

FILED

MAY 04 1994
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KENNETH J. MURPHY, Clerk
CINCINNATI, OHIO

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

UNITED STATES OF AMERICA,)
and)
STATE OF OHIO,)
)
) PLAINTIFFS,)
)
) v.)
)
) THE BOARD OF COUNTY)
) COMMISSIONERS OF)
) LAWRENCE COUNTY, OHIO,)
)
) DEFENDANT)

CASE No. C-1-91-302
JUDGE CARL B. RUBIN
MAGISTRATE ROBERT A. STEINBERG

Judge _____
Mag. _____
Journal _____
Motion # _____
Date _____
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Docketed _____

Judge *[Signature]*
Mag. _____
Journal _____
Motion # _____
Issue *[Signature]*
Card _____
N/S *[Signature]*
Docketed _____

CONSENT DECREE

WHEREAS, Plaintiff, United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("U.S. EPA"), having filed the Complaint herein on May 9, 1991, against Defendant, the Board of County Commissioners of Lawrence County, Ohio ("the Board" or "the Defendant") alleging violations of the Clean Water Act ("the Act"), 33 U.S.C. § 1251 et seq., the Board's National Pollutant Discharge Elimination Systems Permit No. OPK0002*AD (the "NPDES Permit"), and a November 30, 1989, U.S. EPA Administrative Order ("Administrative Order");

WHEREAS, the co-Plaintiff State of Ohio was originally named as a defendant pursuant to Section 309(e) of the Act, 33 U.S.C. § 1319(e), and was subsequently realigned as a Plaintiff;

WHEREAS, the State of Ohio filed a cross-claim, which as a result of its realignment was converted to the State of Ohio's Complaint herein against the Board on June 4, 1991, alleging

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violations of the Act, 33 U.S.C. § 1251 et seq., Chapter 6111 of the Ohio Revised Code, the NPDES Permit, and the Administrative Order;

WHEREAS, the parties have agreed that settlement of this matter is in the public interest and that entry of this Consent Decree ("Decree") without further litigation is the most appropriate means of resolving this matter;

NOW, THEREFORE, without admission by Defendant of any liability, and upon consent of the parties hereto, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action and the parties pursuant to Sections 309 and 505 of the Clean Water Act, 33 U.S.C. §§ 1319 and 1365, and 28 U.S.C. §§ 1331, 1345 and 1355, and this Court's ancillary and pendent jurisdiction. Venue is proper pursuant to 33 U.S.C. § 1319(b), 28 U.S.C. §§ 1391(b), 1393 and 1395(b), and Rule II, 3.3 of the Local Rules of the Southern District of Ohio. The United States' Complaint filed in this action, and, solely for purposes of this Consent Decree, the State of Ohio's Complaint filed in this action, each states a claim upon which relief can be granted.

II. APPLICABILITY

2. The provisions of this Decree shall apply to and be binding upon the United States, on behalf of U.S. EPA, the State of Ohio, on behalf of the Ohio Environmental Protection

Agency ("Ohio EPA"), and the Board and its successors and assigns. The provisions of this Decree shall also apply to and be binding upon the commissioners of the Board of County Commissioners in their representative capacity as commissioners of the Board. The Board shall provide a copy of this Consent Decree to each contractor hired to complete any plans, reports, construction, remedial maintenance, or any other obligations in this Decree or resulting from the activities required by this Decree, and shall condition all contracts entered into hereunder upon performance of the activities in conformity with the terms of this Consent Decree. The Board or its contractors shall provide written notice of the Consent Decree to all subcontractors hired to perform any portion of the activities required by this Consent Decree. The Board shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the activities required hereunder in accordance with this Consent Decree.

3. The Board shall provide a copy of this Decree to all of its officers and members, to all persons responsible for the operation of its publicly owned treatment works ("POTW"), and to any successor owner or operator of the POTW prior to transfer of that ownership or operation interest. In the event the Board proposes to sell or transfer real property or operations subject to this Decree, it shall advise the proposed purchaser or transferee of the existence of this Decree and shall notify all parties to this Decree of such proposed sale or transfer not

later than thirty (30) days prior to transfer of ownership, operation or other interest. The Board shall condition the transfer of ownership, operation, or any other interest related to the performance of this Decree upon the successful execution of the terms and conditions of this Decree.

III. OBJECTIVES

4. It is the express purpose of the parties in entering this Decree to further the objectives of the Clean Water Act, as enunciated at Section 101 of the Act, 33 U.S.C. § 1251, and the objectives of Chapter 6111 of the Ohio Revised Code. All plans, reports, construction, remedial maintenance, and other obligations in this Decree or resulting from the activities required by this Decree shall have the objectives of causing the Board to come into and remain in full compliance with the Clean Water Act and Chapter 6111 of the Ohio Revised Code, and the provisions of applicable Federal and State laws and regulations, pursuant to an agreed upon schedule of compliance.

IV. DEFINITIONS

5. Unless otherwise defined herein, terms used in this Decree shall have the meaning given to those terms in the Act, 33 U.S.C. § 1251 et seq., the regulations promulgated thereunder at 40 C.F.R. § 401.11, Chapter 6111 of the Ohio Revised Code, the regulations promulgated under that Chapter, and any applicable NPDES permit.

a. "August 1992 SSES" shall mean the Sewer System Evaluation Survey for the Village of Proctorville, Lawrence County, Ohio conducted by Shaw, Weiss & DeNaples for the Board and dated August 3, 1992.

b. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility, as defined at 40 C.F.R. § 122.41(m).

c. "Infiltration" means the water entering a sewer system and service connections from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, and manhole walls.

d. "Inflow" means the water discharged into a sewer system, including service connections, from such sources as, but not limited to, roof leaders, cellars, yard and area drains, foundation drains, cooling water discharges, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm waters, surface run-off, street wash waters, and drainage.

e. "Infiltration/Inflow" and "I/I" mean the total quantity of water from both infiltration and inflow.

f. "Joint Stipulation" shall mean the Partial Stipulation and Consent for the Entry of a Partial Judgment of Liability against Defendant Board of County Commissioners of Lawrence County, Ohio, which was agreed to by the parties and entered by the Court on March 9, 1993.

g. "March 1993 SSES" shall mean the Sewer System Evaluation Survey for the Village of Chesapeake, Lawrence County, Ohio conducted by Shaw, Weiss & DeNaples for the Board and dated March 11, 1993.

h. "NPDES permit" means National Pollutant Discharge Elimination System Permit No. OPK00002*AD (U.S. EPA Permit No. OH-0094684) issued to the Board on November 25, 1987, and any successive NPDES permits issued to the Board.

i. "October 1990 SSES" shall mean the Sewer System Evaluation Survey of Gravity Sewer Tributary to Pump Station No. 6, Lawrence County, Ohio conducted by Shaw, Weiss & DeNaples for the Board and dated October, 1990.

j. "Overflow" means the unintentional diversion of waste streams from any portion of the sewage collection system.

k. "Plaintiffs" shall mean the United States of America, on behalf of U.S. EPA, and the State of Ohio, on behalf of Ohio EPA.

l. "SSES" means Sewer System Evaluation Survey, which is a report specifying the infiltration and inflow, and the

sewer rehabilitation and other improvements necessary to eliminate this infiltration and inflow.

V. COMPLIANCE PROGRAM

6. No later than four (4) years from the date of entry of this Decree, and according to a schedule that meets the requirements of this Section V., the Board shall have completed the removal of all excessive inflow and infiltration ("I/I") from the Board's collection system, by taking all necessary measures including, but not limited to, the implementation of all recommendations set forth in the October 1990 SSES, the August 1992 SSES, and the March 1993 SSES. Implementation of all recommendations set forth in the October 1990 SSES, the August 1992 SSES, and the March 1993 SSES shall be accomplished in accordance with the following schedule:

- a. No later than thirty (30) months from the date of entry of this Decree, the Board shall have implemented all of the recommendations set forth in Table 7 of the October 1990 SSES (attached hereto as Appendix A);
- b. No later than forty-two (42) months from the date of entry of this Decree, the Board shall have implemented the manhole remediation schedule set forth in Table 4 of the August 1992 SSES (attached hereto as Appendix B), and the storm sewer improvements set forth in Table 5 of the August 1992 SSES (attached hereto as Appendix C), and completed separation of the storm sewers and construction of new, separate storm sewers in the Proctorville area of the collection system; and
- c. No later than four (4) years from the date of entry of this Decree, the Board shall have implemented the manhole rehabilitation schedule set forth in Table 1 of the March 1993 SSES (attached hereto as Appendix D), completed the elimination of the I/I sources

set forth in Tables 2 and 3 of the March 1993 SSES (attached hereto as Appendix E), completed grouting of the sanitary sewer joints in the Chesapeake area of the collection system, and completed separation of the storm sewers from the sanitary sewer collection system.

