

effective. US EPA and OEPA will review compliance with the variance. The standards and reporting requirements set forth in this Section will be implemented in the variance.

2. US EPA and OEPA intend to consult with the City on any proposed treatment changes (as defined in the Glossary of Terms).
3. OEPA will review and approve water system plans for instituting treatment changes (as defined in the Glossary of Terms).
4. Upon approval of any treatment changes, OEPA will designate monitoring requirements (if any) in addition to those specified in Section IV.G of this Agreement.
5. OEPA will review, and if appropriate, approve of requests from the Columbus Water Division for a reduction in the frequency of monitoring for lead and other water quality parameters.

C. Project XLC Performance Targets

LSCP Targets:

1. Up to 20 grants will be issued for up to a total of \$100,000 each year for small lead abatement projects;
2. Number of children screened to be increased from 8000-10,000 to 12,000 per year;
3. All children under six identified with confirmed blood lead levels equal to or greater than 15 ug/dL will be eligible to receive medical management each year. Based on previous experience, the City estimates that 200 children per year will qualify for these services.
4. 95% of those receiving medical case management will have their blood lead levels reduced by at least 5 • g/dL;
5. Conduct at least ten (10) probe screens each year within target neighborhoods;

6. Provide the nursing staff, laboratory services and medical supplies during "Free Lead Screening Clinic" days on the second Thursday of each month;
7. Conduct professional outreach to at least 50 medical providers each year; and
8. Identify and contact local community groups and agencies which provide medical services in the target areas in order to recruit/require them to sponsor local probe screens, carry and distribute educational materials and provide blood screening services to their client bases. The LSCP will provide educational materials, instruction on venous draw techniques, and training in the causes and effects of childhood lead poisoning.
9. Track all children under six in Columbus who reside in homes where lead levels at the tap are greater than 15• g/L and provide them medical case management.

Water Division Targets:

The Water Division will work to maintain optimal corrosion control for lead and maintain minimal levels of lead in drinking water at consumer's taps.

D. Project Tracking, Reporting and Evaluations

Elements to be monitored/tracked and reported for the LSCP:

1. Number of grants issued per year for small lead-abatement projects;
2. Number of children screened;
3. Number of children with elevated blood lead levels;
4. Number of children per year receiving medical case management;
5. Number of lead hazard investigations conducted;

6. Number of lead hazard reductions completed;
7. Number of professional educational presentations to medical providers, nursing schools, etc.; and
8. Number of presentations to community groups and social service agencies.

This information shall be reported to US EPA and OEPA on an annual basis.

Elements to be monitored/tracked and reported by the Division of Water:

The Division of Water will monitor in accordance with Section IV.G of this Agreement and report the results to US EPA Region 5 and OEPA within 10 days following the end of each six month monitoring period, unless there is a lead AL exceedence or lead monitoring results at consumer's taps exceed 30 µg/L as a 90th percentile value, in which case the Division will notify OEPA and US EPA Region 5 within 10 days after learning of the exceedence.

G. Periodic Review by the Parties to the Agreement

The Parties will hold periodic performance review conferences to assess their progress in implementing this Project. Unless they agree otherwise, the date for these conferences will be concurrent with annual Stakeholder Meetings. No later than thirty (30) days following a periodic performance review conference, Columbus will provide a summary of the minutes of that conference to all Direct Stakeholders. Any additional comments of participating Stakeholders will be reported to OEPA, ODH and US EPA.

H. Duration of the Project

This Agreement will remain in effect for 15 years, unless the Project ends at an earlier date, as provided under Section IX (Amendments or Modifications), or Section XI (Withdrawal or Termination) of this Agreement. The variance would become and remain effective only if this

Agreement is in effect. The variance would also contain termination conditions and procedures. This Project will not extend past the agreed upon date, and Columbus will comply with all applicable requirements following this date, unless all Parties agree to an amendment to the Project term (as provided in Section IX).

VII. Legal Basis for Project

A. Authority to Enter Into an Agreement

By signing this Agreement, US EPA, OEPA, ODH, and the City of Columbus acknowledge and agree that they have the respective authorities, discretion, and resources to enter into this Agreement and to implement all applicable provisions of this Project, as described in this Agreement.

B. Legal Effect of the Agreement

This Agreement states the intentions of the Parties with respect to Columbus' XLC Project. The Parties have stated their intentions seriously and in good faith, and expect to carry out their stated intentions.

This Agreement in itself does not create or modify legal rights or obligations, is not a contract or a regulatory action, such as a permit or a rule, and is not legally binding or enforceable against any Party. Rather, it expresses the plans and intentions of the Parties without making those plans and intentions binding requirements. This applies to the provisions of this Agreement that concern procedural as well as substantive matters. Thus, for example, the Agreement establishes procedures that the Parties intend to follow with respect to dispute resolution and termination (see Sections X and XI). However, while the Parties fully intend to adhere to these procedures, they are not legally obligated to do so.

