City of Huntington

300 Cherry Street | Huntington, IN 46750

COMBINED SEWER OVERFLOW LONG-TERM CONTROL PLAN AMENDMENT

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1 INTRODUCTION

The below Introduction replaces Section 1, Background of the previous Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP).

The City of Huntington is one of more than 100 Indiana communities identified as containing combined sewers: sewers that accept both wastewater and stormwater to be treated by the wastewater treatment plant (WWTP). During substantial rainfall events, the combined sewers are not able to handle the additional flow causing the excessive untreated flow to be released from the system at the combined sewer overflows (CSOs). The City's wastewater collection system serves an area of approximately 5,600 acres and includes 14 CSOs, which overflow into the Little River and Flint Creek during times of high wet weather flow. Of the 5,600 acres that compose the wastewater collection system, approximately 4,400 are separated sewers. **Exhibit 1.1** in **Appendix 2** shows both the combined and separated sewer areas in Huntington. As required by the State Judicial Agreement, a long—term control plan (LTCP) has been developed and implemented to address the combined sewer overflows. A copy of the State Judicial Agreement is in **Appendix 1**.

The long term control plan focuses on the effect of the CSOs on water quality, and the evaluation of potential CSO abatement efforts.

This LTCP Amendment addresses the following sections:

- System Characteristics and Sensitive Areas (Section 2),
- Previous CSO Abatement Efforts/Projects (Section 3) **Revised**,
- Sewer System Modeling and Calibration (Section 4) **Revised**,
- CSO Control Alternatives (Section 5) **Revised**,
- Public Participation (Section 6) **Revised**,
- Financial Capability (Section 7),
- Recommended Alternative (Section 8) **Revised**,
- Post-Construction Compliance Plan (Section 9) **Revised**

1.1 History of LTCP and Revisions

Below is a list of the original Long-Term Control Plan (LTCP) approval and revisions to the LTCP.

- The City of Huntington originally submitted a Long-Term Control Plan (LTCP) to the Indiana Department of Environmental Management on April 27, 2010. That LTCP was approved May 10, 2010.
- A second revision to the Long-Term Control Plan was submitted on July 16, 2012. This revision made changes to the interceptor sewer portion of the selected alternative.
- On August 26, 2013, the LTCP Update No. 3 was approved. This updated the selected alternative to include a CSO treatment facility at the WWTP site.
- An LTCP Amendment that modified LTCP Projects #5 and #6 was approved October 5, 2017.

The Huntington collection system currently contains 14 CSO outfalls. For reference, a listing of the CSO names, and locations is contained in **Table 1-1** below. A map depicting the CSO outfalls is located in **Exhibit 5.1** of **Appendix 2**.

The design storm approach would require the City to provide full treatment for any flows that resulted from a storm with an intensity less than or equal to a 1-yr, 1-hr storm (1.02 inches). This approach would also provide the equivalent of primary treatment and disinfection for a storm with an intensity up to and including a 10-yr, 1-hr storm (1.88 inches).

TABLE 1-1 CSO OUTFALL LOCATIONS

CSO Outfall No.	Location	Receiving Water
002	Headworks WWTP 40° 52' 36" N 85° 31' 55" W	Wabash River
003	LaFontaine Bridge North 40° 52' 43" N 85° 29' 56" W	Little River
004	Rabbit Run Outfall 40° 52' 20" N 85° 29' 56" W	Little River
005	Clark St. & Frederick St. 40° 52' 34" N 85° 30' 12" W	Little River
007	Jefferson St. Bridge (@ Old Hot & Now Location) 40° 52' 49" N 85° 29' 34" W	Little River
008	State St. – East St. of Jefferson St. (Woody's) 40° 52' 49" N 85° 29' 33" W	Little River
009	State Street & City Building 40° 52' 50" N 85° 29' 46" W	Flint Creek
010	Market St. & Jefferson St. 40° 52' 54" N 85° 29' 41" W	Flint Creek
011	Warren St. – South of Market St. 40° 52' 55" N 85° 29' 36" W	Flint Creek
012	Warren St. – North of Market St. 40° 52' 56" N 85° 29' 37" W	Flint Creek
013	Market & Guilford St. 40° 52' 59" N 85° 29' 34" W	Flint Creek

CSO Outfall No.	Location	Receiving Water
014	Market St. & Byron 40° 53’ 01” N 85° 29’ 31” W	Flint Creek
015	Market & First St. 40° 53’ 04” N 85° 29’ 24” W	Flint Creek
016	Division St. West of First Street 40° 53’ 23” N 85° 29’ 25” W	Flint Creek

1.2 Description of Current LTCP Revision

The purpose of this LTCP Amendment is to update the plan based on the updated hydraulic model and to confirm the routing and sizing of the interceptor sewer in the original LTCP. This Amendment proposes no other changes to the other projects or the implementation schedule in the original LTCP.

This LTCP Amendment is not a re-writing of the original approved LTCP. However, revisions to a Section encompass either an addition to or a replacement of the entire original Section. The start of each Section will designate whether it is an addition or a replacement of the original section. Following is a listing of the Sections and the revisions:

- Introduction (Section 1): This Section;
- System Characteristics and Sensitive Areas (Section 2): No change from previous LTCP;
- Previous CSO Abatement Efforts/Projects (Section 3): Discussion was added to describe the completion of the first six (6) LTCP projects;
- Sewer System Modeling and Calibration (Section 4): Discussion was added to describe updated and recalibration of the collection system hydraulic model (XPSWMM);
- CSO Control Alternatives (Section 5): A new set of interceptor sewer alternatives were reviewed that meet the requirements of the revised hydraulic model;
- Public Participation (Section 6): This section was updated to discuss the two (2) Board of Works & Safety meetings and the two (2) Common Council meetings about the LTCP Amendment;
- Financial Capability (Section 7), No change from previous LTCP;
- Recommended Alternative (Section 8): Section was updated to reflect the new routing and sizing of the interceptor sewer alternative; and
- Post-Construction Compliance Plan (Section 9): Discussion was updated to reflect the IDEM monitoring and reporting required for untreated CSO discharges. It also describes the requirements for monitoring and reporting of discharges from the CSO treatment facility.