In the event that the Plaintiffs and the Board disagree over the issue of (a) whether the Board has taken all measures necessary to complete the removal of all excessive I/I from the Board's collection system within four (4) years from the date of entry of this Decree, or (b) whether the Board has implemented all of the recommendations set forth in the October 1990 SSES, the August 1992 SSES, and the March 1993 SSES within the deadlines set forth above, any party may invoke the procedures set forth in Section XII (Dispute Resolution).

7. The Board shall use best efforts to eliminate all the private sources of I/I which are set forth in the October 1990 SSES, the August 1992 SSES, and the March 1993 SSES. For purposes of this paragraph, the "best efforts" that the Board is required to employ shall include, but is not limited to, (a) passage of any new sewer ordinances which are necessary to eliminate the private sources of I/I; (b) providing written notification to the owners of the private sources that these sources must be eliminated by a specific deadline; (c) inspecting the private sources to determine whether they have been removed by their owner; (d) initiating legal action against any owner of a private source who refuses to eliminate the private source of I/I; and (e) enforcement of any legal judgment obtained against

the owner of a private source of I/I. The private sources of I/I are as follows:

- a. October 1990 SSES: The private sources of I/I in the October 1990 SSES are listed in Table 7 (attached hereto as Appendix A) and are the following: (1) Septic Tank at 232 Ben Street; (2) Downspout Drain at 224 Ben Street; (3) Retaining Wall at 224 Ben Street; (4) Downspout Drain at 316 Ben Street; (5) Downspout Drain at 400 Rockwood Avenue; (6) Downspout Drain at 410 Rockwood Avenue; (7) Foundation repair at 412 Rockwood Avenue; (8) Lateral repair at 437 Rockwood Avenue; and (9) Lateral repair at Pickett Concrete (behind 437 Rockwood Avenue);
- b. August 1992 SSES: The private sources of I/I in the August 1992 SSES include all the sources of I/I listed in Table 5 (attached hereto as Appendix C), except the following sources: (1) Storm Drain on Corner of Chestnut & Prichard Streets; (2) Culvert on northeast corner of Chestnut & Prichard Streets; (3) Culvert on southeast corner of Chestnut & Prichard Streets; (4) Catch Basin on corner of State Route 7 & Shirkey Street; (5) Catch Basin on State Route 7 next to manhole # 405; and (6) Catch Basin on State Route 7 across from manhole #405;
- c. March 1993 SSES: The private sources of I/I in the March 1993 SSES include all of the sources listed in Table 3 (attached hereto in Appendix E).

If the Board fails to eliminate any of the private sources of I/I listed above in accordance with the timeframes required in subparagraphs 6(a), 6(b) or 6(c), the Board may petition the Plaintiffs for relief. For each private source of I/I for which the Board seeks relief, if the Plaintiffs determine that the Board did employ "best efforts" in attempting to eliminate that private source then the Board shall not be liable for stipulated penalties for failing to eliminate that private source of I/I in

accordance with the timeframes required in paragraph 6. If, however, the Plaintiffs determine that the Board did not employ "best efforts", then the Board may invoke the procedures set forth in Section XII (Dispute Resolution) to dispute the Plaintiffs' determination that the Board failed to employ best efforts in attempting to eliminate that private source of I/I in accordance with the timeframes required in paragraph 6.

8. In addition to the requirements set forth in paragraphs 6 and 7 above, the Board shall eliminate the following sources of the excessive I/I in accordance with the following schedule:

- a. Commencing on the date of entry of this Decree and except as provided for in paragraph 7, the Board shall take all measures to ensure full compliance with all sewer ordinances that prohibit the discharge of clean water into the sewer collection system and, as necessary, pass any new sewer ordinances necessary to prohibit the discharge of clean water into the sewer collection system;
- b. No later than four (4) years from the date of entry of this Decree, the Board shall complete all work necessary for the elimination of river intrusion into the collection system including, but not limited to, raising the electrical controls above the 100-year flood elevation at pump stations 6 and 7.

In the event the parties disagree over the Board's compliance with subparagraphs (a) or (b) above, either party may invoke the procedures set forth in Section XII (Dispute Resolution).

9. No later than one (1) year from the date of entry of this Decree, the Board shall determine whether a SSES for the

Rome Township area of the collection system ("Rome Township area SSES") is needed to eliminate excessive I/I from this area of the collection system and is necessary to meet the requirements and objectives of this Decree. Within thirty (30) days following this determination, the Board shall submit to U.S. EPA and Ohio EPA a report identifying in detail the findings of the Board regarding the need for a Rome Township area SSES. This report shall also include (a) flow monitoring data from those areas of the Rome Township area served by the 800 uninspected septic tanks; and (b) a determination of the likelihood that excessive I/I exists in those areas of the Rome Township area served by the 800 uninspected septic tanks. In the event that the Plaintiffs and the Board disagree over (a) the issue of whether a Rome Township area SSES is needed to eliminate excessive I/I from the Rome Township area of the collection system and to meet the requirements and objectives of this Decree, or (b) the issue of whether additional information to support such a determination is necessary, any party may invoke the procedures set forth in Section XII (Dispute Resolution).

If it is determined by the Court or the parties otherwise agree that a Rome Township area SSES is needed to eliminate excessive I/I from the Rome Township area of the collection system and to meet the requirements and objectives of this Decree, the Board shall complete such a SSES, and shall complete the implementation of all recommendations of the SSES, no later than four (4) years from the date of entry of this Decree.

10. No later than six (6) years from the date of entry of this Decree, the Board shall complete installation of an equalization basin for the collection system to eliminate all unauthorized bypasses of and overflows from the Board's sewer system and wastewater treatment plant. The equalization basin shall be constructed in accordance with the following schedule:

- a. By October 30, 1994, the Board shall complete a Phase I Feasibility Study of the proposed equalization basin for the collection system, and shall submit a report detailing the findings and recommendations of the Study, and the projected costs of such an equalization basin, to U.S. EPA and Ohio EPA;
- b. By October 30, 1995, the Board shall complete the preparation of detailed engineering designs and specifications for the proposed equalization basin for the collection system, and shall submit the designs and specifications to U.S. EPA and Ohio EPA;
- c. By April 1, 1996, the Board shall submit an application for a permit-to-install the proposed equalization basin, with detailed engineering designs and specifications, to the Ohio EPA;
- d. By May 1, 1997, the Board shall commence construction of the proposed equalization basin for the collection system; and
- e. No later than six (6) years from the date of entry of this Decree, the Board shall complete installation of the equalization basin for the collection system.

In the event that the Plaintiffs and the Board disagree over (a) the findings and recommendations of the Phase I Feasibility Study or the projected costs of an equalization basin; or (b) the engineering designs and specifications for the proposed

equalization basin, any party may invoke the procedures set forth in Section XII (Dispute Resolution).

11. From the date of lodging of the Decree to no later than six (6) years from the date of entry of this Decree, the only bypasses and overflows from the Board's sewer system or wastewater treatment plant which are authorized under this Decree are those that occur when the conditions in (a) - (c) below are present: (a) during wet weather periods; (b) when the flow in the sewer system exceeds the capacity of the sewer system or the wastewater treatment plant and the Board has used all available capacity of the sewer system or the plant; and (c) when the Board has used best efforts to minimize the possibility and extent of any bypass. In addition to requirements of (a) through (c) above, the only bypasses from the Board's sewer system or wastewater treatment plant which are authorized under this Decree are those that occur from the following stations:

<u>STATION NUMBER</u>	<u>DESCRIPTION</u>
OPK00002002	Pump Station No. 6
OPK00002003	Pump Station No. 7
OPK00002005	Manhole East of Pump Station No. 3
OPK00002006	Pump Station No. 8

Nothing in this paragraph shall limit or affect the Board's right to assert any defense provided for at 40 C.F.R. § 122.41(m)(4) (1992).

