



State of Ohio
Public Works Commission
Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant

Applicant: City of Clyde Subdivision Code: 143-16308
 District Number: 5 County: Sandusky Date: 08/17/2020
 Contact: Paul Fiser, City Manager Phone: (419) 547-6898
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)
 Email: pfiser@clydeohio.org FAX: _____

Project Name: Woodland Avenue/Maple Street Sanitary Sewer Project in the City of Clyde Zip Code: 43410

Project

Subdivision Type <small>(Select one)</small>	Project Type <small>(Select single largest component by \$)</small>	Funding Request Summary <small>(Automatically populates from page 2)</small>
<input type="checkbox"/> 1. County	<input type="checkbox"/> 1. Road	Total Project Cost: <u>1,361,352</u> .00
<input checked="" type="checkbox"/> 2. City	<input type="checkbox"/> 2. Bridge/Culvert	1. Grant: <u>325,000</u> .00
<input type="checkbox"/> 3. Township	<input type="checkbox"/> 3. Water Supply	2. Loan: <u>0</u> .00
<input type="checkbox"/> 4. Village	<input checked="" type="checkbox"/> 4. Wastewater	3. Loan Assistance/ Credit Enhancement: <u>0</u> .00
<input type="checkbox"/> 5. Water (6119 Water District)	<input type="checkbox"/> 5. Solid Waste	Funding Requested: <u>325,000</u> .00
	<input type="checkbox"/> 6. Stormwater	

District Recommendation (To be completed by the District Committee)

Funding Type Requested <small>(Select one)</small>	SCIP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> State Capital Improvement Program	RLP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> Local Transportation Improvement Program	Grant:	Amount: _____ .00
<input type="checkbox"/> Revolving Loan Program	LTIP:	Amount: _____ .00
<input type="checkbox"/> Small Government Program	Loan Assistance / Credit Enhancement:	Amount: _____ .00
District SG Priority: _____		

For OPWC Use Only

STATUS: _____	Grant Amount: _____ .00	Loan Type: <input type="checkbox"/> SCIP <input type="checkbox"/> RLP
Project Number: _____	Loan Amount: _____ .00	Date Construction End: _____
_____	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary Design:	<u>40,000</u> .00		
Final Design:	<u>47,000</u> .00		
Construction Administration:	<u>115,851</u> .00		
Total Engineering Services:	a.) <u>202,851</u> .00		<u>19</u> %
Right of Way:	b.) <u>0</u> .00		
Construction:	c.) <u>1,053,182</u> .00		
Materials Purchased Directly:	d.) _____ .00		
Permits, Advertising, Legal:	e.) _____ .00		
Construction Contingencies:	f.) <u>105,319</u> .00		<u>10</u> %
Total Estimated Costs:	g.) <u>1,361,352</u> .00		

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account:	a.) _____ .00		
Local Revenues:	b.) <u>1,036,352</u> .00		
Other Public Revenues:	c.) _____ .00		
ODOT / FHWA PID: _____	d.) _____ .00		
USDA Rural Development:	e.) _____ .00		
OEPA / OWDA:	f.) _____ .00		
CDBG:	g.) _____ .00		
<input type="checkbox"/> County Entitlement or Community Dev. "Formula"			
<input type="checkbox"/> Department of Development			
Other: _____	h.) _____ .00		
Subtotal Local Resources:	i.) <u>1,036,352</u> .00		<u>76</u> %

OPWC Funds (Check all requested and enter Amount)

Grant: <u>100</u> % of OPWC Funds	j.) <u>325,000</u> .00		
Loan: <u>0</u> % of OPWC Funds	k.) _____ .00		
Loan Assistance / Credit Enhancement:	l.) <u>0</u> .00		
Subtotal OPWC Funds:	m.) <u>325,000</u> .00		<u>24</u> %
Total Financial Resources:	n.) <u>1,361,352</u> .00		<u>100</u> %

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement:	_____ 544,541 .00	_____ 40 %
2.2 Total Portion of Project New / Expansion:	_____ 816,811 .00	_____ 60 %
2.3 Total Project:	_____ 1,361,352 .00	_____ 100 %

A Farmland Preservation letter is required for any impact to farmland

3.0 Project Schedule

3.1 Engineering / Design / Right of Way	Begin Date: <u>06/01/2019</u>	End Date: <u>12/30/2020</u>
3.2 Bid Advertisement and Award	Begin Date: <u>03/01/2021</u>	End Date: <u>03/30/2021</u>
3.3 Construction	Begin Date: <u>07/01/2021</u>	End Date: <u>12/30/2021</u>

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.

Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 30 Years Age: 1989 (Year built or year of last major improvement)

Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT _____ Year _____ Projected ADT _____ Year _____

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate Current \$ _____ Proposed \$ _____

Number of households served: 0

Residential Wastewater Rate Current \$ 42.28 Proposed \$ _____

Number of households served: 152

Stormwater: Number of households served: _____

4.3 Project Description

- A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

The proposed project is located in the southwest area of the community that is partially developed. A portion of the area has sanitary sewer and portion of the area has private septic systems. The project will extend approximately 1350' on Maple Street between Roundtable Lane and Woodland Avenue and approximately 2600' on Woodland Avenue between Maple Street and North Mulberry Street.

- B: PROJECT COMPONENTS (Describe the specific work to be completed; the engineer's estimate does not replace this requirement) 1,000 character limit.

The existing lift station at Roundtable Lane is nearing the end of its useful life. A portion of the properties along Woodland Avenue currently have aging private septic systems. The project includes installation of a sanitary sewer to eliminate an aging pump station and to serve approximately 43 additional homes with aging individual septic systems.

- C: PHYSICAL DIMENSIONS (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and sizes, mgd capacity, etc in detail.) 500 character limit.

the project includes approximately 4100 feet of new 12" PVC sanitary sewer to eliminate a pump station pumping approximately 37,000 GPD and serving an additional 43 homes adding a total of 60,000 GPD to an existing 12" sanitary sewer on Woodland Avenue. This improvement will provide a public health benefit for the residents of the City.

5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: Paul Fiser
Title: City Manager
Address: 222 North Main Street

City: Clyde State: OH Zip: 43410
Phone: (419) 547-6898
FAX:
E-Mail: pfiser@clydeohio.org

5.2 Chief Financial Officer (Can not also serve as CEO)

Name: Craig R. Davis
Title: Chief Finance Director
Address: 222 North Main Street

City: Clyde State: OH Zip: 43410
Phone: (419) 547-0575
FAX: (419) 547-6626
E-Mail: cdavis@clydeohio.org

5.3 Project Manager

Name: Patrick Schwan, P.E.
Title: Project Engineer
Address: 29 North Park Street

City: Mansfield State: OH Zip: 44902
Phone: (419) 524-0074
FAX: (419) 524-1812
E-Mail: pschwan@wallacepancher.com

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.
- A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.
- A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.
- Farmland Preservation Review - The Governor's Executive Order 98-IV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.
- Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.
- Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Paul Fiser, City Manager

Certifying Representative (Printed form, Type or Print Name and Title)

PAUL FISER 9-10-2020

Original Signature / Date Signed

RESOLUTION NO. 2020-42

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the infrastructure improvement herein above described is planning to make capital improvements to the following projects known as the **Year 2021** –

1. **CLYDE PAVING REPLACEMENT**
2. **MULBERRY STREET BRIDGE REPLACEMENT**
3. **WOODLAND AVENUE/MAPLE STREET SANITARY SEWER**
4. **CLYDE RAW WATER INTAKE**
5. **CLYDE WATER FORCE MAIN, and**

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Clyde, Ohio:

SECTION 1. The City Manager is hereby authorized to apply to the OPWC for funds as described above.

SECTION 2. The City Manager is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance, provided that any agreements requiring financial participation by the City shall first require additional approval legislation by this Council.

SECTION 3. That this Resolution shall go into effect on and after the earliest period allowed by law.

PASSED: 9-1-2020


G. Scott Black, Mayor

ATTEST: Janet R. Dickman
Clerk of Council

APPROVED AS TO FORM:


Zachary J. Selvey, Solicitor

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS /
LOAN REPAYMENT LETTER**

September 1, 2020

I, Craig R. Davis , Chief Financial Officer of the City of Clyde, hereby certify that City of Clyde has the amount of \$949,352 (Design Engineering completed) in the City sewer fund and that this amount will be used to pay the local share for the Woodland Avenue/Maple Street Sanitary Sewer when it is required.



Craig R. Davis, Chief Financial Officer

**OPINION OF PROBABLE CONSTRUCTION COST
WOODLAND AVENUE AND MAPLE STREET
SANITARY SEWER
CITY OF CLYDE, OHIO**

118072
8/31/2020

ITEM	DESCRIPTION	QUAN.	UNITS	UNIT COST	TOTAL COST
1	12" PVC SDR35 Sanitary Sewer Pipe Including Bedding & Granular Backfill	4248	FT	\$150.00	\$637,200.00
1 B	6" PVC SDR35 Sanitary Sewer Pipe Including Bedding & Granular Backfill	100	FT	\$60.00	\$6,000.00
1 C	4" PVC SDR35 Sanitary Sewer Pipe Including Bedding & Granular Backfill	20	FT	\$50.00	\$1,000.00
2 A	6" PVC SDR35 Sanitary Lateral Pipe Including Bedding & Granular Backfill	782	FT	\$55.00	\$43,010.00
2 B	6" PVC SDR35 Sanitary Lateral Pipe Including Bedding	628	FT	\$40.00	\$25,120.00
3	6" PVC SDR35 Riser Pipe Including Bedding & Granular Backfill	138	FT	\$35.00	\$4,830.00
4 A	12" x 6" SDR35 PVC Type I Wye	18	Ea.	\$175.00	\$3,150.00
4 B	12" x 6" SDR35 PVC Type II Wye	25	Ea.	\$200.00	\$5,000.00
5	Standard Sanitary Manhole	12	Ea	\$6,500.00	\$78,000.00
6	12" Interior Manhole Drop Pipe	17	FT	\$150.00	\$2,550.00
7	8" Manhole Stub and Plug	1	Ea	\$250.00	\$250.00
8	Lift Station Conversion to Sanitary Manhole	1	Ea.	\$10,000.00	\$10,000.00
9	Core and Boot Existing Structure	3	Ea.	\$950.00	\$2,850.00
10	Television Inspection Of Existing Sewers, As Directed By the Engineer	438	FT	\$8.00	\$3,504.00
11	Television Inspection Of Sewer Lines	4248	FT	\$4.00	\$16,992.00
12	Seeding and Mulching	5107	S.Y.	\$2.00	\$10,214.00