2 SYSTEM CHARACTERISTICS AND SENSITIVE AREAS

There were no changes made to Section 2, System Characteristics and Sensitive Areas Section of the previous Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP).

3 PREVIOUS CSO ABATEMENT EFFORTS/PROJECTS

The Huntington Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP) was composed of nine (9) projects to address the CSO discharges from the collection system. Since the LTCP was approved in 2010, Huntington has been working diligently to implement it. The City has implemented six (6) of the projects in accordance with the LTCP implementation schedule. This chapter will describe the completed projects that address the CSO discharges.

3.1 Project 1 – Wastewater Treatment Plant Improvements

Project #1 of the Huntington CSO LTCP was the wastewater treatment plant (WWTP) improvements project. Improvements to the headworks of the WWTP included installation of new raw screens and a new grit removal system (Head Cell). A new secondary digester cover and gas flare was installed at the WWTP. The sludge handling system was improved as a part of this project. Installation of a new rotary drum thickener and building, and a new dry sludge storage building. Disinfection system improvements were constructed as a part of Project #1. A new chemical building was constructed that included new chlorine system, plant water system, sulfur dioxide system (dechlorination) and phosphorus treatment system. A new SCADA system and blowers were installed at the WWTP.

Project #1 – WWTP improvements was completed in December 2014.

3.2 Project 2 – Southside Interceptors Segments 2, 3, and 6

The CSO LTCP describes that the Southside Interceptors are to be constructed to transport additional flows in the collection system to limit CSO discharges. Segment 2 of this project addresses the interceptor that runs from CSO 007 along Herman Street and Frederick Street to Lafontaine Street. Segment 3 addresses the interceptor that runs from CSO 006 to the intersection of Frederick Street and Lafontaine Street, then west along Frederick Street to CSO 005. Segment 6 addresses the interceptor that runs from CSO 005 along Clark Street to William Street, then southwest along William Street to an existing diversion structure on William Street.

The South Side Interceptor Project – Segments 2, 3 and 6 directly addressed CSOs 005, 006 and 007 and resulted in the closure of 006. This project was completed January 27, 2015.

3.3 Project 3 – Rabbit Run Phase I

The LTCP describes Project 3 – Rabbit Run Phase I as construction of a new 2.25 million gallon (MG) CSO storage tank, construction of a new wet weather diversion structure, construction of a new flow junction box, construction of a new CSO screening structure, and modifications to the Rabbit Run Lift Station. The LTCP Project 3 – Rabbit Run Phase I directly addressed the Rabbit Run Lift Station and the CSO storage tank and related appurtenances. This project was completed February 28, 2015.

Huntington used a guaranteed savings contract which allowed it to realize savings in excess of $1,000,000. Those savings were used to make additional improvements to the publicly owned treatment works (POTW). Those improvements included installation of 3 new raw sewage screw pumps, roof improvements at the Rabbit Run Lift Station, replacement of the primary sludge pump, installation of tankage and pump skids for phosphorus treatment, and installation of new flights and drives in the secondary clarifiers. A small section of the Hitzfield Street sewer was lined due to the impacts of hydrogen sulfide.

3.4 Project 4 – Flap Gate Replacement

The City of Huntington completed its fourth capital infrastructure project from the approved LTCP. Project #4 Flap Gate Replacement Project included the installation of three (3) CSO flap gates. The flap gates were replaced on CSO outfalls 003, 005 and 007. At CSO 003 a new 24-inch slip in check valve was installed. A new 12-inch slip in check valve and 16 scour stop mats were installed at CSO 005. At CSO 007 a new 36-inch slip in check valve was installed.

This project was completed September 13, 2016.

3.5 Project 5 – Wastewater Treatment Plant (WWTP) Effluent Sewer Rehabilitation

In accordance with the October 5, 2017 LTCP Implementation Schedule, as amended, Huntington has completed Project #5 – WWTP Effluent Sewer Rehabilitation. The work included the cleaning of approximately 5,487 linear feet of 36-inch effluent sewer line and cured-in-place pipe lining (CIPP) of 1,866 linear feet of 36-inch pipe.

This project was completed October 15, 2018.

3.6 Project 6 –Separation of Sewers Tributary to CSO 008

In accordance with the October 5, 2017 LTCP, as amended, the sewer shed tributary to CSO 008 was separated. This project was done in place of a new interceptor sewer for the area due to constructability issues. The separation was accomplished by lining the combined sewers for use as sanitary only sewers and installing new storm sewers.

This project was completed December 2019.

4 SEWER SYSTEM MODELING AND CALIBRATION

4.1 Collection System Hydraulic Modeling Summary

A hydraulic model of Huntington's combined sewer system was initially developed using the EPA's Storm Water Management Model (SWMM) as part of the original LTCP efforts in 2009. Since that time, the model has undergone multiple revisions to reflect completed projects and updated monitoring data. The model was also converted from EPA SWMM to XPSWMM. As part of the development of alternatives for LTCP Projects 7, 8, and 9, the most recent XPSWMM model has again been updated to better reflect past projects and current monitoring data.