US EPA has tentatively decided that issuance of the variance needed to implement this project is appropriate, and has solicited public comment on the variance. The variance will be effective and enforceable as provided under applicable law.

This Agreement is not a "final agency action" by US EPA, because it

does not create or modify legal rights or obligations and is not legally enforceable. This Agreement itself is not subject to judicial review or enforcement. Nothing any Party does or does not do that deviates from a provision of this Agreement, or that is alleged to deviate from a provision of this Agreement, can serve as the sole basis for any claim for damages, compensation or other relief against any Party.

C. Other Laws or Regulations That May Apply

Except as provided in the legal implementing mechanisms for this Project, the Parties do not intend that this Final Project Agreement will modify any other existing or future laws or regulations.

D. Retention of Rights to Other Legal Remedies

Except as expressly provided in the variance described in Section V of this Agreement, nothing in this Agreement affects or limits Columbus', US EPA's, ODH's, or OEPA's, legal rights. These rights may include legal, equitable, civil, criminal or administrative claims or other relief regarding the enforcement of present or future applicable federal and state laws, rules, regulations or permits with respect to the facility.

Although Columbus does not intend to challenge Agency actions implementing the Project that are consistent with this Agreement, Columbus reserves any right it may have to appeal or otherwise challenge any US EPA, ODH, or OEPA action to implement the Project. With regard to the variance described in section V of this Agreement, nothing in this Agreement is intended to limit Columbus' right to administrative or judicial appeal or review of the variance, in accordance with the applicable procedures for such review.

VIII. Contingency for Unavoidable Delays (or Unforeseen Events)

"Unavoidable delay" (for purposes of this Agreement) means any event beyond the control of any Party that causes delays or prevents the implementation of the Project described in this Agreement, despite the Parties' best efforts to put their intentions into effect. An unavoidable delay can be caused by, for example, a fire or acts of war.

When any event occurs that may delay or prevent the implementation of this Project, whether or not it is avoidable, the Party to this Agreement who knows about it will immediately provide notice to the remaining Parties. Within ten (10) days after that initial notice, the Party should confirm the event in writing. The confirming notice should include:

1. The reason for the delay;
2. The anticipated duration;
3. All actions taken to prevent or minimize the delay; and
4. Why the delay was considered unavoidable, accompanied by appropriate documentation.

If the Parties agree that the delay is unavoidable, relevant parts of the Project schedule (see Section VI of this Agreement) will be extended to cover the time period lost due to the delay. If they agree, they will also document their agreement in a written amendment to this Agreement. If the Parties don't agree, then they will follow the provisions for Dispute Resolution outlined below.

This section applies only to provisions of this Agreement that are not implemented by legal implementing mechanisms. Legal mechanisms, such as permit provisions or rules, will be subject to modification or enforcement as provided under applicable law.

IX. Amendments or Modifications to Agreement

This Project is an experiment designed to test new approaches to environmental protection and there is a degree of uncertainty regarding the environmental benefits and costs associated with activities to be undertaken in this Project. Therefore, it may be appropriate to amend this Agreement at some point during its duration.

This Final Project Agreement may be amended by mutual agreement of all Parties at any time during the duration of the Project. The Parties recognize that amendments to this Agreement may also necessitate modification of the variance or may require development of new

implementation mechanisms. If the Agreement is amended, US EPA and Columbus expect to work together with other regulatory bodies and stakeholders to identify and pursue any necessary modifications or additions to the implementation mechanisms in accordance with applicable procedures. If the Parties agree to make a substantial amendment to this Agreement, the general public will receive notice of the amendment and be given an opportunity to participate in the process, as appropriate.

In determining whether to amend the Agreement, the Parties will evaluate whether the proposed amendment meets Project XLC acceptance criteria and any other relevant considerations agreed on by the Parties. All Parties to the Agreement will meet within ninety (90) days following submission of any amendment proposal (or within a shorter or longer period if all Parties agree) to discuss evaluation of the proposed amendment. If all Parties support the proposed amendment, the Parties will (after appropriate stakeholder involvement) amend the Agreement.

X. Dispute Resolution

Any dispute which arises under or with respect to this Agreement will be subject to informal negotiations between the Parties to the Agreement. The period of informal negotiations will not exceed twenty (20) calendar days from the time the dispute is first documented, unless that period is extended by a written Agreement of the Parties to the dispute. The dispute will be considered documented when one party sends a written Notice of Dispute to the other Parties.

