

99350F15

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

STATE OF OHIO, *ex rel.*,  
BETTY D. MONTGOMERY  
ATTORNEY GENERAL OF OHIO,

Plaintiff,

v.

CITY OF COLUMBUS,

Defendant.

Case No. 02 WH-05-5768

Judge CRAWFORD

TERMINATION NO. 18  
BY [Signature]

CLERK OF COURTS

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CLERK OF COURTS

CONSENT ORDER

The Plaintiff, State of Ohio, by its Attorney General (hereinafter "Plaintiff" or "State of Ohio") and Defendant, City of Columbus (hereinafter "Defendant" or "Columbus"), hereby consent to the entry of this Consent Order in order to resolve the allegations in this matter and pursuant to Chapter 6111 of the Ohio Revised Code.

NOW THEREFORE, without trial or admission of any issue of law or of fact, and upon the consent of the parties hereto, it is hereby ORDERED, ADJUDGED and DECREED as follows:

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I. JURISDICTION AND VENUE

1. The Court has jurisdiction over the Parties and the subject matter of this case pursuant to R.C. Chapter 6111. The complaint states a claim upon which relief can be granted against the Defendant and venue is proper in this Court.

II. PARTIES

2. The provisions of this Consent Order shall apply and be binding upon the Plaintiff and Defendant. Defendant's agents, officers, employees, assigns, successors in interest and any person acting in concert or privity with any of them. Columbus shall provide a copy of this

[Handwritten signature]

Consent Order to each general contractor and consultant it employs to perform the work itemized herein. Columbus shall require each general contractor to provide a copy of this Consent Order to each of its subcontractors for such work.

### III. SATISFACTION OF LAWSUIT AND RESERVATION OF RIGHTS

3. Plaintiff alleges that Defendant has operated its wastewater treatment plants (hereinafter "WWTPs") and sewer system in such a manner as to result in violations of the requirements of the National Pollution Discharge Elimination System (hereinafter "NPDES") Permits issued to it by the Director of Ohio EPA and in violation of the water pollution laws of the State of Ohio. The State's allegations include but are not limited to allegations that Columbus has had unpermitted discharges from its collection system and its WWTPs. Columbus denies the allegations of the complaint. Compliance with the terms of this Consent Order shall constitute full satisfaction of any civil liability by Defendant for all claims of violations alleged in the complaint, as well as the claims for injunctive relief and civil penalties in the complaint.

4. Nothing in this Consent Order shall be construed so as to limit the authority of the State of Ohio to seek relief against other appropriate persons for claims or conditions alleged in the complaint. Nothing in this Consent Order shall be construed so as to limit the authority of the State of Ohio to seek relief against Columbus or other appropriate persons for claims or conditions not alleged in the complaint, including violations which occur after the filing of the complaint, nor shall anything in this Consent Order limit the right of Columbus to any defenses it may have for such claims. Similarly, nothing in this Consent Order shall be construed so as to limit the authority of the State of Ohio to undertake any action against any person, including Columbus, to eliminate or mitigate conditions, which may present a threat to the public health, welfare or the environment.

#### IV. DEFINITIONS

##### 5. Definitions

- (a) "Columbus sewer system" refers to all parts of the collection system the City owns or over which it has operational control.
- (b) "Maintenance contract areas" are areas outside the corporate limits of the City of Columbus where Columbus is contractually bound to provide the maintenance on the sewers, as well as accept the sanitary flow. The City's maintenance areas includes all areas encompassed by the "Agreement Between the City of Columbus, Ohio and the Board of County Commissioners of Franklin County Ohio" (November 19, 1980) and the "Modification of the Sewerage Service Agreement between the City of Columbus and the Village of Valleyview" (October 2001), and any renewals or modifications thereof.
- (c) "Satellite collection systems" are areas in which the City of Columbus is contractually bound to accept another community's sanitary flow but the City of Columbus does not provide maintenance to the community's collection system. These systems are listed in Exhibit 1.
- (d) "Sanitary Sewer Overflow" or "SSO" refers to an overflow, spill, or release of wastewater from a sanitary sewer system, including interceptor sewers. SSO(s) do not include combined sewer overflows or other discharges from the combined portions of a combined sewer system. An SSO that occurs on a city street has the potential to reach waters of the state without treatment, and therefore meets the definition of an SSO. SSO(s) do not include WIB(s) unless the wastewater is discharged or otherwise released to the street.

