discharge Under the
National Pollutant Discharge Elimination System

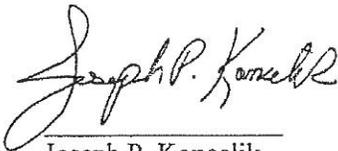
In compliance with the provisions of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. seq., hereinafter referred to as the "Act"), and the Ohio Water Pollution Control Act (Ohio Revised Code Section 6111),

Village of Chesterville

is authorized by the Ohio Environmental Protection Agency, hereinafter referred to as "Ohio EPA," to discharge from the Village of Chesterville wastewater treatment works located approximately 1/4 mile southeast of the intersection of State Route 95 and State Route 314, in Chesterville, Ohio, Knox County and discharging to the Kokosing River in accordance with the conditions specified in Parts I, II, and III of this permit.

This permit is conditioned upon payment of applicable fees as required by Section 3745.11 of the Ohio Revised Code.

This permit and the authorization to discharge shall expire at midnight on the expiration date shown above. In order to receive authorization to discharge beyond the above date of expiration, the permittee shall submit such information and forms as are required by the Ohio EPA no later than 180 days prior to the above date of expiration.



Joseph P. Koncelik
Director

Total Pages: 19

Part I, A. - FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. During the period beginning on the effective date of this NPDES permit and lasting until the expiration date of this permit, the permittee is authorized to discharge in accordance with the following limitations and monitoring requirements from the following outfall: 4PA00103001. See Part II, OTHER REQUIREMENTS, for locations of effluent sampling.

Table - Final Outfall - 001 - Final

Parameter	Concentration Specified Units			Discharge Limitations		Monitoring Requirements					
	Maximum	Minimum	Concentration	Weekly	Monthly	Daily	Weekly	Monthly	Measuring Frequency	Sampling Type	Monitoring Months
00010 - Water Temperature - C	-	-	-	-	-	-	-	-	1/Day	Grab	All
00083 - Color, Severity - Units	-	-	-	-	-	-	-	-	1/Day	Estimate	All
00300 - Dissolved Oxygen - mg/l	-	6.0	-	-	-	-	-	-	1/Week	Grab	All
00400 - pH - S.U.	9.0	6.5	-	-	-	-	-	-	1/Week	Grab	All
00530 - Total Suspended Solids - mg/l	-	-	18	12	-	-	6.5	4.3	1/Week	Composite	All
00610 - Nitrogen, Ammonia (NH3) - mg/l	-	-	1.5	1.0	-	-	0.5	0.36	1/2 Weeks	Composite	Summer
00610 - Nitrogen, Ammonia (NH3) - mg/l	-	-	4.5	3.0	-	-	1.6	1.08	1/2 Weeks	Composite	Winter
01330 - Odor, Severity - Units	-	-	-	-	-	-	-	-	1/Day	Estimate	All
01350 - Turbidity, Severity - Units	-	-	-	-	-	-	-	-	1/Day	Estimate	All
31616 - Fecal Coliform - #/100 ml	2000	-	-	-	-	-	-	-	1/Month	Grab	Summer
50050 - Flow Rate - MGD	-	-	-	-	-	-	-	-	1/Day	Continuous	All
80082 - CBOD 5 day - mg/l	-	-	15	10	-	-	5.4	3.6	1/Week	Composite	All

Notes for station 4PA00103001:

* Effluent loadings based on average design flow of 0.095 MGD.

Part I, B. - SSO MONITORING EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. SSO Monitoring. During the period beginning on the effective date of this NPDES permit and lasting until the expiration date of this permit, the permittee shall monitor at Station Number 4PA00103300, and report to the Ohio EPA in accordance with the following table. See Part II, OTHER REQUIREMENTS, for location of sampling.

Table - SSO Monitoring - 300 - Final

Effluent Characteristic Parameter	Concentration Specified Units			Discharge Limitations			Monitoring Requirements			
	Maximum	Minimum	Weekly	Monthly	Daily	Weekly	Monthly	Measuring Frequency	Sampling Type	Monitoring Months
50050 - Flow Rate - MGD	-	-	-	-	-	-	-	1/Day	Continuous	All
80998 - Bypass Occurrence, Number per month - No./Month	-	-	-	-	-	-	-	1/Day	Continuous	All
80999 - Bypass Duration, Hours per month - Hr/Month	-	-	-	-	-	-	-	1/Day	Continuous	All

NOTES for Station Number 4PA00103300:
See Part II, Item E.

Part I, B. - SLUDGE MONITORING REQUIREMENTS

1. Sludge Monitoring. During the period beginning on the effective date of this NPDES permit and lasting until the expiration date of this permit, the permittee shall monitor the treatment works' final sludge at Station Number 4PA00103588, and report to the Ohio EPA in accordance with the following table. See Part II, OTHER REQUIREMENTS, for location of sludge sampling.

Table - Sludge Monitoring - 588 - Final

Parameter	Effluent Characteristic			Discharge Limitations			Monitoring Requirements		
	Maximum	Concentration Specified Units	Loading* kg/day	Weekly	Daily	Weekly	Measuring Frequency	Sampling Type	Monitoring Months
70316 - Sludge Weight - Dry Tons	-	-	-	-	-	-	1/Year	Total	All
80991 - Sludge Volume, Gallons - Gals	-	-	-	-	-	-	1/Year	Total	All

NOTES for Station Number 4PA00103588:

* Monitoring is required when sludge is removed from the wastewater treatment facility and disposed of by hauling to another WWTP. If no sludge is removed during the entire month, report "AL" in the first column of the first day of the month on the 4500 Form (Monthly Operating Report). A signature is still required.

See Part II, Item M.

Part II, Other Requirements

- A. The wastewater treatment works must be under supervision of a Class II State certified operator as required by rule 3745-7- 02 of the Ohio Administrative Code.
- B. The plant must be staffed and operated in accordance with the Ohio EPA approved Operation and Maintenance Manual.
- C. Description of the location of the required sampling stations are as follows:

Sampling Station	Description of Location
4PA00103001	Effluent weir of ultraviolet disinfection tank (Lat: 40 N 28' 18"; Long: 82 W 40' 42")
4PA00103300	Sanitary sewer overflows
4PA00103588	Hauling of sludge to another WWTP

D. All parameters, except flow, need not be monitored on days when the plant is not normally staffed (Saturdays, Sundays, and Holidays). On those days, report "AN" on the monthly report form.

E. Sanitary Sewer Overflow (SSO) Reporting Requirements

A sanitary sewer overflow is an overflow, spill, release, or diversion of wastewater from a sanitary sewer system. SSOs do not include wet weather discharges from combined sewer overflows specifically listed in Part II of this NPDES permit (if any). All SSOs are prohibited except under emergency conditions where the overflow occurs in full compliance with all of the provisions of 40 CFR 122.41(m) and Part III Item 11 of this NPDES permit. Sanitary sewer overflows must be reported as required below.

1. Reporting for SSOs That Imminently and Substantially Endanger Human Health

a) Immediate Notification

You must notify Ohio EPA (1-800-282-9378) and the appropriate Board of Health (i.e., city or county) within one hour of learning of any SSO from your sewers or from your maintenance contract areas that may imminently and substantially endanger human health. The telephone report must identify the location, estimated volume and receiving water, if any, of the overflow. An SSO that may imminently and substantially endanger human health includes dry weather overflows, major line breaks, overflow events that result in fish kills or other significant harm, and overflow events that occur in sensitive waters and high exposure areas such as protection areas for public drinking water intakes and waters where primary contact recreation occurs.

b) Follow-Up Written Report

Within 5 days of the time you become aware of any SSO that may imminently and substantially endanger human health, you must provide the Ohio EPA Central District Office a written report that includes:

- (i) the estimated date and time when the overflow began and stopped or will be stopped (if known);
- (ii) the location of the SSO including an identification number or designation if one exists;
- (iii) the receiving water (if there is one);
- (iv) an estimate of the volume of the SSO (if known);
- (v) a description of the sewer system component from which the release occurred (e.g., manhole, constructed overflow pipe, crack in pipe);
- (vi) the cause or suspected cause of the overflow;
- (vii) steps taken or planned to reduce, eliminate, and prevent reoccurrence of the overflow and a schedule of major milestones for those steps; and
- (viii) steps taken or planned to mitigate the impact(s) of the overflow and a schedule of major milestones for those steps.

A document showing the acceptable format for a 5-day follow up written report can be downloaded from the Ohio EPA Division of Surface Water Permits Program Technical Assistance web page at http://www.epa.state.oh.us/dsw/permits/technical_assistance.html

2. Reporting for All SSOs, Including Those That Imminently and Substantially Endanger Human Health

a) Monthly Operating Reports

Sanitary sewer overflows that enter waters of the state, either directly or through a storm sewer or other conveyance, shall be reported on your monthly operating reports. You must report the system-wide number of occurrences for SSOs that enter waters of the state in accordance with the requirements for station number 300. A monitoring table for this station is included in Part I, B of this NPDES permit. For the purpose of counting occurrences, each location on the sanitary sewer system where there is an overflow, spill, release, or diversion of wastewater on a given day is counted as one occurrence. For example, if on a given day overflows occur from a manhole at one location and from a damaged pipe at another location and they both enter waters of the state, you should record two occurrences for that day. If overflows from both locations continue on the following day, you should record two occurrences for the following day. At the end of the month, total the daily occurrences from all locations on your system and report this number using reporting code 74062 (Overflow Occurrence, No./Month) on the 4500 form for station number 300.

b) Annual Report

You must prepare an annual report of all SSOs in your collection system, including those that do not enter waters of the state. The annual report must be in an acceptable format (see below) and must include:

(i) A table that lists an identification number, a location description, and the receiving water (if any) for each existing SSO. If an SSO previously included in the list has been eliminated, this shall be noted. Assign each SSO location a unique identification by numbering them consecutively, beginning with 301.