If the Parties cannot resolve a dispute through informal negotiations, the Parties may invoke non-binding mediation by describing the dispute with a proposal for resolution in a letter to the Regional Administrator for US EPA Region 5. The Regional Administrator will serve as the non-binding mediator and may request an informal mediation meeting to attempt to resolve the dispute. He or she will then issue a written opinion that will be non-binding and does not constitute a final US EPA action. If this effort is not successful, the Parties still have the option to terminate or withdraw from the Agreement, as set forth in Section XI below.

XI. Withdrawal/Termination of Agreement

A. Expectations

Although this Agreement is not legally binding and any party may withdraw from the Agreement at any time, it is the desire of the Parties that it should remain in effect through the expected duration of 15 years, and be implemented as fully as possible unless one of the conditions below occurs:

1. Failure by any party to (a) comply with the provisions of the variance, or (b) act in accordance with the provisions of this Agreement. The assessment of the failure will take its nature and duration into account.
2. Failure of any party to disclose material facts during development of the Agreement.
3. Failure of the Project to provide superior environmental performance consistent with the provisions of this Agreement.
4. Enactment or promulgation of any environmental, health or safety law or regulation after execution of the Agreement, which renders the Project legally, technically or economically impracticable.

In addition, US EPA, ODH, and OEPA do not intend to withdraw from the Agreement if Columbus does not act in accordance with this Agreement or its variance, unless the actions constitute a substantial failure to act consistently with intentions expressed in this Agreement and the variance such as a failure on the part of the Columbus City Council and/or City Auditor to annually approve the transfer of \$300,000 from the Division of Water to the Lead Safe Columbus Program. The decision to withdraw will, of course, take the failure's nature and duration into account.

Columbus will be given notice and a reasonable opportunity to remedy any "substantial failure" before US EPA's withdrawal. If there is a disagreement between the Parties over whether a "substantial failure" exists, the Parties will use the dispute resolution mechanism identified in Section X of this Agreement. US EPA, ODH and OEPA retain their discretion to use existing enforcement authorities, including withdrawal or termination of this Project, as appropriate. Columbus retains any existing

rights or abilities to defend itself against any enforcement actions, in accordance with applicable procedures.

B. Procedures

The Parties agree that the following procedures will be used to withdraw from or terminate the Project before expiration of the Project term. They also agree that the implementing mechanism(s) will provide for withdrawal or termination consistent with these procedures.

1. Any party that wants to terminate or withdraw from the Project is expected to provide written notice to the other Parties at least sixty (60) days before the withdrawal or termination.
2. If requested by any party during the sixty (60) day period noted above, the dispute resolution proceedings described in this Agreement may be initiated to resolve any dispute relating to the intended withdrawal or termination. If, following any dispute resolution or informal discussion, a party still desires to withdraw or terminate, that party will provide written notice of final withdrawal or termination to the other Parties.
3. If any agency withdraws or terminates its participation in the Agreement, the remaining agencies will consult with Columbus to determine whether the Agreement should be continued in a modified form, consistent with applicable federal or State law, or whether it should be terminated.
4. The procedures described in this Section apply only to the decision to withdraw or terminate participation in this Agreement. Procedures to be used in modifying or rescinding the variance will be governed by the terms of that legal mechanism and applicable law. It may be necessary to invoke the implementing mechanism's provisions that end authorization for the Project (called "sunset provisions") in the event of withdrawal or termination.

APPENDICES

Appendix A Glossary of Terms

90th Percentile value - Is a value which is used to represent a set of measurements, and indicates that 90 percent of all measurements are below that value.

Action Level - Is the level at which a public water system is required to take certain actions to reduce lead levels.

Columbus XLC Project - Means a project that the City of Columbus will implement to reduce residents' exposure to lead from the drinking water and other sources (such as lead paint and dust).

Distribution System - Means the network of pipelines that extends from the Water treatment plant throughout the City to resident's home plumbing. For this project, monitoring for lead in the distribution system means that the water in resident's homes must be sampled.

Elevated Blood Lead Level (EBLL) - Means the level of lead in the blood that is considered high enough to be of concern. A child is considered to have an elevated blood lead level if the level of lead in the blood is at or above 10 micrograms of lead per deciliter of blood.

Environmental Justice - In determining whether to proceed with this project, the United States Environmental Protection Agency evaluated whether this project would negatively and disproportionately affect low-income and/or minority populations, and has determined that it will not adversely affect these groups.

Entry Point - Means the point at which the water leaves the treatment plant and enters the distribution system.

Final Project Agreement (FPA) - Means an agreement between the United States Environmental Protection Agency, the Ohio Environmental Protection Agency, Ohio Department of Health, and the City of Columbus on how to implement this Columbus XLC project.

HUD - means Housing and Urban Development

Lead-based paint hazard - means 'intact paint containing five thousand parts per million (0.5%) or more, or 1.0 mg/cm² (milligrams per square centimeter) or more lead when that paint is on an interior or exterior accessible surface, impact surface or friction surface; or a non-intact paint containing five thousand parts per million (0.5%) or more, or 1.0 mg/cm² or more lead when that paint is on an interior or exterior surface'.