At all times, the Board is prohibited from bypassing or overflowing from its sewer system or wastewater treatment plant for the purpose of achieving compliance with effluent limitations

in its effective NPDES Permit. In the event of any authorized or unauthorized bypass of or overflow from the Board's sewer system or wastewater treatment plant, the Board shall submit notice of such bypass or overflow to the U.S. EPA and Ohio EPA in accordance with the requirements of Part III, Items 11 and 12 of the General Conditions of the Board's NPDES Permit No. OPK00002*AD, and any modifications or renewals thereof, and shall include a description of all efforts taken to minimize the possibility and extent of any bypass or overflow.

12. Commencing no later than six (6) years from the date of entry of this Decree, the Board shall have identified all bypass and overflow points and have eliminated all bypasses of and overflows from the Board's sewer system and wastewater treatment plant. The bypass and overflow points which shall be eliminated include, but are not limited to, the following stations:

<u>STATION NUMBER</u>	<u>DESCRIPTION</u>
OPK00002002	Pump Station No. 6
OPK00002003	Pump Station No. 7
OPK00002005	Manhole East of Pump Station No. 3
OPK00002006	Pump Station No. 8

13. Upon entry of this Decree, the Board shall immediately and continuously comply with the requirements of Sections 301 and 402 of the Act and Ohio Revised Code 6111.04 and 6111.07, the rules and regulations adopted under these statutes, and the Board's currently effective NPDES Permit No. OPK00002*AD and any renewals or modifications thereof, provided, however, that the elimination of all unauthorized bypasses and overflows

and the elimination of excessive I/I shall be accomplished in accordance with Section V of this Consent Decree.

VI. FUNDING

14. Compliance with the terms of this Decree by the Board is not conditioned on the receipt of grant funds, loans, or outside sources of funding. In addition, Defendant's failure to comply with the terms of this Decree is not excused by the lack of grant funds, loans, or outside sources of funding, or by any delay in the processing of any applications for the same.

VII. REPORTING

15. Beginning with the calendar quarter ending December 31, 1993, and for every calendar quarter thereafter until termination of this Decree in accordance with Section XVIII. below, the Board shall submit to U.S. EPA and Ohio EPA a written progress report. Each quarterly report shall be submitted no later than the last day of the month following the close of the quarterly reporting period. Each report shall contain the following information for that quarter:

- a. the status and progress of the preparation of plans and construction of improvements required under Section V. above;
- b. a projection of the work to be performed under Section V. during the next two calendar quarters;
- c. identification of any items that might affect timely completion of the requirements under Section V. above;
- d. a description of all efforts the Board will undertake to minimize any anticipated delays in the timely completion of the requirements under Section V. above; and

- e. a detailed description of all efforts the Board has taken to eliminate the private sources of I/I described in paragraph 7 above.

Notification pursuant to this paragraph shall not excuse any failure to perform any requirement of this Decree.

16. Within ten (10) days following the deadline for any requirement under Section V. of this Decree, the Board shall submit to U.S. EPA and Ohio EPA written notice that the action has been taken or completed, as required. If the action has not been taken or completed as required, the Board shall submit written notice to U.S. EPA and Ohio EPA stating the reasons for any failure timely to complete a requirement, and the probability of meeting the next deadline in the schedule. The notice shall also describe the actions to be taken or that are being taken to return the program to schedule. Notification pursuant to this paragraph shall not excuse any failure to perform any requirement of this Decree.

17. Nothing in this Decree affects the reporting requirements set forth in the Board's NPDES Permit. The Board's compliance with reporting requirements set forth in this Decree shall not serve as a justification for not complying with any reporting requirement set forth in the NPDES Permit.

VIII. CIVIL PENALTY

18. The Board shall pay a civil penalty of fifteen thousand dollars (\$15,000.00), plus interest thereon, calculated at the statutory judgment interest rate provided for in 28 U.S.C. § 1961, from the date of lodging of this Decree, to the date of

payment in full as provided in this Section. Payments under this Decree are not tax deductible. The civil penalty shall be paid in the manner set forth in the subsequent four paragraphs.

19. Within thirty (30) days of the entry of this Decree, the Board shall pay twenty-five percent (25%) of the total civil penalty (the sum of \$3,750 plus accrued interest) to the United States. Such payment shall be made by cashier's or certified check, made payable to "Treasurer, United States of America", bearing a notation as to the civil docket number of this action, and sent to:

United States Attorney's Office
Southern District of Ohio
Civil Division
220 U.S. Post Office and Courthouse
Fifth and Walnut Streets
Cincinnati, Ohio 45202

Simultaneous with the making of such payment, the Defendant shall submit copies of the cashier's or certified check and the payment transmittal letter, identifying this Decree and this paragraph, to the below addresses:

Branch Secretary
Air, Water, Toxics and General
Law Branch
Office of Regional Counsel,
Region V
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, IL 60604-3590

United States Department
of Justice
Environment and Natural Resources
Division
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Attn: Jeffery K. Gordon

D.O.J. No. 90-5-1-1-3634

20. Within thirty (30) days after entry of this Decree, the Board shall pay twenty-five percent (25%) of the total civil penalty (the sum of \$3,750 plus accrued interest) to the State of Ohio. Such penalty shall be paid by certified or cashier's check, payable to "Treasurer, State of Ohio", and shall be tendered to Janis Miller, Administrative Assistant, Office of Attorney General, Environmental Enforcement Section, 30 East Broad Street, 25th floor, Columbus, Ohio, 43215.

21. Within six (6) months of the date of entry of this Decree, the Board shall pay an additional twenty-five percent (25%) of the total civil penalty (the sum of \$3,750 plus accrued interest) to the United States. Such payment shall be made by cashier's or certified check in the manner set forth in paragraph 19 above.

22. Within six (6) months of the date of entry of this Decree, the Board shall pay an additional twenty-five percent (25%) of the total civil penalty (the sum of \$3,750 plus accrued interest) to the State of Ohio. Such penalty shall be paid by certified or cashier's check in the manner set forth in paragraph 20 above.

23. Interest shall accrue on the unpaid balance of any amounts due, including any stipulated penalties due, at the statutory judgment interest rate provided for in 28 U.S.C. § 1961.

IX. SATISFACTION OF CLAIMS AND EFFECT OF SETTLEMENT

24. Compliance with the terms of this Decree and payment of the civil penalty shall be in full satisfaction of the United States' and State of Ohio's civil judicial claims against the Board as specifically alleged in the respective complaints and as set forth in the Joint Stipulation between the parties, through the date of lodging of the Decree.

X. STIPULATED PENALTIES

25. If the Board fails to complete any of the requirements contained in paragraphs 6, 7, 8, 9 or 10 of this Decree by the dates specified therein, the Board shall be liable to pay stipulated penalties as follows:

- (A) \$100 per day for each requirement not timely met, for the first 60 days;
- (B) \$200 per day for each requirement not timely met, for days 61 through 90;
- (C) \$500 per day for each requirement not timely met, for days 91 through 120;
- (D) \$750 per day for each requirement not timely met, for days 121 through 180;
- (E) \$1000 per day for each requirement not timely met, for each day of violation beyond the 180th day.

26. If the Board fails to complete any of the reporting requirements contained in paragraphs 11, 14 or 15 of this Decree by the dates specified therein, the Board shall be liable to pay stipulated penalties as follows:

- (A) \$100 per day for each reporting requirement not timely met, for the first 30 days;
- (B) \$150 per day for each reporting requirement not timely met, for days 31 through 60;
- (C) \$250 per day for each reporting requirement not timely met, for days 61 through 90;
- (D) \$375 per day for each reporting requirement not timely met, for days 91 through 120;
- (E) \$500 per day for each reporting requirement not timely met, for each day of violation beyond the 120th day.

27. If there are any discharges from Defendant's sewer system or wastewater treatment plant in violation of the requirements contained in paragraph 12 under Section V. above, the Board shall be liable to pay stipulated penalties as follows:

- (A) \$500 per day per discharge, for the first 30 days;
- (B) \$1000 per day per discharge, for each day of violation beyond the 30th day.

For purposes of this paragraph, each day of unauthorized discharges shall be counted towards the 30-day amount regardless of whether such unauthorized discharges are continuous.