**OPINION OF PROBABLE CONSTRUCTION COST
WOODLAND AVENUE AND MAPLE STREET
SANITARY SEWER
CITY OF CLYDE, OHIO**

118072
8/31/2020

ITEM	DESCRIPTION	QUAN.	UNITS	UNIT COST	TOTAL COST
13 ODOT 602	Concrete Masonry, As Per Plan	5	C.Y	\$1,200.00	\$6,000.00
14 ODOT 611	Standard No. 6 Single Grate Catch Basin, As Per Plan	2	Ea	\$1,000.00	\$2,000.00
15 ODOT 611	15" Conduit, Type B, As Per Plan	25	L.F.	\$35.00	\$875.00
16 ODOT 611	12" Conduit, Type C, As Per Plan	705	L.F.	\$25.00	\$17,625.00
17 ODOT 611	10" Conduit, Type E, As Per Plan	75	L.F	\$18.00	\$1,350.00
18 ODOT 611	8" Conduit, Type E, As Per Plan	75	L.F	\$17.00	\$1,275.00
19 ODOT 611	6" Conduit, Type E, As Per Plan	75	L.F	\$14.00	\$1,050.00
20 ODOT 611	4" Conduit, Type E, As Per Plan	75	L.F.	\$12.00	\$900.00
21 ODOT 202	Remove Existing Sanitary Manhole	2	Ea	\$500.00	\$1,000.00
22 ODOT 304	Aggregate Base For Asphalt Pavement, As Per Plan	253	C.Y.	\$40.00	\$10,120.00
23 ODOT 304	Granular Backfill, Mechanically Tamped In Place, As Directed By The Engineer	150	C.Y	\$45.00	\$6,750.00
24 ODOT 204	Subgrade Compaction	1326	S.Y	\$3.00	\$3,978.00
25 ODOT 407	Tack Coat	123	Gal	\$3.00	\$369.00

**OPINION OF PROBABLE CONSTRUCTION COST
WOODLAND AVENUE AND MAPLE STREET
SANITARY SEWER
CITY OF CLYDE, OHIO**

118072
8/31/2020

ITEM	DESCRIPTION	QUAN.	UNITS	UNIT COST	TOTAL COST
26 ODOT 411	Stabilized Crushed Aggregate Gravel For Drive Replacement	30	C.Y.	\$38.00	\$1,140.00
27 ODOT 448	3" Thick Asphalt For Drive Replacement "As Per Plan"	23	C.Y	\$1,000.00	\$23,000.00
28 ODOT 448	1 1/4" Thick, Asphalt Concrete, PG64-22, Surface Course, Type 1 "As Per Plan"	36	C.Y.	\$350.00	\$12,600.00
29 ODOT 448	1 3/4" Thick, Asphalt Concrete, PG64-22, Intermediate Course, Type 2 "As Per Plan"	50	C.Y	\$250.00	\$12,500.00
30 ODOT 451	6" Reinforced Concrete Drive Replacement	96	S.Y	\$120.00	\$11,520.00
31 ODOT 608	Concrete Walk	2735	S.F.	\$6.00	\$16,410.00
32 ODOT 609	Curb Type 6	75	S.F	\$50.00	\$3,750.00
33 ODOT 832	Erosion Control	10000	Ea	\$1.00	\$10,000.00
34 ODOT 832	Storm Water Pollution Prevention Plan	1	LS	\$5,000.00	\$5,000.00
35 ODOT 614	Maintaining Traffic	1	L.S.	\$6,000.00	\$6,000.00
36 ODOT 616	Water For Dust Control	4000	Gal	\$0.50	\$2,000.00
37 ODOT 616	Calcium Chloride For Dust Control	4	Ton	\$700.00	\$2,800.00

**OPINION OF PROBABLE CONSTRUCTION COST
WOODLAND AVENUE AND MAPLE STREET
SANITARY SEWER
CITY OF CLYDE, OHIO**

118072
8/31/2020

ITEM	DESCRIPTION	QUAN.	UNITS	UNIT COST	TOTAL COST
38 ODOT 619	Field Office, Type A	6	MO	\$1,000.00	\$6,000.00
39 ODOT 623	Construction Layout Stakes	1	L.S.	\$2,500.00	\$2,500.00
40 ODOT 624	Mobilization	1	L.S.	\$35,000.00	\$35,000.00
41	Construction Contingency (Est. 10%)	1	L.S.	\$105,319.00	\$105,319.00

Opinion of Probable Construction Cost Total \$1,158,501.00

Construction Engineering Cost (Est. 10%) \$115,851.00

Opinion of Probable Project Total \$1,274,352.00



Patrick Schwan

The Opinion of Probable Cost is similar to other projects in the area.
The estimated useful life of this project is beyond 25 years.

Opinion of Probable Cost Notes

- 1 Sanitary Sewer installation.
- 2 Repair pavement along proposed sanitary sewer
- 3 Sewer laterals
- 4 Replace tie-in conduits to existing sewer for storm water
- 5 Repair pavement over tie-in conduits
- 6 Tie into Existing Sanitary Sewer that will remain
- 7 Remove existing aging lift station
- 8 No travel lane full pavement replacement or overlay



SANDUSKY COUNTY PUBLIC HEALTH



September 4, 2020

To Whom It May Concern,

The City of Clyde is planning on extending sanitary sewers to more residents along Woodland Ave. In April of 1977, the Sandusky County Board of Health adopted a resolution to ban any additional building in the area of Woodland Ave. due to nuisance conditions caused by failing existing household sewage treatment systems. Size limitations of the lots in this area, each lot is about a half acre, does not allow for on-lot replacement of failing systems. Off-lot discharging systems (National Pollutant Discharge Elimination Systems, NPDES, permitted by OEPA) in an area of dense population with no flowing outlets available pose additional safety concerns and nuisance issues.

Ohio Administrative Code section 3701-29-06 (I) states in pertinent part "whenever a sanitary sewerage system becomes accessible to a dwelling served by a sewage treatment system, the dwelling shall be connected to the sanitary sewerage system and the sewage treatment system shall be properly abandoned". The tank abandonment will require a permit from this office.

Therefore, the solution is to extend sanitary sewers to this area. The Sandusky County Public Health Department supports the City of Clyde in their efforts to extend sanitary sewers to the area along Woodland Ave. Should you have any questions, please contact me at 419-334-6372.

Sincerely,



Martha Bowen BS, RS

Director of Environmental Health
Sandusky County Public Health

2000 Countryside Drive
Fremont, OH 43420

Tel. 419-334-6377
Fax 419-334-6380

info@scpublichealth.com
www.scpublichealth.com

COMPLETE DOCUMENT ON FILE IN CLERK'S OFFICE
I hereby certify that this instrument is a true
document no. 9 filed on 1/21/04
and correct copy of the electronically filed original.

Attest: Geri M. Smith, Clerk
U.S. District Court
Northern District of Ohio

LODGED
~~XXXXXX~~

ORIGINAL

By: *Christi Reynolds*
Deputy Clerk
U.S. DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

RECEIVED
NORTHERN DISTRICT OF OHIO
TOLEDO

UNITED STATES OF AMERICA

and the

STATE OF OHIO,

Plaintiffs,

v.

CITY OF CLYDE, OHIO,

Defendant.

3:04 CV 7587

(consol with 3:04cv7588)

CIVIL ACTION NO.:

JUDGE DAVID A. KATZ

CONSENT DECREE

BACKGROUND

The United States, on behalf of the Administrator of the Environmental Protection Agency ("EPA"), has filed a complaint alleging that the City of Clyde, Ohio ("Clyde" or "the City") has repeatedly violated the Clean Water Act (the "Act"), 33 U.S.C. § 1251 et seq., the regulations implementing the Act, and the terms and conditions of Clyde's 1994, 1997, and 2002 National Pollutant Discharge Elimination System ("NPDES") Permits.

The United States named the State of Ohio ("Ohio") as a defendant pursuant to Section 309(e) of the Clean Water Act, 33 U.S.C. § 1319(e) and Ohio moved to realign as a plaintiff in this action, and filed a Complaint against Clyde. The State's action was consolidated with the United States' action.

The City owns, operates and maintains the City of Clyde Wastewater Treatment Plant ("WWTP"), a Publicly Owned Treatment Works ("POTW"), as defined in 40 C.F.R. § 122.2, and 403.3(o), located at 749 West McPherson Highway, Clyde, Sandusky County, Ohio, which treats sanitary wastewater produced in and around the City of Clyde.

Clyde owns, operates and maintains the City of Clyde's collection system which transports storm water and sanitary wastewater produced in and around Clyde to the WWTP for

treatment.

Clyde's POTW was subject to the terms and conditions of Ohio EPA Permit No. 2PD00004*JD, an NPDES Permit issued in 1994 and modified and renumbered to 2PD00004*KD, and is subject to the terms and conditions of Ohio EPA Permit No. 2PD00004*LD, an NPDES Permit issued in 1997, and the currently effective NPDES Permit 2PD00004*MD.

Since the United States notified the City of its claims in this case, the City has taken significant actions to remedy the alleged violations. As a result, the City has, prior to the lodging of this Consent Decree, eliminated all but one of the combined sewer overflows that are the subject of the United States' Complaint and has otherwise made substantial improvements in the operation and maintenance of its sewage collection and treatment system. The United States and the State of Ohio have taken those actions by the City into account in entering into this Decree.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, below, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, and over the parties hereto, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355 and Section 309(b) of the Act, 33 U.S.C. § 1319(b). Venue is proper in the Northern District of Ohio, Western Division, pursuant to 28 U.S.C. §§ 1391(b) and (c), 1395(a), and Section 309(b) of the Act, 33 U.S.C. § 1319(b).

For purposes of this Decree, Defendant does not contest the Court's jurisdiction over this action or over Defendant and does not contest venue in this judicial district.

2. For purposes of this Consent Decree, Defendant agrees that the Complaints state claims upon which relief may be granted pursuant to Section(s) 301(a), 309(b) and (d), 405(d) and (e) of the Clean Water Act ("Act"), 33 U.S.C. §§ 1311(a), 1319(b) and (d), and 1345(d) and (e).

3. Notice of the commencement of this action has been given to the State of Ohio, as required by Section 309(b) of the Act, 33 U.S.C. § 1319(b).

II. PARTIES BOUND AND SCOPE OF CONSENT DECREE

4. The provisions of this Consent Decree shall apply to and be binding upon the United States, the State of Ohio, and Clyde, and upon Clyde's elected officials, officers, agents, employees, trustees, successors, assigns, and all persons, firms, contractors and corporations acting through, for or under the control or direction of the City of Clyde to the extent they perform, or have responsibility to perform, any responsibilities of the City under this Consent Decree.

5. Clyde shall promptly provide a copy of this Consent Decree to each consultant and contractor selected or retained to perform any activity required by this Consent Decree.

6. No later than forty-five (45) days prior to transfer of any ownership interest, operation management, or other control of the POTW, Clyde shall give written notice of any such planned transfer to EPA Region 5, the United States Attorney for the Northern District of Ohio, Western Division, the United States Department of Justice, the State of Ohio and Ohio EPA. Clyde shall provide a copy of this Consent Decree to any such transferee or successor in interest. Clyde shall also require, as a condition of any such sale or transfer, that the purchaser or transferee agrees in

writing to be bound by this Consent Decree and submit to the jurisdiction of this Court for its enforcement.

