



Areawide Water Quality Management Plan

SFY 2008 Amendment

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1. Gettysburg – Bradford: This amendment reflects facility plan updates for both villages resulting from a single project. The Village of Gettysburg is installing sanitary sewers for the first time, the flows of which will be sent by force main to the Village of Bradford for treatment.
2. Yellow Springs: This amendment is a policy change to the Yellow Springs Facility Plan to reflect a project to bring sanitary sewer to the education center at the Glen Helen Reserve, a privately owned nature education center east of the village.
3. Northern tier of Montgomery County: This amendment includes updated FPA boundaries for the Cities of Brookville, Clayton, Dayton, Englewood, and Union, as well as the Village of Phillipsburg.

201 Plan Update for the Village of Gettysburg, Ohio (Darke County)

OVERVIEW

The Village of Gettysburg, OH has requested an update to the 201 Plan for wastewater collection and treatment within the Gettysburg Facility Planning Area. The Village currently has no centralized sanitary wastewater collection system and relies upon on-site septic systems for residential and commercial wastewater treatment and disposal. A large industrial concern in the Village, Norcold, manufactures refrigeration units. The facility's industrial process wastewater is transported by truck outside the FPA for treatment and disposal.

The Darke County Health Department reports that the aging and under-maintained on-site septic systems are no longer adequately treating the residential wastewater in the Village. The Village has chosen to pursue a sanitary sewer collection system to address the public health concerns for the residents.

The proposed project would install gravity sewers to all residences and businesses in the Village flowing to a single lift station in the Village. The lift station will pump the wastewater via force main to the Village of Bradford sanitary sewer collection system for treatment in the Bradford WWTF.

This document provides information needed to update the Gettysburg 201 Plan within the MVRPC Areawide Water Quality Management Plan to reflect the new wastewater treatment prescriptions for the Village.

A. FPA Map indicating (as appropriate) sub-area categories as defined in the MVRPC FPA Update Guidelines. The revised FPA map is attached. The boundaries of the FPA are unchanged from their original delineation. The FPA has been updated to show two sub area categories. The Incorporated limits of the Village are declared Category 2, "Areas to be served by sanitary sewers connected to an existing POTW during the next twenty years." As of the completion of this project (hoped for by the end of 2008) the village may be depicted as Category 1, "Areas currently served with sanitary sewers." The balance of the FPA is an area of Adams Township north of Greeneville Creek and south of the ridgeline for Ballinger Run. This area is declared as Category 6, "Areas for which no wastewater management options have been declared."

B. Population Projections. Population trends and projections for the Village of Gettysburg, OH are presented in the table below:

	1990 Source: US Census	2000 Source: US Census	2010 Projection	2020 Projection
Gettysburg	539	558	586	615 ¹
Darke County	53,619	53,309	52,728	52,553 ²

¹ Source for Village of Gettysburg 2010 and 2020 population estimates: Ohio EPA Environmental Information Form for Gettysburg Sewer/Force Main Project, p. 1.

² Source for Darke County 2010 and 2020 population projections: Ohio Department of Development County Fact Sheets

As indicated in the table, past population trends have shown slight decreases for Darke County as a whole, while there have been slight increases for the Village of Gettysburg. These trends are projected forward to provide the 2020 estimate of 615 persons in the service area of the Gettysburg collection system.

C. Wastewater Treatment Descriptions. The residences and businesses in the incorporated area of the Village shall be connected to the new sanitary sewer system. Connection to the system will be mandatory. Ordinary wastewater in the collection system will flow to a lift station and force main to be sent to the Village of Bradford sewer system. The flows will continue to the Bradford WWTF for treatment and eventual discharge to Ballinger Run. The industrial process water from the Norcold facility is being studied for possible discharge to the Gettysburg sewer system. The collection system, lift station and force main will be owned, operated and maintained by the Village of Gettysburg all the way to the point of connection with the Bradford Sanitary sewer system. The Bradford collection system and WWTF are owned, operated, and maintained by the Village of Bradford.

For engineering reasons related to the depth of the gravity sewers at the far ends of the system (as designed), it is not anticipated that areas outside the Village will be served by the Gettysburg collection system. However, at this time, the Village has not declared any wastewater treatment options for the balance of the FPA. In the absence of any future decisions, those areas are presumed to be served by on-site treatment systems, to be regulated by the Darke County Health Department.

D. Wastewater Treatment for FPA Additions. The Gettysburg FPA is not proposed to incorporate any new area. This update only updates wastewater treatment prescriptions within the existing FPA boundary.

E. Tables of WWTP capacities and permit limits. The Village of Gettysburg does not have a WWTF. Flows of wastewater from this project will be directed via force main to the Village of Bradford WWTF. The following data pertains to the Bradford Facility:

Ohio EPA permit number:	1PB00008
Ohio EPA permit expiration date:	November 30, 2007
Receiving water:	Ballinger Run
Design capacity (flow):	240,000 (0.24 MGD)

The facility reports monthly average and maximum flows through the treatment plant to Ohio EPA. The average flows reported since 2003 are as follows:

2003	0.19 MGD (million gallons per day)
2004	0.22 MGD
2005	0.31 MGD
2006	0.31 MGD
2007	0.29 MGD (January through June)

The above numbers combine wet weather flows and dry weather flows. During dry weather the WWTF is sufficiently below the design capacity to accommodate the additional flows from Gettysburg. Also, the Village of Bradford has a project underway to separate the storm sewer system from the sanitary sewer system. For example, the

storm drains from Miami Avenue and Main Street which used to drain to the WWTF no longer do so, freeing WWTF capacity for sanitary wastewater.