28. Payment of stipulated penalties shall be paid within FIFTEEN (15) DAYS of any violation of this Decree. Fifty percent (50%) of the stipulated penalties due shall be paid to the United States and fifty percent (50%) shall be paid to the State of Ohio, in the manner set forth in paragraphs 19 and 20 of

this Decree. In addition, a letter summarizing the violations for which payment is being made shall be enclosed with all checks and all copies of these checks. Such payment shall be together with accrued interest at the statutory judgment rate provided for in 28 U.S.C. § 1961, if payment is not made within the time specified.

29. Any stipulated penalties paid pursuant to this section shall not be counted toward any portion of the civil penalty which the Defendant is required to pay in accordance with Section VIII. of this Decree. Stipulated penalties to be assessed pursuant to this section shall continue to accrue during any action of the United States or the State of Ohio to collect money owed to it under this Decree.

30. The stipulated penalties set forth above shall not preclude the use of, any other remedies or sanctions available to the United States or State of Ohio by reason of the Board's failure to comply with any requirements of this Decree or any applicable law.

XI. RIGHT OF ENTRY

31. U.S. EPA and Ohio EPA, as well as their authorized agents, contractors and consultants, shall have the right of entry into and upon the Board's collection system and wastewater treatment plant at all reasonable times, upon presentation of credentials, for the purposes of:

a. Monitoring the progress of activities required by this Decree;

b. Verifying any data or information required to be submitted pursuant to this Decree; and,

c. Obtaining samples, and, upon request, splits of any samples taken by the Board or its consultants.

32. This provision in no way expands upon, limits or affects any rights of entry and inspection held by either Plaintiff pursuant to any applicable federal or state laws, regulations, or permits, including, but not limited to, the provisions at 33 U.S.C. § 1318 and Ohio Revised Code § 6111.05.

XII. DISPUTE RESOLUTION

33. The dispute resolution procedures of this Section shall be the exclusive mechanism to resolve any technical disputes arising from the Board's implementation of the requirements under paragraphs 6, 7, 8, 9, and 10 of this Consent Decree. However, any actions within the exclusive jurisdiction of the Ohio Environmental Board of Review, as set forth at O.R.C. § 3745.04, are not subject to dispute resolution.

34. Any technical dispute which arises under or with respect to the Board's implementation of the requirements of paragraphs 6, 7, 8, 9, or 10 of this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

35. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, the Board shall present a written notice of such dispute to the Plaintiffs. The written notice of dispute shall set forth the specific points of dispute; the position of the Board and the bases therefore including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Board; and any actions which the Board considers necessary to resolve the dispute. The parties shall follow the following dispute resolution procedures, unless they agree otherwise:

a. If the Plaintiffs concur with Board's position, they shall provide written notice of such concurrence to the Board at the earliest practicable opportunity.

b. If the Plaintiffs do not concur with the Board's position, the Plaintiffs will use their best efforts to notify the Board within twenty (20) business days of receipt of the written notice from the Board. Plaintiffs' notice shall include, but is not limited to, any factual data, analysis, or opinion supporting Plaintiffs' position and any supporting documentation relied upon by the Plaintiffs. Any failure by the Plaintiffs to provide notice within twenty (20) business days shall not affect any rights of the Plaintiffs under this Decree, including their right to not concur with the Board's position. The parties and their representatives shall meet within twenty (20) days of the Plaintiffs' notice in a good faith effort to

resolve their differences, unless the parties agree to a different time frame. If the parties are still unable to resolve their differences, the Board shall provide any additional information requested by the Plaintiffs for their consideration within fourteen (14) days after such meeting(s).

c. U.S. EPA shall maintain an administrative record of the dispute. It shall contain all statements of position, including supporting documentation, that are submitted pursuant to this paragraph, and any other documents that form the basis of the Plaintiffs' decision.

d. If after holding such meeting(s) and considering the Board's submissions, the Plaintiffs still do not concur with the Board's position, they shall use their best efforts to notify the Board in writing within thirty (30) calendar days. However, any failure by the Plaintiffs to provide notice within thirty (30) calendar days shall not affect any rights of the Plaintiffs under this Decree, including their right to not concur with the Board's position.

e. With respect to a dispute under paragraph 9 as to whether a Rome Township area SSES is needed to eliminate excessive I/I from this area of the collection system, within fifteen (15) days of the Plaintiffs' written notification, either party may file a petition with this Court that sets forth the specific points of dispute, the position of petitioner(s) and the bases therefore, the efforts made by the parties to resolve the dispute, the relief requested, and any actions which the

petitioner(s) considers necessary to resolve the dispute. The nonpetitioner(s) may file a response to the petitioner's notice of judicial appeal.

f. With respect to any other dispute covered by this Section, the Plaintiffs' decision shall control unless, within fifteen (15) days of receipt of the Plaintiffs' written determination, the Board files a petition with this Court that sets forth the specific points of dispute, the position of the Board and the bases therefore, the efforts made by the parties to resolve the dispute, the relief requested, and any actions which the Board considers necessary to resolve the dispute. The Plaintiffs may file a response to the Board's notice of judicial appeal.

g. In proceedings on any dispute governed by this section, the Board shall bear the burden of proof. Judicial review of any dispute governed by this section shall be on the administrative record compiled pursuant to subparagraph 35.c. above.

36. The invocation of formal dispute resolution procedures under this section shall not extend, postpone or affect in any way any obligation of the Board under this Consent Decree which has not been specifically disputed in accordance with this Section.

XIII. PERMIT OBLIGATIONS

37. This Decree does not authorize or approve the construction of any physical structure or facilities, or the

modification of any existing treatment works or sewer system. Approval for such construction or modification shall be by permit issued by the Ohio EPA or such other permits as may be required by applicable federal, state, or county laws, rules, or regulations.

38. This Decree is not and shall not be interpreted to be a permit or modification of any permit issued pursuant to 33 U.S.C. § 1342, and/or Ohio Revised Code Chapter 6111, nor does this Decree relieve the Board of any obligation to apply for, obtain and, except as otherwise specifically provided in paragraph 11 and paragraph 13 of this Decree, comply with any new or existing NPDES permit. This Decree shall be interpreted such that provisions of any NPDES permit issued to the Board shall become the permit provisions enforceable under this Decree.

XIV. NON-WAIVER PROVISIONS

39. The Plaintiffs do not by their consent to the entry of this Decree warrant or aver in any manner that the Board's compliance with this Decree will result in compliance with the provisions of the Act, Chapter 6111 of the Ohio Revised Code or the Board's NPDES permit. Notwithstanding U.S. EPA's or Ohio EPA's review or approval of any plans, the Board shall remain solely responsible for compliance with the Act and the Board's NPDES permit.

40. The Plaintiffs do not waive any rights or remedies available to them for any violation by the Board of Federal or State laws, regulations, or permit conditions. Nothing in this

Decree shall be construed to limit the authority of the United States and/or the State of Ohio to seek relief for claims or conditions not alleged in their Complaints, including, but not limited to, criminal liability.

41. Except as otherwise specifically provided in paragraph 11 and paragraph 13 of this Decree, compliance with the terms of this Decree in no way limits the responsibility of the Board to comply with any Federal, State or Local law or regulation or permit.

42. Nothing in this Decree shall limit or affect the Board's right to defend against any allegation of noncompliance with the requirements of this Decree including, but not limited to, the right to assert that defense provided for at 40 C.F.R. § 122.41(m)(4) (1992).

XV. PUBLIC COMMENT

43. The parties agree and acknowledge that final approval by the United States and entry of this Decree is subject to the requirements of 28 C.F.R. Section 50.7, which provides for public notice and an opportunity for public comment.