(e) "Water in Basement" or "WIB" refers to wastewater backups into buildings that are caused by blockages or flow conditions in a sanitary sewer other than a building lateral. WIB(s) do not include the backup of sewage caused by a blockage or other malfunction in the building's lateral sewer.

#### V. SPECIFIC INJUNCTIVE RELIEF

6. Columbus is hereby permanently enjoined and immediately ordered to comply with the requirements of R.C. Chapter 6111 and the rules adopted there under, and the terms and conditions of its currently effective NPDES Permit No. 4PF00000\*JD and 4PF00001\*KD, and any renewals or modifications thereof. Columbus shall properly operate and maintain its WWTP, sewer system and any associated equipment and structures.

7. Columbus shall properly manage, operate and maintain, at all times, all parts of Columbus' sewer system. This will include but not be limited to:

- a. providing adequate capacity to convey base flows and peak flows for all parts of the sewer system;
- b. taking all feasible steps to stop, and mitigate the impact of SSO(s) and WIB(s) from Columbus' sewer system; and
- c. providing notification to parties with a reasonable potential for exposure to pollutants associated with the overflow event.

8. By January 1, 2004, Columbus shall develop and implement a program to address the capacity, management, and operation and maintenance of its sewer system. This program will include but not be limited to:

- a. establishing goals to achieve the elements set forth in paragraph 7 (a-c) above;

- b. identifying all administrative and maintenance positions responsible for implementing measures to achieve the goals established in paragraph 8 (a);
- c. identifying the chain of communication for reporting SSO(s) and WIB(s) as defined in paragraph 5(d) and (e) from receipt of a complaint or other information to the person responsible for reporting to Ohio EPA or where necessary to the public;
- d. establishing the legal authority through sewer use ordinances, service agreements or other legally binding documents, to:
  - i. control infiltration and connections from inflow sources;
  - ii. require that sewers and connections be properly designed and constructed;
  - iii. ensure proper installation, testing and inspection of new and rehabilitated sewers (such as new or rehabilitated collector sewers and new or rehabilitated service laterals);
  - iv. addresses flows from satellite collection systems and maintenance contract areas;
  - v. implementing the general and specific prohibitions of Columbus' pretreatment program;
- e. providing adequate maintenance facilities and equipment for its sewers and its maintenance contract areas;
- f. maintaining a map of the Columbus sewer system;
- g. establishing the proper management of information and the use of timely, relevant information to establish and prioritize appropriate capacity, management, operation and maintenance activities (such as the immediate elimination of dry weather overflows or overflows

into sensitive waters such as public drinking water supplies and their source waters, waters where swimming or public contact occurs, waters within State, or local parks as well as water containing threatened or endangered species or their habitat), and identify and illustrate trends in overflows, such as frequency and volume;

- h. conducting routine preventive operation and maintenance activities for its sewers and its maintenance contract areas;
- i. developing and utilizing a program to assess the current capacity of the Columbus sewer system, and treatment facilities;
- j. identifying and prioritizing structural deficiencies and identifying and implementing short-term and long term rehabilitation actions to address each deficiency;
- k. providing all appropriate and necessary training to staff, including staff responsible for the maintenance contract areas, on a regular basis;
- l. establishing inventories for all equipment and replacement parts including but not limited to identification of critical replacement parts;
- m. establishing and implementing requirements and standards for the installation of new sewers, pumps and other appurtenances, and rehabilitation and repair projects;
- n. establishing and implementing procedures and specifications for inspecting and testing the installation of new sewers, pumps, and other appurtenances for rehabilitation and repair projects;
- o. monitoring the implementation and, where appropriate, measuring the effectiveness of each element of the program;
- p. establishing and implementing a system for updating the program elements as appropriate based on monitoring or performance evaluations;

q. establishing communication on a regular basis with interested parties on the implementation and performance of this program. The communication system should allow interested parties to provide input to Columbus as this program is developed and implemented; and

r. utilizing the City's existing numeric identification system for all the City's SSOs. The City will provide periodic updates of the numeric identification system as necessary.

9. By January 1, 2004, Columbus shall submit to Ohio EPA for approval a written summary of the program it has developed in accordance with paragraph 8 (a-r) above. The summary shall address all of the elements set for in paragraph 8 (a-r) above. Columbus shall modify the summary as appropriate to keep it updated and accurate.