The contract between the Village of Gettysburg and the Village of Bradford for wastewater treatment services allows for a average daily maximum flow of 75,000 gallons per day (0.075 MGD). According to Ohio EPA, the addition of these flows to the currently reported flows will not cause the Bradford WWTF to exceed the designed and permitted capacity of the facility.

F. Meeting projected population needs. The Gettysburg sewer project will be designed to handle flows in excess of the contracted flow amount of 75,000 gallons per day. Estimates of current usage are that the average daily flows will be significantly lower than that amount, in the area of 40,000 gallons per day.

Using the most recent population figure of 558 village residents, 75,000 gallons per day averages out to 134 gallons per day per person. The 2020 population projection of 615 persons results in an average wastewater flow of 121 gallons per day per person. These average flow rates are within the typical range of per-person flow rates used for planning purposes.

G. Water Quality Protection. During periods of dry or damp weather, odor is given off by the storm sewer system in Gettysburg which indicates that there is likely discharge from the on site treatment systems into the storm sewer system. The Darke County Department of Health indicates that approximately 56 homes in the village do not have sewage permits and likely do not have adequate sewage treatment. Furthermore, of 145 sewage permits, 69 of the homes have septic tanks hooked directly to the village storm drains. This situation makes it certain that these homes are not providing adequate sewage treatment. Of the other permits, 38 are for leach beds, 21 are for aeration systems, 16 are for subsurface and filters, and there is 1 dry well system. It is not likely that many of these systems are working well as the typical failure rates throughout the county are very high.

The Darke County Health District has observed untreated sewage in various storm drains located throughout the Village of Gettysburg. The storm sewers run to Greenville Creek, a scenic river with high biological diversity which is currently being impaired by poorly or untreated wastewater.

The proposed Gettysburg collection system project will require residential hook up to the system, thus ending the on site system discharges to the storm system and Greenville Creek.

H. Impact on contiguous FPA; consistency with land use plans. Gettysburg is a rural village, and its Facility Planning Area is not contiguous with any other FPA. Because the project will transport wastewater to the Bradford FPA, the 201 Plan for Bradford will need amending to indicate the additional flows.

The areas to be served by the Gettysburg collection system are exclusively inside the Village of Gettysburg. The surrounding areas of Adams Township contain agricultural and low-density residential land uses. These areas are not anticipated to need to be served by sewers.

I. Documentation of Public Involvement.

Gettysburg Facility Planning Area



Village of Gettysburg FPA Legend

- Village boundary - Category 2 - 20-year expected sewer service area
- FPA boundary - Category 6 - No management options declared

North Arrow

Scale: 0 500 1,000 2,000 3,000 4,000 Feet

Other labels: Routzong, Spidel, Horatio New Harrison, US 36, Main, Greenville Creek, Hahn, Gettysburg Pitsburg, Old Us 36, Bradford New Harrison, Gettysburg Webster, Auld, Paulin, Horatio New Harrison, .99

201 Plan Update for the Village of Yellow Springs, Ohio (Greene County)

OVERVIEW

The Village of Yellow Springs, OH has requested an update to the 201 Plan for wastewater collection and treatment within the Yellow Springs Facility Planning Area. The Village seeks to amend the 201 Plan to allow for institutional properties outside of the designated Village service area to construct, own and maintain sanitary sewer systems which discharge into the Village sewer system, as approved by Yellow Springs.

The policy regarding connection to the Village of Yellow Springs sanitary sewer system would be amended to include the following:

“The Village Council may provide sanitary sewer service to a property outside the municipal boundary if the following conditions are met:

- 1. Council determines by resolution that a significant public health or environmental interest related to protection of the Village well field and upstream watershed is served by providing the sanitary sewer service;**
- 2. The property to be served is contiguous to the municipal boundary;**
- 3. The required infrastructure will serve only the single property;**
- 4. The Village does not bear any costs for installing, operating or maintaining the required infrastructure; and**
- 5. The property owner signs a sanitary sewer service agreement with the Village documenting the requirements.”**

This document provides information needed to update the Yellow Springs 201 Plan within the MVRPC Areawide Water Quality Management Plan to reflect the wastewater treatment prescriptions for the Village.

A. FPA Map indicating (as appropriate) sub-area categories as defined in the MVRPC FPA Update Guidelines. The FPA map for the Village is not changed by this policy update.

B. Population Projections. Population trends and projections for the Village of Yellow Springs, OH are presented in the table below:

	1990 Source: US Census	2000 Source: US Census	2006 Estimate Source: US Census
Yellow Springs	3,973	3,761	3,637
Greene County	136,731	147,886	152,298

Population projections are not relevant to this update, however, because the institutional properties potentially connecting to the Village wastewater collection system will not be residential areas, and will not represent new population within the FPA.