XVI. SUBMITTALS

44. Except as specified otherwise, when written notification, written certification, or reports are required pursuant to this Decree to be submitted to the United States, U.S. EPA, the State of Ohio, Ohio EPA, or the Board, it shall be sent to the addresses below:

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044
DJ. No. 90-5-1-1-3634

and

United States Attorney
Southern District of Ohio
220 U.S. Post Office and Courthouse
Fifth and Walnut Streets
Cincinnati, Ohio 45202
Reference Case No. C-1-91-302

As to U.S. EPA:

Eloise Hahn (or designated successor)
U.S. Environmental Protection Agency
Region V
Water Division
Compliance Section (5WCC-15J)
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

As to the State of Ohio:

Terrence S. Finn
Assistant Attorney General
State of Ohio
Environmental Enforcement Section
30 East Broad Street, 25th Floor
Columbus, Ohio 43266-0410

and

Joann Montgomery (or designated successor)
Ohio Environmental Protection Agency
Southeast District Office
2195 Front Street
Logan, Ohio 43138-9031

As to Ohio EPA:

Joann Montgomery (or designated successor)
Ohio Environmental Protection Agency
Southeast District Office
2195 Front Street
Logan, Ohio 43138-9031

As to the Board for Notices under Section XII:

Lawrence County Board of County Commissioners
#1 Veterans Square
Ironton, Ohio 45638

and

J.B. Collier, Jr. (or designated successor)
Lawrence County Prosecuting Attorney
#1 Veterans Square
Ironton, Ohio 45638

and

Paul W. Casper, Jr. (or designated successor)
Stephen N. Haughey (or designated successor)
Frost and Jacobs
Suite 2500
PNC Center
201 E. 5th Street
Cincinnati, Ohio 45202-4182

As to the Board on All Other Matters:

Lawrence County Board of County Commissioners
#1 Veterans Square
Ironton, Ohio 45638

and

Tim Porter (or designated successor)
Union-Rome Townships Sub-Sewer District
1117 Rear Third Avenue
P.O. Box 400
Chesapeake, Ohio 45619

45. Written notification, written certification, or reports required to be submitted under this Decree shall be deemed submitted on the date postmarked by the U.S. Mail, with proper postage affixed. If another means is used to deliver a report, notice or certification, it shall be considered delivered upon the date received at the Ohio EPA or U.S. EPA office.

XVII. MODIFICATION

46. There shall be no modification of this Consent Decree without written agreement of the parties and order of this Court, except that nothing in this paragraph shall limit or affect the right of any party to seek relief from judgment pursuant to Fed. R. Civ. P. 60.

XVIII. TERMINATION

47. This Decree shall terminate upon the Court's granting a motion by the Board, after sufficient opportunity to respond to such motion by the Plaintiffs, and after certification by the Board to Plaintiffs and the Court that the Board has (a) completed the requirements set forth in Section V. above; (b) eliminated all unauthorized bypasses and overflows at all points in the sewer system and wastewater treatment plant; and (c) paid all penalties due hereunder.

XIX. COSTS OF SUIT

48. Each party shall bear its own costs and attorney's fees in this action incurred prior to the entry of this Decree.

SO ORDERED:

Despite any language herein that might appear to the contrary, the Court will not retain any continuing jurisdiction over the matter of this Court

Date

S-2-94

[Signature]
Honorable CARL B. RUBIN
U.S. District Judge
United States District Court
Southern District of Ohio

Is directed to enter this case as "closed"

CBA

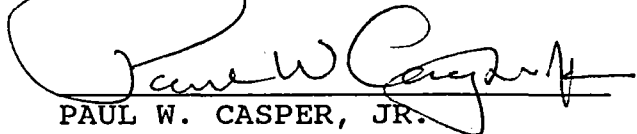
WE HEREBY CONSENT TO THE ENTRY OF THIS CONSENT DECREE,
For The Board of Commissioners of Lawrence County, Ohio

12-20 93
Date

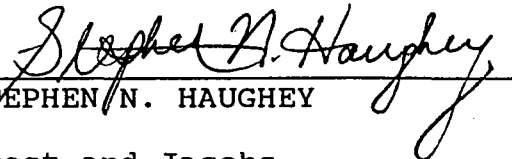
By:  SEE ATTACHED
RESOLUTION

Authorized Representative
of the Board of Commissioners
for Lawrence County, Ohio

12/23/93
Date


PAUL W. CASPER, JR.

12/23/93
Date

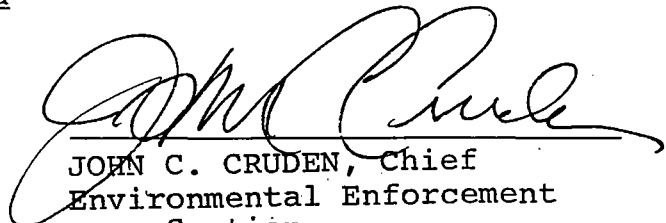

STEPHEN N. HAUGHEY

Frost and Jacobs
Suite 2500
PNC Center
201 E. 5th Street
Cincinnati, OH 45202-4182

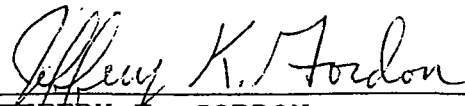
Counsel for the Board of
Commissioners of Lawrence
County, Ohio

For the United States of America

2.25.94
Date


JOHN C. CRUDEN, Chief
Environmental Enforcement
Section
Environment and Natural
Resources Division
U.S. Department of Justice

2/26/94
Date


JEFFERY K. GORDON
PETER H. RUVOLO
Environment Enforcement Section
U.S. Department of Justice
Ben Franklin Station

PO Box 2611
Washington, DC 20044

EDMUND A. SARGUS, JR.
United States Attorney
Southern District of Ohio

2/28/94
Date

Gerald F Kaminski by Jm/Holzn
GERALD F. KAMINSKI
Assistant U.S. Attorney
Chief, Civil Division
220 U.S. Post Office and
Courthouse
Fifth and Walnut Streets
Cincinnati, Ohio 45202

2/23/94
Date

Steven A. Herman
STEVEN A. HERMAN
Assistant Administrator for
Enforcement
U.S. Environmental Protection
Agency
Washington, D.C. 20460

1/20/94
Date

Valdas V. Adamkus
VALDAS V. ADAMKUS
Regional Administrator
U.S. Environmental Protection
Agency
Region V
Chicago, Illinois 60604

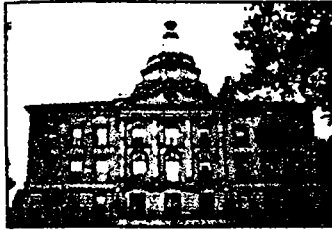
For the State of Ohio

LEE FISHER
ATTORNEY GENERAL OF OHIO

11/19/93
Date

Terrence S. Finn
TERRENCE S. FINN
SUSAN ASHBROOK
Assistant Attorneys General
30 E. Broad Street, 25th Fl.
Columbus, Ohio 43266-0410

LAWRENCE COUNTY COMMISSIONERS



TERRY NULL, *President*

GEORGE PATTERSON, *Member*

KAREN MATNEY SIMMONS, *Member*

KATHLEEN R. FRALEY, *Administrator*

TAMI L. GOODY, *Clerk*

December 21, 1993

Stephen N. Haughey
Frost & Jacobs
P O Box 5715
Cincinnati, Ohio 45201-5715

This is to certify that the following action was taken by the Lawrence County Board of Commissioners while in regular session at their meeting held on December 20, 1993 and recorded in Commissioners' Journal 65, Page 181.

Motion by Mr. Patterson

Second by Mr. Null

To approve and Commission President Terry Null sign the Consent Decree for Case No. C-1-91-302 as recommended by Frost & Jacobs.