4.1.1 Rain Gauges and Flow Monitors

To accurately create a model of the sewer system, it is necessary to have accurate rainfall and flow monitoring information. For the most recent model update, Huntington had two sources for monitoring data. These come from temporary meters operated by Gripp, Inc., and from permanent meters operated by the City. The City owns a combination of area-velocity meters and level transducers that monitor flows at the majority of CSO locations (**Table 4-1**).The Gripp meters are area-velocity meters that were located at select locations throughout the combined sewer system from March 2019 to early July 2019. Ten temporary meters were installed, but only eight produced usable data (**Table 4-2**). A temporary rain gauge was used in conjunction with the Gripp meters. The City monitors rainfall across the city with permanent gauges at various lift station locations (**Exhibit 4.1 in Appendix 2**).

TABLE 4-1 CSO OUTFALL INFORMATION

CSO Outfall No.	Location	Receiving Water	Method of Flow Measurement
002	Headworks WWTP 40° 52' 36" N 85° 31' 55" W	Wabash River	Level Transducer to WWTP SCADA for Flow Totalizer
003	LaFontaine Bridge North 40° 52' 43" N 85° 29' 56" W	Little River	Level Transducer to Mission SCADA for Flow Totalizer
004	Rabbit Run Outfall 40° 52' 20" N 85° 29' 56" W	Little River	Area/Velocity Meter to SCADA
005	Clark St. & Frederick St. 40° 52' 34" N 85° 30' 12" W	Little River	Area/Velocity Meter to SCADA
007	Jefferson St. Bridge (@ Old Hot & Now Location) 40° 52' 49" N 85° 29' 34" W	Little River	Area/Velocity Meter to SCADA

CSO Outfall No.	Location	Receiving Water	Method of Flow Measurement
008	State St. – East St. of Jefferson St. (Woody's) 40° 52' 49" N 85° 29' 33" W	Little River	Area/Velocity Meter to SCADA
009	State Street & City Building 40° 52' 50" N 85° 29' 46" W	Flint Creek	Separated Out – No Longer Active
010	Market St. & Jefferson St. 40° 52' 54" N 85° 29' 41" W	Flint Creek	None – Estimated Flow based on similar CSO Area
011	Warren St. – South of Market St. 40° 52' 55" N 85° 29' 36" W	Flint Creek	Level Transducer to Mission
012	Warren St. – North of Market St. 40° 52' 56" N 85° 29' 37" W	Flint Creek	None
013	Market & Guilford St. 40° 52' 59" N 85° 29' 34" W	Flint Creek	Level Transducer
014	Market St. & Byron 40° 53' 01" N 85° 29' 31" W	Flint Creek	Level Transducer to Mission
015	Market & First St. 40° 53' 04" N 85° 29' 24" W	Flint Creek	Level Transducer to Mission
016	Division St. West of First Street 40° 53' 23" N 85° 29' 25" W	Flint Creek	Level Transducer to Mission

TABLE 4-2 TEMPORARY FLOW METER SUMMARY

Temporary Flow Meter Number	Location	Notes
1	36" interceptor to WWTP just west of Hitzfield St. crossing of Norfolk Southern railroad	No usable data acquired
2	36" interceptor to WWTP at LaFontaine bridge near CSO 003	
3	12" low flow combined sewer route just downstream of CSO 008	
4	36" combined sewer at State St. & Franklin St.	

Temporary Flow Meter Number	Location	Notes
5	24” low flow combined sewer route just downstream of CSO 010 at Market St. and Cherry St.	
6	30” x 48” combined sewer at Byron St. and Washington St. upstream of CSO 014	
7	36” x 48” combined sewer at Jefferson St. and Washington St. upstream of CSO 010	
8	18” combined sewer along LaFontaine St. between Tipton St. and John St. upstream of CSO 003	
9	18” along Hitzfield St. between Park St. and Norfolk Southern railroad	No usable data acquired
10	30” combined sewer at Division St. and Canfield St. upstream of CSO 016	

4.1.2 Base Model

The revisions to the XPSWMM model started with the previous update completed by Greeley and Hansen. This base model included the CSO storage basin at the WWTP that was completed in 2016.

As with previous versions of the model, the dynamic wave routing method continues to be used because this method allows for the greatest amount of complexity and, therefore, produces the most theoretically accurate results. The equations solved using this method account for channel storage, backwater, entrance/exit losses, flow reversal, and pressurized flow.

4.1.3 Model Recalibration

Recalibration of the base condition model was completed using rainfall and flow monitoring data acquired as described in Section 4.1.1. The specific days selected were the June 19, 2019; July 3, 2019; and July 14, 2019. These dates were chosen because they were isolated storms that were most similar to the required 1-year, 1-hour and 10-year, 1-hour design storms. The June 19 and July 3 dates had meter data available from both the temporary Gripp and permanent City meters. The July 14 event only had data available from the permanent City meters.

The largest storm was on July 14. It produced a total rainfall depth of 2.52 inches in 2.75 hours, leading to an average intensity of 0.92 in/hr. This storm had a peak 1-hour depth of 1.82 inches. The second largest storm was on June 19. It produced a total rainfall depth of 2.08 inches in 5.25 hours, leading to an average intensity of 0.40 in/hr. This storm had a peak 1-hour depth of 1.35 inches. The smallest storm was on July 3. It produced a total rainfall depth of 1.22 inches in 3.42 hours, leading to an average intensity of 0.36 in/hr. This storm had a peak 1-hour depth of 0.98 inches.

The calibrated output was primarily achieved by adding rainfall derived infiltration and inflow (RDII) data to the model. RDII data accounts for stormwater that enters the combined sewer through features such as leaky joints, cracks in pipes and manholes, and unidentified stormwater connections. As more separation projects are completed within the combined sewer system, the more significant stormwater from RDII sources becomes. Watershed areas were also double checked against the latest separation maps and adjustments were made as necessary. When needed, watershed width and impervious areas were also adjusted to better reproduce the

results of the metered data. Finally, the Flint Creek watershed area, which was included in the original LTCP model, but removed in subsequent versions, was added back into the model to account for tailwater impacts at the CSO locations that outfall to the creek.