(ii) A table that lists the date that an overflow occurred, the unique ID of the overflow, the name of affected receiving waters (if any), and the estimated volume of the overflow (in millions of gallons). The annual report may summarize information regarding overflows of less than approximately 1,000 gallons.

(iii) A table that summarizes the occurrence of water in basements (WIBs) by total number and by sewershed. The report shall include a narrative analysis of WIB patterns by location, frequency and cause.

Not later than March 31 of each year, you must submit two copies of the annual report for the previous calendar year to the Ohio EPA Central District Office. You also must provide adequate notice to the public of the availability of the report.

Systems serving fewer than 10,000 people are not required to prepare an annual report if all monthly operating reports for the preceding calendar year show no discharge from overflows.

A document showing the acceptable format for an annual SSO report can be downloaded from the Ohio EPA Division of Surface Water Permits Program Technical Assistance web page at http://www.epa.state.oh.us/dsw/permits/technical_assistance.html.

F. The permittee shall maintain in good working order and operate as efficiently as possible the "treatment works" and "sewerage system" as defined in ORC 6111.01 to achieve compliance with the terms and conditions of this permit and to prevent discharges to the waters of the state, surface of the ground, basements, homes, buildings, etc.

G. Composite samples shall be comprised of a series of grab samples collected over a 24-hour period and proportionate in volume to the sewage flow rate at the time of sampling. Such samples shall be collected at such times and locations, and in such a fashion, as to be representative of the facility's overall performance.

H. Grab samples shall be collected at such times and locations, and in such fashion, as to be representative of the facility's performance.

I. Effluent disinfection is not directly required, however, the entity is required to meet all applicable discharge permit limits. If disinfection facilities exist, they shall be maintained in an operable condition. Any design of wastewater treatment facilities should provide for the capability to install disinfection if required at a future time. Disinfection may be required if future bacteriological studies or emergency conditions indicate the need.

J. This permit shall be modified, or alternatively, revoked and reissued, to comply with any applicable effluent standard or limitation issued or approved under Sections 301(b)(2)(C) and (D), 304(b)(2), and 307(a)(2) of the Clean Water Act, if the effluent standard or limitation so issued or approved.

1. Contains different conditions or is otherwise more stringent than any effluent limitation in the permit; or
2. Controls any pollutant not limited in the permit.

The permit as modified or reissued under this paragraph shall also contain any other requirements of the Act then applicable.

K. The treatment works must obtain at least 85 percent removal of carbonaceous biochemical oxygen demand (five-day) and suspended solids (see Part III, Item 1).

L. Final permit limitations based on preliminary or approved waste load allocations are subject to change based on modifications to or finalization of the allocation or report or changes to Water Quality Standards. Monitoring requirements and/or special conditions of this permit are subject to change based on regulatory or policy changes.

M. No later than January 31 of each calendar year the Permittee shall submit two (2) copies of a report summarizing the sewage sludge disposal, use, storage, or treatment activities of the Permittee during the previous calendar year. One copy of the report shall be sent to the Ohio EPA, Division of Surface Water, P.O. Box 1049, Columbus, Ohio 43216-1049, and one copy of the report shall be sent to the Ohio EPA Central District Office. The report shall be submitted on Ohio EPA Form 4229.

N. Multiple grab samples shall be comprised of at least three grab samples collected at intervals of at least three hours during the period that the plant is staffed on each day for sampling. Samples shall be collected at such times and locations, and in such fashion, as to be representative of the facility's overall performance. The critical value shall be reported.

PART III - GENERAL CONDITIONS

1. DEFINITIONS

"Daily discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day.

"Average weekly" discharge limitation means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week. Each of the following 7-day periods is defined as a calendar week: Week 1 is Days 1 - 7 of the month; Week 2 is Days 8 - 14; Week 3 is Days 15 - 21; and Week 4 is Days 22 - 28. If the "daily discharge" on days 29, 30 or 31 exceeds the "average weekly" discharge limitation, Ohio EPA may elect to evaluate the last 7 days of the month as Week 4 instead of Days 22 - 28. Compliance with fecal coliform bacteria or E coli bacteria limitations shall be determined using the geometric mean.

"Average monthly" discharge limitation means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. Compliance with fecal coliform bacteria or E coli bacteria limitations shall be determined using the geometric mean.

"85 percent removal" means the arithmetic mean of the values for effluent samples collected in a period of 30 consecutive days shall not exceed 15 percent of the arithmetic mean of the values for influent samples collected at approximately the same times during the same period.

"Absolute Limitations" Compliance with limitations having descriptions of "shall not be less than," "nor greater than," "shall not exceed," "minimum," or "maximum" shall be determined from any single value for effluent samples and/or measurements collected.

"Net concentration" shall mean the difference between the concentration of a given substance in a sample taken of the discharge and the concentration of the same substances in a sample taken at the intake which supplies water to the given process. For the purpose of this definition, samples that are taken to determine the net concentration shall always be 24-hour composite samples made up of at least six increments taken at regular intervals throughout the plant day.

"Net Load" shall mean the difference between the load of a given substance as calculated from a sample taken of the discharge and the load of the same substance in a sample taken at the intake which supplies water to given process. For purposes of this definition, samples that are taken to determine the net loading shall always be 24-hour composite samples made up of at least six increments taken at regular intervals throughout the plant day.

"MGD" means million gallons per day.

"mg/l" means milligrams per liter.

"ug/l" means micrograms per liter.

"ng/l" means nanograms per liter.

"S.U." means standard pH unit.

"kg/day" means kilograms per day.

"Reporting Code" is a five digit number used by the Ohio EPA in processing reported data. The reporting code does not imply the type of analysis used nor the sampling techniques employed.

"Quarterly (1/Quarter) sampling frequency" means the sampling shall be done in the months of March, June, August, and December, unless specifically identified otherwise in the Effluent Limitations and Monitoring Requirements table.

"Yearly (1/Year) sampling frequency" means the sampling shall be done in the month of September, unless specifically identified otherwise in the effluent limitations and monitoring requirements table.

"Semi-annual (2/Year) sampling frequency" means the sampling shall be done during the months of June and December, unless specifically identified otherwise.

"Winter" shall be considered to be the period from November 1 through April 30.

"Bypass" means the intentional diversion of waste streams from any portion of the treatment facility.

"Summer" shall be considered to be the period from May 1 through October 31.

"Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

"Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

"Sewage sludge" means a solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works as defined in section 6111.01 of the Revised Code. "Sewage sludge" includes, but is not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment processes. "Sewage sludge" does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of domestic sewage in a treatment works, animal manure, residue generated during treatment of animal manure, or domestic septage.

"Sewage sludge weight" means the weight of sewage sludge, in dry U.S. tons, including admixtures such as liming materials or bulking agents. Monitoring frequencies for sewage sludge parameters are based on the reported sludge weight generated in a calendar year (use the most recent calendar year data when the NPDES permit is up for renewal).

"Sewage sludge fee weight" means the weight of sewage sludge, in dry U.S. tons, excluding admixtures such as liming materials or bulking agents. Annual sewage sludge fees, as per section 3745.11(Y) of the Ohio Revised Code, are based on the reported sludge fee weight for the most recent calendar year.

2. GENERAL EFFLUENT LIMITATIONS

The effluent shall, at all times, be free of substances:

- A. In amounts that will settle to form putrescent, or otherwise objectionable, sludge deposits; or that will adversely affect aquatic life or water fowl;
- B. Of an oily, greasy, or surface-active nature, and of other floating debris, in amounts that will form noticeable accumulations of scum, foam or sheen;
- C. In amounts that will alter the natural color or odor of the receiving water to such degree as to create a nuisance;
- D. In amounts that either singly or in combination with other substances are toxic to human, animal, or aquatic life;
- E. In amounts that are conducive to the growth of aquatic weeds or algae to the extent that such growths become inimical to more desirable forms of aquatic life, or create conditions that are unsightly, or constitute a nuisance in any other fashion;
- F. In amounts that will impair designated instream or downstream water uses.

3. FACILITY OPERATION AND QUALITY CONTROL

All wastewater treatment works shall be operated in a manner consistent with the following:

- A. At all times, the permittee shall maintain in good working order and operate as efficiently as possible all treatment or control facilities or systems installed or used by the permittee necessary to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with conditions of the permit.
- B. The permittee shall effectively monitor the operation and efficiency of treatment and control facilities and the quantity and quality of the treated discharge.
- C. Maintenance of wastewater treatment works that results in degradation of effluent quality shall be scheduled during non-critical water quality periods and shall be carried out in a manner approved by Ohio EPA as specified in the Paragraph in the PART III entitled, "UNAUTHORIZED DISCHARGES".