C. Wastewater Treatment Descriptions. The policy update from this amendment will not change any of the wastewater prescriptions designated by the previous FP.

D. Wastewater Treatment for FPA Additions. The Yellow Springs FPA is not proposed to incorporate any new area. This update only updates policy related to external entities connecting to the Village sewer system.

E. Tables of WWTP capacities and permit limits. The Village of Yellow Springs WWTF is permitted by the Ohio EPA. The following data pertains to the Yellow Springs Facility:

Ohio EPA permit number:	1PC00013
Ohio EPA permit expiration date:	August 31, 2010
Receiving water:	Little Miami River
Design capacity (flow):	600,000 (0.60 MGD)

F. Meeting projected population needs. The policy change proposed in this amendment does not affect the capacity or ability of the Yellow Springs WWTF to meet current or projected future population for the Village of Yellow Springs.

G. Water Quality Protection. In the immediate case, the Glen Helen Ecology Institute's Outdoor Education Center will be connecting to the Village sewer system. The Center will disconnect from an on-site wastewater treatment system which is considered underperforming. Eliminating this on-site system will protect water quality streams tributary to the Little Miami River.

H. Impact on contiguous FPA; consistency with land use plans. Yellow Springs is a rural village, and its Facility Planning Area is not contiguous with any other FPA. This policy update does not affect other FPA in the region.

I. Documentation of Public Involvement. The documentation attached details the agreements and resolutions completed by the Village of Yellow Springs with regard to the connection of the Outdoor Education Center to the Village sewer system. These documents provide an example of future potential connections under this policy change. The Village Council resolution was discussed and passed in open session.

ATTACHMENT A

SANITARY SEWER CONNECTION AGREEMENT

This SANITARY SEWER CONNECTION AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2007, by and between the **GLEN HELEN ECOLOGY INSTITUTE**, an operating unit of Antioch University ("Glen Helen") and the **VILLAGE OF YELLOW SPRINGS**, an Ohio municipal corporation ("Village").

WHEREAS, Glen Helen operates the Outdoor Education Center, a non-profit educational facility located in Miami Township, Greene County at 1075 State Route 343, Yellow Springs, Ohio 45387 (the "Facility"); and

WHEREAS, Glen Helen desires to eliminate the on-site septic tanks and leaching systems currently serving the Facility, and

WHEREAS, Glen Helen desires to connect the Facility to the Village sanitary sewer system for treatment and disposal of sanitary wastewater, and

WHEREAS, in order to connect to the Village sanitary sewer system, Glen Helen must install pumping facilities, a force main, a meter pit and other appurtenances (the "Project"); and

WHEREAS, the Facility is located on portions of parcels of land designated by the Greene County Auditor as F16000100140001400 and F16000100140001500, and the Project also transverses Parcel No. F16000100140001300, said parcels all located outside the current corporation limits of the Village of Yellow Springs, and

WHEREAS, the Village has determined that it is in the best interest of the citizens of the Village and the surrounding area to eliminate the potential for environmental contamination of Birch Creek and Yellow Springs Creek from a failure of the on-site systems at the Facility; and

WHEREAS, in order to memorialize the above described arrangement, Glen Helen and the Village desire to set forth their agreement in writing.

NOW THEREFORE, in consideration of the recitals set forth above, the mutual covenants and agreements set forth below, and for other good and valuable consideration to be derived by the parties from the execution of this Agreement, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE. The Village hereby represents and warrants to and for the benefit of Glen Helen that:

- (a) the Village will accept sanitary wastewater from the Facility; and
- (b) the Village will provide proper treatment and disposal of the sanitary wastewater in accordance with all applicable State, federal and local laws, rules, regulations, codes and/or resolutions; and
- (c) as long as the Facility lies outside the Village, the Village will apply a surcharge no greater than that charged to any other facility outside the Village; and

(d) that if the Facility is annexed to the Village in the future, then any surcharge applied for being outside the Village will be discontinued.

2. REPRESENTATIONS AND WARRANTIES OF GLEN HELEN. Glen Helen hereby represents and warrants to and for the benefit of the Village that:

(a) all work for the Project shall be completed in a workman like manner by competent professionals possessing the necessary skill and experience to properly complete such installation;

(b) Glen Helen has obtained, or will obtain, all required environmental and other permits required for the Project; and

(c) all aspects of the Project shall, at the time of completion, conform with all applicable State, federal and/or local laws, rules, regulations, codes, ordinances and/or resolutions; and

(d) Glen Helen will not oppose any legislation, which is supported by the Village, to annex the three parcels of land currently designated by the Greene County Auditor as F16000100140001300, F16000100140001400 and F16000100140001500.

3. DESIGN AND INSTALLATION.

(a) Glen Helen shall be responsible for all aspects of designing and installing the Project that will connect the Facility to the Village sanitary sewer system at a manhole west of Xenia Avenue and south of Cemetery Street. Plans for the Project shall be provided to the Village for review and comment at the same time the plans are submitted to Ohio EPA for a Permit-to-Install.