7. In any action to enforce this Consent Decree, Clyde shall not raise as a defense the lack of notice to any of its elected officials, officers, agents, employees, trustees, successors, assigns, and all persons, firms, contractors and corporations acting through, for or under the control or direction of Clyde to take any actions necessary to comply with the provisions of the Consent Decree.

III. OBJECTIVES

8. It is the express purpose of the parties entering into this Consent Decree to further the goals of the Clean Water Act, 33 U.S.C. §§ 1251-1387 and Ohio Revised Code Chapter 6111 ("R. C. Chapter 6111"), and to enable Clyde to come into compliance with the Act and the Ohio Revised Code. All obligations in this Consent Decree shall be interpreted in a manner consistent with requiring Clyde to expeditiously achieve, and at all times maintain, full compliance with its NPDES Permit and all applicable federal, state, and local laws and regulations.

IV. DEFINITIONS

9. Unless otherwise defined herein, terms used in this Consent Decree shall have the meaning given to those terms in Clyde's NPDES Permit, the Clean Water Act, and the regulations promulgated thereunder.

10. The following terms used in this Consent Decree shall be defined as follows:

- (a) "Calendar Quarter" shall mean the three-month periods ending on March 31st, June 30th, September 30th, and December 31st.
- (b) "City" shall mean the City of Clyde, Ohio.

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- (c) "Collection System" or "Sewer System" means the wastewater collection and transmission system owned or operated by Clyde, designed to collect and convey municipal sewage (domestic, commercial and industrial) and/or storm water to the WWTP.
- (d) "Combined Sewer Overflow" or "CSO" shall mean the discharge from the collection system at a point prior to the WWTP.
- (e) "Complaint" shall mean the civil complaint filed by the United States and the State in this action;
- (f) "Consent Decree" shall mean this Consent Decree.
- (g) "Date of Entry" shall mean the date the Consent Decree is approved and signed by a United States District Court Judge.
- (h) "Date of Lodging" shall mean the date the Consent Decree is filed for lodging with the Clerk of the Court for the United States District Court for the Northern District of Ohio, Western Division.
- (i) "Day" or "Days" as used herein shall mean a calendar day or calendar days, unless otherwise indicated. When the day a report or other deliverable is due under this Consent Decree falls on a Saturday, Sunday, federal holiday or legal holiday for the City, the City shall have until the next business day for submission of such report or other deliverable.
- (j) "Defendant" shall mean the City of Clyde, Ohio;

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- (k) "Effective Date" shall mean the date of entry of this Consent Decree by the Court (after satisfaction of the public notice and comment procedures set forth in Section XX of this Consent Decree);
- (l) "U. S. EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States;
- (m) "Facility" shall mean Defendant's Wastewater Treatment Plant which is a Publicly Owned Treatment Works located in Clyde, Ohio.
- (n) "Paragraph" shall mean a portion of this Decree identified by an arabic numeral;
- (o) "Parties" shall mean the United States, the State of Ohio, and Defendant;
- (p) "Permit" means Clyde's National Pollutant Discharge Elimination System Permit, #2PD0004*MD which became effective on July 1, 2002, and any effective Permit that succeeds it including any renewals, modifications, or changes thereof issued to Clyde.
- (q) "Wastewater Treatment Plant" ("WWTP") shall refer to the City of Clyde's Wastewater Treatment Plant, which is a Publicly Owned Treatment Works ("POTW") as that term is defined in 40 C.F.R §§ 122.2 and 403.3.

V. PERMANENT INJUNCTION & COMPLIANCE REQUIREMENTS

11. Clyde shall achieve and maintain compliance with Clyde's Permit and the provisions of the Act, 33 U.S.C. §1281 et seq., and Ohio Revised Code Chapter 6111, and the rules promulgated thereunder, and with the compliance program and schedules set forth below.

12. Clyde agrees that it will not authorize or allow any connection of flow or extensions to its sewer system except in accordance with the following terms and conditions. Clyde shall

not connect any additional sources of wastewater (new tap/hook-up, connection or extension) to its sewer system without first documenting clean water removal adequate to offset the volume of flow and the quantity of the pollutants that Clyde proposes be added to the system above any CSO in the sewer system. For each downstream CSO there shall be neither an increase in the duration or frequency of the discharges, nor a decrease in the water quality of the discharge. At a minimum for the addition of any sources of wastewater, Clyde must demonstrate through the annual reporting provisions of paragraph 15, below, that at least five gallons of clean water (inflow and infiltration or storm water) has been removed from the area above the CSO for every gallon of wastewater proposed to be added through a tap in connection or extension or other flow increase upstream of the CSO. Consistent with its Permit, Clyde must also demonstrate compliance with this paragraph when applying for a Permit to Install or when conducting a full anti degradation review.

13. Clyde may connect additional wastewater flows contingent upon both the issuance of a Permit to Install ("PTI") from Ohio EPA and the completion by Clyde of sufficient inflow and infiltration or storm water removal reduction projects prior to the connection of such flow to meet the requirements outlined in paragraph (12) above. Even when a PTI is not required prior to connection, such as for an individual residential "tap" to an existing sewer, removal credits or offset consistent with paragraph (12) above will be needed prior to connection of the new business, home or any other source of wastewater.

14. Clyde's clean water removal credit/offset will require at least a 5 to 1 flow offset ratio, and is to be evaluated upon "peak flow" conditions. The conditions to be utilized are the peak hourly flow ("peak GPD") for the additional flow or sewer line extension project and the 10 - year 1- hour storm event (calculated gallons removed during a one hour storm event) to characterize the flow reduction portion of the project.

15. Clyde shall develop a tracking system and shall document the amount of Inflow and

Infiltration ("I/I") or other clean water removal, along with the allocation of credits. A narrative report and map which identifies and defines the specific areas of the City where I/I removal has been completed or where sewers have been separated and used for flow credits shall be submitted to Ohio EPA annually no later than the 30th day of January of each year, with a copy to U.S. EPA. This narrative and map should be updated annually or sooner if necessary with additional removal credit submittals.

16. Clyde's prohibition on addition of any flows without off set/removal credits under the clean water removal credit program described above shall continue in any sections of the sewer system where all downstream CSOs have not yet been removed from the system.

17. All sewer taps, connections and extensions will require removal credits, regardless of the location of the proposed flow increase, as the treatment plant and collection system may be impacted. As more flow is directed through separate sewer lines to the WWTP, the increased flows from the separate sewers may displace combined sewage flows that the WWTP had previously been capable of treating. For all sewer connections other than those upstream of a CSO (as addressed above), a 1:1 removal ratio (peak flow to 10 year-1 hour storm event) will be required for any sewer connection or extension tributary to any other portion of the sewer system.

18. In accordance with its Permit, Clyde shall monitor outfall # 2PD00004010 (1A and 1B combined) for floatable solids within 24 hours of a rain event. This outfall shall be sampled in accordance with Clyde's Permit.

19. Clyde shall install a Combined Sewer Screening Facility at outfall # 2PD00004010 (1A and 1B combined). Clyde shall complete this work under the following schedule:

- a. No later than May 1, 2003, Clyde shall complete all necessary flow monitoring in order to prepare the engineering design and submit the Permit to Install and detail drawing to Ohio EPA. (PTI application was received and pending prior to date of lodging of the Consent Decree).

- b. No later than August 1, 2003, Clyde shall complete and submit to Ohio EPA an approvable Permit to Install and detailed plan of the Combined Sewer Screening Facility for outfall # 2PD00004010 (1A and 1B combined). (PTI application was received and pending prior to date of lodging of the Consent Decree).
- c. No later than September 1, 2004, Clyde shall start construction on the Combined Sewer Screening Facility for outfall # 2PD00004010 (1A and 1B combined). This work shall be done in accordance with the approved Permit to Install as referenced in paragraph (b).
- d. No later than September 1, 2005, Clyde shall complete the post construction monitoring of outfall # 2PD00004010 (1A and 1B combined) to determine if the Combined Sewer Overflow Screening Facility has eliminated floatable solids from being discharged from the outfall during a rain event.
- e. No later than December 1, 2005, Clyde shall submit to Ohio EPA a report detailing the results of the post construction monitoring of outfall # 2PD00004010 (1A and 1B combined).

20. No later than January 1, 2004, Clyde shall complete wet weather stress testing of its wastewater treatment plant. This testing shall be done in accordance with the Permit and the Wet Weather Stress Testing Plan of Study that was previously submitted and approved by Ohio EPA.

21. No later than July 1, 2004, Clyde shall submit to Ohio EPA and U.S. EPA a report of the results of the wet weather stress testing. This report shall include the raw data and analysis of the plant's capabilities.

22. Clyde shall develop a Long-term Control Plan ("LTCP") in accordance with U.S. EPA's 1994 Combined Sewer Overflow Policy, 59 Fed. Reg. 18688 (April 19, 1994). This plan

shall be submitted to Ohio EPA for approval on or before January 1, 2006, and to U.S. EPA for review. This plan shall include but not be limited to a characterization, monitoring and modeling of the combined sewer system, CSO control evaluation and cost performance curves. This analysis should include but not be limited to an analysis of sewer separation and /or express sewers as potential control, an implementation schedule, operation plan, and a post construction compliance monitoring plan.

23. As part of the proposed implementation schedule submitted pursuant to paragraph 22, above, Clyde shall provide a construction schedule to Ohio EPA and U.S. EPA. As part of this construction schedule Clyde shall propose at least 3 milestones for which stipulated penalties shall apply pursuant to Section IX , if the milestones are not achieved in accordance with the approved implementation schedule for the LTCP. The milestones proposed by Clyde shall relate to and be consistent with the proposed implementation schedule and shall be based upon objective criteria such that Clyde, Ohio EPA, and U.S. EPA, shall each be capable of, on the associated milestone date, determining with certainty whether Clyde has completed that milestone. The final milestone shall be the submission of the post construction monitoring program report.

24. Upon approval by Ohio EPA and U.S. EPA of the LTCP, the approved LTCP shall be incorporated into and made an enforceable part of this Consent Decree, and Clyde shall implement the approved LTCP in accordance with the schedule included in the approved LTCP.

25. Implementation of its approved LTCP shall not relieve Clyde of its obligation to comply with the requirements of its Permit, including, but not limited to, general water quality and technology-based effluent limitations.

VI. FUNDING

26. Compliance with the terms of this Consent Decree by Clyde is not conditioned on the

receipt of federal or state grant funding. In addition, failure to comply is not excused by the lack of federal or state grant funds, or by the processing of any applications for the same.

VII. REPORTING

27. Beginning forty-five (45) days after the end of the next calendar quarter after entry this Consent Decree and forty-five (45) days after the end of every calendar quarter thereafter until this Consent Decree terminates in accordance with Section XXII, below, Clyde shall submit a written Status Report to U.S. EPA and Ohio EPA in conjunction with its Monthly Operating Report for the month following the end of the calendar quarter. In each Status Report, Clyde shall provide the following:

(a) a statement setting forth the deadlines and other terms that Clyde is required by this Consent Decree to meet since the date of the last quarterly statement, whether and to what extent Clyde has met these requirements, and the reasons for any noncompliance; and

(b) a general description of the work completed within the three-month period, and a projection of work to be performed pursuant to this Consent Decree during the three-month period. Clyde shall notify U.S. EPA and Ohio EPA of any anticipated delay, but such notice shall not, by itself, excuse the delay.