Lead Hazard Abatement - means the removal of lead sources

Lead Hazard Risk Assessment - is a process which is used to identify sources of lead and determine what the risks to children are in and around their homes from these sources.

Lead Safe Columbus Program - is a program sponsored by the Columbus Department of Health and the Columbus Department of Trade and Development designed to prevent children from being poisoned by lead, and to help those who are already affected. The program is made up of a network of organizations and groups that are all working to reduce childhood lead poisoning.

Lead Service Line (LSL) - means the water pipe that is made of lead and that connects the City's main water line in the street to a building or home.

ODH - means the Ohio Department of Health

OEPA - means the Ohio Environmental Protection Agency.

Optimal Corrosion Control - means the best water treatment the public water system can put in place to reduce lead levels in drinking water.

Optimal Water Quality Parameters - mean the properties of the water (such as alkalinity, pH and orthophosphate levels) that result in the lowest lead levels in drinking water provided by the water system.

Project XL stands for "eXcellence and Leadership," and is a national pilot program that allows state and local governments, businesses and federal facilities to develop innovative strategies to test better or more cost-effective ways of achieving environmental and public health protection.

Public Education - Under the drinking water regulations for lead, any public water system that exceeds the lead 'Action Level' must provide information to the public which explains how to reduce exposure to lead.

Regulators - Means the government agencies that are responsible for enforcing regulations that apply to the City of Columbus. In this Agreement those agencies are the United States Environmental Protection Agency, the Ohio Department of Health, and the Ohio Environmental Protection Agency.

Safe Drinking Water Act Variance - is a document which allows a public water system to legally try out a new approach to providing safe water, rather than doing what is otherwise specifically required by the law, as long as it provides the same or better public health protection.

Stakeholder - Means any person, group, or organization with an interest in this project.

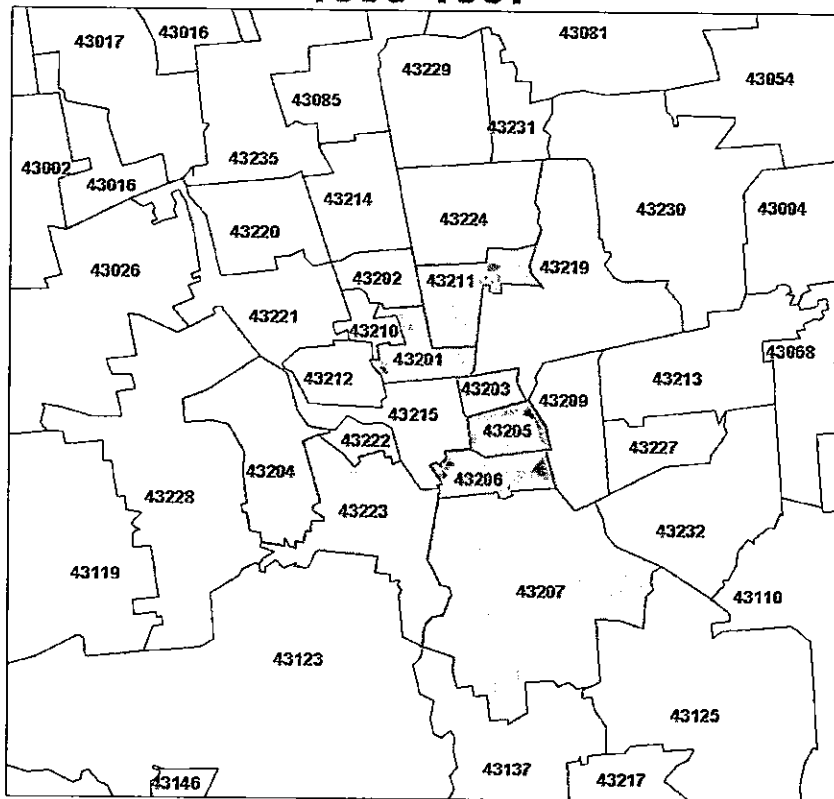
Superior Environmental Performance - All XL projects must show that the project will provide much better environmental or public health protection than would have occurred without the XL project.

Treatment Change - means any change made by the Columbus Water Division which may affect the water quality parameters established by the OEPA, or which may cause the alkalinity to drop below 20 mg/L, or the chloride to sulfate ratio to increase above 0.58.






US EPA - means the United States Environmental Protection Agency.

**Appendix B
Map**

**Franklin County Data
1995-1997**



**Map of Zip Codes in Franklin County
Shaded by Number of EBL's Reported**

	300 to 386	(2)
	200 to 299	(2)
	100 to 199	(4)
	50 to 99	(2)
	0 to 49	(35)