(b) The Project shall include a flow meter located in a meter pit accessible to Village staff for measuring the cumulative flows from the Facility to the Village sewer system. The flow meter shall measure all flows discharged by the Facility but excluding the flows from Clayton House (1039 S.R. 343). The flow from Clayton House will be estimated based on the potable water meter.

(c) The Project shall include completely lining the discharge manhole with a corrosion resistant liner satisfactory to the Village.

(d) The Village shall permit the force main to be directionally drilled under Xenia Avenue (U.S. 68) at a location and in a manner satisfactory to the Village.

4. COSTS.

(a) Glen Helen hereby agrees to bear the entire costs for design, permitting and construction of the Project.

(b) Glen Helen hereby agrees pay the standard sewer connection fee, plus a surcharge of 25%, for a 1½-inch water meter as being representative of the amount of wastewater expected to be generated from the Facility.

(c) Glen Helen hereby agrees to pay the Village's standard fixed monthly charge based on a 1½-inch water meter and a variable charge based on the readings on the flow meter to be installed as part of the Project, plus a surcharge of 25% on both the fixed and variable charges.

(d) Glen Helen hereby agrees that at such time that the Clayton House, which is currently served with Village water, is connected to the Village sewer system, then Glen Helen will pay all

standard connection charges, and fixed and variable monthly charges as then in force for the Village based on the then installed water meter size, plus the applicable surcharge on both the fixed and variable charges at the surcharge rate then in force.

5. MAINTENANCE.

(a) Glen Helen shall be responsible for maintaining all components of the Project in fully functional condition at no cost to the Village.

(b) In particular Glen Helen shall be responsible for maintaining the flow meter as well as replacing the meter when necessary. Upon request of the Village, Glen Helen shall arrange for the flow meter to be calibrated by a third party vendor certified for calibrating the type and make of flow meter installed.

6. TERM OF AGREEMENT.

(a) This agreement shall terminate only upon agreement of the parties hereto, or

(b) upon annexation of the Facility, in which case the Village shall provide sanitary sewer connection for the Facility under the standard procedures and conditions applied to all facilities within the Village.

7. MISCELLANEOUS.

(a) Notices. Unless otherwise agreed, all notices and other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, by facsimile transmission (with receipt confirmed, which confirmation may be mechanical) or one day after being sent by nationally recognized overnight courier, freight prepaid, addressed as follows (or at such other address for which notice is given in the manner provided herein):

If to Glen Helen: 405 Corry Street
Yellow Springs, Ohio 45387
Attn: Executive Director
Fax: (937) 769-1910

If to the Village: Village of Yellow Springs
Bryan Community Center
100 Dayton Street
Yellow Springs, Ohio 45738
Attn: Village Manager
Fax: (937) 767-9281

(b) Entire Agreement. This Agreement, including any exhibits, schedules, or other attachments hereto, constitutes the entire agreement among the parties hereto and supersedes all prior agreements and understandings, oral or written, among the parties hereto with respect to the subject matter hereof.

(c) Assignments Successors, and No "Third Party" Rights. No party to this Agreement may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties. Nothing expressed or referred to in the Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right,

remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this paragraph.

(d) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors, assigns and transferees.

(e) Time Of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

(f) Headings; Construction; Exhibits. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. The use of singular or plural form in this Agreement shall include the other form, and the use of a masculine, feminine or neuter gender shall include all other genders. The Exhibits attached hereto are incorporated by reference herein in their entirety and shall constitute a part of this Agreement for all purposes.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law doctrine.

(h) Severability/Deemed Amendment. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to a judicial decree or decision of a court of competent jurisdiction, the remaining provisions of this Agreement shall remain valid and enforceable according to their terms.

(i) Execution of Agreement/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties, and may be used in lieu of the original Agreement for all purposes.

(j) Waiver, Remedies, Cumulative. No consent or waiver, express or implied, by any party hereto or of any breach or default in the performance by the other party of such other party's obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same or any other obligations hereunder. The giving of consent or a waiver by any party hereto in any one instance shall not limit or waive the necessity to obtain such party's consent or waiver in any future instance. The rights and remedies of the parties to this Agreement are cumulative and not alternative.

(k) Amendment. No provision in this Agreement shall be amended, modified, waived, changed, terminated, or rescinded, except by a writing signed by an authorized official of each party hereto.

(l) Further Assurances. Each party agrees to execute and deliver, or cause to be executed and delivered, all such other instruments, certificates, and documents, and to take all such other actions necessary to consummate the transactions contemplated hereby.

(m) Effective Date. This agreement shall become effective when authorized by Resolution of Village Council and signed by both parties.

(n) Dispute Resolution. Any disputes regarding this agreement that cannot be resolved amicably by the parties hereto shall be referred to the Utility Dispute Resolution Board for the Village of Yellow Springs.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

"Glen Helen"

GLEN HELEN ECOLOGY INSTITUTE,
an operating unit of Antioch University.