28. Until the termination of this Consent Decree pursuant to Section XXII below, Clyde shall submit to U.S. EPA a copy of each report which it is required by Clyde's Permit to submit to Ohio EPA at the time such reports are due to Ohio EPA, including Monthly Operating Reports and Unauthorized Discharge Reports.

29. Defendant shall submit any plan, report, or other item that is required to be submitted for approval pursuant to this Consent Decree to both U.S. EPA and Ohio EPA. The Plaintiffs may approve the submittal or decline to approve it and provide written comments through Ohio EPA. Within 45 days of receiving Ohio EPA's written comments, unless otherwise specified in the

comment letter, Defendant shall either: (i) modify the submittal consistent with Ohio EPA's written comments and provide the submittal to U.S. EPA, and to Ohio EPA for final approval; or (ii) if, in the event that U.S. EPA exercises its statutory authority to withhold final approval, submit the matter for dispute resolution under Section X of this Decree. Upon receipt of final approval of the submittal, or upon completion of the submittal pursuant to dispute resolution, Defendant shall implement the submittal in accordance with the approved schedule.

30. Clyde shall retain all underlying documents from which it has compiled any report or other submission required by this Consent Decree until four years after termination, pursuant to Section XXII, of that part of the Consent Decree to which those documents relate. Clyde will be permitted to dispose of the records after it has provided Ohio EPA and U.S. EPA with written notification that the documents will be destroyed in 30 days unless Clyde receives written objection from either of the Plaintiffs.

VIII. CIVIL PENALTY

31. Clyde shall pay, as provided for in Paragraph 32 and 33 below, a civil penalty in the amount of \$35,000 for past violations as alleged by the United States and the State in the complaint through the date of lodging of this Consent Decree.

32. Within 30 days of the date of entry of this Consent Decree, Clyde shall pay \$17,500 to the United States. Clyde shall make payment of this amount to the United States by tendering a check payable to the "Treasurer, United States of America," and sending it to the United States Attorney for the Northern District of Ohio, Western Division, Four Seagate, Suite 308, Toledo, Ohio 43604. At the time of payment, Clyde shall simultaneously send written notice of payment and a copy of any transmittal documentation (referencing the above-captioned case name and civil action number, and DJ# 90-5-1-1-06524) to the Plaintiffs in accordance with Section XI, (Notices and Submissions) of this Decree.

33. Within 60 days of the date of entry of this Consent Decree, Clyde shall pay \$17,500 to the "State of Ohio" sending it to Jena Suhadolnik, Administrative Assistant (or her successor) Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215.

34. The United States and the State of Ohio shall be deemed judgment creditors for purposes of collection of this penalty.

35. If Clyde fails to tender all or any portion of the civil penalty payment within sixty days (60) of the date of entry of this Consent Decree, interest on the unpaid amount shall accrue and be paid from the date said payment was due, in accordance with the provisions of 28 U.S.C. § 1961.

IX. STIPULATED PENALTIES

36. If Clyde fails to comply with any daily maximum effluent limitations, any 7-day average (weekly average) limitations, or 30-day average (monthly average) limitations contained in its Permit or any monitoring requirements of its Permit, Clyde shall pay the following stipulated penalties, as applicable:

<u>Any daily maximum effluent limitation violated or monitoring violation</u>	<u>\$250 per day per violation</u>
<u>Any weekly average violation</u>	<u>\$450 per day per violation</u>
<u>Any monthly average violation</u>	<u>\$650 per day per violation</u>

37. Clyde shall pay a stipulated penalty for any unauthorized or unpermitted discharge from Clyde's wastewater treatment plant or from Clyde's collection system of \$1,500.00 per day.

38. If Clyde fails to comply with any deadline or requirement set forth in Section V, Permanent Injunction, Clyde shall pay the following stipulated penalties:

<u>Period of Failure to Comply</u>	<u>Stipulated Penalty</u>
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1 st to 30 th day	\$500 per day
31 st to 60 th day	\$750 per day
after 60th day	\$1,000 per day

39. If Clyde fails to comply with any of the approved LTCP milestone dates proposed in accordance with Paragraph 23, Clyde shall pay the following stipulated penalties with respect to each of the approved milestones:

<u>Period of Failure</u>	<u>Stipulated Penalty</u>
1 st to 30 th day	\$500 per day
31 st to 60 th day	\$750 per day
After 60th day	\$1,000.00 per day

40. All stipulated penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of completion of the activity or correction of the noncompliance. Any payment required to be made under the provisions of Section IX of this Decree shall be paid, as in Section VIII, within 30 days to both the State of Ohio and U.S. EPA. Fifty percent (50%) of the penalty shall be paid to the United States by certified or cashiers check payable to the "Treasurer, United States of America" and shall be tendered to the United States Attorney for the Northern District of Ohio, Western Division, Four Seagate, Suite 308, Toledo, Ohio 43604. Fifty percent (50%) of the penalty shall be paid to the State of Ohio by cashier's check or certified funds payable to "Treasurer, State of Ohio" and sent to : Jena Suhadolnik, Administrative Assistant (or her successor), Environmental Enforcement Section, 30 East Broad Street, 25th Floor Columbus, Ohio 43215-3428.

41. Accompanying both the letter to the United States and the State of Ohio shall be a description of the specific failure of the Consent Decree and/or NPDES Permit term and/or condition which was not complied with, and the date(s) of non-compliance. The payment of

stipulated penalties by Defendant and the acceptance of such stipulated penalties by Plaintiffs for specific violations pursuant to Section V shall not be construed to limit Plaintiffs' authority to seek additional relief or to otherwise seek judicial enforcement of this Consent Decree.

42. Notwithstanding any provisions of this Section, the United States and the State of Ohio may, in their unreviewable discretion, waive any portion of the stipulated penalties that accrue pursuant to this Consent Decree.

X. CERTIFICATION OF SUBMISSIONS

43. Any report, plan, proposal, or other submission which is required of Clyde by this consent decree, including reports, plans, proposals, or other submissions which are required of Clyde by its NPDES Permit, shall be signed by an official or authorized agent of Clyde and shall include the following certification:

I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision. Based on my inquiry of the person or persons who gathered the information, or their supervisors, the information submitted herewith is, to the best of my knowledge and belief, true, accurate, complete, and not misleading. I am aware that there are significant penalties for submitting false information, including possible fines or imprisonment for intentionally submitting false information or other knowing violations.

XI. NOTICES & SUBMISSIONS

44. Except as otherwise specified, when written notification to or communication with the United States, U.S. EPA Region 5, the State of Ohio, Ohio EPA or Clyde is required or necessary by the terms of this Consent Decree, it shall be addressed as set forth below.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
Post Office Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611

As to U.S. EPA, Region 5:
U.S. EPA Region 5 - Water Division
Water Enforcement and Compliance Assurance Branch
77 West Jackson Boulevard (WC-15J)
Chicago, Illinois 60604-3590

As to the United States Attorney for the Northern District of Ohio,

Western Division:

Office of the United States Attorney
Northern District of Ohio, Western Division
Four Seagate, Suite 308
Toledo, Ohio 43604

As to the City of Clyde:

City Manager's Office
222 N. Main St.
Clyde, Ohio 43410

As to the State of Ohio:

Attorney General's Office
Environmental Enforcement Section
30 East Broad Street, 25th Floor
Columbus, Ohio 43215-3428

As to Ohio EPA:

c/o Bill Landshof
Lazarus Government Center
122 S. Front St.
Columbus, OH 43215

OHIO EPA
Northwest Dist. Office
347 N. Dunbridge Rd.
Bowling Green, OH 43402

45. Notifications to or communications with U.S. EPA, the United States, the State of Ohio, Ohio EPA or the City of Clyde shall be deemed submitted on the date they are postmarked and/or sent by first class or overnight mail, or by facsimile.

XII. RIGHT OF ENTRY

46. Until termination of this Consent Decree, U.S. EPA or its representatives, contractors, and consultants, shall have the authority to enter Clyde's POTW, at reasonable times

and upon presentation of credentials, for the purpose of:

1. monitoring the progress of activities required by this Consent Decree,
2. verifying any data or other information submitted to EPA or by Clyde pursuant to this Consent Decree,
3. obtaining samples and, upon request, splits of any samples taken by Clyde, and
4. assessing Clyde's compliance with this Consent Decree.

47. Notwithstanding the above paragraph, U.S. EPA's right to inspect, enter, examine, copy records, take samples, and otherwise monitor Clyde's POTW, as provided by any statute, regulation, or permit, shall not be abridged by this Consent Decree.

48. No Section of this Consent Decree in any way limits or affects any right of entry and inspection, or any other statutory rights and authorities, held by the United States and U.S. EPA, and the State of Ohio and Ohio EPA, pursuant to applicable federal or state laws, regulations or permits

XIII. FORCE MAJEURE BETWEEN THE UNITED STATES AND CLYDE

49. For purposes of this Consent Decree, a force majeure event is an event that is caused by unforeseen circumstances beyond the control of Clyde, its contractors, or its consultants. Unanticipated or increased costs or expenses associated with the implementation of this Consent Decree, changed financial circumstances, or technical infeasibility shall not, in any event, be deemed force majeure events. This section shall not apply to, and force majeure shall not excuse, violations of discharge or effluent limitations.

50. If any event occurs that causes or is likely to cause Clyde to violate any provision of this Consent Decree, Clyde shall notify EPA Region 5, orally and in writing by fax, within ten

(10) business days of the event. In addition, Clyde shall separately notify the United States Department of Justice, in writing, within ten (10) business days of the event. Notices to EPA and the United States Department of Justice shall reference this Section of the Consent Decree, and shall describe the actual and/or anticipated duration of the violation or delay; the nature and causes of the violation or delay, and all measures taken or to be taken by Clyde to prevent or minimize the violation or delay.

51. Any failure to provide the notice required by this Section of the Consent Decree shall render inapplicable any claim that the event giving rise to Clyde's obligation to provide such notice is a force majeure event, and shall constitute a waiver of Clyde's rights under this Section.

52. If, after being notified of an event causing or likely to cause a violation or delay in the fulfillment of Clyde's obligations under this Consent Decree, U.S. EPA agrees that the event in question has been or will be caused by unforeseen circumstances that are beyond the control of Clyde, its contractors, or its consultants, the time for performance of such obligations may be extended for a period not to exceed the delay resulting from such circumstances, and Clyde shall not be liable for Stipulated Penalties for the period or violations resulting from those unforeseen circumstances.