During the calibration process, it was found that flow rates calculated by the area-velocity meters did not always fit with the flow rates estimated at nearby locations using the data collected by the level transducers. Where this was the case, the data from the area-velocity meters was given preference. Analysis of these discrepancies appears to be at least partially due to high tailwater conditions on Flint Creek, which can cause high water levels at the CSOs without significant velocities. In such cases, the flow rates calculated by the data collected by the level transducers is overestimated. At locations where area-velocity meter data could not supplement the data from the level transducers, the model was calibrated based on depth of flow instead of flow rate and volume.

The model was not calibrated in such a fashion so as to exactly replicate the results of one storm. This would cause the model to lose generality and the model would not be suitable for application to any other storm event.

4.1.4 System Analysis – Presumptive (Design Storm) Approach

With the model calibrated, it was then possible to determine the CSO volumes that would result from the 1-year, 1-hour storm and the 10-year, 1-hour storm. In accordance with IDEM non-rule policy document number, Water-016, rainfall depths for the theoretical storms were taken from Bulletin 71, Rainfall Frequency Atlas of the Midwest. Huntington County is part of Climatic Section 3 according to Figure 1 of Bulletin 71, Climatic Sections for the Midwest. This yields a 1-year, 1-hour storm rainfall depth of 1.02 inches and a 10-year, 1-hour rainfall depth of 1.65 inches. Rainfall was assumed to be of uniform intensity and distribution over the entire service area for the whole hour. No rainfall was used before or after one hour for either storm.

TABLE 4-3 EXISTING CONDITION DESIGN STORM SUMMARY

CSO No.	1-Year, 1-Hour Design Storm Volume (MG)	10-Year, 1-Hour Design Storm Volume (MG)
002	0.000	0.000
003	0.991	3.716
004	0.000	1.064
005	0.000	0.000
007	0.000	0.000
008	0.052	0.242
009	0.000	0.000
010	0.253	0.822
011	0.207	0.236
012**	0.00	0.00
013	0.000	0.017
014	0.270	0.398
015	0.139	-0.168*
016	0.002	0.058
Total Untreated Overflow	1.915	6.551*

* Negative value indicates more backflow volume from Flint Creek tailwater than CSO

overflow volume into Flint Creek. Negative volume was neglected in the total.
**CSO 012 was confirmed to be closed in 2020.

For the existing condition layout, the 1-year, 1-hour storm resulted in a citywide total CSO volume of approximately 1.9 MG that would require complete treatment prior to discharge. The 10-year 1-hour storm resulted in a citywide total CSO volume of 6.6 MG that would require primary treatment and disinfection prior to discharge.

Proposed conditions were also analyzed in order to size the proposed alternatives. Analysis found that an interceptor ranging in size from 36” to 66” would be sufficient to collect overflows from CSOs 003, 009, 010, 013, 014, and 016. The proposed maximum size is recommended to be rounded up to 72” in order to account for availability of materials and to add a reasonable factor of safety. In addition, the model calculates a peak inflow rate of approximately 100 MGD for the 10-year, 1-hour event at the existing CSO storage tank at the WWTP.

5 CSO CONTROL ALTERNATIVES

As stated previously in Chapter 3, the Huntington Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP) has not been fully implemented. This Chapter of the CSO LTCP evaluates alternatives for implementation of the three (3) remaining projects. The City evaluated the alternatives below to determine the most effective manner to address the discharges from outfalls 003, 009, 010, 012, 013, 014, and 016 that do not meet the level of control outlined in the previous versions of the LTCP. The level of control in the approved LTCP is that all flows from the 1-year, 1-hour design storm receive full biological treatment. Flows greater than the 1-year, 1-hour design up to and including the 10-year, 1-hour design storm will receive equivalent to primary treatment and disinfection. Flows greater than the 10-year, 1-hour design storm will receive treatment to the extent possible from facilities designed for lesser flows. The location of Huntington's CSOs are shown on **Exhibit 5.1** in **Appendix 2**. In previous LTCP projects, Huntington has installed centrifugally cast, glass-fiber-reinforced, polymer mortar (CCFRPM) piping. The City likes the longevity and integrity of this type of pipe in the corrosive wastewater environment. All interceptor sewer alternatives that are evaluated in this LTCP Amendment will utilize CCFRPM pipe.

5.1 Project 7 – Interceptor Sewer from CSO Outfall 003 to CSO Outfall 014

Project #7 will require all CSO outfalls associated with alternatives 2, 3, and 4 to receive new control structures and fiber optics and will be installed within the same and connect to CSO's 003, 009, 010, 011, 013, 014 and 015. This will meet the LTCP level of control for these CSOs. The Fiber optic conduit will run from the WWTP to Lafontaine Street where it will continue down Market Street and connect to CSO's 003, 009, 010, 011, 013, 014, and 015.

5.1.1 Alternative 1 – No Action

The "No Action" Alternative consists of leaving the undersized interceptor sewer in place that carries combined sewage past control structures for CSOs 003, 009, 010, 012, 013, 014, and 016 to the wastewater treatment plant (WWTP). This would result in no reduction of CSO discharges. Due to Huntington entering into a State Judicial Agreement with the Indiana Department of Environmental Management to address its CSO discharges, the "No Action" Alternative is not a viable option for the City. This alternative will not be evaluated further.