4. REPORTING

A. Monitoring data required by this permit may be submitted in hardcopy format on the Ohio EPA 4500 report form pre-printed by Ohio EPA or an approved facsimile. Ohio EPA 4500 report forms for each individual sampling station are to be received no later than the 15th day of the month following the month-of-interest. The original report form must be signed and mailed to:

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Surface Water
Enforcement Section ES/MOR
P.O. Box 1049
Columbus, Ohio 43216-1049

Monitoring data may also be submitted electronically using Ohio EPA developed SWIMware software. Data must be transmitted to Ohio EPA via electronic mail or the bulletin board system by the 20th day of the month following the month-of-interest. A Surface Water Information Management System (SWIMS) Memorandum of Agreement (MOA) must be signed by the responsible official and submitted to Ohio EPA to receive an authorized Personal Identification Number (PIN) prior to sending data electronically. A hardcopy of the Ohio EPA 4500 form must be generated via SWIMware, signed and maintained onsite for records retention purposes.

B. If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified below, the results of such monitoring shall be included in the calculation and reporting of the values required in the reports specified above.

C. Analyses of pollutants not required by this permit, except as noted in the preceding paragraph, shall not be reported on Ohio EPA report form (4500) but records shall be retained as specified in the paragraph entitled "RECORDS RETENTION".

5. SAMPLING AND ANALYTICAL METHOD

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored flow. Test procedures for the analysis of pollutants shall conform to regulation 40 CFR 136, "Test Procedures For The Analysis of Pollutants" unless other test procedures have been specified in this permit. The permittee shall periodically calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals to insure accuracy of measurements.

6. RECORDING OF RESULTS

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- A. The exact place and date of sampling; (time of sampling not required on EPA 4500)
- B. The person(s) who performed the sampling or measurements;
- C. The date the analyses were performed on those samples;
- D. The person(s) who performed the analyses;
- E. The analytical techniques or methods used; and
- F. The results of all analyses and measurements.

7. RECORDS RETENTION

The permittee shall retain all of the following records for the wastewater treatment works for a minimum of three years except those records that pertain to sewage sludge disposal, use, storage, or treatment, which shall be kept for a minimum of five years, including:

- A. All sampling and analytical records (including internal sampling data not reported);
- B. All original recordings for any continuous monitoring instrumentation;
- C. All instrumentation, calibration and maintenance records;
- D. All plant operation and maintenance records;
- E. All reports required by this permit; and
- F. Records of all data used to complete the application for this permit for a period of at least three years, or five years for sewage sludge, from the date of the sample, measurement, report, or application.

These periods will be extended during the course of any unresolved litigation, or when requested by the Regional Administrator or the Ohio EPA. The three year period, or five year period for sewage sludge, for retention of records shall start from the date of sample, measurement, report, or application.

8. AVAILABILITY OF REPORTS

Except for data determined by the Ohio EPA to be entitled to confidential status, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the appropriate district offices of the Ohio EPA. Both the Clean Water Act and Section 6111.05 Ohio Revised Code state that effluent data and receiving water quality data shall not be considered confidential.

9. DUTY TO PROVIDE INFORMATION

The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking, and reissuing, or terminating the permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

10. RIGHT OF ENTRY

The permittee shall allow the Director or an authorized representative upon presentation of credentials and other documents as may be required by law to:

- A. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit.
- B. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit.
- C. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit.
- D. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

11. UNAUTHORIZED DISCHARGES

A. Bypassing or diverting of wastewater from the treatment works is prohibited unless:

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of downtime. This condition is not satisfied if adequate back up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
3. The permittee submitted notices as required under paragraph D. of this section,

B. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.

C. The Director may approve an unanticipated bypass after considering its adverse effects, if the Director determines that it has met the three conditions listed in paragraph 11.A. of this section.

D. The permittee shall submit notice of an unanticipated bypass as required in section 12. A.

E. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded if that bypass is for essential maintenance to assure efficient operation.

12. NONCOMPLIANCE NOTIFICATION

A. The permittee shall by telephone report any of the following within twenty-four (24) hours of discovery at (toll free) 1-800-282-9378:

1. Any noncompliance which may endanger health or the environment;
2. Any unanticipated bypass which exceeds any effluent limitation in the permit; or
3. Any upset which exceeds any effluent limitation in the permit.
4. Any violation of a maximum daily discharge limitation for any of the pollutants listed by the Director in the permit.

B. For the telephone reports required by Part 12.A., the following information must be included:

1. The times at which the discharge occurred, and was discovered;
2. The approximate amount and the characteristics of the discharge;
3. The stream(s) affected by the discharge;
4. The circumstances which created the discharge;
5. The names and telephone numbers of the persons who have knowledge of these circumstances;
6. What remedial steps are being taken; and
7. The names and telephone numbers of the persons responsible for such remedial steps.

C. These telephone reports shall be confirmed in writing within five days of the discovery of the discharge and/or noncompliance and submitted to the appropriate Ohio EPA district office. The report shall include the following:

1. The limitation(s) which has been exceeded;
2. The extent of the exceedance(s);
3. The cause of the exceedance(s);
4. The period of the exceedance(s) including exact dates and times;
5. If uncorrected, the anticipated time the exceedance(s) is expected to continue, and
6. Steps being taken to reduce, eliminate, and/or prevent occurrence of the exceedance(s).

D. Compliance Schedule Events:

If the permittee is unable to meet any date for achieving an event, as specified in the schedule of compliance, the permittee shall submit a written report to the appropriate district office of the Ohio EPA within 14 days of becoming aware of such situation. The report shall include the following:

1. The compliance event which has been or will be violated;
2. The cause of the violation;
3. The remedial action being taken;
4. The probable date by which compliance will occur; and
5. The probability of complying with subsequent and final events as scheduled.

E. The permittee shall report all instances of noncompliance not reported under paragraphs A, B, or C of this section, at the time monitoring reports are submitted. The reports shall contain the information listed in paragraphs B and C of this section.

F. Where the permittee becomes aware that it failed to submit any relevant application or submitted incorrect information in a permit application or in any report to the director, it shall promptly submit such facts or information.

13. RESERVED

14. DUTY TO MITIGATE

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

15. AUTHORIZED DISCHARGES

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than, or at a level in excess of, that authorized by this permit shall constitute a violation of the terms and conditions of this permit. Such violations may result in the imposition of civil and/or criminal penalties as provided for in Section 309 of the Act and Ohio Revised Code Sections 6111.09 and 6111.99.

16. DISCHARGE CHANGES

The following changes must be reported to the appropriate Ohio EPA district office as soon as practicable:

A. For all treatment works, any significant change in character of the discharge which the permittee knows or has reason to believe has occurred or will occur which would constitute cause for modification or revocation and reissuance. The permittee shall give advance notice to the Director of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. Notification of permit changes or anticipated noncompliance does not stay any permit condition.

B. For publicly owned treatment works:

1. Any proposed plant modification, addition, and/or expansion that will change the capacity or efficiency of the plant;
2. The addition of any new significant industrial discharge; and
3. Changes in the quantity or quality of the wastes from existing tributary industrial discharges which will result in significant new or increased discharges of pollutants.

C. For non-publicly owned treatment works, any proposed facility expansions, production increases, or process modifications, which will result in new, different, or increased discharges of pollutants.

Following this notice, modifications to the permit may be made to reflect any necessary changes in permit conditions, including any necessary effluent limitations for any pollutants not identified and limited herein. A determination will also be made as to whether a National Environmental Policy Act (NEPA) review will be required. Sections 6111.44 and 6111.45, Ohio Revised Code, require that plans for treatment works or improvements to such works be approved by the Director of the Ohio EPA prior to initiation of construction.

D. In addition to the reporting requirements under 40 CFR 122.41(l) and per 40 CFR 122.42(a), all existing manufacturing, commercial, mining, and silvicultural dischargers must notify the Director as soon as they know or have reason to believe:

1. That any activity has occurred or will occur which would result in the discharge on a routine or frequent basis of any toxic pollutant which is not limited in the permit. If that discharge will exceed the highest of the "notification levels" specified in 40 CFR Sections 122.42(a)(1)(i) through 122.42(a)(1)(iv).
2. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the "notification levels" specified in 122.42(a)(2)(i) through 122.42(a)(2)(iv).

17. TOXIC POLLUTANTS

The permittee shall comply with effluent standards or prohibitions established under Section 307 (a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement. Following establishment of such standards or prohibitions, the Director shall modify this permit and so notify the permittee.

18. PERMIT MODIFICATION OR REVOCATION

A. After notice and opportunity for a hearing, this permit may be modified or revoked, by the Ohio EPA, in whole or in part during its term for cause including, but not limited to, the following:

1. Violation of any terms or conditions of this permit;
2. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
3. Change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.

B. Pursuant to rule 3745-33-04, Ohio Administrative Code, the permittee may at any time apply to the Ohio EPA for modification of any part of this permit. The filing of a request by the permittee for a permit modification or revocation does not stay any permit condition. The application for modification should be received by the appropriate Ohio EPA district office at least ninety days before the date on which it is desired that the modification become effective. The application shall be made only on forms approved by the Ohio EPA.

19. TRANSFER OF OWNERSHIP OR CONTROL

This permit may be transferred or assigned and a new owner or successor can be authorized to discharge from this facility, provided the following requirements are met:

A. The permittee shall notify the succeeding owner or successor of the existence of this permit by a letter, a copy of which shall be forwarded to the appropriate Ohio EPA district office. The copy of that letter will serve as the permittee's notice to the Director of the proposed transfer. The copy of that letter shall be received by the appropriate Ohio EPA district office sixty (60) days prior to the proposed date of transfer;

B. A written agreement containing a specific date for transfer of permit responsibility and coverage between the current and new permittee (including acknowledgement that the existing permittee is liable for violations up to that date, and that the new permittee is liable for violations from that date on) shall be submitted to the appropriate Ohio EPA district office within sixty days after receipt by the district office of the copy of the letter from the permittee to the succeeding owner;

At anytime during the sixty (60) day period between notification of the proposed transfer and the effective date of the transfer, the Director may prevent the transfer if he concludes that such transfer will jeopardize compliance with the terms and conditions of the permit. If the Director does not prevent transfer, he will modify the permit to reflect the new owner.