10. By July 1, 2004, Columbus shall submit to the Ohio EPA a complete audit of the program as set forth in paragraphs 8 (a-r). This report will include but not be limited to evaluating Columbus' compliance with the elements as set forth in paragraphs 8(a-r). Columbus will identify any deficiencies and all steps that have been taken or will be taken to correct the deficiencies. The audit will include an implementation schedule to correct the deficiencies. Columbus shall correct the deficiencies in accordance with the implementation schedule.

11. By July 1, 2003, Columbus shall submit to Ohio EPA for approval an Overflow Emergency Response Plan that identifies measures to protect public health and the environment. This plan shall include but not be limited to:

a. a mechanism to ensure that Columbus is made aware of all SSO(s) and WIB(s) from Columbus' sewer system and maintenance contract areas (to the greatest extent possible);

- b. establishing and implementing procedures to ensure that SSO(s) are appropriately responded to, including ensuring that reports of overflows are immediately dispatched to appropriate personnel for investigation and appropriate response;
- c. establishing and implementing procedures to ensure that appropriate personnel are aware of and follow the Overflow Emergency Response Plan and are appropriately trained;
- d. establishing and implementing emergency operations; and
- e. establishing and implementing procedures to ensure immediate appropriate notification to the public, the appropriate board of health, and the Ohio EPA as required by paragraph 23. These procedures should be developed in consultation with potentially affected entities.

12. By December 1, 2003, Columbus shall have implemented the Overflow Emergency Response Plan.

13. By July 1, 2005, Columbus shall submit to Ohio EPA for approval a System Evaluation and Capacity Assurance Plan ("SECAP") including an implementation schedule. The goal of the SECAP and the SECAP implementation schedule is to provide adequate capacity to convey and treat base flows and peak flows for all parts of the Columbus sewer system, the satellite collection systems, and the maintenance contract areas. An additional goal is to take all feasible steps to stop, and to mitigate the impact of SSO(s) and WIB(s). This plan must include but not be limited to:

- a. an evaluation of the portions of Columbus sewer system and or treatment plants, that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency or to noncompliance at a treatment plant. The evaluation must provide estimates of peak flows (including flows from SSO(s) that escape from the system) associated with



conditions similar to those causing overflow events, provide estimates of the capacity of key system components, identify hydraulic deficiencies (including components of the system with limiting capacity) and identify the major sources that contributes to the peak flows associated with overflow events. The hydraulic evaluation shall include, but not be limited to, an evaluation of the following interceptors: Big Run, Alum Creek and the Olentangy-Scioto Interceptor Sewer (OSIS) ; outfall 002 at the Southerly wastewater treatment plant; and capacity at both plants.

b. establishing short- and long- term actions to address each hydraulic deficiency including prioritization, alternatives analysis (including costs), and a schedule for implementation of all recommended projects described in the SECAP. If a project is not recommended, or if an implementation schedule is impacted due solely to the affordability of the project, the City shall provide an affordability analysis including impacts on user rates. \*

c. the plan shall be updated to describe any significant change in proposed actions and/or implementation schedule. The plan shall be updated to reflect current information on the performance measures that have been implemented.

14. The SECAP implementation schedule shall be submitted to Ohio EPA for approval. The implementation schedule shall include an end date by which the City will have achieved the goals set forth in paragraph 13. If Ohio EPA determines that the proposed schedule is unacceptable, Ohio EPA shall so notify Columbus. If such notice occurs, the parties agree to use good faith efforts to resolve their differences. If the parties are unable to resolve their differences, then either party may petition this Court for additional relief with regard to the implementation schedule, and both parties agree that this Court has jurisdiction to resolve this issue. The implementation schedule, as approved by Ohio EPA and/or this Court, shall be incorporated into this consent decree and become an enforceable part of the decree. Columbus

shall comply with the schedule and perform all of the projects identified in the schedule. The City shall provide Ohio EPA with annual reports on the progress of the projects set forth in the implementation schedule. The reports shall be due on February 15 of the following year.

15. Columbus agrees that it shall not accept the construction inspection deposit fee required by Columbus City Code 1141.09 for any sanitary sewer extensions within its corporate limits until the person and/ or entity proposing to build the sewer has provided to Columbus evidence that it has applied to Ohio EPA for a permit to install the sewer.