53. U.S. EPA shall send a written notification to Clyde of U.S. EPA's agreement or disagreement with Clyde's force majeure claim within thirty (30) days of receipt of Clyde's written notification of violation or delay. If U.S. EPA does not agree with Clyde's force majeure claim, Clyde may submit the issue to the Court for resolution pursuant to the "Dispute Resolution" provisions of Section XXI of this Consent Decree within thirty (30) days of receipt of U.S. EPA's written notification that U.S. EPA does not agree with Clyde's force majeure claim. Clyde shall bear the burden of demonstrating that its noncompliance should be excused pursuant to the force majeure provision of this Consent Decree.

54. Unless otherwise agreed to in writing by the parties, Stipulated Penalties, plus

interest, shall accrue during the process described by this Section of the Consent Decree. Stipulated Penalties for specific violations shall not be due from Clyde where the City prevails on the issue of such violations in Court, or if U.S. EPA agrees that the violation may be excused on the basis of the force majeure provisions of the decree. In all other circumstances, Stipulated Penalties shall be due and payable within thirty (30) days of Clyde's receipt of notice from U.S. EPA that U.S. EPA does not believe that a force majeure event has occurred, or within thirty (30) days after the matter has been decided by the District Court.

XIV. POTENTIAL FORCE MAJEURE BETWEEN OHIO AND CLYDE

55. If any event occurs that causes or may delay the completion of any requirement of this Consent Decree or causes or is likely to cause Clyde to violate any provision of this Consent Decree, whether or not due to a Potential Force Majeure event, Clyde shall so notify Ohio EPA and the Ohio Attorney General's office, in writing, within ten (10) business days of the event. The notice shall reference this Section of the Consent Decree and shall describe in detail the bases for Ohio's contention that it experienced a Potential Force Majeure event, the nature and causes of the violation or delay, all measures taken or to be taken by Clyde to prevent or minimize the noncompliance, delay or event, and the timetable by which those measures will be implemented. Failure to so notify Ohio EPA and the Ohio Attorney General's Office shall constitute a waiver of any claim of Force Majeure as to the event in question.

56. In any action by the State of Ohio to enforce any of the provisions of this Consent Decree, Clyde may raise at that time that it is entitled to a defense that its conduct was caused by reasons entirely beyond its control or the control of any entity controlled by Clyde, including its consultants and contractors. While the State of Ohio does not agree that such a defense exists, it is, however, hereby agreed upon by the Defendant and the Plaintiff that it is premature at this time to raise and adjudicate the existence of such a defense and that the appropriate time at which

to adjudicate the existence of such a defense is at the time that an enforcement action is commenced by the State of Ohio. At that time the burden of proving that any potential force majeure event was or will be caused by circumstances entirely beyond Clyde's control or the control of any entity controlled by Clyde, including its consultants and contractors shall rest with the Defendant. Nothing in this Section is intended to relieve Clyde of its duty to use all due diligence to complete the requirements of this Consent Decree in a timely manner or of Clyde's obligation to meet all discharge limitations and other obligations contained in Clyde's current Permit. Unanticipated or increased costs or changed financial circumstances are not Force Majeure events. Failure to apply for a required Permit or approval, or to provide in a timely manner all information required to obtain a Permit or approval necessary to meet the requirements of this Decree, are not Force Majeure events. Violations of discharge or effluent limitations are not Force Majeure events. An extension of one compliance date based on a particular event does not mean that Defendant qualifies for an extension of a subsequent compliance date. Defendant must make an individual showing of proof regarding each incremental step or other requirement for which an extension is sought.

XV. EFFECT OF SETTLEMENT

57. This Consent Decree fully resolves all civil claims against Clyde for violations of the Clean Water Act, 33 U.S.C. §§ 1251-1387, and regulations promulgated thereunder alleged in the Complaint filed by the United States. The alleged violations resolved by this Consent Decree include those occurring prior to and through the date of the lodging of this Consent Decree with the Court.

58. This Consent Decree fully resolves all civil claims against Clyde for violations of the Clean Water Act, 33 U.S.C. §§ 1251-1387, regulations promulgated thereunder, and R.C. Ch.

6111, alleged in the Complaint filed by the State of Ohio. The alleged violations resolved by this Consent Decree include those occurring prior to and through the date of the lodging of this Consent Decree with the Court.

XVI. NON-WAIVER PROVISIONS & RESERVATION OF RIGHTS

59. This Decree is not and shall not be construed as either an NPDES Permit or a modification of any existing NPDES Permit.
60. By entering into this Consent Decree, the United States and the State of Ohio do not warrant in any manner that Clyde's complete compliance with the terms of this Consent Decree will result in compliance with the provisions of the Clean Water Act, 33 U.S.C. §§ 1251-1387, regulations promulgated thereunder, or with Ohio R.C. Ch. 6111, and other State or local laws.
61. This Consent Decree shall not affect Clyde's obligation to comply with its NPDES Permit and with all applicable federal, state and local laws, regulations and permits. Notwithstanding any U.S. EPA or Ohio EPA review that may occur, Clyde shall remain solely responsible for its compliance with the terms of the Consent Decree and with all applicable laws, regulations and permits. The Consent Decree does not relieve Clyde of its obligation to obtain all required Permits and approvals under state, federal and local law, including obtaining Permits to Install and/or planned approvals from Ohio EPA.
62. Nothing in this Consent Decree shall be construed as authorizing the occurrence of unpermitted or dry weather CSOs from the Clyde collection system or WWTP.
63. Nothing in this Consent Decree shall be construed as authorizing the occurrence of an unauthorized discharge from the Clyde collection system or WWTP.
64. The United States and the State of Ohio expressly reserve, and nothing herein shall be construed to limit, its right to pursue all remedies available for violations of any federal or state laws or regulations not specifically pleaded in the civil Complaints filed in this matter.

65. This Consent Decree shall not be construed to limit the rights of the United States and the State of Ohio to undertake any criminal enforcement activity against any person or entity.

66. This Consent Decree shall not be construed to limit the authority of the United States or the State of Ohio to undertake any actions in response to conditions that may present an imminent and substantial endangerment to the public health, welfare or the environment, or waters or natural resources of the State.

67. Clyde's execution of this Consent Decree shall not be construed as an admission by Clyde of any facts that would limit or affect any right Clyde may have to seek or receive State or Federal loan or grant funds.

XVII. COSTS OF SUIT

68. The United States, the State of Ohio and the City of Clyde shall bear their own costs and attorney's fees in this action.

XVIII. CONSENT DECREE MODIFICATIONS

69. This Consent Decree represents the entire agreement between the Parties and cannot be modified by any prior oral or written agreement, representation or understanding.

70. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to any term of this Decree, it shall be effective only upon approval by the Court. The terms and schedules contained in this Decree, if any, may be modified upon written agreement of the Parties without Court approval, unless any such modification effects a material change to the terms of this Consent Decree or materially affects the Defendant's ability to meet the objectives of this Decree.

XIX. PUBLIC NOTICE & COMMENT

71. This Consent Decree shall be lodged with the Court for a period of not less than thirty days for public notice and comment in accordance with the requirements of 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent to this Decree on the basis of such comments if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper or inadequate. Clyde consents to entry of this Consent Decree without further notice.

XX. CONTINUING JURISDICTION OF THE COURT

72. The Court shall retain jurisdiction to enforce the terms and conditions of this Consent Decree, to interpret the rights and obligations of the Parties to the Consent Decree, to resolve any disputes arising hereunder, and for such purposes as may be necessary or appropriate for the construction or execution of this Consent Decree. Such jurisdiction shall not terminate until all requirements of this Consent Decree have been completed and all disputes arising under this Consent Decree have been resolved.

XXI. DISPUTE RESOLUTION

73. A. This Court shall retain jurisdiction of this matter for the purposes of implementing and enforcing the terms and conditions of this Consent Decree and for the purpose of adjudicating all disputes among the United States and Clyde that may arise under the provisions of this Consent Decree, to the extent that Paragraph C, below, provides for resolution of disputes by the Court.

B. The issuance, renewal, modification, denial or revocation of a Permit and the issuance of orders or other actions of the Director of Environmental Protection, are not subject to

dispute resolution under this Decree but, rather shall be subject to challenge under Chapter 3745, Ohio Revised Code. The term "actions of the Director of Environmental Protection" shall be consistent with the definitions set forth in Chapter 3745, Ohio Revised Code.

C. Except as provided in Paragraph B, above, if any dispute between the United States and Clyde arises with respect to the meaning, application, implementation, interpretation, amendment or modification of this Consent Decree, or with respect to Defendant's compliance with this Decree, the United States and Clyde agree to follow the following procedures:

1). If any Party believes it has a dispute with any other Party, it shall notify all the other Parties in writing, including notice to the U.S. Department of Justice, and setting forth the matter(s) in dispute, and the Parties will proceed initially to resolve the matter in dispute by informal means. Such period of informal negotiations shall not exceed thirty (30) days from the date the notice was sent, unless the Parties, by written agreement, extend the thirty (30) day period.

2). If the parties have not resolved a dispute by informal negotiations, then the position advanced by U.S. EPA shall be considered binding, unless the dispute is submitted to the Court within the time period and in accordance with the other requirements prescribed by this Section:

3). If an agreement is not reached during the informal negotiations period, Clyde may, within thirty (30) days thereafter, serve on the United States and file with the Court, a motion and memorandum setting forth the nature of the dispute and a proposal for resolution. The United States shall have thirty (30) days to file its response, and may advocate one or more alternative proposals for resolution. In any dispute between Clyde and the United States, Clyde shall have the burden of proving that its position is in accordance with all terms and conditions of the Consent Decree by a preponderance of the evidence, and the standard of review shall be that provided by applicable law.

74. The dispute resolution procedure in this Section shall be the exclusive mechanism for resolving disputes arising between the United States and Clyde under or with respect to implementation of this Consent Decree except as provided in Paragraph B, above. Any order or directive issued to Clyde which asserts facts or conclusions pertaining to Clyde's compliance with the Decree, purports to define Clyde's obligations under this Decree, or orders or requires Clyde to perform tasks in order to attain compliance with this Decree, are subject to dispute resolution under this Decree.

75. The invocation of dispute resolution procedures under this Section shall not extend, postpone, or affect in any way any obligation of Clyde under this Consent Decree not directly in dispute. For ongoing violations, stipulated penalties with respect to the disputed matter shall continue to accrue but payment to the United States shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree until such noncompliance ceases, unless the Court rules otherwise. In the event that Clyde does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in the "Stipulated Penalties" Section of this Consent Decree.

XXII. TERMINATION

76. This Decree shall terminate by the Court's Order granting a motion of any party to the Court after all of the following have occurred:

A. Clyde has achieved full compliance with all provisions contained in this Consent Decree and with all provisions of its NPDES Permit and has maintained such compliance for 24 consecutive months;

B. Clyde has paid all stipulated penalties due under this Consent Decree and there

are no outstanding disputes between the parties or pending before the Court pursuant to the dispute resolution provisions of this Consent Decree;

C. Clyde has certified, pursuant to Section X, above, compliance with the above requirements to the Court and to U.S. EPA and Ohio EPA;

XXIII. EFFECTIVE DATE

77. This Consent Decree is effective upon the date of its entry by the Court.

XXIV. AUTHORITY TO SIGN

78. Each undersigned representative of Clyde, the State, and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document. The individuals executing this Consent Decree on behalf of the Defendant represent that they are duly authorized to execute this Consent Decree on its behalf.