20. OIL AND HAZARDOUS SUBSTANCE LIABILITY

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Clean Water Act.

21. SOLIDS DISPOSAL

Collected grit and screenings, and other solids other than sewage sludge, shall be disposed of in such a manner as to prevent entry of those wastes into waters of the state, and in accordance with all applicable laws and rules.

22. CONSTRUCTION AFFECTING NAVIGABLE WATERS

This permit does not authorize or approve the construction of any onshore or offshore physical structures or facilities or the undertaking of any work in any navigable waters.

23. CIVIL AND CRIMINAL LIABILITY

Except as exempted in the permit conditions on UNAUTHORIZED DISCHARGES or UPSETS, nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

24. STATE LAWS AND REGULATIONS

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation under authority preserved by Section 510 of the Clean Water Act.

25. PROPERTY RIGHTS

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations.

26. UPSET

The provisions of 40 CFR Section 122.41(n), relating to "Upset," are specifically incorporated herein by reference in their entirety. For definition of "upset," see Part III, Paragraph 1, DEFINITIONS.

27. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

28. SIGNATORY REQUIREMENTS

All applications submitted to the Director shall be signed and certified in accordance with the requirements of 40 CFR 122.22.

All reports submitted to the Director shall be signed and certified in accordance with the requirements of 40 CFR Section 122.22.

29. OTHER INFORMATION

A. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or in any report to the Director, it shall promptly submit such facts or information.

B. ORC 6111.99 provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$25,000 per violation.

C. ORC 6111.99 states that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$25,000 per violation.

D. ORC 6111.99 provides that any person who violates Sections 6111.04, 6111.042, 6111.05, or division (A) of Section 6111.07 of the Revised Code shall be fined not more than \$25,000 or imprisoned not more than one year, or both.

30. NEED TO HALT OR REDUCE ACTIVITY

40 CFR 122.41(c) states that it shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with conditions of this permit.

31. APPLICABLE FEDERAL RULES

All references to 40 CFR in this permit mean the version of 40 CFR which is effective as of the effective date of this permit.

32. AVAILABILITY OF PUBLIC SEWERS

Notwithstanding the issuance or non-issuance of an NPDES permit to a semi-public disposal system, whenever the sewage system of a publicly owned treatment works becomes available and accessible, the permittee operating any semi-public disposal system shall abandon the semi-public disposal system and connect it into the publicly owned treatment works.

Application No. OH0142352

Issue Date:

DRAFT

Effective Date:

Expiration Date: 5 years

Ohio Environmental Protection Agency
Authorization to Discharge Under the
National Pollutant Discharge Elimination System

In compliance with the provisions of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. seq., hereinafter referred to as the "Act"), and the Ohio Water Pollution Control Act (Ohio Revised Code Section 6111),

Leaf Enterprises, Inc.
dba Subway Restaurant and Shell Gas Station

is authorized by the Ohio Environmental Protection Agency, hereinafter referred to as "Ohio EPA," to discharge from the Subway Restaurant and Shell Gas Station wastewater treatment works located at 6022 State Route 95, Mt. Gilead, Ohio, Morrow County and discharging to an unnamed tributary of the Kokosing River in accordance with the conditions specified in Parts I, II, and III of this permit.

This permit is conditioned upon payment of applicable fees as required by Section 3745.11 of the Ohio Revised Code.

This permit and the authorization to discharge shall expire at midnight on the expiration date shown above. In order to receive authorization to discharge beyond the above date of expiration, the permittee shall submit such information and forms as are required by the Ohio EPA no later than 180 days prior to the above date of expiration.

Chris Korleski
Director

Part I, A. - INTERIM EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. During the period beginning on the effective date of this permit and lasting until the end of the ninth month after the effective date, the permittee is authorized to discharge in accordance with the following limitations and monitoring requirements from the following outfall: 4PR00106001. See Part II, OTHER REQUIREMENTS, for locations of effluent sampling.

Table - Final Outfall - 001 - Interim

Effluent Characteristic Parameter	Discharge Limitations			Monitoring Requirements		
	Concentration Maximum Minimum	Specified Units Weekly Monthly	Loading* Daily Weekly Monthly	Measuring Frequency	Sampling Type	Monitoring Months
00010 - Water Temperature - C	-	-	-	1/Week	Grab	All
00056 - Flow Rate - GPD	-	-	-	1/Day	24hr Total Estimate	All
00083 - Color, Severity - Units	-	-	-	1/Week	Estimate	All
00300 - Dissolved Oxygen - mg/l	-	5.0	-	1/Quarter	Grab	Quarterly
00400 - pH - S.U.	9.0	6.5	-	1/Quarter	Grab	Quarterly
00530 - Total Suspended Solids - mg/l	-	45	30	1/Quarter	Grab	Quarterly
00610 - Nitrogen, Ammonia (NH3) - mg/l	-	-	-	1/Quarter	Grab	Quarterly
01330 - Odor, Severity - Units	-	-	-	1/Week	Estimate	All
01350 - Turbidity, Severity - Units	-	-	-	1/Week	Estimate	All
31616 - Fecal Coliform - #/100 ml	-	2000	1000	1/Quarter	Grab	Summer-Qtrly
80082 - CBOD 5 day - mg/l	-	40	25	1/Quarter	Grab	Quarterly

Notes for station 4PR00106001:

* Effluent loadings based on average design flow of 0.007 MGD.

- Sampling shall be performed when discharging. If NO DISCHARGE OCCURS DURING THE ENTIRE MONTH, report "AL" in the first column of the first day of the month on the 4500 Form (Discharge Monitoring Report). A signature is still required.

- Color, Odor, and Turbidity - See Part II, Item E.

Part I, A. - FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. During the period beginning on the first day of the tenth month after the effective date of the permit and lasting until the expiration date, the permittee is authorized to discharge in accordance with the following limitations and monitoring requirements from the following outfall: 4PR00106001. See Part II, OTHER REQUIREMENTS, for locations of effluent sampling.

Table - Final Outfall - 001 - Final

Effluent Characteristic	Discharge Limitations			Monitoring Requirements		
	Parameter	Concentration Specified	Loading* kg/day	Measuring Frequency	Sampling Type	Monitoring Months
00010 - Water Temperature - C	-	-	-	1/Week	Grab	All
00056 - Flow Rate - GPD	-	-	-	1/Day	24hr Total Estimate	All
00083 - Color, Severity - Units	-	-	-	1/Week	Estimate	All
00300 - Dissolved Oxygen - mg/l	-	6.0	-	1/Quarter	Grab	Quarterly
00400 - pH - S.U.	9.0	6.5	-	1/Quarter	Grab	Quarterly
00530 - Total Suspended Solids - mg/l	-	18	0.48	1/Quarter	Grab	Quarterly
00610 - Nitrogen, Ammonia (NH3) - mg/l	-	1.5	0.039	1/Quarter	Grab	Summer-Qtrly
00610 - Nitrogen, Ammonia (NH3) - mg/l	-	4.5	0.12	1/Quarter	Grab	Winter-Qtrly
01330 - Odor, Severity - Units	-	-	-	1/Week	Estimate	All
01350 - Turbidity, Severity - Units	-	-	-	1/Week	Estimate	All
31616 - Fecal Coliform - #/100 ml	-	2000	-	1/Quarter	Grab	Summer-Qtrly
50060 - Chlorine, Total Residual - mg/l	0.019	-	-	1/Quarter	Grab	Summer-Qtrly
80082 - CBOD 5 day - mg/l	-	15	0.40	1/Quarter	Grab	Quarterly

Notes for station 4PR00106001:

* Effluent loadings based on average design flow of 0.007 MGD.

- Sampling shall be performed when discharging. If NO DISCHARGE OCCURS DURING THE ENTIRE MONTH, report "AL" in the first column of the first day of the month on the 4500 Form (Discharge Monitoring Report). A signature is still required.

- Color, Odor, and Turbidity - See Part II, Item E.

- Total residual chlorine - See Part II, Item G.

Part I, B. - SLUDGE MONITORING REQUIREMENTS

1. Sludge Monitoring. During the period beginning on the effective date of this permit and lasting until the expiration date, the permittee shall monitor the treatment works' final sludge at Station Number 4PR00106588, and report to the Ohio EPA in accordance with the following table. See Part II, OTHER REQUIREMENTS, for location of sludge sampling.

Table - Sludge Monitoring - 588 - Final

Effluent Characteristic	Discharge Limitations				Monitoring Requirements			
	Concentration Maximum	Concentration Minimum	Loading* kg/day Daily	Loading* kg/day Monthly	Measuring Frequency	Sampling Type	Monitoring Months	
Parameter								
51129 - Sludge Fee Weight - dry tons	-	-	-	-	1/Year	Total	December	

NOTES for Station Number 4PR00106588:

- Monitoring is required when sewage sludge is removed from the permittee's facility for transfer to another NPDES permit holder. The total sludge weight or sludge volume transferred to another NPDES permit holder for the entire year shall be reported on the December Discharge Monitoring Report (DMR). If no sewage sludge is removed from the Permittee's facility for transfer to another NPDES permit holder during the year, report AL in the first column of the first day of the December DMR. A signature is still required.