16. The City of Columbus has identified ten priority SSO(s) study areas. The City has completed the preliminary engineering studies on five of these areas. The City has identified the capital improvement projects listed in exhibit 2 as a result of these preliminary engineering studies. The City agrees to complete construction of the projects listed in exhibit 2 in the time frames listed on exhibit 2. Exhibit 2 is incorporated into this decree and becomes an enforceable part of this decree. The City agrees to continue to study the ten priority SSO(s) study areas as appropriate pursuant to the SECAP which is part of this order.

17. The City of Columbus has identified the Big Walnut Augmentation-Rickenbacher Interceptor and the raw sewage pump building and screen and grit facilities improvements at the Southerly WWTP as capital improvement projects that will increase the capacity of Columbus' wastewater collection and treatment system and decrease the number of overflows. Exhibit 3 is the schedule for completion of the construction of the Big Walnut Augmentation-Rickenbacher Interceptor and the Southerly WWTP improvements. Exhibit 3 is incorporated into this decree as if fully reinstated herein and becomes an enforceable part of this decree. Columbus is ordered and enjoined to comply with the schedule set forth in exhibit 3.

18. Columbus shall fully respond to any comments received from Ohio EPA on the documents submitted pursuant to this section within 60 days of receiving the comments (or such longer period as agreed upon by the parties), including modification of the plans as necessary.

#### VI. REPORTING, RECORD KEEPING, AND PUBLIC NOTIFICATION

19. Columbus must report SSO(s) from its sewers or from its maintenance contract areas that may imminently and substantially endanger human health pursuant to the terms of this paragraph. A SSO that may imminently and substantially endanger human health includes dry weather overflows, major line breaks, overflow events that result in fish kills or other significant harm, and overflow events that occur in sensitive waters and high exposure areas such as protection areas for public drinking water intakes and waters where primary contact recreation occurs. These reports shall include:

a. notification to the Ohio EPA (1-800-282-9378) and the appropriate Board of Health (i.e., city or county) within one hour of learning of the SSO. The report shall be in accordance with the procedures set forth in the Overflow Emergency Response Plan.

b. a written report to Ohio EPA within five days of the time it became aware of the overflow. The written report shall contain:

- i. the location of the SSO including reference to the existing Columbus numeric identification system;
- ii. the receiving water, if any;
- iii. an estimate of the volume of the SSO (if known);
- iv. a description of the sewer component from which the release occurred;

- v. the estimated date and time when the overflow began and stopped or will be stopped (if known);
- vi. the cause or suspected cause of the overflow;
- vii. steps taken or planned to reduce, eliminate, and prevent reoccurrence of the overflow and a schedule of major milestones for those steps; and
- viii. steps taken or planned to mitigate the impact(s) of the overflow and a schedule of milestones for those steps.

20. Columbus shall report all SSO(s) from its sewers and from its maintenance contract areas monthly, by submitting a report on the 15<sup>th</sup> day of the next month. Columbus shall submit its first report on the 15<sup>th</sup> day after the first full month after this order is entered. The report shall include all the items set forth in paragraphs 19(b) (i) –(viii) of this Consent Order.

21. The City shall prepare an annual report of all SSO(s) and WIB(s) from its sewers and from its maintenance contract areas. For SSO(s) the report shall include the date, the location, any receiving water, and the estimated volume of the flow. The annual report may summarize overflows of less than approximately 1,000 gallons. The annual report should additionally include a summary section describing overflow events by severity, frequency, and sewer subbasins. The annual report shall summarize the WIB(s) by setting forth the total number of WIB(s) and by listing the number of WIB(s) in each sewer subbasin. The report shall also include a narrative analysis of patterns of the WIB(s) by location, frequency and cause, as well any resultant changes in operations and maintenance procedures. The annual report shall be submitted to Ohio EPA by February 15 of the following year. The City shall make the public

aware of the annual report by issuing a press release on its availability, and by making it available on the City's web page.

22. The City shall maintain the following records for at least three years:

- a. For each SSO and WIB:
  - i. the location of the SSO (including reference to the existing Columbus numeric identification system) or WIB and the receiving water, if any;
  - ii. the estimated volume of the SSO (if known);
  - iii. a description of the sewer component from which the release occurred;
  - iv. the estimated date and time the SSO or WIB began and ended (if known);
  - v. the cause or suspected cause of the SSO or WIB;
  - vi. steps taken or planned to reduce, eliminate, and prevent reoccurrence of the overflow and a schedule of milestones for those steps.
  - vii. work orders which are associated with the investigation of system problems related to SSO(s) or WIB(s);
  - viii. a list and description of complaints from customers or others;
  - ix. documentation of performance and implementation measures.