Mr. Null---yes

Mr. Patterson---yes

Mrs. Simmons---yes

ATTEST Kathleen R. Fraley Administrator
Board of Lawrence County Commissioners

APPENDIX A

TABLE 7
RECOMMENDATIONS AND COST ANALYSIS

LOCATION	SEWER REPLACE (LF)	SEWER SEALING (LF)	ESTIMATED GPD REMOVED	PEAK I/I REMAINING GPD	\$\$ COST GAL. I/I REMOVED	TOTAL REHAB \$\$ COST
Rt 7 MH 304 to 303	985	-0-	376,800	2,876,970	0.080	\$ 30,000
Abandon Septic Tank 232 Ben Street	-	-	1,000	2,875,970	0.100	100
Downspouts at 224 Ben Street	-	-	5,000	2,870,970	0.020	200
Base Retaining Wall 224 Ben Street	-	-	7,100	2,863,870	0.211	1,500
Old Catch Basin at 222 Ben Street	-	-	374,000	2,489,879	0.004	1,500
Collapsed Pipe 250' W of MH 303	10	-	400	2,489,470	6.250	2,500
Downspouts at 316 Ben Street	-	-	6,700	2,487,770	0.015	150
Downspouts at 400 Rockwood	-	-	10,100	2,472,670	0.010	100
Downspouts at 410 Rockwood	-	-	10,100	2,462,570	0.010	100
Place LH 330' E of MH 301B	10	-	*	2,462,570	-	2,000
Defect 412 Rockwood	-	-	1,000	2,461,570	1.500	1,500
Catch Basin front 412 Rockwood	20	-	374,000	2,097,670	0.021	8,000
Repair pipe behind 43 Rockwood	10	-	1,000	2,096,670	2.000	2,000
Repair pipe at E end aerial sewer	-	-	1,000	2,095,670	0.000	**
Repair pipe at W end aerial sewer	-	-	1,000	2,094,670	0.000	**
Remove roots and grout 40 - 80' E of MH 300	-	40	+175	2,094,495	2.857	500
Locate MH between 300A and 299	-	-	*	2,094,495	-	2,000
Inspect lateral repair 437 Rockwood	-	-	3,200	2,091,295	0.031	100
Repair lateral to NW Pickett Conc.	-	-	900	2,090,395	1.111	1,000
Cover/frame of MH 299	-	-	1,002,500	1,087,895	0.001	1,000
Repair defects W of 515 Rockwood	30	-	2,900	1,084,995	0.776	2,250
Remove roots and grout joints 80' W of MH 297 to 160' W	-	80	850	1,084,445	1.177	1,000
Repair sewer behind 523 Rockwood	20	-	1,400	1,082,743	1.071	1,500
Downspouts 535 Rockwood	-	-	6,700	1,076,045	0.015	100
Replace sewer W from MH 296 and separate from storm	80	-	998,300	77,745	0.010	10,000
TOTAL:	1,155	120	3,186,126			\$ 68,950

* No reduction of I/I will result from these corrections. However, they should be made so the sewer may be properly maintained.

** These items were repaired by the Union-Rome Sewer Maintenance Crew during the time the internal inspections were performed. 1000300

APPENDIX B

TABLE 4

Manhole Remediation Schedule Proctorville, Ohio			
Manhole No.	Location	RECOMMENDATIONS	COST
400	Front & Chesnut	Replace with solid lid	\$90.00
401	Front St.	Clean & Seal Manhole Walls, etc.	\$100.00
402	Susan & Alley	Replace with solid lid*	--
403	Alley & Alley	Replace with solid lid Clean & Seal Manhole Walls, etc.	\$215.00
404	Alley & Alley	--	--
405	State St.	Replace with solid lid	\$90.00
406	State St.	Replace with solid lid Clean & Seal Manhole Walls, etc.	\$215.00
407	State St.	Replace with solid lid	\$90.00
408	State St.	--	--
409	Prichard & Chesnut	--	--
410	Elizabeth & Chesnut	--	--
412	Shirkey & Alley	--	--
413	Alley & Alley	--	--
415	Front & Thomas	--	--
416	Thomas St.	--	--
417	Grant St.	Replace with solid lid	\$90.00
418	Thomas & Alley	--	--
419	Grant & Alley	--	--
422	Front & Grant	--	--
423	Grant & Elizabeth	--	--
425	Elizabeth & Walnut	Replace with solid lid	\$90.00
426	Elizabeth & Alley	-E000410	--
427	Alley & Alley	Replace with solid lid	\$90.00
428	Thomas & Alley	--	--
429	Alley & Alley	--	--

* - Completed during investigation

APPENDIX C

TABLE 5

PROCTORVILLE SSES		CORRECTIONS RELATED TO STORM SEWER IMPROVEMENTS	
LOCATION	PROBLEM	COST	
Chestnut & Prichard	Storm drain on corner	**	
Chestnut & Prichard	Culvert on NE corner	**	
Chestnut & Prichard	Culvert on SE corner	**	
State Route 7 & Shirkey	Catch Basin	**	
State Route 7 next to MH 405	Catch Basin	**	
State Route 7 across from MH 405 Culvert by flower shop	Catch Basin	**	
PROPERTY OWNER WORK			
LOCATION	PROBLEM	COST	
Corner of Walnut St. & Front St.	Old downspout tile	\$25	
113 Walnut Street	Old downspout tile	\$25	
State St. by Fire Station	Old downspout tile	\$50	
State St. by Fire Station	Abandoned line in vacant lot	\$60	
Empty lot west of 311 Elizabeth St.	Hole in yard of vacant lot	\$60	
Vacant Lot behind 406 Front St.	Open abandoned line	\$60	
White & brown trailer on the river side of Front Street	Open Sewer Lateral	\$60	
Corner of Walnut St. & Front St.	Old downspout at demolished house in rear	\$60	
South end of Alley @ Susan St.	Open line @ vacant lot	\$60	
Empty lot west of 311 Elizabeth St.	Open lateral in vacant lot	\$60	
408 Front Street	Coffee Can covering open cleanout	\$60	
98 Prichard Street	Downspout @ rear of bldg.	\$75	
225 Elizabeth Street	Rear downspout	\$75	
308 Elizabeth Street	Large hole in back yard	\$100	
101 Thomas Street	Around trailer skirting (lateral leak?)	\$100	
311 Elizabeth Street	Two Downspouts	\$150	
Parking lot behind post office	Along retaining wall	\$500	
Trailer lot across from 18 Front Street	Open 4" line at abandoned lot	1000411	\$750
112 Walnut Street	Foundation drain along north side	\$1,200	
213 Grant Street	Foundation drain	\$1,200	

CORRECTIONS RELATED TO STORM SEWER IMPROVEMENTS

TABLE 5 con

PROCTORVILLE SSES	PROPERTY OWNER WORK	
LOCATION	PROBLEM	COST
404 Front Street	Along west side of basement wall	\$1,200
110 Walnut Street	Along west side of building	\$1,200
403 Elizabeth St.--Apts.	Along west side of building	\$1,200
Btwn Prichard & Elizabeth	Water Meter over 6" sanitary along alley ROW	\$1,200
308 Elizabeth Street	Hole in back yard near bush	\$1,200
403 Elizabeth St.--Apts.	Two holes in fenced-in area	\$1,500
405 Wilgus Street	Hole in back yard	\$1,500
223 Wilgus Street	Hole in back yard	\$1,500
104 Ferry Street	Along south side of basement walls	\$1,500
308 Elizabeth Street	Two holes in back yard near alley	\$1,500
213 Wilgus Street	Hole in back yard	\$1,500
223 Wilgus Street	Btwn steps and basement wall; rear of house	\$1,500
217 Jones Street	Water meter	\$1,500
State St. behind Fire Station	Hole in yard	\$1,500
305 Wilgus Street	Hole in back yard	\$1,500
315 Front Street	Holes around sidewalk and bushes	\$2,500
TOTAL		\$29,430
** - COST INCLUDED IN STORM SEWER IMPROVEMENTS		

L000412

APPENDIX D

MANHOLE REHABILITATION SCHEDULE

MANHOLE NUMBER	LOCATION	RECOMMENDATIONS	COST
5	Willowood Dr.	Replace With Solid Lid Grout Manhole Interior	\$450
6	Willowood & Brown	Replace With Solid Lid Grout Manhole Interior	\$450
7	Brown St.	Raise Manhole Grout Manhole Interior	\$1,360
9	Brown St. W. End	Replace With Solid Lid	\$90
10	3rd Ave. Behind Church	Replace With Solid Lid	\$90
13	N. Side 3rd Ave.	Replace With Solid Lid Grout Manhole Interior	\$450
14	3rd Ave.	Replace With Solid Lid	\$90
17	Rosslyn St. & Alley	Replace With Solid Lid	\$90
20	Rosslyn St. & Powhatan	Replace With Solid Lid	\$90
26	Martha & Powhatan	Raise Manhole	\$1,000
28	Rosslyn & Martha (Alley)	Replace With Solid Lid	\$90
31	Rosslyn Dr. & S.R. 7	Replace With Solid Lid	\$90
32	Alley & Rosslyn Dr.	Raise Manhole	\$1,000
35	S.R. 7	Replace With Solid Lid	\$90
43	River Dr. & Lower Terrace	Replace With Solid Lid	\$90
44	River Dr. & Upper Terrace	Raise Manhole	\$1,000
46	S.R. 7 & Upper Terrace	Replace With Solid Lid	\$90
47	Locust & River Dr.	Raise Manhole	\$1,000
48	S.R. 7 & Locust	Replace With Solid Lid	\$90
49	River Dr. & High Ave.	Replace With Solid Lid	\$90
51	Rodney & High Ave.	Replace With Solid Lid	\$90
52	Payne & High Ave.	Replace With Solid Lid	\$90
58	S.R. 7 & Rodney Ave.	Replace With Solid Lid	\$90
59	S.R. 7 Bet. Rodney & Harbor	Replace With Solid Lid	\$90
60	S.R. 7 & Harbor Dr.	Raise Manhole	\$1,000
61	High Ave. & Harbor Dr.	Replace With Solid Lid	\$90
62	High Ave. & Half St.	Replace With Solid Lid	\$90
63	High Ave. (West)	Raise Manhole	\$1,000
64A	Audrey Ave. E. of Harbor	Grout Manhole Interior	\$360
65	Audrey Ave. & Half St.	Replace With Solid Lid	\$90