- Sludge weight is a calculated total for the year. To convert from gallons of liquid sewage sludge to dry tons of sewage sludge: dry tons = gallons x 8.34 (lbs/gallon) x 0.0005 (tons/lb) x decimal fraction total solids.

- See Part II, Items I, J, K, L, and M.

Part I, C - Schedule of Compliance

1. This entity shall attain compliance with the final effluent limitations of the permit as expeditiously as practicable, but not later than the dates developed in accordance with the following schedule:

A. A Permit to Install application including detail plans for plant improvements using chlorination/dechlorination to meet final effluent limitations has been received by the Ohio EPA Central District Office.

B. Submit a complete Permit to Install application including detail plans for plant improvements for tertiary treatment to meet final effluent limitations as soon as possible, but not later than 3 months from the effective date of this permit. (Event Code 1799)

C. Commence construction of Items 1.A. and 1.B. as soon as possible, but not later than 6 months from the effective date of this permit. (Event Code 3099)

D. Attain operational level of the treatment works and meet final effluent limitations as soon as possible, but not later than 9 months from the effective date of this permit. (Event Code 5699)

2. The permittee shall submit written verification to the Ohio EPA Central District Office of the completion of steps 1.C. and 1.D. of this schedule of compliance within 7 days after completion.

See Part III, Item 12. Noncompliance Notification

Part II, Other Requirements

A. On the effective date of this permit, the classification for the treatment works regulated under NPDES permit 4PR00106*AD is Class A.

1. The permittee shall ensure that the operator of record is physically present at the treatment works in accordance with the minimum staffing requirements included in paragraph (C)(1) of rule 3745-7-04 of the Ohio Administrative Code.

2. All sewerage systems that are tributaries to this treatment works are Class I sewerage systems in accordance with paragraph (B)(1)(a) of rule 3745-7-04 of the Ohio Administrative Code.

B. The permittee shall designate one or more operator of record to oversee the technical operation of the sewerage system and/or treatment works in accordance with paragraph (A)(2) of rule 3745-7-02 of the Ohio Administrative Code.

1. Within 60 days of the effective date of this permit, the permittee shall notify the Director of Ohio EPA of the operators of record on a form acceptable to Ohio EPA.

2. Within three days of a change in an operator of record, the permittee shall notify the Director of Ohio EPA of any such change on a form acceptable to Ohio EPA. The appropriate form can be found at the following website:

http://www.epa.state.oh.us/ddagw/Documents/opcert/Operator_of_Record_Notification_Form.pdf

3. Records as required by Ohio Administrative Code 3745-7-09 shall be accessible onsite for twenty-four hour inspection, records shall be kept up to date, contain a minimum of the previous three months of data at all times, and be maintained for at least three years.

C. Description of the location of the required sampling stations are as follows:

Sampling Station	Description of Location
4PR00106001	Discharge of final effluent from dechlorination tank prior to entering unnamed tributary to Kokosing River. (Lat: 40N 30' 04"; Long: 82W 44' 18")
4PR00106586	Sewage sludge disposal in a sanitary landfill (backup disposal option).
4PR00106588	Sewage sludge transferred to another NPDES permit holder.

D. All parameters, except flow, need not be monitored on days when the plant is not normally staffed (Saturdays, Sundays, and Holidays). On those days, report "AN" on the monthly report form.

E. If Severity Units are required for Turbidity, Odor, or Color, use the following table to determine the value between 0 and 4 that is reported.

REPORTED VALUE*	SEVERITY DESCRIPTION	TURBIDITY	ODOR	COLOR
0	None	Clear	None	Colorless
1	Mild			
2	Moderate	Light Solids	Musty	Grey
3	Serious			
4	Extreme	Heavy Solids	Septic	Black

* Interpolate between the descriptive phrases.

F. Grab samples shall be collected at such times and locations, and in such fashion, as to be representative of the facility's performance.

G. The parameters below have had effluent limitations established that are below the Ohio EPA Quantification Level (OEPA QL) for the approved analytical procedure promulgated at 40 CFR 136. OEPA QLs may be expressed as Practical Quantification Levels (PQL) or Minimum Levels (ML).

Compliance with an effluent limit that is below the OEPA QL is determined in accordance with ORC Section 6111.13 and OAC Rule 3745-33-07(C). For maximum effluent limits, any value reported below the OEPA QL shall be considered in compliance with the effluent limit. For average effluent limits, compliance shall be determined by taking the arithmetic mean of values reported for a specified averaging period, using zero (0) for any value reported at a concentration less than the OEPA QL, and comparing that mean to the appropriate average effluent limit. An arithmetic mean that is less than or equal to the average effluent limit shall be considered in compliance with that limit.

The permittee must utilize the lowest available detection method currently approved under 40 CFR Part 136 for monitoring these parameters.

REPORTING:

All analytical results, even those below the OEPA QL (listed below), shall be reported. Analytical results are to be reported as follows:

1. Results above the QL: Report the analytical result for the parameter of concern.
2. Results above the MDL, but below the QL: Report the analytical result, even though it is below the QL.
3. Results below the MDL: Analytical results below the method detection limit shall be reported as "below detection" using the reporting code "AA".

The following table of quantification levels will be used to determine compliance with NPDES permit limits:

Parameter	PQL	ML
Chlorine, tot. res.	0.050 mg/l	--

This permit may be modified, or, alternatively, revoked and reissued, to include more stringent effluent limits or conditions if information generated as a result of the conditions of this permit indicate the presence of these pollutants in the discharge at levels above the water quality based effluent limit (WQBEL).

H. Final permit limitations based on preliminary or approved waste load allocations are subject to change based on modifications to or finalization of the allocation or report or changes to Water Quality Standards. Monitoring requirements and/or special conditions of this permit are subject to change based on regulatory or policy changes.

I. All disposal, use, storage, or treatment of sewage sludge by the Permittee shall comply with Chapter 6111. of the Ohio Revised Code, Chapter 3745-40 of the Ohio Administrative Code, any further requirements specified in this NPDES permit, and any other actions of the Director that pertain to the disposal, use, storage, or treatment of sewage sludge by the Permittee.

J. Sewage sludge composite samples shall consist of a minimum of six grab samples collected at such times and locations, and in such fashion, as to be representative of the facility's sewage sludge.

K. No later than January 31 of each calendar year the Permittee shall submit two (2) copies of a report summarizing the sewage sludge disposal, use, storage, or treatment activities of the Permittee during the previous calendar year. One copy of the report shall be sent to the Ohio EPA, Division of Surface Water, P.O. Box 1049, Columbus, Ohio 43216-1049, and one copy of the report shall be sent to the Ohio EPA Central District Office. The report shall be submitted on Ohio EPA Form 4229.

L. Each day when sewage sludge is removed from the wastewater treatment plant for use or disposal, a representative sample of sewage sludge shall be collected and analyzed for percent total solids. This value of percent total solids shall be used to calculate the total Sewage Sludge Weight (Discharge Monitoring Report code 70316) and/or total Sewage Sludge Fee Weight (Discharge Monitoring Report code 51129) removed from the treatment plant on that day. The results of the daily monitoring, and the weight calculations, shall be maintained on site for a minimum of five years. The test methodology used shall be from the latest edition, Part 2540 G of Standard Methods for the Examination of Water and Wastewater American Public Health Association, American Water Works Association, and Water Environment Federation. To convert from gallons of liquid sewage sludge to dry tons of sewage sludge: dry tons = gallons x 8.34 (lbs/gallon) x 0.0005 (tons/lb) x decimal fraction total solids.

M. The Permittee is authorized to dispose of sewage sludge in a sanitary landfill in an emergency. Station 586 is included for this purpose in the authorized list of stations in Part II of this permit, however, a table is not included in Part 1.B for this station. If Station 586 is used in an emergency situation, the Permittee shall report the total amount of sludge taken to landfill on the Permittee's Annual Sludge Report. The permittee does not need to report sewage sludge taken to a landfill in an emergency on their Discharge Monitoring Report (DMR).

N. The name of the monitoring reports required for each effluent table contained in this permit has been changed from Monthly Operating Report (MOR) to Discharge Monitoring Report (DMR). The circumstances requiring the submittal of a DMR remain the same as those which were required for an MOR. Form 4500 must be used for DMR submittal.

O. No later than 4 months from the effective date of this permit, the permittee shall post a permanent marker on the stream bank at each outfall that is regulated under this NPDES permit. This includes final outfalls, bypasses, and combined sewer overflows.

1. The marker shall consist, at a minimum, of the name of the establishment to which the permit was issued, the Ohio EPA permit number, and the outfall number and a contact telephone number. The information shall be printed in letters not less than two inches in height.

2. The marker shall be a minimum of 2 feet by 2 feet and shall be a minimum of 3 feet above ground level. The sign shall be not be obstructed such that persons in boats or persons swimming on the river or someone fishing or walking along the shore cannot read the sign. Vegetation shall be periodically removed to keep the sign visible.

3. If the outfall is normally submerged the sign shall indicate that. If the outfall is a combined sewer outfall, the sign shall indicate that untreated human sewage may be discharged from the outfall during wet weather and that harmful bacteria may be present in the water.