23. The City shall notify the public of SSO(s) from its sewers and from its maintenance contract areas in areas where an overflow has a potential to affect human health. The notification should be in accordance with the Overflow Emergency Response Plan of this Consent Order.

#### VII. SUBMITTAL OF DOCUMENTS

24. All documents required to be submitted to Ohio EPA pursuant to the Consent Order shall be submitted to the following address, or to such addresses as Ohio EPA hereafter may designate in writing:

Ohio EPA  
Central District Office  
Division of Surface Water  
3232 Alum Creek Drive  
Columbus, Ohio 43207

Attn: Enforcement Coordinator

#### VIII. DUTY TO COMPLY AND COMPLIANCE NOT DEPENDENT ON GRANTS OR LOANS

25. Nothing in this Consent Order shall affect Columbus' obligation to comply with all applicable federal, state or local law, regulations, rule or ordinance. Columbus shall obtain any and all federal, state or local permits necessary to comply with this Consent Order. Performance with the terms of this Consent Decree by Defendant is not conditioned on the receipt of any federal or state grant, loan or funds. In addition, Defendant's performance is not excused by the failure to obtain any federal or State grant or loan funds, or by the processing of any application for the same.

#### IX. CIVIL PENALTY & SUPPLEMENTAL ENVIRONMENTAL PROJECTS

26. Within thirty (30) days of the effective date of this Consent Order, it is hereby ordered that Defendant shall pay to the State of Ohio a civil penalty of Two Hundred and Fifty

Thousand Dollars (\$250,000.00). The penalty shall be paid by delivering a certified check for the appropriate amount, payable to the "Treasurer, State of Ohio," to Jena Suhadolnik, or her successor, at the Ohio Attorney General's Office, Environmental Enforcement Section, 30 East Broad Street, 25<sup>th</sup> Floor, Columbus, Ohio, 43215.

27. In addition to the civil penalty set forth above and in furtherance of the mutual objectives of the State of Ohio and the City of Columbus in improving the environmental and water quality in Central Ohio, the City of Columbus agrees to and is hereby ordered to expend funds in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000) on a Supplemental Environmental Project ("SEP") which is acceptable to both the City of Columbus and Ohio EPA. The SEP offered by the City of Columbus is the Fifth Avenue Dam Project. The purpose of the Fifth Avenue Dam Project is to provide funding for the study, modification and/or removal of the dam, and stream restoration in the area of the Fifth Avenue Dam in order to improve and enhance water quality and stream habitat in this area of the Olentangy River. Columbus shall solicit input from the community and stakeholders as part of its evaluation of this project. In the event that the Fifth Avenue Dam Project is not viable for any reason, the City of Columbus shall submit an alternate Supplemental Environmental Project proposal to the Ohio EPA for its review and approval. This SEP, or any Ohio EPA approved alternative, shall be completed within four (4) years of the entry of this Consent Order; unless an alternate schedule is approved, in writing, by the Director. Any monies not disbursed for the SEP, or any Ohio EPA approved alternative, shall be paid to the State by delivering to the Attorney Generals Office, Environmental Enforcement Section, 30 East Broad Street, 25<sup>th</sup> Floor, Columbus, Ohio 43215-3428, a certified or cashier's check payable to the order of the "Treasurer State of Ohio", in the amount of the

unused money, within thirty (30) days of the expiration date and shall be deposited pursuant to R.C. 6111.09.

28. The City of Columbus proposes that it will request the United States Army Corps of Engineers ("Corps") to administer the Fifth Avenue Dam Project. The City will sign a letter of intent making such request within 90 days after the entry of this order. If the Corps agrees to perform this project, the City agrees that it will act as the local partner for the project, and will provide up to \$250,000 in payments to the Corps as the local matching share. The City of Columbus shall submit to Ohio EPA for review and approval a detailed project description and plans for the Fifth Avenue Dam Project, or Ohio EPA approved alternative Supplemental Environmental Project.

29. Until the City of Columbus has fully complied with the requirements of this section, the City of Columbus shall report its progress on a quarterly basis, in writing, to the Ohio EPA, commencing on the third quarter of 2002. Each quarterly report shall include an itemized summary of the money expended in the quarter to accomplish any portion of the Fifth Avenue Dam Project or Ohio EPA approved alternative Supplemental Environmental Project. When the City of Columbus completes this project, it shall notify Ohio EPA and provide a final itemized summary of the money expended. All reports required to be submitted to the Ohio EPA pursuant to this paragraph shall be sent to the address set for in paragraph 24.