5.1.2 Alternative 2 – 60-Inch Interceptor Sewer Alignment 1

Alternative 2 begins at the intersection of Market Street and La Fontaine Street and consists of a 60-inch interceptor sewer that begins at the CSO 003 control structure and extends east along Market Street to First Street (CSO 015 control structure). The sewer will intercept flows along the combined sewers upstream of the weirs for CSOs 009, 010, 012, 013, and 014. The interceptor sewer is sized to handle flows from a 10-year, 1-hour design storm for the upstream sewer area. All CSO outfalls associated with this alternative will receive new control structures and fiber optics will be installed within the same trench and connect to CSO's 003, 009, 010, 012, 013 and 014. The fiber optic cable will also be extended to CSO 015. This will meet the LTCP level of control for CSOs 003, 009, 010, 012, 013 and 014.

Costs for reconstructing both Lafontaine Street and Market Street have also been included in the cost estimate. These streets are heavily traveled roadways and are in need of repair in their current condition; it is anticipated that with heavy construction traffic coupled with connecting sanitary sewer laterals for each property along the project alignment will severely damage the existing sidewalks, curbs and asphalt. Because of this and the existing condition of the roads, curbs, and sidewalks, it is recommended that a complete reconstruction be considered.

Additional flow monitoring throughout the collection system in order to evaluate and confirm the correct pipe sizing will take place. This additional monitoring will take place in the Spring and Summer of 2021. It is anticipated that the monitoring costs are to be built into long-term financing of the project.

The proposed site layout for this alternative is shown in **Exhibit 5.2**, see **Appendix 2**. This alternative has a preliminary opinion of probable construction cost of **$11,740,000.** A detailed cost breakdown for Interceptor Sewer Route 1 is shown in **Appendix 3**.

5.1.3 Alternative 3 – 60-Inch Interceptor Sewer Alignment 2

Alternative 3 begins at the intersection of Market Street and La Fontaine Street and consists of a 60-inch interceptor sewer that begins from the CSO 003 control structure and extends north along La Fontaine Street to Park Drive. The alignment then turns east and continues along Park Drive to Byron Street.

Diversion structures will be installed to divert flows that would normally discharge to CSOs 009, 010, 012, 013, and 014 into the new interceptor sewer. Flow is diverted in the upstream section of the combined sewers. The interceptor sewer is sized to handle flows from a 10-year, 1-hour design storm for the upstream sewer area. All CSO outfalls associated with this alternative will receive a new control structure and fiber optics. This will meet the LTCP level of control for these CSOs. The Fiber optic conduit will run from the WWTP to Lafontaine Street where it will continue down Market Street and connect to CSO's 003, 009, 010, 011, 013, 014, and 015.

Costs for reconstructing both Park Drive and Lafontaine Street have also been included in the cost estimate. These streets are heavily traveled roadways and are in need of repair in their current condition; it is anticipated that with heavy construction traffic coupled with connecting sanitary sewer laterals for each property along the project alignment will severely damage the existing sidewalks, curbs and asphalt. Because of this and the existing condition of the roads, curbs, and sidewalks, it is recommended that a complete reconstruction be considered.

Additional flow monitoring is planned throughout the collection system in order to evaluate and confirm the correct pipe sizing. This additional monitoring will take place in the Spring and Summer of 2021. It is anticipated that the monitoring costs are to be built into long-term financing.

The proposed site layout for this alternative is shown in **Exhibit 5.3**, see **Appendix 2**. This alternative has a preliminary opinion of probable construction cost of **$9,610,000.** A detailed cost breakdown for the Interceptor Sewer Route 2 is shown in **Appendix 3**.

5.1.4 Alternative 4 – 60-Inch Interceptor Sewer Route 3

Alternative 4 begins at the intersection of Market Street and La Fontaine Street and consists of a 60-inch interceptor sewer that begins from the CSO 003 control structure and extends north along La Fontaine Street to Tipton Street. The alignment then turns east and continues along Tipton Street to Byron Street

Diversion structures will be installed to divert flows that would normally discharge to CSOs 009, 010, 012, 013, and 014 into the new interceptor sewer. The interceptor sewer is sized to handle flows from a 10-year, 1-hour design storm for the upstream sewer area. All CSO outfalls associated with this alternative will receive a new control structure and fiber optics. This will meet the LTCP level of control for these CSOs. The Fiber optic conduit will run from the WWTP to Lafontaine Street where it will continue down Market Street and connect to CSO's 003, 009, 010, 011, 013, 014, and 015.

Costs for reconstructing both Tipton Street and Lafontaine Street have also been included in the cost estimate. These streets are heavily traveled roadways and are in need of repair in their current condition; it is anticipated that with heavy construction traffic coupled with connecting sanitary sewer laterals for each property along the project alignment will severely damage the existing sidewalks, curbs and asphalt. Because of this and the existing condition of the roads, curbs, and sidewalks, it is recommended that a complete reconstruction be considered.

Additional flow monitoring is planned throughout the collection system in order to evaluate and confirm the correct pipe sizing. This additional monitoring will take place in the Spring and Summer of 2021. It is anticipated that the monitoring costs are to be built into long-term financing.

The proposed site layout for this alternative is shown in **Exhibit 5.4**, see **Appendix A**. This alternative has a preliminary opinion of probable construction cost of **$8,920,000.** A detailed cost breakdown for Interceptor Sewer Route 3 is shown in **Appendix 3**.

5.1.5 Sewer Separation of CSO Areas

The sewer separation alternative will addresses flows to the sewer sheds tributary to CSOs 003, 010, 011, 012, 013, 014, 015, and 016. The separation itself will consist of the installation of new sanitary sewers, manholes, and sewer laterals to each property. The existing collection system will remain to be used as storm sewer.

The proposed site layout for this alternative is shown in **Exhibit 5.5**, see **Appendix 2**. This alternative has a preliminary opinion of probable construction cost of **$50,300,000.** A detailed cost breakdown for Alternative 8 Sewer Separation is shown in **Appendix 3**.