4. The Director may alter the dimension requirements of the signs, to provide more information and better legibility. In addition, the compliance time may be altered for weather conditions, or other considerations, that would cause a delay in getting signs posted.

APPENDIX H

WASTEWATER MANAGEMENT AGREEMENT

This Agreement is made on the date of its signing below, by and between the Village of [REDACTED], an Ohio municipal corporation, [REDACTED], Ohio (the "Village"), and the Board of Commissioners of [REDACTED] County, Ohio, [REDACTED], Ohio (the "County").

WHEREAS, the County owns, operates, maintains, and administers public water, and Sanitary Sewer Systems in [REDACTED] County, Ohio; and

WHEREAS, the Village is located within [REDACTED] County, Ohio, and does not own, operate, or maintain a public Sanitary Sewer System; and

WHEREAS, the Village seeks to provide the benefits of a modern sanitary sewer system to provide for the public health, safety, and general welfare of its citizens; and

WHEREAS, the Village desires to enter into an Agreement whereby the County will provide sanitary sewer service to the Village's residential, commercial, and industrial properties; and

WHEREAS, the Parties have agreed that such Sanitary Sewer System will be owned, operated, maintained, and administered by the County; and

IT IS NOW, THEREFORE, in consideration of the mutual promises made herein, the Agreement of the County and the Village that:

I. SANITARY SEWER SERVICE

- A. This Agreement is made to provide for the installation, maintenance, and administration of a Sanitary Sewer System within the boundaries of the Village.
- B. The phrase "Sanitary Sewer System" refers to all of the sewer mains (force or gravity), sewer laterals, pump stations, manhole covers, and all other appurtenant items necessary to the sanitary removal of waste water to a treatment facility.
- C. The County agrees to furnish sanitary sewer service within the boundaries of [REDACTED] as the same is made available by the County elsewhere within the County, but subject to the limitations created by facility capacities and those imposed by law.
- D. The County agrees to install and to maintain a Sanitary Sewer System and all its components necessary to provide for sanitary sewer service in compliance with all Federal, state, and local laws.
- E. The County and the Village agree to adopt all necessary legislation, and to perform all other tasks necessary to effect the intent of this Agreement.

- F. The Village agrees that, pursuant to this Agreement, the County will install, own, operate, and maintain a sanitary sewer system for use within the Village; that the County thereby will provide sanitary sewer service to the residential, commercial, and industrial properties within the Village; and that the Village will suffer and permit the County to perform said functions, and cooperate fully with the County in conjunction with the same.
- G. The Village agrees that the County is solely responsible for setting rates and charges for sanitary sewer usage in relation to the sanitary sewer system contemplated by this Agreement, and that the Village accepts the sewer rate and use resolutions and regulations of the County as the same that are currently existent, and as the same may be amended and modified hereafter.
- H. The parties hereto agree that, should any dispute arise between the parties as to the interpretation or appropriate effect of this Agreement, or any portion or provision of the same, the parties, through their designated representatives, will effect their best efforts in their attempt to resolve the same, but, failing such resolution by mutual agreement of the parties, any such issue shall be submitted for resolution by final and binding arbitration by conveying the joint request of the parties to the Federal Mediation and Conciliation Service, or other similar service as the parties may mutually agree, for a list of arbitrators in an appropriate number with the cost of the same to be divided equally between the parties, and with the arbitrator to be utilized to be selected via the alternate strike method of selection with the first strike decided by the toss of a coin.

II. INSTALLATION

A. Engineering Plans

- 1. The County will develop engineering plans necessary for the installation, and operation of a Sanitary Sewer System within the boundaries of [REDACTED] in a manner that is consistent with Ohio and United States Environmental Protection Agency standards and regulations.
- 2. The Village will provide the County with all necessary maps, and provide to the County and its contractors and assignees, any assistance necessary to locate existing utilities, whether public or private.
- 3. The cost of developing the engineering plans will be paid for by the County as described below in Article IV of this Agreement.

B. Installation

- 1. The County will contract for, purchase, and acquire all permanent and temporary easements, rights, permits, materials, and labor necessary to the installation of the Sanitary Sewer System within the Service Area. To the extent that may be necessary, the County and the Village will utilize the respective powers and prerogatives of eminent domain and adverse taking to acquire any such permanent and temporary easements and rights, in the case of the former entity, in the unincorporated areas of the county, and, in the case of the latter entity, in the incorporated areas of the Village.
- 2. The County will contract for, purchase, and/or perform all work necessary to install a Sanitary Sewer System within the Service Area.
- 3. The Village will make its best effort to cooperate with, and to assist the County, when necessary, in the acquisition of easements, permits or other rights. To the extent that it

may be necessary, the Village will acquire easements, rights and interests, through the exercise of its prerogative of eminent domain, and convey the same to the County.

4. The Village, without charge, will permit the County to excavate upon, and to store materials on Village owned property, and within the Village's streets, alleys, rights of way, and other easements when such excavation, or storage is necessary or expedient in relation to the installation of the Sanitary Sewer System. The County and the Village agree that storage of materials on Village property will be done in such a manner as to not disrupt Village business, or so as to minimize disruption or inconvenience.

III. MAINTENANCE

- A. The County will monitor, and repair the Sanitary Sewer System installed within the boundaries of [REDACTED] as is necessary to maintain the Sanitary Sewer System, and to remain in compliance with the guidelines of the United States, and the Ohio Environmental Protection Agencies, as the same are applicable thereto.
- B. The Village, without charge, will permit the County to excavate on Village owned property, and within the Village's streets, alleys, rights of way, and other easements when such excavation is necessary or expedient in relation to maintenance or repair of the Sanitary Sewer System. When it is necessary to excavate on Village property, or within a Village street or easement, the County will endeavor to provide the Village with twenty-four hours notice. In the case of an emergency situation, the County will give such notice as soon as it is able to do so.

IV. ADMINISTRATION

- A. The Village agrees that the County, subject to the suggestion and requirement of other public entities of jurisdiction, is solely responsible for the review and determination of which properties will be required, or permitted to connect to the Sanitary Sewer System.
- B. The Village agrees that the County is solely responsible for setting, the billing of, and the collection of fees, rents, charges, and improvement assessments from property owners who have connected to, and who receive sanitary sewer service.
- C. The Village agrees that the County is solely responsible for the inspection and approval of any connection to the Sanitary Sewer System, and that the Village will not issue any occupancy permits for any building or structure until after the County has approved any necessary connections to the Sanitary Sewer System, incident to the same.
- D. The Village agrees to provide the County monthly water meter readings from the service area in a timely manner in order for the County to calculate sewer bills.
- E. The Village agrees to shut off water to all non-paying sewer customers within three working days of being notified by County of sewer bill non-payment.

percentage or amount by the Village, by the County, or by any other recipients or beneficiaries of utility services provided by the County. The Village shall be afforded the privilege and opportunity, from time to time, and upon reasonable notice, to review any of the financial records and other documentation of the County which relate to the function of determining and setting any costs, expenses, and distribution of the same and any charges and rates incident hereto.

VI. TERMINATION

This Agreement may be terminated only by the express, written agreement of the Parties.

VII. MODIFICATION

This Agreement may not be modified except by a written instrument signed by both Parties.

VIII. RELATIONSHIP OF THE PARTIES

This Agreement does not create any type of relationship between the Parties other than that described by the terms of this Agreement. This Agreement does not purport, and the Parties do not intend or seek hereby to create a partnership, association, joint venture, board, or commission.

IX. LIMITATION OF LIABILITY

Neither Party, by its acceptance of this Agreement, has agreed to indemnify, or to assume the obligations of the other Party for any debt, claim, or liability occasioned by the acts, or omissions of the other Party, or other the Party's officers, employees or agents, except as otherwise expressly set forth herein.

X. NOTICES

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows:

If to the Board,

[Redacted]

If to the Village,

Village of [Redacted]
[Redacted]
[Redacted]
[Redacted]

XI. MERGER

This Agreement is the complete understanding between the Parties. No prior agreement, whether written or oral, may modify, enlarge or alter this written Agreement.

XII. SEPARABILITY

If any portion of this Agreement is deemed to be illegal due to conflict with state or local law, the remainder of the contract shall remain in full force and effect.

XIII. HEADINGS

The paragraph headings contained in this Agreement are solely for the convenience of the Parties, and are of no legal effect.

XIV. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Ohio.

XV. CONSTRUCTION

The use of the singular form of any word includes the plural and vice versa. The present tense includes all other verb tenses. The use of masculine pronouns or other references includes the feminine and vice versa.

Signed:

THE BOAD OF COUNTY COMMISSIONERS,
██████████ COUNTY, OHIO

THE VILLAGE OF ██████████ OHIO

BY THE BOARD OF COMMISSIONERS

BY ITS MAYOR

██████████
██████████
██████████
Commissioner

07-28-09
Date

██████████
██████████
Mayor

7/13/09
Date

██████████
██████████
██████████
Commissioner

07-28-09
Date

██████████
██████████
Commissioner

Date

Approved as to form only:

██████████
██████████
██████████

County Prosecutor's Office

APPENDIX I

**BOARD OF COUNTY COMMISSIONERS, ██████████ COUNTY, OHIO
WASTEWATER DISCHARGE / TREATMENT AGREEMENT**

With the

██████████, OHIO

This Agreement is made and entered into this 3rd day of December, 2009, by and between the Board of Commissioners, ██████████ County, Ohio (hereinafter the "Board") and the ██████████, Ohio (hereinafter the "City").