#### X. STIPULATED PENALTIES

30. Unless the deadlines listed in paragraph (a) are extended in writing by mutual agreement of the parties, the Defendant shall be immediately and automatically liable for and pay a stipulated penalty according to the schedule in paragraph (b):



(a) Applicable Deadlines: Submission of written summary of program (paragraph 9); Submission of Audit (paragraph 10); Submission of Overflow Emergency Response Plan (paragraph 11); Submission of SECAP and Implementation Schedule (paragraph 13); Deadlines established in the approved SECAP implementation schedule (paragraph 14); Submission of annual SECAP progress reports (paragraph 14); Deadlines established in exhibit 2 (paragraph 16); Deadlines established in exhibit 3(paragraph 17).

(b) Stipulated penalties: For each day of failure to meet a specified deadline up to thirty (30) days - Five Hundred Dollars (\$500.00) per day for each requirement not met. For each day of failure to meet a specified deadline, from thirty-one (31) to sixty days (60) - Seven Hundred Fifty Dollars (\$750.00) per day for each requirement not met. For each day of failure to meet a specified deadline, from sixty-one (61) and over - One Thousand Dollars (\$1,000.00) per day for each requirement not met.

31. During the term of this Consent Order, Defendant shall pay a stipulated penalty on an annual basis for each SSO event that occurred in the prior year. For purposes of this paragraph an "event" means each day (up to 24 hours) for each location that an overflow occurred. The City shall pay for each event according to the following schedule:

- (a) For each dry weather SSO, Defendant shall pay fifteen hundred dollars (\$1,500.00) per event;
- (b) Prior to completion of all construction and other projects identified in the SECAP implementation schedule, the City shall pay the following stipulated penalties for wet weather SSOs:
  - i. When between one (1) and two hundred fifty (250) wet weather SSOs events occur per calendar year- two thousand five hundred dollars (\$2,500.00) for all wet weather SSOs;
  - ii. When between two hundred fifty-one (251) and five hundred (500) wet weather SSOs events occur per calendar year - twelve thousand five hundred dollars (\$12,500.00) for all wet weather SSOs;
  - iii. When greater than five hundred (500) wet weather SSOs events occur per calendar year - twenty thousand dollars (\$20,000.00) for all wet weather SSOs.

- (c) After completion of all construction and other projects identified in the SECAP implementation schedule, Columbus shall pay one thousand five hundred dollars (\$1,500.00) per event for wet weather SSO(s).
- (d) After Columbus has completed all of the construction on the Big Walnut Augmentation-Rickenbacker Relief Sewer and the portions of the Southerly headworks identified in Exhibit 3, the City shall pay a stipulated penalty of \$2,000 for each bypass from outfall 002 at Southerly WWTP.

32. Payments due under paragraph 30 shall be made within forty-five (45) days from the date of the failure to meet the applicable deadline, and shall be accompanied by a written explanation of the deadline missed. Payments due under paragraph 31 shall be made by March 1 of each year for the preceding year's SSO(s). Any payment required to be made under this paragraph shall be made by delivering to Jena Suhadolnik, or her successor, at the address set forth in Section IX, paragraph 26, a certified check or checks for the appropriate amounts, made payable to "Treasurer, State of Ohio". The payment of stipulated penalties by Defendant and the acceptance of such stipulated penalties by Plaintiff for specific violations pursuant to Section X shall not be construed to limit Plaintiff's authority to seek additional relief or to otherwise seek judicial enforcement of this Consent Order. Further, payment by Defendant shall not be considered an admission of liability on the part of Defendant.

#### **XI. RETENTION OF JURISDICTION**

33. The Court will retain jurisdiction of this action for the purpose of administering or enforcing Columbus' compliance with this Consent Order.