5.1.6 In-line Pipe Storage

The opportunity to utilize in-line storage of CSO was evaluated as an alternative for the City of Huntington. A site along Tipton Street from Oak Street to First Street was evaluated as the location for inline storage. This site is approximately 2,500 linear feet. It was considered that 10-foot diameter piping be used for storage. This pipe would hold approximately 1.5 million gallons (MG). The hydraulic model of the collection system determined that 2.0 MG of storage would be necessary to meet the LTCP level of control at CSOs 009, 010, 012, 013, and 014. The evaluated in-line storage would not address CSOs 011, 015 and 016. Feasibility for construction of the 10-foot diameter pipe is limited due to the depth of the pipe to match the existing pipe invert with the crown of

the storage pipe. This is further complicated because of the existence of shallow rock. The inline storage pipe would not eliminate the need for a new larger interceptor sewer from CSO 003 to the WWTP. For these reasons, this alternative was eliminated from further consideration and costs were not developed.

5.1.7 Downtown Storage and Limited Sewer Size Increases

Downtown storage of combined sewage in a tank coupled with limited sewer size increases will meet the requirements of the LTCP in this project. However, due to limited property availability downtown and that it is undesirable to have a wastewater storage tank downtown, this alternative was eliminated from further consideration and costs were not developed.

5.1.8 Convert, Reuse, and/or Relocate Flint Creek

This alternative was initially considered, but was eliminated from further consideration due to regulatory issues with the conversion and because the pipe which contains Flint Creek is undersized. Costs were not developed for this alternative.

5.2 Control of CSO 016

Combined sewer overflow (CSO) Outfall 016 is not addressed by the new interceptor sewer because of its distance from CSOs 009, 010, 012, 013, and 014. CSO 016 was addressed in 2008 through an early action project of the LTCP. Since then, it has not met the level of control, the City has chosen to pro-actively address CSO 016. The alternatives below will address CSO 016.

5.2.1 Alternative 1 – No Action

The “No Action” Alternative consists of leaving CSO 016 open. This would result in no reduction of CSO discharges. Due to Huntington entering into a State Judicial Agreement with the Indiana Department of Environmental Management to address its CSO discharges, the “No Action” Alternative is not a viable option for the City. This alternative will not be evaluated further.

5.2.2 Alternative 2 - Extend Interceptor to Connect CSO 016

In order to capture the CSO 016 flows, a 36-inch interceptor sewer will be constructed beginning at the upstream structure from the new interceptor that serves CSO 014 (Project 7) at Byron Street extend northwest along Tipton Street and then turning to the west to the CSO 016 control structure at the intersection of Canfield and Division Streets. The interceptor sewer extension will be sized to handle flows from a 10-year, 1-hour design storm for the CSO 016 sewer shed area and control wastewater flows to meet LTCP requirements by transporting the flow to the WWTP.

Cost of reconstructing Tipton Street has been included in the cost estimate. Tipton Street is currently a small layer of asphalt over crumbling brick streets and it is anticipated that with heavy construction traffic coupled with connecting sanitary sewers for each property that it will severely damage the existing sidewalks, curbs and asphalt. Because of this and the existing condition of the roads, curbs and sidewalks, it is recommended that a complete reconstruction be considered.

The proposed site layouts for this alternative are shown in **Exhibit 5.6**, see **Appendix 2**. This alternative has a preliminary opinion of probable construction cost of **$4,050,000.** A detailed cost breakdown for Extend Interceptor to Connect CSO 016 is shown in **Appendix 3**.

5.2.3 Alternative 3 – Storage and Pump CSO 016

Flows from the control structure for CSO 016 outfall, located at the intersection of Division and Canfield, must be captured for treatment to meet the requirements of the LTCP. Alternative 3 consists of a storage tank that will be constructed on acquired vacant property in close proximity to the CSO 016 control structure. The hydraulic model of the collection system determined that 0.3 MG of storage would be necessary to meet the LTCP level of control at CSO 016. The underground tank or series of large diameter pipe will gravity fill. A new dewatering pump station will be constructed so the stored wastewater can be returned to the collection system when the WWTP has excess capacity. A flushing system would need to be evaluated to see if it is necessary.

The proposed site layout for this alternative is shown in **Exhibit 5.7**, see **Appendix 2**. This alternative has a preliminary opinion of probable construction cost of **$2,310,000.** A detailed cost breakdown for Storage and Pump CSO 016 is shown in **Appendix 3**.

5.2.4 Alternative 4 – Additional Sewer Separation in CSO 016 Sewer Shed

Another alternative evaluated for the CSO 016 sewer shed was sewer separation. The separation itself will consist of the installation of new sanitary sewers, manholes, and sewer laterals to each property. The existing collection system will remain to be used as storm sewer.

The proposed site layout for this alternative is shown in **Exhibit 5.8**, see **Appendix 2**. No additional combined sewers have been identified from old maps or as-builts. It is assumed that the entire area has been separated, at least on paper, however the overflows indicate this to not be the case. Due to the lack of information on where the additional combined sewers are located, as well as the effort that would have to be provided to identify such, no cost was developed for this alternative.

5.3 Project 8 – Interceptor Sewer from the WWTP to CSO Outfall 003

5.3.1 Alternative 1 – No Action

The “No Action” Alternative consists of leaving the undersized interceptor sewer in place that carries combined sewage past control structures for CSOs 003, 009, 010, 012, 013, 014, and 016 to the wastewater treatment plant (WWTP). This would result in no reduction of CSO discharges. Due to Huntington entering into a State Judicial Agreement with the Indiana Department of Environmental Management to address its CSO discharges, the “No Action” Alternative is not a viable option for the City. This alternative will not be evaluated further.