By: _____
Nick Boutis
Executive Director

"Village"

VILLAGE OF YELLOW SPRINGS,
an Ohio municipal corporation

By: _____
Eric Swansen
Village Manager

VILLAGE OF YELLOW SPRINGS, OHIO

RESOLUTION 2007-xx

WHEREAS, the Village of Yellow Springs adopted a Charter on November 8, 1949, which states that public services may be extended beyond the corporate limits of the Village; and

WHEREAS, it is the current policy of the Village today to extend utilities only to areas which have been annexed to the Village as outlined in a policy enacted by the Village on May 12, 1992; and

WHEREAS, an area immediately adjacent to the Village comprising the Glen Helen Nature Preserve and housing the Outdoor Education Center has been identified as an area with a long-term environmental concern due to the aging on-site septic tanks and leaching systems at the Outdoor Education Center that could negatively affect water quality in Birch Creek and Yellow Springs Creek which traverse the Glen Helen Nature Preserve and are located upstream of the Village well field; and

WHEREAS, the Glen Helen Ecology Institute, an operating unit of Antioch University, which owns and operates the Glen Helen Nature Preserve and the Outdoor Education Center, has asked the Village to review the policy of not accepting wastewater from areas outside the Village in the case of the Outdoor Education Center in order for the Village to accept the domestic wastewater from the Outdoor Education Center so as to avoid possible environmental contamination to Birch Creek and Yellow Springs Creek; and

WHEREAS, the Glen Helen Ecology Institute and the Village have negotiated an agreement (Attachment A) regarding the conditions for accepting wastewater from the Outdoor Education Center, which agreement will take affect upon passage of this resolution and the signing of the agreement by both parties; and

WHEREAS, the Village wants to protect the health of the public and the environment in the area by protecting against this potential environmental contamination.

NOW, THEREFORE, THE COUNCIL OF THE VILLAGE OF YELLOW SPRINGS, OHIO, HEREBY RESOLVES THAT:

Section 1. The Village hereby waives its policy against accepting wastewater from areas outside the Village limits in this one instance due to the ongoing long-term environmental and public health concern resulting from the environmental contamination, which could result if the existing on-site systems at the Outdoor Education Center were to fail. The Village policy adopted May 12, 1992 against extending utility service to areas outside the municipal boundary remains the policy of this Village. However, given the potential environmental and public health concern in this case, the Council determines that a one-time waiver of this policy is in the best interest of the citizens of the Village and the surrounding area. The intent of the Council is that this is a one-time waiver only and that the policy is hereby restated and reaffirmed and remains

in full force and effect with regard to any other proposed extensions of utilities outside the Village limits.

Section 2. The affected area outside the Village limits where sewer service may be extended pursuant to this Resolution is the Outdoor Education Center facility including Clayton House and the Mercer Farm House, both of which house Outdoor Education Center staff.

Section 3. Only the property covered by the Agreement in Attachment A is eligible to discharge its wastewater to the Village sanitary sewer system under this resolution.

Section 4. The connection of the Outdoor Education Center to the Village sanitary sewer system shall be done at no cost to the Village. Furthermore, the Outdoor Education Center shall cover all normal costs related to tap-in fees, connection charges, and monthly charges as covered in the Agreement.

Section 5. This resolution takes effect at the earliest date possible.

, President of Council

Passed:

Attest: _____
Deborah Benning, Clerk

Roll Call:

Proposed Update to the Facility Planning Areas of Northern Montgomery County, Ohio

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Introduction

Section One: Background to the Northern Montgomery County FPA Update

Section Two: Summary of FPA Update Proposals Received

Section Three: Consensus Reached – The Proposed FPA Update

Supporting Documentation

Introduction

The Miami Valley Regional Planning Commission was designated by the Governor of Ohio in the 1970's as the Areawide Water Quality Planning Agency for five counties surrounding the Dayton area (Darke, Greene, Miami, Montgomery and Preble). MVRPC adopted the first Areawide Water Quality Management Plan (AWQMP) in 1983 and has completed specialized reports and small updates in the years since. The AWQMP covers many diverse areas of surface and ground water protection including municipal wastewater collection and treatment, on-site wastewater treatment, sludge disposal, and water quality monitoring. In the intervening years since its initial adoption, many of these topic areas have come under state-level management through the developing capacity and capability of the Ohio Environmental Protection Agency. Today, MVRPC's primary continuing role in on-going water quality planning is the planning for the provision of centralized wastewater collection and treatment through so called "201 planning" or wastewater facility planning and determination of wastewater Facility Planning Areas.

Facility Planning Areas (FPA) are geographic boundaries within which a designated Management Agency (MA) has planning and wastewater service responsibility. Typically, though not in all cases, the MA will own and operate a wastewater treatment facility (WWTF) and its associated sewer collection system. Sewers and WWTF are regulated by the Ohio EPA Surface Water program. Ohio EPA permits to install for sewers and National Pollution Discharge Elimination System permits to operate WWTF are designed to ensure the eventual effluent into Ohio's rivers are sufficiently clean to ensure clean surface waters meeting their designated uses. Ohio EPA uses MVRPC's FPA maps to guide their PTI and NPDES permit application reviews. Ohio EPA is not allowed to issue wastewater-related permits which are in conflict with MVRPC's AWQMP.

This update to the AWQMP is directly associated with the designation and mapping of wastewater FPA in Northern Montgomery County. As detailed below, conflicting proposals to update the FPA in this portion of the county resulted in a multi-year effort to forge a compromise update to the FPA. This report details the consensus proposal to update the FPA in northern Montgomery County.