#### **XII. COSTS**

34. Defendant is hereby immediately ordered to pay the court costs of this action.

#### **XIII. ENTRY OF CONSENT ORDER AND FINAL JUDGMENT BY CLERK**

35. The parties agree and acknowledge that final approval by the Plaintiff and Defendant, and entry of this Consent Order is subject to the requirement of 40 C.F.R. §123.27

(d)(1)(iii), which provides for notice of the lodging of this Consent Order, opportunity for public comment, and the consideration of any public comment. The Plaintiff and Defendant reserve the right to withdraw consent to this Consent Order based on comments received during the public comment period. Defendant shall pay the cost of publishing the public notice within thirty (30) days of receipt of a bill or notice from the Ohio EPA

36. Upon the signing of this Consent Order by the Court, the clerk is hereby directed to enter it upon the journal. Within three (3) days of entering the judgment upon the journal, the clerk is hereby directed to serve upon all parties notices of the judgment and its date of entry upon the journal in the manner prescribed by Rule 5(B) of the Ohio Rules of Civil Procedure and note the service in the appearance docket.

IT IS SO ORDERED:

*[Handwritten Signature]*

Judge  
Franklin County Court of Common Pleas

7/31/02

Date

APPROVED:

BETTY D. MONTGOMERY  
ATTORNEY GENERAL OF OHIO

By: *[Handwritten Signature]*


Teri Jo Finfrock  
Assistant Attorney General  
Environmental Enforcement Section  
30 East Broad Street, 25<sup>th</sup> Floor  
Columbus, Ohio 43215-3428  
Tele: (614) 466-7417  
Fax: (614)

Attorney for State of Ohio

By: *[Handwritten Signature]*

John R. Douth, P.E.  
Director  
Department of Public Utilities  
910 Dublin Road  
Columbus, Ohio 43215

*[Handwritten Signature]*  
Janet E. Jackson  
City Attorney

THE STATE OF OHIO Franklin County, ss	 I, JOHN O'GRADY, Clerk OF THE COURT OF COMMON PLEAS, WITHIN AND FOR SAID COUNTY.
HEREBY CERTIFY THAT THE ABOVE AND FORE- GOING IS TRULY TAKEN AND COPIED FROM THE ORIGINAL <u>Consent Order</u>	
NOW ON FILE IN MY OFFICE.	
WITNESS MY HAND AND SEAL OF SAID COUNTY	
THIS <u>05</u> DAY OF <u>Aug.</u> A.D. 20 <u>02</u>	
JOHN O'GRADY, Clerk	
By <u>[Signature]</u>	Deputy

## EXHIBIT 1

### SATELLITE COLLECTION SYSTEMS

1. Bexley
2. Brice
3. Dublin
4. Gahanna
5. Grandview
6. Grove City
7. Groveport
8. Hilliard
9. Lockbourne
10. Marble Cliff
11. Minerva Park
12. New Albany
13. Obetz
14. Reynoldsburg
15. Riverlea
16. Shawnee Hills
17. Upper Arlington
18. Urbancrest
19. Westerville
20. Whitehall
21. Worthington
22. **Franklin County Areas:**
  1. Briarbank
  2. Briarwood Hills
  3. Forest Ridge
  4. Franklin County Landfill
  5. Franklin County Model Landfill
  6. Hamilton Meadows
  7. Lincoln Village/New Rome
  8. Ridgewood Estates
  9. Timberbrook
  10. Village Park
  11. Windsong
  12. Worthington Hills
  13. Young Estates

EXHIBIT 2

PROJECT NAME AND PROJECT CIP	DESIGN START	CONSTRUCTION START	CONSTRUCTION COMPLETED
CLINTONVILLE AND WALHALLA AREA			
Sewer System I/I-Clintonville & Walhalla 405.2/5			
Clintonville Manhole Rehab 660	Project is incorporated in other projects		
Clintonville Stormwater Disconnects 661	Project is incorporated in other projects		
Walhalla Area San. Imp. 662	Dec-00	Feb-03	Mar-04
Webster Park/Milton Area San Imp 663	Jan-03	Sep-06	Dec-07
Foster/Acton Area San. Improv. 664	Jan-03	Sep-06	Dec-07
Adena Brook Ravine San. Imp. 665	Dec-02	Dec-05	Dec-07
Sharon Heights Area San. Im. 666	Oct-03	Oct-07	Jan-09
Rustic Bridge Area San. Imp. 667	Nov-02	Oct-06	Jan-08
Torrence/Colerain Area San Imp 668	Jan-03	Nov-06	Feb-08
Leland/Milton Area San. Imp. 669	Nov-02	Oct-06	Oct-07
Beechwood/Foster Area San Imp 670	Dec-03	Dec-07	Dec-09
Crestview/Calumet Area San Imp 671	Jan-03	Dec-06	Mar-08
Bill Moose Run Area San Imp 672	Jul-04	Mar-08	Mar-09
Upper Adena Brook Area San Imp 673	Dec-03	Dec-07	Dec-09
Broad Meadows Area San Imp 674	Jul-04	Mar-08	Mar-09
Clinton Hgts/Coleran Area San Imp 675	Jan-03	Dec-06	Mar-08
Stanton Area San Imp 676	Oct-04	Oct-08	Oct-09
Royal Forest/Beechmont San Imp 677	Nov-03	Oct-07	Oct-08
Ardens/Foster Area San Imp 678	Jan-04	Sep-07	Dec-08
Morse/Elks Area San Imp 679	Dec-03	Dec-07	Dec-09
Piedmont/High Area San. Imp. 680	Jan-03	Nov-06	Feb-08
Beamuont/High Area San Imp 681	Dec-03	Dec-07	Dec-09
Chase/High Area San Imp 682	Oct-04	Oct-08	Oct-09
Orchard/Milton Area San Imp 683	Jan-04	Nov-07	Feb-09
Deland/Zeller Area San Imp 684	Dec-03	Dec-07	Dec-09
Como/Milton Area San Imp 685	Jan-04	Dec-07	Mar-09