5.3.2 Alternative 2 – 72-Inch Interceptor Sewer Alignment 1

Alternative 2 begins downstream at the wastewater treatment plant (WWTP) and includes a 72-inch interceptor sewer that extends to the east along Hitzfield Street between the WWTP and the CSO 003 control structure. At the intersection of Hitzfield and the existing railroad tracks, this portion of the interceptor alignment will continue to the east and be installed parallel to the existing railroad tracks between the southern edge of the

railroad and the Wabash River until just west of LaFontaine Street. The alignment then turns to the north and crosses the railroad tracks perpendicularly in order to intercept CSO 003. If the proposed interceptor sewer is installed within the zone of influence of the railroad tracks, then permanent shoring will be required to protect the railroad tracks. The alignment continues to the east along Market Street and ends at the intersection with LaFontaine Street.

The proposed site layout for this alternative is shown in **Exhibit 5.9**, see **Appendix 2**. This alternative has a preliminary opinion of probable construction cost of **$14,490,000.** A detailed cost breakdown for Interceptor Sewer Route 1 is shown in **Appendix 3**.

5.3.3 Alternative 3 – 72-Inch Interceptor Sewer Alignment 2

Alternative 3 begins downstream at the wastewater treatment plant (WWTP) and includes a 72-inch interceptor sewer that extends to the east along Hitzfield Street between the WWTP and the CSO 003 control structure. At the intersection of Hitzfield and the existing railroad tracks, this portion of the interceptor alignment will continue to the east and be installed parallel to the existing railroad tracks between the southern edge of the railroad and the Wabash River for approximately 560 feet. The alignment then turns to the north and crosses the railroad tracks perpendicularly and then continues to the east along the north side of the railroad tracks until it meets Market Street. The alignment continues to the east along Market Street and ends at the intersections with La Fontaine Street.

The proposed site layout for this alternative is shown in **Exhibit 5.10**, see **Appendix 2**. This alternative has a preliminary opinion of probable construction cost of **$12,010,000.** A detailed cost breakdown for Interceptor Sewer Route 3 is shown in **Appendix 3**.

5.4 Project 9 – Disinfection of CSO Storage Tank

In a previous Long-Term Control Plan (LTCP) project, the City of Huntington constructed a 2.25 million gallon CSO tank at the WWTP that is utilized when influent flow rates exceed 15 MGD during wet weather events. If the capacity of the tank is exceeded, excess waste water overflows to the Rabbit Run Pump Station and is pumped to the river through CSO 004. After the rainfall event is over and WWTP influent flows decrease, the remaining volume in the tank is dewatered back to the headworks.

5.4.1 Alternative 1 – No Action

The “No Action” Alternative consists of not disinfecting CSO discharges below the level of control. The level of control in the approved LTCP is that all flows from the 1-year, 1-hour design storm receive full biological treatment. Flows greater than the 1-year, 1-hour design up to and including the 10-year, 1-hour design storm will receive equivalent to primary treatment and disinfection. Flows greater than the 10-year, 1-hour design storm will receive treatment to the extent possible from facilities designed for lesser flows. Disinfection of CSO discharge is required for these flows. Due to Huntington entering into a State Judicial Agreement with the Indiana Department of Environmental Management to address its CSO discharges, the “No Action” Alternative is not a viable option for the City. This alternative will not be evaluated further.

5.4.2 Alternative 2: Perform Disinfection in Existing CSO Storage Tank Using Hypochlorite

The proposed site layouts for this alternative are shown in **Exhibit 5.12**, see **Appendix 2.** Construction of Disinfection at CSO Storage Tank Alternative 2 includes a chemical building to store hypochlorite for disinfection and sodium bisulfite for dechlorination. Equipment added as a part of the project will be chlorination equipment on the influent side of the tank, and dechlorination equipment on the effluent side of the tank.

This alternative has a preliminary opinion of probable construction cost of **$2,950,000.** A detailed cost breakdown for CSO Disinfection using Hypochlorite is shown in **Appendix 3**.

5.4.3 Alternative 3: Perform Disinfection in Existing CSO Storage Tank Using Chlorine Gas

Construction of Disinfection at CSO Storage Tank Alternative 3 includes a chemical building to store chlorine gas for disinfection and sodium dioxide for dechlorination. Equipment added as a part of the project will be chlorination equipment on the influent side of the tank and dechlorination equipment on the effluent side of the tank.

This alternative has a preliminary opinion of probable construction cost of **$4,710,000.** A detailed cost breakdown for CSO Disinfection using Chlorine Gas is shown in **Appendix 3**.

5.5 Green Infrastructure Project

The original LTCP that was approved in 2010 included a discussion of a green infrastructure project. The green infrastructure project was estimated to cost $2,000,000. A specific project was not outlined. The City of Huntington included a green infrastructure as a part of LTCP Project #2. A pervious pavement trail was constructed along Frederick Street to reduce stormwater runoff. In 2013, Lochmueller Group completed a green infrastructure study to determine other potential projects for Huntington. It was determined that rain gardens along the interceptor sewer route were the most effective green infrastructure that could be constructed as a part of the remaining LTCP projects.

The collection system was modeled to determine the impacts of proposed LTCP projects on the volume of CSO discharge. The interceptor sewer project has been sized to transport all flows from the 10-year, 1-hour design storm to the WWTP. The addition of rain gardens along the interceptor sewer route did not impact the volume of runoff significantly enough to reduce the size of the interceptor sewer. The addition of rain gardens to the remaining LTCP projects pose additional expenses beyond the $2,000,000 construction cost. The operation and maintenance of the rain gardens are labor intensive and the City is not prepared to adequately maintain the rain gardens. The addition of rain gardens will significantly increase the wastewater maintenance costs while having minimal effect in reducing the volume of CSO discharges. It is for these reasons that the green infrastructure project has been removed from the LTCP.