RECITALS

1. WHEREAS, THE Board has undertaken the cost to construct a sanitary sewer collection system (the "Collection System") within the Unincorporated area of ██████████ Township (the "Service Area"); and
2. WHEREAS, the Service Area that the Collection System encompasses has been recognized by all parties to be most properly serviced by the City more specifically defined in Exhibit "A" attached hereto and incorporated by reference; and

NOW THEREFORE in consideration of the mutual promises and agreements as herein set forth the parties agree as follows:

1. The Recitals are hereby incorporated by reference into this Agreement.
2. The City shall receive sanitary wastewater from the Service Area, more specifically shown in accordance with the plans of the Collection System (See Exhibit A). Said wastewater generated and treatment shall be in accordance with all rules and regulations of the Federal and State Environmental Protection Agencies (EPA), all terms and conditions of the OEPA National Pollution Discharge Elimination System (NPDES) Permit and in accordance with the City Code. Neither the Board or any other entity should interpret the making of this covenant as a waiver of any right the City may have to object to, oppose, appeal or challenge in any way, in accordance with a State or Federal law, any or all rulings, regulations or laws issued by the above referenced rule making bodies.
3. The Board shall have the sole responsibility for installation and construction of the Collection System to the point of connection to the City wastewater collection system. A master meter shall be of a design approved by the City. The maintenance of the master meter, including annual calibration, will be the responsibility of the Board.

4. The Board shall be responsible for the Operations & Maintenance of the collection system including lift stations, gravity sewers, forcemains, grinder pump systems, low pressure forcemains, flow meter, and other appurtenances as well as the replacement of the collection system components.
5. The parties agree that the City shall accept no more than the maximum average daily flow of 150,000 GPD of typical wastewater from the Service Area. The parties further agree that any amount in excess of an average of 150,000 GPD will be accepted by the City at its discretion based on the capacity of the City's wastewater collection system and wastewater treatment plant.
6. The Board shall be charged a treatment service rate based on 70% of the City's rural wastewater rates at the time of project completion plus any increases that become effective thereafter. Currently, the City has the following 5% increases scheduled: May 1, 2010; November 1, 2010; May 1, 2011; November 1, 2011; May 1, 2012; November 1, 2012; May 1, 2013. Additionally, costs may need to be adjusted based on future unknown capital expenditures which are outside the normal rate structure. Any additional, necessary increase would be reviewed by both parties and adjusted accordingly based on the 70% rate described herein. Any further changes to this treatment service rate may be revised as outlined in Item 10C of the agreement.
 - a. There will be an initial connection charge of \$800 for each Equivalent Dwelling Unit (EDU) that is hooked into the sanitary sewer system. Any future additional users to the treatment system will pay a connection charge, as outlined above, to the City of Celina prior to the authorization of a sewer use permit, subject to the written modification by both parties as set forth herein.
7. The City will read the meter and invoice the board on a monthly interval. The Board shall be responsible to collect payment from its residents and pay the monthly treatment service charge to the City.
8. Any sanitary wastewater discharged to the City which continually contains pollutants in excess of normal concentrations as defined (250 mg/l BOD; 300 mg/l Suspended Solids; 30 mg/l Ammonia; 6 mg/l Total Phosphorous), the City shall require the Board to provide additional pretreatment to the waste to achieve an acceptable condition for discharge. Furthermore, both parties agree that problems with the wastewater concentrations could cause damage to the wastewater treatment plant operation and both parties agree that the Board would be responsible for all costs associated with bringing the wastewater treatment plant back to normal operating conditions, but only to the extent the problem was caused by Board influent wastewater. The City will allow the Board sixty (60) days to identify and resolve the concentration issues. If no resolution is made to the concentration levels within this time period, the City will remedy the issue on its own accord, charging the Board the actual costs to resolve the issue.
9. All costs associated with odor control (if deemed necessary) including pumps, equipment, tanks, chemicals, etc. at the lift stations within the "Service Area" are the Board's responsibility.

10. It is further mutually agreed between the City and the Board as follows:

A. Terms of Agreement

This Agreement shall remain in effect from its date of signature until terminated by either party giving a one year notice of such termination provided that such services provided herein shall not be discontinued until other adequate arrangements can be made to provide for such services in the Service Area. Extension of this one-year notice period will be made based on requirements to receive EPA approvals of alternate service arrangements.

The City will have no obligation under this agreement to service future extensions and additions to the sanitary sewer, water mains, or laterals in the Service Area, whether financed and constructed publicly or privately, until the City has approved such extensions and additions.

B. Delivery of Service

Fifteen (15) days prior to the estimated date of completion of construction of the Collection System, the Board will notify the City in writing the date for the initial delivery of waste. A Certificate of Commencement will be issued and signed by both parties.

C. Modification of Agreement

No changes, alterations, additions or modifications of this Agreement shall be made, unless made in writing and signed by the Board and City. Except that:

- *Should water service be provided and metered in the Service Area prior to the termination of this agreement or any renewals thereof, metered customers will then be assigned and billed through the City in accordance with the existing City/County agreement in which the City will assume O&M of the water mains and laterals, water meters, fire hydrants, lift stations (including pumps), lift station force mains, gravity sanitary sewers, and wastewater flow meters that have connection to the City's utilities. The Board will continue O&M of all grinder pumps and low pressure forcemains associated with the grinder pumps, within the Service Area until such time as the City and Board come to agreement otherwise. The individual metered gallons billed by the City will be deducted from the master flow meter so any remaining units not connected to City water will continue to be billed by the Board under the terms of this agreement.*
- *At Such time that water service is extended to the Service Area, the City is hereby authorized to enter into separate agreements with property owners requesting utility service within the Service Area. The City has the right to refuse to supply utility services if service agreements cannot be reached with property owners. The City agrees to include in its service agreements the requirement of property owners to discontinue well usage upon connection to either utility system when water utility lines are available for connection. Exceptions may be made for irrigation or other related issues and the Northwood Subdivision.*

D. Regulatory Agencies

This Agreement is subject to such rules, regulations or laws as may be applicable to similar agreements in this State and County and the City and Board will collaborate in obtaining such permits, certificate, or the like, as may be required to comply therewith. The City will be responsible to obtain and maintain all necessary licenses, certifications & accreditations necessary to treat the sewage from the Service Area.

E. Intervening Causes, Acts of God (Force Majeure)

The City shall be obligated to provide treatment of wastewater required under the terms of this Agreement unless the City is unable due to mechanical malfunctions, strikes, war, riot, weather conditions, and acts of God. In any of these events, the City shall use its best efforts to promptly provide or re-establish such treatment services.

F. Enforceability

If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.

G. Waiver of Breach

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

H. Default or Dispute

Any default or dispute between the parties may be submitted to nonbinding mediation unless the parties mutually agree otherwise.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in two counterparts, each of which shall constitute an original.

On Behalf of the City of Celina, Ohio:

By:

[Redacted signature]

[Redacted name]

Per Ordinance Number:

[Redacted ordinance number]

Board of Commissioners, [Redacted] County, Ohio:

By:

[Redacted signature]

[Redacted name]

[Redacted signature]

[Redacted name]

[Redacted signature]

[Redacted name]

[Redacted signature]

[Redacted name]

Per Resolution Number:

[Redacted resolution number]

Bent, Nicole

From: Randy VanTilburg <rvantilburg@fhai.com>
Sent: Monday, October 15, 2012 3:51 PM
To: lgif
Cc: Pat Davies
Subject: Cure-I71 / SR 95 Interchange Area Sanitary Sewer
Attachments: County Resolution.pdf; Village Resolution.pdf; Scope Exhibit A.pdf

To Whom it may Concern,

The following responses correspond with the numbered comments in the Completeness Review below.

3. Project Budget – The consultant will provide preliminary and final design concluding with final specifications and construction documents for bidding. We have attached “Scope Exhibit A” for your reference for the complete contract scope.

6. Resolutions of Support – The Resolutions for each collaborative partner are attached to this e-mail.

8. Total Number of Validated Partners – See #6 and the attached Resolutions for the validation.

If you have any further questions or need additional information, please feel free to contact me at the number listed below.

Thank you,

Randal L. VanTilburg, P.E.
Project Manager
Fanning Howey Engineering Group
T: (614) 764-4661 x10430
F: (614) 764-7894
M: (419) 305-3349
E-mail: rvantilburg@fhai.com

From: Bent, Nicole [mailto:Nicole.Bent@development.ohio.gov]
Sent: Tuesday, October 09, 2012 1:27 PM
To: 'pat@morrowcountydevelopment.com'
Subject: LGIF-Round 3 Cure Review

October 9, 2012

Patricia K. Davies
Director of Operations
80 N. Walnut Street
Mt. Gilead, OH 43338

RE: Application Cure Letter

Dear Patricia K. Davies:

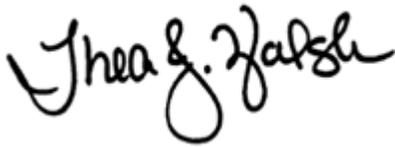
The Ohio Development Services Agency (ODSA) has received and is currently reviewing your application for Round 3 of Local Government Innovation Fund program. This letter serves to provide notice of any issues with

your application. The identified item(s) requiring your attention are listed on the attached page(s). Please respond only to the issues raised. Failure to fully address all the identified items could lead to a competitive score reduction or ineligibility for Round 3 of the Local Government Innovation Fund program. A written response from the applicant to this completeness review is due to ODSA no later than 5:00 p.m. on *October 23, 2012*. Please send the response in a single email to lgif@development.ohio.gov and include "Cure—Project Name" in the subject line.