XXV. APPROVAL AND ENTRY OF CONSENT DECREE

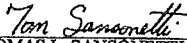
79. The Parties hereby consent to the entry of this Consent Decree and submit it to the Court so that it may be approved and entered. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the United States, the State, and Clyde. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

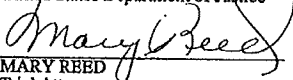
SO ORDERED THIS 1st DAY OF December, 2004.

s/ DAVID A. KATZ
United States District Judge


THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned
United States and the State of Ohio v. City of Clyde, Ohio (N.D. Ohio):

FOR THE UNITED STATES OF AMERICA


THOMAS L. SANSONETTI
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice


MARY REED
Trial Attorney
Environmental Enforcement Section
United States Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044
(202) 514-2580

GREG WHITE
United States Attorney


HOLLY SYDOW
Assistant United States Attorney
Four Seagate, Suite 308
Toledo, Ohio 43604
(419) 259-6376

THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned
United States and the State of Ohio v. City of Clyde, Ohio (N.D. Ohio):

FOR THE UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY:

Mark P. ...


THOMAS V. SKINNER
Acting Assistant Administrator for
Enforcement & Compliance Assurance

BHARAT MATHUR
Acting Regional Administrator
United States Environmental Protection
Agency, Region 5

JOSE C. de LEON
Associate Regional Counsel
United States Environmental Protection
Agency, Region 5
77 W. Jackson Blvd. (C-14J)
Chicago, IL 60604

THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned
United States and the State of Ohio v. City of Clyde, Ohio (N.D. Ohio):

FOR THE UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY:



BHARAT MATHUR
Acting Regional Administrator
United States Environmental Protection
Agency, Region 5

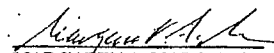


JOSE C. de LEON
Associate Regional Counsel
United States Environmental Protection
Agency, Region 5
77 W. Jackson Blvd. (C-14J)
Chicago, IL 60604

**THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned
United States and the State of Ohio v. City of Clyde, Ohio (N.D. Ohio):**


FOR PLAINTIFF, STATE OF OHIO:

**JIM PETRO
ATTORNEY GENERAL OF OHIO**

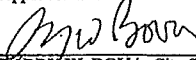

**MARGARET A. MALONE (0021770)
TERI JO FINFROCK (0037903)**
Assistant Attorneys General
Environmental Enforcement Section
30 East Broad Street, 25th Floor
Columbus, Ohio 43215-3428
Telephone: (614) 466-2766
Facsimile: (614) 644-1926
mmalone@ag.state.oh.us
tfinfrock@ag.state.oh.us

THE UNDERSIGNED PARTY enters into this Consent Decree in this action captioned
United States and the State of Ohio v. City of Clyde, Ohio (N.D. Ohio):

FOR DEFENDANT CITY OF CLYDE:


DANIEL B. WEAVER, City Manager
City of Clyde, Ohio

Approved as to Form:


BARRY W. BOVA, City Solicitor
City of Clyde, Ohio

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

I hereby certify that this instrument,
Exhibit no. 5, filed on 12/1/04, is a true
and correct copy of the electronically filed original.

Attest: Geri M. Smith, Clerk
U.S. District Court
Northern District of Ohio

By: Candy Reynolds
Deputy Clerk

UNITED STATES OF AMERICA
and the
STATE of OHIO,

Plaintiffs,

v.

CITY OF Clyde, OHIO,
Defendant.

)
)
)
)
)
)
)
)
) CIVIL ACTION NO. 3:04CV7587
(consolidated with 3:04cv7588)
) JUDGE DAVID A. KATZ
)
)

ORDER FOR ENTRY OF CONSENT DECREE

NOW on this _____ day of November, 2004, pursuant to the
United States' Unopposed Motion for Entry of Consent Decree, it
is hereby ORDERED that the motion is granted. The Consent Decree
is hereby entered.

s/ David A. Katz 12/1/04

United States District Court Judge



PROJECT AREA



CITY OF CLYDE
USR20 & SR101 IMPROVEMENTS
LOCATION MAP



Woodland Avenue/Maple Street Sanitary Sewer, City of Clyde, Ohio



Woodland Avenue/Maple Street Sanitary Sewer, City of Clyde, Ohio

CITY OF CLYDE
WOODLAND AVENUE/MAPLE STREET
SANITARY SEWER IMPROVEMENTS
NARRATIVE

The City of Clyde is under an EPA decree to separate storm sewer flow from its sanitary sewers. The City has been updating its system as funding permits. A deteriorating lift station located at Roundtable Lane needs to be replaced or a gravity sewer constructed to eliminate the aging lift station. There are several homes located on Woodland Avenue that currently have private septic systems. The City has identified this area as a high priority location to install a new gravity flow sanitary sewer due to the aging lift station and the inadequate collection system on Maple Street.

The proposed improvements will install a new gravity flow sewer on Woodland Avenue and Maple Street connecting to an existing sanitary sewer on Woodland Avenue. The project will also include pavement repair, drainage repair, and restoration in the area of the construction. No mainline travel lane roadway work will be performed on Woodland Avenue and Maple Street beyond the pavement repairs needed for the storm sewer installation.

FARMLAND PRESERVATION REVIEW LETTER

**FARMLAND PRESERVATION REVIEW
FOR THE OHIO PUBLIC WORKS COMMISSION**

Woodland Avenue/Maple Street Sanitary Sewer
September 1, 2020]

This review is to comply with Farmland Preservation Review Advisory of the Ohio Public Works Commission and the Governor's Executive Order 98-114. This review was accomplished by [insert name of subdivision / agency that conducted the review].

1. The immediate impact the project will have on productive agricultural and grazing land related to land acquisition.

The project will not have an impact on productive agriculture and grazing land.

2. Indirect impact that will result in the loss of productive agricultural and grazing land from development related to the project.

The project will not have an impact on productive agriculture and grazing land.

3. Mitigation measures that could be implemented when alternative sites or locations are not feasible.

N/A

[Insert Signature and Title]

Paul Fiser, City Manager

ORDINANCE NO. 2014- 24

AN ORDINANCE RESCINDING CLYDE CODIFIED ORDINANCES, SECTION 925.08 (a) CLASS 1 USERS – RESIDENTIAL AND COMMERCIAL AND CLASS 2 USERS – MANUFACTURING AND INDUSTRIES BY ESTABLISHING A NEW SECTION 925 .08 (a) CLASS 1 USERS – RESIDENTIAL AND COMMERCIAL AND CLASS 2 USERS – MANUFACTURING AND INDUSTRIES FOR THE CITY OF CLYDE, OHIO.

BE IT ORDAINED by the Council of the City of Clyde, State of Ohio:

SECTION 1. SECTION 925 .08 (a) CLASS 1 USERS – RESIDENTIAL AND COMMERCIAL AND CLASS 2 USERS – MANUFACTURING AND INDUSTRIES

The following rates are established for the services of the Clyde Wastewater Treatment Plant and Environmental Services Sewer Collection. These rates reflect an approximate nine percent (9%) increase *beginning July 1, 2014* for the remainder of 2014 and an approximate nine (9%) percent increase for each of the years 2015 and 2016 respectively.

The following charges and fees are hereby adopted effective herewith as the bill charge, bill charge investment (as described in Section 925.08(c)(11)A., “Replacement Fund”), and volume charge until otherwise modified by councilmatic resolution:

Minimum Charges (per month):	<u>2014</u>	<u>2015</u>	<u>2016</u>
Bill Charge:	\$7.55	\$8.25	\$9.00
Bill Charge Investment:	3.20	3.50	3.80
Volume Charge (per 1,000 gallons):			
Inside City Limits:	\$5.50	\$6.00	\$6.55
Outside City Limits:	8.25	9.00	9.83

SECTION 2. That this Ordinance shall take effect and be in force at the earliest period allowed by law.

PASSED: 5-20-14


G. Scott Black, Mayor

ATTEST: Janet R. Dickman
Clerk of Council

APPROVED AS TO FORM:


Barry W. Bova, Solicitor

**DISTRICT 5
CAPITAL IMPROVEMENT PROJECTS
QUESTIONNAIRE
ROUND 35**

Name of Applicant: City of Clyde
Project Title: Woodland Avenue/Maple Street Sanitary Sewer Project in the City of Clyde

The following questions are to be answered for each application submitted for State Issue II SCIP, LTIP and Loan Projects. Please provide specific information using the best documentation available to you. Justification of your responses to these questions will be required if your project is selected for funding, so please provide correct and accurate responses. **Communities and Townships under 5,000 in population should also complete the Small Government Criteria.**

1. What percentage of the project in repair A= %, replacement B= 70 %, expansion C= 30 %, and new D= %? (Use dollar amounts of project to figure percentages and make sure the total equals one hundred(100) percent) A+B= 70 % C+D= 30 % **ORC Reference(s):164.06(B)(1); 164.14(E)(10)**

Repair/Replacement = Repair or Replacement of public facilities owned by the government (any subdivision of the state).

New/Expansion = Replacement of privately owned wells, septic systems, private water or wastewater systems, etc.

- 2a. Existing Physical Condition of Infrastructure **ORC Reference(s):164.06(B)(2);164.14(E)(9);164.14(E)(2); 164.14(E)(8)**

Points	Category	Description	Examples
10	Failing	Infrastructure has reached a point where it requires replacement, reconstruction or reconfiguration to fulfill its purpose	-Intersection Reconfiguration due to accident problem- Structural paving of 3.5" or greater of additional pavement - Pavement Widening to meet ODOT L&D Standards - Complete Pavement Reconstruction - Water or Sewer Line Replacement - Water or Sewer Plant Replacement - Widening graded shoulder width to ODOT L&D Standard -Complete Bridge or Culvert replacement
8	Poor	The condition is substandard and requires repair or restoration in order to return to the intended level of service and comply with current design standards. Infrastructure contains deficiency and is functioning at a diminished capacity.	-Multiple course of paving - Structural Culvert Lining - Bridge Deck Replacement - Replacement of a significant part of a water or sewer plant - Single course of paving with 25% base repair- Widening graded shoulder width to less than ODOT L&D Standard

6	Fading	The condition requires reconditioning to continue to function as originally intended.	-Single course of paving -Sewer Lining Projects -Water tower painting -Replacement of pumps, hydrants, valves, filters, etc in existing water and sewer systems-Widening aggregate berm on existing graded shoulder width
4	Fair	The condition is average, not good or poor. The infrastructure is still functioning as originally intended. Minor deficiencies exist requiring repair to continue to function as originally intended and/or to meet current design standards	
2	Good	The condition is safe and suitable to purpose. Infrastructure is functioning as originally intended, but requires minor repairs and/or upgrades to meet current design standards	
0	Excellent	The condition is new or requires no repair. Or, no supporting documentation has been submitted	

2b. Age of Infrastructure **ORC Reference(s):164.06(B)(2)**

Life	20	30	50
Project Type	Road	Wastewater and Water Treatment	Bridge/Culvert, Sanitary Sewer, Water Supply, Storm Water, Solid Waste
Points			
0	0-4 Years	0-6 Years	0-10 Years
1	5-8 Years	7-12 Years	11-20 Years
2	9-12 Years	13-18 Years	21-30 Years
3	13-16 Years	19-24 Years	31-40 Years
4	17-20 Years	25-30 Years	41-50 Years
5	20+ Years	30+ Years	50+ Years

3. Health and Safety Rating: **ORC Reference(s):164.06(B)(4),164.14(E)(1); 164.14(E)(10)**

If the proposed project is not approved what category would best represent the impact on the general health and/or public safety?