Section One: Background to the Northern Montgomery County FPA Update

Map 1A, below, depicts the existing FPA in northern Montgomery County and Southern Miami County. These FPA were determined using a primary reliance on drainage lines,

allowing for wide usage of gravity sewers. Of particular interest on Map 1A are the following features:

- The Clayton FPA surrounding the historic village location and an associated drainage area; and
- The Phillipsburg FPA, within which the drainage direction is north into Miami County.

Neither of these Villages implemented a municipally-owned wastewater collection and treatment system in the years since the AWQMP was adopted.

Meanwhile, other municipal wastewater sewer systems did steadily outgrow their designated FPA, including Englewood, and Brookville. Clayton did eventually unify with the former Randolph Township to form the City of Clayton in the 1990's, encompassing an area having nothing to do with the old Clayton FPA. These gradual changes to the municipal boundaries in this area of northern Montgomery County were not incorporated into subsequent updates to the AWQMP-designated FPA. The result, depicted in Map 1B, is a landscape of non-congruent boundaries.

Desire for development in parts of Clayton, and for retirement of on-site systems in the Village of Phillipsburg has encouraged each of those jurisdictions to explore options for centralized wastewater treatment. Mostly due to considerations of cost both of these communities have elected for a regional approach to wastewater treatment. That is, rather than construct a new WWTF, both Clayton and Phillipsburg are intending to install sanitary sewers that discharge into WWTF of neighboring jurisdictions, who by contract will treat the additional waste with their spare capacity. Generally speaking, regionalized wastewater treatment solutions are more cost efficient, and are preferred under the MVRPC AWQMP.

Additional developments also need to be reflected in the FPA maps for this area. The City of Union has annexed numerous parcels in Butler Township and southern Miami County. Some of these areas are outside of the current Union FPA, and are already served or soon to be served by the Union WWTF. Finally, there are two Joint Economic Development Districts which could potentially direct development in a manner not currently reflected in the FPA map. These JEDDs are between Clayton and Clay Township and between Dayton and Butler Township.

Section Two: Summary of FPA Update Proposals Received

Two management agencies, Dayton and Union, each submitted separate FPA update proposals which would, at least in part, address the desired wastewater treatment needs of Clayton and Phillipsburg. These overlapping proposals are included as exhibits attached to this report, and are summarized below.

Dayton

The City of Dayton submitted proposals to update the Dayton FPA in 2003 and again in 2005 after MVRPC revised its FPA update procedures and policies. The proposal called for adding the Clayton FPA, the Phillipsburg FPA, the rest of the City of Clayton and portions of Clay Township to the Dayton FPA. In addition the proposal would add areas in Butler Township to the northeast of Union not currently designated to the Dayton FPA. The earliest version of the proposal

included portions of Monroe Township in Miami County as well. Sanitary wastewater collected in these areas is proposed to be conveyed to the Dayton WWTF, where unused capacity of at least 15 million gallons per day is available for treatment. This proposal would involve the removal of a portion of the Union FPA to be added to the Dayton FPA. The City of Union objected to this aspect of the proposal. The proposal did include letters of support from Clay Township, City of Clayton, Village of Phillipsburg, and Montgomery County.

Union

The City of Union proposed an update to the Union FPA in 2003, revised in 2005 after the update to MVRPC's FPA and FP update policies. The proposal includes the same undesignated area in Butler Township (portions of which have annexed to Union in the intervening time), as well as portions of Monroe and Union Township in Miami County. The Union proposal indicates an intention to retain the western portion of the Union FPA with the possibility of one day serving northern Clayton and the Village of Phillipsburg.

Both proposals provided sufficient technical information to indicate the Management Agencies' capacity to adequately treat the projected future wastewater flows from their proposed additions. Each used proper population projections. Thus, at the planning level of detail, these proposals demonstrate the adequacy of the two systems. Ohio EPA, through the permitting process, will make all final determinations of the capability and capacity of each system as PTI and NPDES applications are received and processed.

These two proposals overlap in the areas of northern Clayton, and in northwest Butler Township. Presented with conflicting proposals to update FPA in the AWQMP, MVRPC engaged the relevant parties in a series of meetings to seek a consensus, compromise update to the FPA map for the area. Through the process of engagement with Union and Dayton representatives of the following jurisdictions also participated:

Montgomery County Sanitary Engineering
Miami County Sanitary Engineering
City of Brookville
City of Clayton
City of Englewood
City of Vandalia
Village of Phillipsburg
Butler Township
Clay Township
Tri-Cities Wastewater Authority (MA for Vandalia, Tipp City and Huber Heights)
Ohio EPA

Over the course of these meetings, as well as several "side meetings" between subsets of the participants, MVRPC received the following additional information relevant to this process:

1. A map titled, *Exhibit "A" Clayton - Montgomery County Contract Service Area*, dated November 7, 2002.

2. *Preliminary Engineering Report on Wastewater Collection and Treatment Systems for the Village of Phillipsburg, Ohio, November 2003.* Mote and Associates, Inc.
3. A map titled, *Butler Township - Dayton Joint Economic Development District, Montgomery County, Ohio*, dated June 1, 2007. This map depicts parcels included in this JEDD agreement.
4. Agreement text dated November 26, 2007 between the City of Union and Montgomery County for wastewater treatment services covering the northern portion of Clayton, including "Attachment A" which is a map of the subject area.
5. A map depicting Montgomery County sewer connections within the City of Englewood which discharge to the Dayton WWTF, provided by the Montgomery County Department of Sanitary Engineering.