MANHOLE NUMBER	LOCATION	RECOMMENDATIONS	COST
69	Nancy St. & Rebecca Ave.	Replace With Solid Lid	\$90
74	S.R. 7 (Near School)	Replace With Solid Lid	\$90
PS-1	West of Pump Station	Grout Manhole Interior	\$360
200	Third Ave. @ Second St.	Grout Manhole Interior	\$360
200A	First St.	Grout Manhole Interior	\$360
201	Third Ave.	Grout Manhole Interior	\$360
202	Pemberton Ave.	Grout Manhole Interior Replace Frame	\$860
203	Pemberton Ave.	Grout Manhole Interior	\$360
205	Third Ave.	Grout Manhole Interior	\$360
206	Third Ave.	Grout Manhole Interior	\$360
207	Alley Between 2nd & 3rd St.	Grout Manhole Interior Replace Frame	\$860
209	5th St. @ Alley	Grout Manhole Interior	\$360
213	W. End Riverside Ave.	Grout Manhole Interior	\$360
215	6th St. & Riverside Ave.	Grout Manhole Interior Replace Frame	\$860
216	5th St. & Riverside Ave.	Grout Manhole Interior Replace Frame	\$860
217	4th St. & Riverside Ave.	Grout Manhole Interior Replace Frame	\$860
221A	Alley N. of 3rd & 4th Inter.	Grout Manhole Interior	\$360
222	Alley N. of 3rd Ave.	Grout Manhole Interior	\$360
223	Big Branch Rd.	Grout Manhole Interior Replace Frame	\$860
227	Alley S.E. of Big Branch	Grout Manhole Interior	\$360
231	3rd St./S.R. 7	Grout Manhole Interior	\$360
232	3rd St./S.R. 7 @ Alley	Grout Manhole Interior Replace Frame & Lid	\$950
232C	S.R. 7	Grout Manhole Interior Replace Frame	\$860
232D	Kelton Ln.	Grout Manhole Interior Replace Frame	\$860
233	3rd Ave. @ Alley between 4th & 5th	Grout Manhole Interior Replace Frame	\$860
233A	3rd Ave. & Branch Rd.	Grout Manhole Interior Replace Frame & Lid	\$950
TOTAL COST			\$25,280

TABLE 1

APPENDIX E

**CHESAPEAKE SSES
INFLOW/INFILTRATION SOURCES**

	LOCATION	EST. I/I (gpd)	PROBLEM	ESTIMATED COST
68-5	St. Rt. 7 & Nancy St.	87650	Culvert	\$20,000
68-3	Harbor Dr. & St. Rt. 7	22860	Catch Basin	\$ 5,000
68-2	Harbor Dr. & St. Rt. 7	65750	Culvert	\$25,000
65-3	Half & River Dr.	15	Hole in Yard	\$ 3,000
64A-2	River Drive, Box 193	110	Covered Manhole	\$ 500
62-3	249 High Ave.	945	Yard Drain	\$ 4,500
62-2	245 High Ave.	850	Storm Grate	\$ 6,500
62-1	High Ave. & Half St.	6700	Storm Grate	\$ 6,500
51-5	264 High Ave.	450	Driveway Drain	\$ 3,500
233-1	S.E. Cor. 5th St. & 3rd Ave.	1125	Curb Drain	\$10,000
232C-2	S.R. 7 & 2nd Ave.	25780	Curb Drain	\$45,000
232C-1	S.R. 7 & 2nd Ave.	1550	Catch Basin	\$ 5,000
228-5	318 Symmes Creek (E. of 4th Ave.)	55	Water Meter Lid	\$ 200
221A-2	West Fourth Ave.	375	Water Meter Lid	\$ 200
200-2	Corner S.R.7 & S.R.52	22350	Catch Basin	\$40,000
200-1	Corner S.R.7 & S.R.52	30	Hole In Ground	\$ 100
	TOTAL	236525		\$175,000

PUBLIC OWNED

TABLE 2

**CHESAPEAKE SSES
INFLOW/INFILTRATION SOURCES**

	LOCATION	EST. I/I (gpd)	PROBLEM	ESTIMATED COST	\$/gpd
1-1	811 Brown Street	690	Downspouts	\$150	\$0.22
1-8	Nancy St. & Rebecca Ave.	60	Downspout (plugged)	\$25	\$0.42
5-3	River Dr. & Half St.	750	Hole in Yard	\$50	\$0.07
5-1	River Dr., Rt. 3, Box 224	1650	Downspouts	\$300	\$0.18
4A-1	River Drive, Box 191	90	Hole in Yard	\$50	\$0.55
4A-1	River Drive, Box 191	100	Downspout (plugged)	\$25	\$0.25
1-9	269 High Ave.	315	Downspout (plugged)	\$25	\$0.08
1-6	254 High Ave.	200	Downspout (plugged)	\$25	\$0.13
1-1	High Ave. & Rodney Ave.	300	Downspout	\$75	\$0.25
7	Five Star Supply-3rd Ave.	2500	Downspout	\$250	\$0.10
7-2	St. Rt. 7 btwn Upper Terrace and	410	Old Downspouts	\$100	\$0.24
7-3	Locust Street				
1-1	280 Lower Terrace	37495	Driveway Drain	\$8,000	\$0.24
1-3	Highland Ave. & St. Rt. 7	1450	Downspout (plugged)	\$25	\$0.02
1-	Highland Ave. & St. Rt. 7	1450	Downspout (plugged)	\$50	\$0.03
1-1	Lower Terrace & St. Rt. 7	425	Downspout (plugged)	\$25	\$0.06
1-1	Citgo - St. Rt. 7 & Kimball Ln.	3675	Roof Drains	\$600	\$0.16
1-4	35 Rosslyn Drive	175	Old Downspout	\$60	\$0.34
1-1	Rosslyn Dr. & Alley	1400	Foundation Drain	\$1,200	\$0.86
1-9	1000 Old Rt. 52	150	Old Downspout	\$60	\$0.40
1-3	Drive btwn 992 St. Rt. 7 and Buckeye Printing	360	Hole in Drive (old cistern)	\$150	\$0.42
1-5	992 Powhatan Ave.	800	Downspouts	\$300	\$0.37

	LOCATION	EST. I/I (gpd)	PROBLEM	ESTIMATED COST	\$/gpd
20-3	Rosslyn St.; 2nd house after Variety Store	100	Downspout (plugged)	\$25	\$0.25
20-1	1082 Rosslyn Street	330	Downspout	\$75	\$0.23
17-1	1070 Powhatan Ave.	590	Downspouts(plugged)	\$100	\$0.17
14-4	819 3rd Avenue	800	Downspout	\$75	\$0.09
14-2	829 3rd Avenue	210	Abandoned Lateral	\$50	\$0.24
233-6	418 3rd Ave.	400	Downspouts	\$300	\$0.77
233-5	416 3rd Ave.	200	Downspout	\$75	\$0.38
233-4	307 Big Branch	200	Downspout	\$75	\$0.38
233-3	3rd Ave. N. of 5th St.	560	Base of Wall	\$250	\$0.45
233-2	Biscuit World 3rd. Ave.	800	Downspouts	\$600	\$0.77
227-2	400 Symmes Creek Rd.	400	Downspouts	\$150	\$0.38
222-2	Funeral Home Parking Lot	44000	Drain	\$7,500	\$0.17
221A-1	418 W. Fourth Ave.	7000	Driveway Drain	\$3,500	\$0.50
217-1	313 Second Ave.	175	Downspout (plugged)	\$25	\$0.14
216-2	471 Second Ave.	175	Downspout (plugged)	\$25	\$0.14
216-1	101 Fifth St.	350	Downspout	\$75	\$0.23
215-4	617 Riverside Dr.	250	Downspout (plugged)	\$25	\$0.11
215-3	609 Second Ave.	350	Downspouts(plugged)	\$100	\$0.29
215-2	605 Riverside Dr.	400	Downspouts	\$300	\$0.77
213-1	625 Second Ave.	800	Downspouts	\$450	\$0.57
211-4	304 Second Ave.	175	Downspout (plugged)	\$25	\$0.14