ROADS

Extremely Critical: Resurfacing, Restoration, Rehabilitation and Reconstruction (4R) of a Major Access Road.*

Critical: Resurfacing, Restoration and Rehabilitation (3R) of a Major Access Road.*

Major:	Resurfacing, Restoration, Rehabilitation and Reconstruction (4R) of a Minor Access Road.*
Moderate:	Resurfacing, Restoration and Rehabilitation (3R) of a Minor Access Road.*
Minimal:	Preventative Maintenance of a Major Access Road.
No Impact:	Preventative Maintenance of a Minor Access Road.

Projects that have a variety of work will be scored in the LOWEST category of work contained in the Construction Estimate.

Road/Street Classifications:

<i>Major Access Road:</i>	<i>Roads or streets that have a dual function of providing access to adjacent properties and providing through or connecting service between other roads.</i>
<i>Minor Access Road:</i>	<i>Roads or streets that primarily provide access to adjacent properties without through continuity, such as cul-de-sacs or loop roads or streets.</i>
<i>Preventative Maintenance:</i>	<i>Non Structural Pavement work such as chip sealing, cape sealing, micro-surfacing, crack sealing, etc.</i>

* (3R) Resurfacing, Restoration and Rehabilitation - Improvements to existing roadways, which have as their main purpose, the restoration of the physical features (pavement, curb, guardrail, etc.) without altering the original design elements. **(Surface and Intermediate layer Mill and Fills, overlays with less than or equal to 3.5" of additional pavement, etc....)**

* (4R) Resurfacing, Restoration, Rehabilitation and Reconstruction - Much like 3R, except that 4R allows for the complete reconstruction of the roadway and alteration of certain design elements (i.e., lane widths, shoulder width, SSD, **overlays with greater than 3.5" of additional pavement.** etc.).

BRIDGES SUFFICIENCY RATING

Extremely Critical:	0-25, or a General Appraisal rating of 3 or less.
Critical:	27-50, or a General Appraisal rating of 4.
Major:	51-65 or a General Appraisal rating of 5 or 6.
Moderate:	66-80 or a General Appraisal rating of 7.
Minimal:	81-100 or a General Appraisal rating of more than 7.
No Impact:	Bridge on a new roadway.

WASTEWATER TREATMENT PLANTS

Extremely Critical: Environmental Protection Agency (EPA) orders in the form of a consent decree, findings and orders or court order. Health Department Construction Ban.

- Critical: Improvements ordered by the Environmental Protection Agency (EPA) in the form of NPDES Orders.
- Major: Replace deficient appurtenances. Update existing processes due to EPA recommendations.
- Moderate: Increase capacity to meet current needs or update processes to improve effluent quality.
- Minimal: New/Expansion project to meet a specific development proposal.
- No Impact: New/Expansion to meet future or projected needs.

WATER TREATMENT PLANT

- Extremely Critical: EPA orders in the form of a consent decree, findings and orders or court order.
- Critical: Improvements to meet Environmental Protection Agency (EPA) Safe Drinking Water Regulations and/or NPDES Orders.
- Major: Replace deficient appurtenances. Update existing processes due to EPA recommendations.
- Moderate: Increase capacity to meet current needs or update processes to improve water quality.
- Minimal: New/Expansion project to meet a specific development proposal.
- No Impact: New/Expansion to meet future or projected needs.

COMBINED SEWER SEPARATIONS (May be construction of either new storm or sanitary sewer as long as the result is two separate sewer systems.)

- Extremely Critical: EPA orders in the form of a consent decree, findings and orders or court order. Health Department Construction Ban.
- Critical: Separate, due to chronic backup or flooding in basements.
- Major: Separate, due to documented water quality impairment, or due to EPA recommendations.
- Moderate: Separate, due to specific development proposal within or upstream of the combined system area.
- Minimal: Separate, to conform to current design standards.
- No Impact: No positive health effect.

STORM SEWERS

Extremely Critical:	EPA orders in the form of a consent decree, findings and orders or court order.
Critical:	Chronic flooding (structure damage).
Major:	Inadequate capacity (land damage).
Moderate:	Inadequate capacity with no associated damage.
Minimal:	New/Expansion to meet current needs.
No Impact:	New/Expansion to meet future or project needs.

CULVERTS

Extremely Critical:	Structurally deficient or functionally obsolete. Deterioration has already caused a safety Critical: hazard to the public.
Critical:	Inadequate capacity with land damage and the existing or high probability of property damage.
Major:	Inadequate capacity (land damage).
Moderate:	Inadequate capacity with no associated damage.
Minimal:	New/Expansion to meet current needs.
No Impact:	New/Expansion to meet future or projected needs.

SANITARY SEWERS

Extremely Critical:	EPA orders in the form of a consent decree, findings and orders or court order. Health Department Construction Ban.
Critical:	Replace, due to chronic pipe failure, chronic backup or flooding in basements. Improvements ordered by the Environmental Protection Agency (EPA) in the form of NPDES Orders.
Major:	Replace, due to inadequate capacity or infiltration, or due to EPA recommendations.
Moderate:	Rehabilitate to increase capacity to meet current needs or to reduce inflow and infiltration.
Minimal:	New/Expansion project to meet a specific development proposal.
No Impact:	New/Expansion to meet future or projected needs.

SANITARY LIFT STATIONS AND FORCE MAINS

Extremely Critical: Structurally deficient. Deterioration has already caused a safety/health hazard to the public, or, EPA orders in the form of a consent decree, findings and orders or court order.

Critical: Inadequate capacity with actual or a high probability of property damage. Improvements ordered by the Environmental Protection Agency (EPA) in the form of NPDES Orders.

Major: EPA recommendations, or, reduces a probable health and/or safety problem.

Moderate: Rehabilitate to increase capacity to meet current needs.

Minimal: New/Expansion to meet a specific development proposal.

No Impact: New/Expansion to meet future or projected needs.

WATER PUMP STATIONS

Extremely Critical: Structurally deficient. Deterioration has already caused a safety hazard to the public, or, EPA orders in the form of a consent decree, findings and orders or court order.

Critical: Inadequate capacity with the inability to maintain pressure required for fire flows.

Major: Replace due to inadequate capacity or EPA recommendations.

Moderate: Rehabilitate to increase capacity to meet current needs.

Minimal: New/Expansion to meet a specific development proposal.

No Impact: New/Expansion to meet future or projected needs.

WATER LINES/WATER TOWERS

Extremely Critical: Solve low water pressure or excessive incidents of main breaks in project area.

Critical: Replace, due to deficiency such as excessive corrosion, etc.

Major: Replace undersized water lines as upgrading process.

Moderate: Increase capacity to meet current needs.

Minimal: New/Expansion project to meet a specific development proposal.

No Impact: New/Expansion to meet future or projected needs.

OTHER

Extremely Critical: There is a present health and/or safety threat.

- Critical: The project will provide immediate health and/or safety benefit.
- Major: The project will reduce a probable health and/or safety problem.
- Moderate: The project will delay a health and/or safety problem.
- Minimal: A possible future health and/or safety problem mitigation.
- No Impact: No health and/or safety effect.

NOTE: Combined projects that can be rated in more than one subset may be rated in the other category at the discretion of the District 5 Executive Committee. In general, the majority of the cost or scope of the project shall determine the category under which the project will be scored.

(Submittals without supporting documentation will receive 0 Points for this question.)

Extremely Critical X , Critical , Major , Moderate , Minimal , No Impact . Explain your answer. Replacement of aging lift station and installation of a sanitary sewer in unsewered area of the community. See also attached.

(Additional narrative, charts and/or pictures should be attached to questionnaire)

4. Identify the amount of local funds that will be used on the project as a percentage of the total project cost. **ORC Reference 164.06(B)(6); ORC 164.06(B)(3)**

A.) Amount of Local Funds = \$ 1,036,352.00

B.) Total Project Cost = \$1,361,352.00

RATIO OF LOCAL FUNDS DIVIDED BY TOTAL PROJECT COSTS (A÷B)= 76 %

Note: Local funds should be considered funds derived from the applicant budget or loans funds to be paid back through local budget, assessments, rates or tax revenues collected by the applicant.

5. Identify the amount of other funding sources to be used on the project, excluding SCIP or LTIP Funds , as a percentage of the total project cost. **ORC Reference(s): 164.06(B)(7); 164.14(E)(4)**

Grants 0 % Gifts %, Contributions %

Other % (explain) , Total 0 %

Note: Grant funds and other revenues not contributed or collected through taxes by the applicant should be considered other funds. The Scope of Work for each Funding Source must be the same.

6. Total Amount of SCIP and Loan Funding Requested- An Applicant can request a grant per the categories below for points as indicated on the Priority Rating Sheet. If the Applicant is including a loan request equal to, but not exceeding 50% of the OPWC funding amounts listed below, there will be no point penalty. If loan funds requested are more than 50%, points as listed in the Priority Rating Sheet

will apply. **ORC Reference(s):164.14(E)(10);164.06(B)(5)**

_____	\$500,001 or More
_____	\$400,001-\$500,000
_____	\$325,001-\$400,000
<u> X </u>	\$275,001-\$325,000
_____	\$175,001-\$275,000
_____	\$175,000 or Less

There are times when the District spends all of the grant money and has loan money remaining. When this happens, the district makes a loan offer in the amount of the requested grant to the communities that were not funded. The offers are made in the order of scoring. We need to know if you are not successful in obtaining grant dollars for your project if you would be interested in loan money:

YES X NO _____

(This will only be considered if you are not funded with grant money and there is remaining loan money.) **Please note: if you answer “no” you will not be contacted, only if you answer “yes” will an offer be made in the event that there is loan money remaining.**

7. If the proposed project is funded, will its completion directly result in the creation of permanent full-time equivalent (FTE) jobs (FTE jobs shall be defined as 35 hours/week) ? Yes ___ No X . If yes, how many jobs within eighteen months? ___ Will the completed project retain jobs that would otherwise be permanently lost? Yes ___ No X . If yes, how many jobs _____ **will be created/retrained** within 18 months **following the completion of the improvements**?