These documents, each of which had some role in the crafting of the final compromise update to the FPA in question are included as exhibits attached to this report.

Section Three: Consensus Reached – The Proposed FPA Update

The series of meetings hosted by MVRPC has resulted in a compromise, consensus update for the FPA in northern Montgomery County. The forms of the compromises involved in this update can be divided geographically: east and west of the Stillwater River.

West of the Stillwater River

The north portion of the City of Clayton, which is in the Union FPA was the area of deepest contention between the parties involved with this update, and the area where the parties did the most work to fashion the compromise. The Dayton proposed update would have removed all this area from the Union FPA and added it to the Dayton FPA. This would have placed wastewater services under a single provider for the whole of the City of Clayton. For reasons related to infrastructure investment, Union opposed this change. A potential compromise was proposed and eventually negotiated and approved by the City of Union and the Montgomery County Commission. In essence, Montgomery County will install sewers as needed in this portion of Clayton which will discharge into the Union sewer system for treatment in the Union WWTF. To allay concerns about getting PTI approved for these sewers, the agreement allows Montgomery County Sanitary Engineering to use another treatment supplier should Union be unable to provide the treatment capacity.

This finalized agreement allowed the remaining pieces west of the river to fall into place. Brookville and Englewood FPA were modified to include existing service areas. For Englewood, this means adding small portions of the Clayton FPA, but also ceding some areas south of Interstate 70 to the Dayton FPA. The boundaries of the Dayton FPA have been expanded to incorporate the Phillipsburg FPA and the balance of the Clayton FPA.¹

¹ The Village of Phillipsburg has a completed study which recommends tying into the Dayton WWTF for wastewater treatment services. However, upon completion of the Union-Montgomery County contract for north Clayton, the Village of Phillipsburg wishes to retain the option of exploring service through the Union WWTF at such time as the sewer projects go forward. Even after this FPA update such an arrangement

In Miami County, the Union FPA is expanded to include recently annexed parcels. Most of this area is inundation areas for the Stillwater River.

East of the Stillwater River

The main area of contention was the undesignated area of Butler Township northeast of Union. Both Dayton and Union proposed to add this area to their FPA. Relatively late in the process the Dayton-Butler Township JEDD Board requested water and sewer planning for JEDD parcels through the City of Dayton; as a result, Dayton indicated a desire to add JEDD parcels to the Dayton FPA. Some of these parcels are in the Tri-Cities Wastewater Authority FPA. Recent Union annexations in the undesignated area and including some JEDD parcels further complicated the process of crafting a compromise.

The parties agreed to a change to the Union FPA to incorporate all areas annexed by Union. This includes a parcel that was previously in the Dayton FPA. Areas currently undesignated and not annexed by Union remain undesignated. Parcels within the Dayton-Butler Township JEDD remain unchanged from previous designations; service to these parcels will be determined by agreements between parties involved as development occurs.

This set of consensus agreements represents the FPA map priorities as they were developed by parties at the all party meetings. First, the boundaries were adjusted to corporate boundaries as appropriate to reflect service "in the ground." Second, new lines were drawn to reflect decisions by the Village of Phillipsburg and the City of Clayton to develop regionalized solutions to wastewater treatment needs. Finally, the update re-affirms MVRPC's commitment to accept Satellite Agreements as a basis for wastewater service development, generally for the entire planning area and specifically on the east side of the Stillwater River.