While this cure letter represents the additional information needed for ODSA review, the Local Government Innovation Council continues to reserve the right to request additional information about your application.

Thank you once again for your participation in Local Government Innovation program. Please contact the Office of Redevelopment at lgif@development.ohio.gov or 614-995-2292 if you have further questions regarding your application or the information requested in this letter.

Sincerely,



Thea J. Walsh, AICP
Deputy Chief, Office of Redevelopment
Ohio Department of Development

Local Government Innovation Fund Completeness Review

Applicant: Morrow County Commissioners
Project Name: I71 / SR95 Interchange Area Sewer

Issues for Response

- 1. Format**
The application is in the correct format and is ready for review.
- 2. Request**
The application is for an eligible request.
- 3. Project Budget**
The project budget requires attention. Please address the following issue(s): Please provide additional information on the final work product expected of the consultant.
- 4. Program Budget**
The program budget is complete. No additional information is needed at this time.
- 5. Return on Investment**
The return on investment calculation is complete and supported by back-up documentation. No further information is needed at this time.
- 6. Resolutions of Support**
The lead applicant and collaborative partners are required to submit resolutions of support from their governing body for the application to be eligible for funding consideration.
- 7. Partnership Agreements**

Partnership agreements have been provided for the lead applicant and collaborative partner(s). No additional information is needed at this time.

8. Total Number of Validated Partners

The application has a total of zero collaborative partners with the appropriate documentation submitted for the purposes of this application.

9. Other Comments

There are no other pieces of information needed at this time.

Email to and from the Ohio Department of Development is open to public inspection under Ohio's public record law. Unless a legal exemption applies, this message and any response to it will be released if requested.

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services.

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Resolution No. 24-2012

A RESOLUTION EXPRESSING SUPPORT FOR AND URGING APPROVAL OF AN APPLICATION BY THE MORROW COUNTY ECONMOMIC DEVELOPMENT OFFICE FOR A GRANT OF LOCAL GOVERNMENT INNOVATION FUNDS; AND DECLARING AN EMERGENCY:

Whereas, Morrow County has identified the I71 / SR95 Interchange area as a priority for industrial and commercial development; and

Whereas, the I71 / SR95 Interchange area does not have sufficient wastewater infrastructure to service the current demand nor to allow for future development; and

Whereas, Morrow County seeks to provide public wastewater facilities to the I71 / SR95 Interchange area; and

Whereas, the Village of Chesterville has determined it is in its best financial interest to work with Morrow County in its effort to provide public wastewater facilities to the I71 / SR95 Interchange area ; and

Whereas, a proposal has been made to install a wastewater collection system at the interchange with a pumping system to transport wastewater to the Village of Chesterville for the treatment of the wastewater; and

Whereas, the Village of Chesterville has a wastewater treatment plant with a capacity of 90,000 gpd, which currently operates at approximately 20% capacity; and

Whereas, the Village of Chesterville wastewater treatment plant has available capacity for the existing wastewater from the interchange and has the necessary land at the facility for future expansion as required for the development of the interchange; and

Whereas, Morrow County has prepared an application to the Ohio Department of Development seeking a grant of Local Government Innovation Funds to assist with engineering to be incurred to design the aforementioned wastewater collection and transport system; and now therefore,

BE IT RESOLVED BY THE Council of the Village of Chesterville, Ohio:

SECTION 1. That the Village of Chesterville endorses the application by Morrow County seeking an award of Local Government Innovation Funds and urges the Ohio Department of Development to give the application favorable consideration.

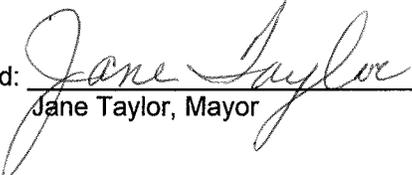
SECTION 2. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the Village and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to timely meet the Local Government Innovation Fund grant application requirement.

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: September 12, 2012 after 1 reading.

Vote: Yeas 4 Nays 0

Approved:


Jane Taylor, Mayor

Attest:


Elle Good, Clerk-Treasurer



MORROW COUNTY COMMISSIONERS

80 North Walnut Street, Suite A
Mount Gilead, Ohio 43338

Commissioners:
Olen D. Jackson
Tom E. Harden
Tom E. Whiston

Phone: (419) 947-4085
Fax: (419) 947-1860
e-mail: morrowco@rroho.com

October 15, 2012

Patricia Davies
Director of Operations
80 North Walnut Street, Suite B
Mt. Gilead, Ohio 43338

Dear Pat:

The following action was taken by the Board of Morrow County Commissioners during regular session on October 15, 2012:

**IN THE MATTER OF
AUTHORIZING MORROW COUNTY DEVELOPMENT OFFICE, THROUGH THE BOARD OF
COMMISSIONERS, TO APPLY FOR LOCAL GOVERNMENT INNOVATION FUND GRANT ON
BEHALF OF MORROW COUNTY FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF
WASTEWATER FACILITIES AT SR 95 AND I-71 INTERCHANGE AREA: 12-R-536**

Mr. Jackson moved the adoption of the following resolution:

RESOLUTION

WHEREAS, Morrow County has identified the I-71 / SR 95 Interchange area as a priority for industrial and commercial development; and

WHEREAS, Morrow County does not have sufficient wastewater treatment infrastructure to service the current demand nor allow for future development; and

WHEREAS, the Village of Chesterville has determined it is in its best financial interest to work with Morrow County in an effort to provide public wastewater treatment options for this area; and

WHEREAS, the Morrow County Development Office has prepared an application for Local Government Innovation Fund grant; now therefore,

BE IT RESOLVED BY THE BOARD OF MORROW COUNTY COMMISSIONERS, OHIO:

- SECTION 1. That, Tom Whiston, Morrow County Commissioner, be and is hereby authorized to sign all documents related to such application.
- SECTION 2. That the Morrow County Board of Commissioners approves this application.
- SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Mr. Harden duly seconded this motion

Roll Call Vote: .., Mr. Harden., "yea" .., Mr. Jackson., "yea" .., Mr. Whiston .., absent

BOARD OF MORROW COUNTY COMMISSIONERS

Tom E. Whiston



Olen D. Jackson



Tom E. Harden

Attest:



MCC/sg

EXHIBIT A
TO AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

Further Description of Basic Engineering Services and Related Matters

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on November 15, 2010, 2010, between the **Morrow County Commissioners**, Ohio (OWNER) and Fanning/Howey Associates, Inc. (ENGINEER) providing for professional engineering services. The Basis Services of Engineer as described in the agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 5 of the Agreement are stipulated as indicated below.

2. During the Preliminary Design Phase described in Section 2.1, the ENGINEER shall prepare a preliminary design for the new Wastewater Collection System, which shall be submitted to the **County** for their review. The Modifications shall be designed to meet all state and local requirements. The Engineer shall work closely with the Owner to insure that the system is built to their needs.

Preliminary Design

- In consultation with the county, determine the layout for the new sanitary sewer collection and transport system for the Project.
- Analysis of the potential layouts.
- Prepare Preliminary Design Documents consisting of final design criteria, and preliminary drawings.
- Based on the preliminary design documents, coordinate soil borings.
- Based on information contained in the preliminary design documents and soil borings, submit an Opinion of Probable Construction Cost.

The Preliminary Design Phase Services will be completed for submission to the OWNER within ninety (90) calendar days following receipt of this agreement with proper execution by OWNER.

3. The Final Design Phase Services will be completed within ninety (90) calendar days following receipt of Approval of the preliminary design from the Village. The completed final design shall be submitted to the OWNER and the Ohio Environmental Protection Agency.

4. ENGINEER shall perform the services in Section 1.5, Bidding or Negotiating Phase. In addition, ENGINEER shall:

- a. Print the Bidding Documents to be distributed to prospective bidders. Bid Documents will be provided to OWNER for distribution to prospective bidders. Bid Documents will also be distributed by ENGINEER.
- b. Maintain the record of prospective bidders described in Section 2.3.1, as provided by OWNER.

5. OWNER'S RESPONSIBILITIES as stipulated in Section 4 are further specified as follows:

- a. OWNER shall provide timely reviews at mutually agreed times.
- b. OWNER shall certify availability of funds to pay the ENGINEER's fees.
- c. OWNER shall facilitate location and coordination of existing utilities.
- d. OWNER shall have easements prepared, obtained and recorded per local procedures.
- e. OWNER shall provide all permit application fees.

6. Additional Services as stipulated in Section 3 that can be identified and are included at this time are:

- a. Assisting in locating and applying for potential funding opportunities for this project*
* (Does not include the administration of any grants or loans obtained)
- b. Field Investigation
 - o Establish Horizontal and Vertical Control, based on existing monuments.
 - o Perform a route survey and locate existing utilities, (storm sewer, sanitary sewer, water, electric, etc.).
- c. Coordination of Geotechnical Investigations.

7. Additional Services as stipulated in Section 3 that can be identified at this time but are **not** included at this time include but are not limited to the following:

- a. Prepare an environmental review document as required for CDBG water and sewer funding.
- b. Easement Preparation

8. Reimbursable costs that can be identified at this time include but are not limited to the following:

- a. Permit application fees.
- b. Plan review fees.