ORC Reference(s): 164.14(E)(3);164.14(E)(10)

(Supporting documentation in the form of letter from affected industrial or commercial enterprises that specify full time equivalent jobs that will be retained or created directly by the installation or improvement of Public infrastructure. Additional items such as; 1) newspaper articles or other media news accounts, 2) public meeting minutes, and/or 3) a letter from the County Economic Development Director or State of Ohio Economic Development Professional that alludes to the requirement for the infrastructure improvement to support the business. Submittals without supporting documentation will receive 0 points for this question.)

8. What is the total number of existing users that will directly benefit from the proposed project if completed? 152 Use households served, traffic counts, etc. and explain the basis by which you arrived at your number.) **ORC Reference 164.14(E)(7); 164.06(B)(10)**
9. Economic Distress Criteria **ORC Reference 164.06(B)(8)**
What is the Local Median Household Income as a percentage of the District Median Household Income?
 89.89 %. Please utilize the Economic Distress Scoring Criteria based on ACS 2013-2017 Data

provided in Exhibit A.

10. Readiness to Proceed Criteria **ORC Reference 164.06(B)(9); ORC 164.14(E)(5)**

Please categorize the status of planning and design elements for the project.

- _____ Plans have not begun yet (0 Points)
- _____ Preliminary Engineering Complete (1 Point)
- X Final Design Complete (2 Points)

11. Base Score Total for Questions 1-10= _____

12. County Subcommittee Priority Points= _____

(25-20-15 Points for each of the SCIP and LTIP Project Categories)

13. DISCRETIONARY POINTS (BY DISTRICT COMMITTEE ONLY)

13a. A **District Discretionary Point** may be awarded to projects that demonstrate significant Area-wide, County, or Community Impact. (Include documentation to support the claim of significance)
(Maximum of 1 Point at the discretion of the District Executive Committee) _____

ORC Reference 164.14(E)(7)

13b. A **District Discretionary Point** may be awarded to projects that demonstrate that the entity has maximized local financial resources including assessments. Provide a Fund Status Report and/or the water and sanitary waste utility rate structures are at least 2.5% of area median household income for combined systems and 1.5% of the area median household income for water and sanitary only systems. Please provide rate ordinances for water and sanitary sewer to be considered for discretionary points. (Maximum of 1 Point at the discretion of the District 5 Executive Committee) _____ **ORC Reference 164.06(B)(3)**

14. **Grand Total of Points** _____

15. Is subdivision's population less than 5,000 Yes ___ No X If yes, continue. You may want to design your project per Small Government Project Evaluation Criteria, released for the current OPWC Round to assist in evaluating your project for potential Small Government Funding. The Small Government Criteria is available on the OPWC website at

<https://www.pwc.ohio.gov/Portals/0/Data/SmallGovernment%20Round%2035%20Methodology.pdf?ver=2019-08-07-071749-143>

16. **OHIO PUBLIC WORKS COMMISSION SMALL GOVERNMENT PROGRAM GUIDELINES**

All projects that are sponsored by a subdivision with a population of 5,000 or less, and not earning enough points for District Funding from SCIP or LTIP Funds, are then rated using the Small Government Program Rating Criteria for the corresponding funding round. In order to be rated the entity must submit the Small Government Supplement and their required budgets with their application. **Only infrastructure that is village- or township- owned is eligible for assistance.** The following policies have been adopted by the Small Government Commission:

- District Integrating Committees may submit up to seven (7) applications for consideration by the Commission. All 7 must be ranked, however, only the top five (5) will be scored. The remaining two (2) will be held as contingency projects should an application be withdrawn.
- Grants are limited to \$500,000. Any assistance above that amount must be in the form of a loan.
- Grants for new or expanded infrastructure cannot exceed 50% of the project estimate.
- The Commission may deny funding for water and sewer systems that are deemed to be more cost-effective if regionalized.
- If a water or sewer project is determined to be affordable, the project will be offered a loan rather than a grant. Pay special attention to the **Water & Wastewater Affordability Supplemental and the Small Government Water & Wastewater Affordability Calculation Worksheet. Both are available on the Small Government Program Tab at <https://www.pwc.ohio.gov/Programs/Infrastructure-Programs/Small-Government>**
- Should there be more projects that meet the “annual score” than there is funding, the tie breaker is those projects which scored highest under Health & Safety, with the second tie breaker being Condition. If multiple projects have equivalent Health & Safety and Condition scores they are arranged according to the amount of assistance from low to high. Once the funded projects are announced, “contingency projects” may be funded from project under-runs by continuing down the approved project list.
- Supplemental assistance is not provided to projects previously funded by the Commission.
- Applicants have 30 days from receipt of application by OPWC without exception to provide additional documentation to make the application more competitive under the Small Government criteria. Applications will be scored after the 30-day period has expired. The applicants for each District's two (2) contingency projects will have the same 30-day period to submit supplemental information but these applications will not be scored unless necessary to do so. **It is each applicant's responsibility for determining the need for supplemental material. The applicant will not be asked for or notified of missing information unless the Commission has changed the project type and it affects the documentation required. Important information may include, but is not limited to: age of infrastructure, traffic counts or utility users, median income information, user rates ordinances, and the Auditor's Certificate of Estimated Revenues or documentation from the Auditor of State that subdivision is in a state of fiscal emergency.**

If you desire to have your Round 35 project considered for Small Government Funding please download the Small Government Evaluation Criteria applicable to Round 35 by accessing the OPWC Website at

[https://www.pwc.ohio.gov/Portals/0/Data/SmallGovernment%20Round%2035%20Methodology.pdf?
ver=2019-08-07-071749-143](https://www.pwc.ohio.gov/Portals/0/Data/SmallGovernment%20Round%2035%20Methodology.pdf?ver=2019-08-07-071749-143)

Please complete the Small Government Evaluation Criteria and attach all required supporting documentation and attach it to the District 5 Questionnaire for Round 35.

Date: 9-16-2020

Signature: Paul Fiser

Title: City Manager

Address: 222 North Main Street, Clyde, Ohio 43410

Phone: 419-547-6898

FAX: 419-547-6626

Email: pfiser@clydeohio.org

District 5
Capital Improvement Project
Priority Rating Sheet, Round 35

COUNTY: Sandusky		PROJECT: Woodland Avenue/Maple Street Sanitary Sewer in the City of Clyde										PROJECT NUMBER:				
EST. COST: \$1,361,352.00																
No.	A WEIGHT FACTOR	CRITERIA TO BE CONSIDERED	B PRIORITY FACTORS						A x B	PRIORITY FACTORS						No.
			0	2	4	6	8	10		0	2	4	6	8	10	
1	1	(REPAIR OR REPLACE) vs. (NEW OR EXPANSION)						6	0%+	20%+	40%+	60%+	80%+	100%+	1	
									Repair or	Repair or	Repair or	Repair or	Repair or	Repair or		
2A	1	EXISTING PHYSICAL CONDITION Please refer to Criteria #2 of the Round 35 Scoring Methodology. Must submit a bid/valuation.						10	Excellent	Good	Fair	Fading	Poor	Falling	2A	
2B	1	AGE						3	Type	0	1	2	3	4	5	2B
									Road	0-4 Yrs	5-8 Yrs	9-12 Yrs	13-16 Yrs	17-20 Yrs	20+ Yrs	
									Wastewater	0-6 Yrs	7-12 Yrs	13-18 Yrs	19-24 Yrs	25-30 Yrs	30+ Yrs	
									Bridge/Culvert, Sanitary Sewer, Water Solid Waste	0-10 Yrs	11-20 Yrs	21-30 Yrs	31-40 Yrs	41-50 Yrs	50+ Yrs	
3	2	PUBLIC HEALTH AND/OR SAFETY CONCERNS Submittals without supporting documentation will receive 0 points						20	No Impact	Minimal	Moderate	Major	Critical	Extremely Critical	3	
4	2	LOCAL MATCHING FUNDS Percentage of Local Share (Local funds are funds derived from the applicant budget or a loan to be						20	0%	10%	20%	30%	40%	50%	4	
5	1	OTHER FUNDING (Grants and other revenues not contributed or collected through taxes by the applicant; including Gifts, Contributions, etc. - must submit copy of award or status letter.)						0	0%	10%	20%	30%	40%	50%	5	
6		OPWC GRANT AND LOAN FUNDS REQUESTED Please refer to Criteria #6 of the Round 35 Methodology for clarification.						16							6	
	2	Grant or Loan Only							-9	-8	0	8	9	10	8	
	2	Grant/Loan Combination							\$500,001 or more	\$400,001 to \$500,000	\$325,001 to \$400,000	\$275,001 to \$325,000	\$175,001 to \$275,000	\$175,000 or less	6	
									\$750,000 or more	\$600,001 to \$750,000	\$487,501 to \$600,000	\$412,501 to \$487,500	\$262,501 to \$412,500	\$262,500 or less		
When scoring a project that is only grant or only loan, please use the chart labeled "Grant or Loan Only". When scoring a grant/loan combination, score the project for the grant in the first chart, then use the second chart labeled "Grant/Loan Combination" to score the total (grant and loan combined). Use the lower of the two as the score.																
7	1	JOB CREATION/RETENTION Indicate full time equivalent jobs, include supporting documentation in the form of a commitment letter from business or third party entity.						0	0-6 Jobs	7-14 Jobs	15-24 Jobs	25+ Jobs			7	
8	1	BENEFIT TO EXISTING USERS (households or traffic counts) Equivalent dwelling unit direct connections. Traffic Counts within two years with certified documentation, etc.						2	0-99 Users	100 - 349 Users	350 - 499 Users	500 - 749 Users	750 - 1000 Users	1000+ Users	8	
9	1	ECONOMIC DISTRESS Local MHI as a percentage of the District Median MHI						1	100%+	80%-100%	Less Than 80%				9	
10	1	READINESS TO PROCEED						2	Plans Not Begun Yet	Preliminary Engineering Complete	Final Design Complete				10	
11		SUBTOTAL RANKING POINTS (MAX = 115)						80	Other Info: Does this project have a significant impact on productive farmland? YES <input checked="" type="radio"/> NO Attach impact statement if yes. Is the Applicant ready to proceed to bids after State Approval within 6 months? <input checked="" type="radio"/> YES NO							
12		COUNTY SUBCOMMITTEE														
13A		DISCRETIONARY POINTS (BY DISTRICT ONLY) (MAX=1)							District Discretionary Point may be awarded to projects that demonstrate significant Area-wide, County, or Community Impact. Include documentation to support the claim of significance.							
13B		DISCRETIONARY POINTS (BY DISTRICT ONLY) (MAX=1)							District Discretionary Point may be awarded to projects that demonstrate that the entity has maximized financial resources including assessments and utility rate structure.							
14		GRAND TOTAL RANKING														

* Applicants must certify local and other share contributions. Specify, all funding sources to be utilized as local share at the time of application submittal.