Northern Montgomery County FPA Update: SFY 2008 AWQMP Amendment

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Facility Planning Areas

- Brookville
- Dayton
- Englewood
- Tri-Cities
- Union
- West Milton

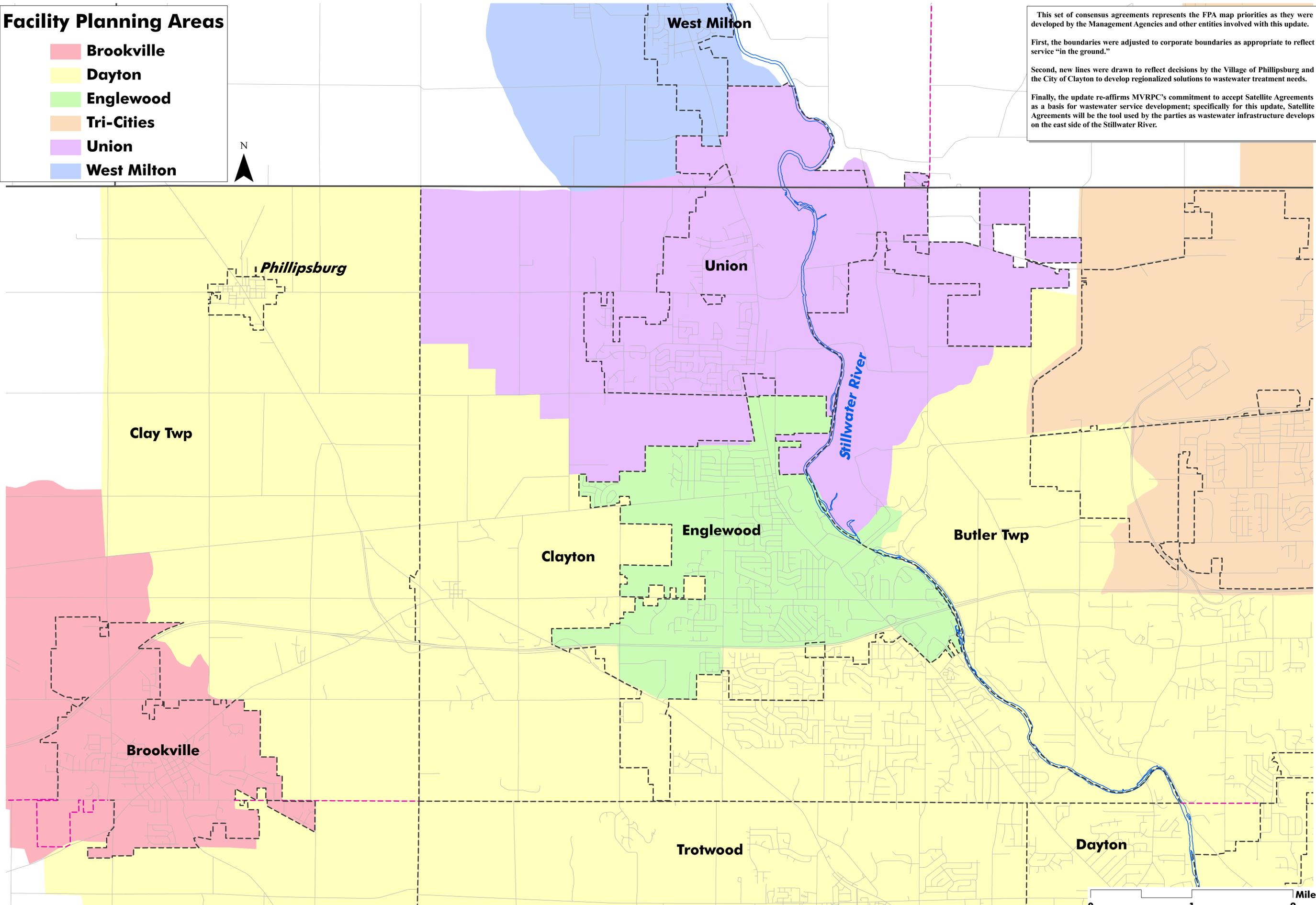


This set of consensus agreements represents the FPA map priorities as they were developed by the Management Agencies and other entities involved with this update.

First, the boundaries were adjusted to corporate boundaries as appropriate to reflect service "in the ground."

Second, new lines were drawn to reflect decisions by the Village of Phillipsburg and the City of Clayton to develop regionalized solutions to wastewater treatment needs.

Finally, the update re-affirms MVRPC's commitment to accept Satellite Agreements as a basis for wastewater service development; specifically for this update, Satellite Agreements will be the tool used by the parties as wastewater infrastructure develops on the east side of the Stillwater River.



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**A RESOLUTION
TO ADOPT THE 2008 AMENDMENT TO THE AREAWIDE WATER QUALITY
MANAGEMENT PLAN FOR THE MIAMI VALLEY REGION**

WHEREAS, the Miami Valley Regional Planning Commission is the Designated Planning Agency (DPA) for Water Quality Management Planning within the Miami Valley Region pursuant to Section 208 of the Federal Water Pollution Control Act Amendments of 1972 (P.L. 92-500) and 1977 (P.L. 95-217); and

WHEREAS, in fulfillment of its responsibilities as the DPA, MVRPC has prepared the 208 Areawide Water Quality Management Plan, and administers said Plan within its designated five-county water planning jurisdiction, including Greene, Montgomery, Miami Preble and Darke Counties, Ohio; and

WHEREAS, it is periodically necessary to amend said Plan to incorporate pertinent and appropriate modifications; and

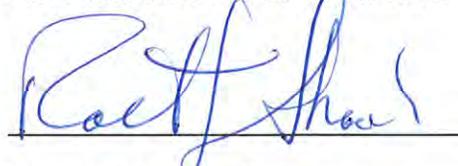
WHEREAS, the following individual amendments, collectively known as the 2008 Amendment, have been proposed for the Areawide Water Quality Management Plan:

1. Addition of a Sewer Connection Policy to the Yellow Springs FPA Facility Plan
2. Facility Plan update for the Gettysburg FPA for the new sewerage system and force main project
3. Significant update to northern Montgomery County Facility Planning Areas.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Miami Valley Regional Planning Commission hereby adopts the above-referenced 2008 Amendment to the Areawide Water Quality Management Plan and recommends its certification by the State of Ohio.



Donald R. Spang
Executive Director



Robert J. Shook, Chair

~~April 3, 2008~~
May 1, 2008

MIAMI VALLEY REGIONAL
PLANNING COMMISSION