TABLE 3

**CHESAPEAKE SSES
INFLOW/INFILTRATION SOURCES**

	LOCATION	EST. I/I (gpd)	PROBLEM	ESTIMATED COST	\$/gpd
211-1	310 Third St.	2625	Downspouts	\$300	\$0.11
211-1	306 Second Ave.	60	Downspout (plugged)	\$25	\$0.43
210-1	312 Second Ave.	700	Downspouts(plugged)	\$100	\$0.14
209-4	516 Second Ave.	175	Downspout (plugged)	\$25	\$0.14
209-3	520 Second Ave.	700	Downspouts(plugged)	\$100	\$0.14
209-2	416 Second Ave.	175	Downspout (plugged)	\$25	\$0.14
200A-4	408 First St.	980	Downspouts	\$100	\$0.31
200A-3	402 1/2 First St.	175	Downspouts(plugged)	\$100	\$0.57
TOTAL		116550		\$20,345	

COSTS BETWEEN \$1 AND \$10 PER GALLON I/I REMOVED

	LOCATION	EST. I/I (gpd)	PROBLEM	ESTIMATED COST	\$/gpd
9-3	833 Brown Street	35	Open Cleanout	\$35	\$1.00
9-2	829 Brown Street	25	Hole in Yard	\$75	\$3.00
68-1	IDS GA Building	25	Old Downspout	\$25	\$1.01
65-2	River Drive	310	Hole in Yard	\$2,500	\$8.06
65-1	River Dr. & Half St.	375	Hole in Yard	\$3,000	\$8.00
61-1	Harbor Dr., Rt. J, Box 184	1550	Hole in Yard	\$2,500	\$1.61
6-1	827 Brown Street	10	Hole in Yard	\$50	\$1.67
4	396 Highland Ave.	310	Yard Drain	\$2,500	\$8.06
56-2	75 Highland Ave.	200	Driveway Drain	\$1,500	\$7.50
56-1	70 Highland Ave.	55	Old Downspout	\$60	\$1.09
49-1	272 River Drive	60	Old Downspout	\$60	\$1.00

	LOCATION	EST. I/I (gpd)	PROBLEM	ESTIMATED COST	\$/gpd
49-2	River Dr. & High Ave.	760	Hole in ditchline	\$3,000	\$3.95
49-1	312 River Drive	1050	Yard Drain	\$1,500	\$1.43
47-1	297 River Drive	10	Open Cleanout	\$35	\$3.50
32-2	35 Roslyn Drive	15	Hole in Yard	\$25	\$1.67
31-3	1126 St. Route 7	225	Downspouts	\$400	\$1.78
29-7	520 Martha Street	10	Hole in Yard	\$50	\$5.00
29-5	Buckeye Printing	580	Foundation Drain	\$1,200	\$2.07
29-4	254 Powhatten Ave.	25	Hole in Yard	\$25	\$1.00
26-6	Powhatten Ave.-2nd house west of Martha Street	25	Hole in Yard	\$35	\$1.40
26-4	424 Powhatten Ave.	310	Leaky Lateral	\$2,500	\$8.06
13-1	850 St. Rt. 7	25	Hole in Yard	\$175	\$7.00
228-2	Bet. 320 & 322 Symmes Ck.	10	Cleanout	\$35	\$3.50
227-1	Bet. 318 & 320 Symmes Creek Rd.	10	Open Cleanout	\$35	\$3.50
223-2	Big Branch Rd.	30	Stone Wall (Bottom)	\$200	\$6.67
222-4	417 4th Ave. Corner House	20	Clean Out	\$35	\$1.75
222-1	Funeral Home Parking Lot	220	Catch Basin Cover	\$1,000	\$4.55
209-5	418 Second Ave.	150	Hole in Ground	\$1,200	\$8.00
209-1	416 Second Ave.	50	Old Downspout	\$60	\$1.20
206-1	623 Third Ave.	15	Open Clean Out	\$35	\$2.33
200A-6	405 First St.	200	Downspouts	\$300	\$1.50
200A-2	S. of 405 First St.	155	Break in Line (?)	\$1,500	\$9.68
TOTAL		6855		\$25,600	

**TAB1
(Contim)**

**CHESAPEAKE SSES
INFLOW/INFILTRATION SOURCES**

LOCATION	EST. I/I (gpd)	PROBLEM	ESTIMATED COST	\$/gpd
COST BETWEEN \$10 AND \$100 PER GPD I/I REMOVED				
20-5	1082 Rosslyn Street	15	Hole in Yard	\$1,250 \$83.33
20-4	Rosslyn Street, 2nd house after Variety Store	85	Leaky Lateral	\$2,500 \$29.41
	Rosslyn St.; next to last house west side	30	Hole in Yard	\$1,500 \$50.00
17-2	Btw. Rosslyn Dr. & Rosslyn St.	190	Hole in Yard	\$2,500 \$13.16
14-3	818 3rd Avenue	15	Hole in Yard	\$150 \$10.00
14-1	816 3rd Avenue	35	Hole in Yard	\$1,200 \$34.29
61-2	High Ave., Rt. 3, Box 178	5	Hole in Yard	\$60 \$10.91
56-3	Highland Ave.; next to last house	25	Foundation Drain	\$1,200 \$48.00
51-7	256 High Ave.	30	Foundation Drain	\$1,200 \$40.00
51-4	260 High Ave.	15	Foundation Drain	\$1,200 \$77.58
51-2	250 High Ave.	15	Foundation Drain	\$1,200 \$80.00
5-1	16 Willowood	5	Open Cleanout	\$35 \$75.46
12-6	Rosslyn Dr. & Alley	70	Foundation Drain	\$1,200 \$60.00
12-1	Rosslyn Dr. & Alley	90	Water Meter	\$2,500 \$27.78
	429 Powhatan Ave.	35	Foundation Drain	\$1,200 \$34.29
29-2	990 St. Rt. 7	120	Foundation Drain	\$1,200 \$10.00
29-1	992 St. Rt. 7	25	Yard Drain	\$800 \$32.00
26-7	Powhatan Ave-2nd house west of Hartha St.	55	Hole in Yard	\$2,500 \$45.46
26-2	424 Powhatan Ave.	5	Hole in Yard	\$50 \$10.00
26-1	445 Powhatan Ave.	235	Hole in Yard	\$2,500 \$10.64

LOCATION	EST. I/I (gpd)	PROBLEM	ESTIMATED COST	\$/gpd
232C-3	Behind Movie Mania	45	Hole In Ground	\$2,500 \$57.72
231-1	Aband. Lot E. of 103 Third Ave.	40	Broken Lateral	\$2,500 \$64.65
228-4	314 Symmes Creek (E. of 4th Ave.)	200	Cracked Lateral	\$2,000 \$10.34
228-3	Symmes Creek E. of 4th Ave.	225	Unknown Source	\$3,000 \$14.55
228-1	403 Symmes Creek Rd.	110	Busted Lateral	\$2,500 \$22.73
223-1	400R 3rd Ave.	30	Drain	\$1,500 \$54.55
222-3	Funeral Home Parking Lot	35	Grate	\$2,000 \$64.65
216-3	417 Riverside Dr.	45	Broken Lateral	\$2,500 \$55.10
211-5	214 Second Ave.	55	Lateral (Tie In ?)	\$2,000 \$36.94
210-3	310 Second Ave.	35	Hole In Ground	\$2,500 \$80.81
210-2	312 Second Ave.	45	Hole In Ground	\$2,500 \$55.95
207-2	606 Second Ave.	65	Broken Lateral	\$2,500 \$40.41
205A-1	716 Riverside Dr.	50	Leaky Lateral	\$2,500 \$53.87
200A-5	In front of Pemberton Ave.	50	Hole In Ground	\$750 \$15.59
200A-1	Corn. Int St. & Pemberton	75	Around Foundation	\$1,500 \$20.78
TOTAL			2230	\$58,695

PRIVATE OWNED

**TABLE 3
(Continued)**