PROJECT NAME AND PROJECT CIP	DESIGN START	CONSTRUCTION START	CONSTRUCTION COMPLETED
DRIVING PARK			
Sewer System I/I Remed.-Driving Park CIP405			
Rhoads Ave SS Replacement CIP 626	design done	Dec-02	Dec-04
Deshler Ave SS Replacement CIP 627		project is completed	
Driving Park Sewer Improvements CIP 628		project is completed	
Miller Ave SS Replacement CIP 629		project is completed	
Columbus/Kossuth SS Replacement 631	6/1/01	Dec-05	Dec-07
Bulen/Sycamore SS Replacement 632	6/1/01	Dec-03	Dec-05
Fairwood Ave. SS Replacement 633	6/1/01	Dec-03	Dec-05
Frebis/Ellsworth SS Replacement 634	6/1/03	Dec-06	Dec-08
Livingston Ave SS Improvements 635	6/1/03	Dec-06	Dec-08
Forest St. SS Replacement 636	6/1/03	Dec-06	Dec-08

PROJECT NAME AND PROJECT CIP	DESIGN START	CONSTRUCTION START	CONSTRUCTION COMPLETED
<b>MAIZE/MORSE AREA</b>			
<b>Sewer System I/I - Maize/Morse Area</b>			
850			
Hiawatha Pk/Atwood Ter 646	design done	Jan-02	Mar-05
Hiawatha Pk/Azelda Relief 647	design done	Jan-02	Mar-05
Atwood Terrace/Akola Relief 648	Dec-02	Jun-05	Jun-07
Atwood Terrace/Weber Relief 649	Dec-02	Jun-05	Jun-07
Atwood Terrace/Lenore San Relief 650	Dec-03	Sep-07	Sep-09
Atwood Terr/Northridge San Relief 651	Dec-03	Sep-07	Sep-09
Garden Rd Relief Sewer 652	Feb-01	May-03	May-04
Maynard Av San Sewer 653	design done	Jan-02	Mar-05
Loretta Ave. Relief 654	Dec-02	Jun-05	Jun-07
Genessee Ave. Relief 655	Dec-02	Jun-05	Jun-07
Weldon Ave San Relief 656	Dec-03	Sep-07	Sep-09
Lenor Ave/Huy Rd San Relief 657	Dec-03	Sep-07	Sep-09
Maize Morse San Sewer Rehab 658	Feb-01	Dec-03	Dec-04
Maize/Morse MHs rehab 659	Feb-01	Dec-03	Dec-04



**BIG WALNUT AUGMENTATION/RICKENBACKER  
INTERCEPTOR  
AND SOUTHERLY HEADWORKS SCHEDULE**

<b>SOUTHERLY HEADWORKS</b>	<b>Design Start</b>	<b>PTI Application</b>	<b>Start Construction</b>	<b>End Construction</b>
Raw Sewage Pump Bldg.	Underway	03/04	11/04	10/09
Screen & Grit Facilities	05/03	03/05	11/05	10/09

	<b>Design Start</b>	<b>PTI Application</b>	<b>Start Construction</b>	<b>End Construction</b>
BWARI	Underway	06/02	09/04	10/09