6 PUBLIC PARTICIPATION

The City of Huntington have conducted public meetings to inform the public about this Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP) Amendment. The meetings were of both the Board of Public Works and the Common Council. A summary of each meeting is included below and the minutes of each meeting is included in **Appendix 4**.

6.1 Board of Public Works & Safety Meeting May 4, 2020

The Director of Engineering in Huntington recommended for acceptance the agreement to perform the LTCP Amendment and Preliminary Engineering Report to acquire funding for LTCP projects 7, 8 and 9. A motion was made to accept the agreement and was passed 5-0. The Mayor signed the agreement.

6.2 Regular Meeting of the Common Council November 10, 2020

A motion was made to approve on first reading Ordinance 14-C-20: "An Ordinance Authorizing the Acquisition, Construction and Installation of Certain Improvements of the Sewage Works System of the City of Huntington, Indiana, the Issuance of Revenue Bonds to Provide the Cost Thereof, the Collection, Segregation and Distribution of the Revenues of Such System, the Safeguarding of the Interest of the Owners of Such Revenue Bonds and Other Matters Connected Therewith, Including the Issuance of Notes in Anticipation of Such Bonds, and Repealing Ordinances Inconsistent Herewith". The engineering consultant and financial consultant made presentations to the Council relating to the projects and funding options. The motion passed 7-0.

6.3 Board of Public Works & Safety Meeting November 16, 2020

The Director of Engineering in Huntington presented the engineering agreement for design of the LTCP Projects #7, #8, and #9, plus fees for construction administration and inspection. A motion was made to approve the agreement and authorize the Mayor to sign. The motion was passed 5-0.

6.4 Regular Meeting of the Common Council November 24, 2020

A motion was made to approve on the second and final reading Ordinance 14-C-20: "An Ordinance Authorizing the Acquisition, Construction and Installation of Certain Improvements of the Sewage Works System of the City of Huntington, Indiana, the Issuance of Revenue Bonds to Provide the Cost Thereof, the Collection, Segregation and Distribution of the Revenues of Such System, the Safeguarding of the Interest of the Owners of Such Revenue Bonds and Other Matters Connected Therewith, Including the Issuance of Notes in Anticipation of Such Bonds, and Repealing Ordinances Inconsistent Herewith". The motion passed 7-0. Ordinance signed. It is estimated that the LTCP Project will be approved by the Board of Public Works & Safety early in 2021.

7 FINANCIAL CAPABILITY

There were no changes made to Section 7, Financial Capability Section of the previous Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP).

8 RECOMMENDED ALTERNATIVE AND IMPLEMENTATION SCHEDULE

8.1 Recommended Alternative Components

This Long-Term Control Plan (LTCP) Amendment proposes 4 capital projects for the City of Huntington. Project #7, CSO 016, and #8 are interceptor sewers to collect and transport combined sewage to the wastewater treatment plant (WWTP) for treatment. These projects include construction of a new interceptor sewer, manholes, structures, service laterals, fiber optics, utility relocation, roadway and sidewalk reconstruction and all appurtenances necessary to complete the project. Project #9 at the WWTP provides disinfection of CSO discharges from the existing CSO storage tank.

For Project #7 **Alternative #4** is recommended and Project #8, **Alternative #3** is recommended. These alternatives include the construction of a new interceptor sewer from the WWTP to CSO 014 (Byron Street) along Hitzfield, State, Lafontaine, and Tipton Streets. It also includes the reconstruction of all streets along the route, fiber optics along Market Street to each CSO and new CSO structures. The proposed site layouts for these alternatives are shown in **Exhibits 5.4 and 5.10,** see **Appendix 2**.

For CSO 016, **Alternative #2** is recommended which includes extending the interceptor constructed in Project #7 and #8 to CSO 016 to collect any overflows. The route will generally go east along Tipton Street from Byron Street. It will turn at Division Street to the west and terminate at CSO 016 at Canfield Street and Division Streets. This work is anticipated to be constructed at the same time as Project #7 and #8. Alternative #2 was selected by Huntington over Alternative #3 because of the issues in acquiring sufficient property to construct Alternative #3. Also, the City had planned to rehabilitate Tipton Street in the future and extension of the interceptor to CSO 016 and subsequent street reconstruction fit with those road rehabilitation plans. The proposed site layouts for this alternative are shown in **Exhibits 5.6**, see **Appendix 2**.

Project #9 includes the construction of a new chemical building at the WWTP that will be used to disinfect flows at the CSO Tank for those storms that are at or above the 1-year, 1-hour storm event. This project will include the construction of the building and any necessary site work or equipment that will be used to disinfect flows in the CSO Tank. The proposed site layouts for this alternative are shown in **Exhibits 5.12**, see **Appendix 2.**

An overall map of the proposed interceptor alignment can be found in **Exhibit 8.1** in **Appendix 2**.

8.2 Recommended Alternative Costs

The estimated cost of the four (4) projects is **$32,520,000** (**Appendix 3**). Non-construction costs for the recommended projects include administrative and legal fees, engineering, and project construction inspection. A summary of project costs is included below in **Table 8-1**.

TABLE 8-1 RECOMMENDED ALTERNATIVE COST SUMMARY

Item	Total Cost
Non-Construction Costs	
PER Development	$429,000
Asset Management	$65,000
Financial, Bond Counsel, Legal Counsel	$301,000

Item	Total Cost
Design, Bidding, Construction Administration	$3,690,000
Project Inspection	$995,000
Total Non-Construction Costs	$5,480,000
Construction Costs (includes 15% Contingency)	
Project #7 and #8: Interceptor WWTP to CSO 014	$20,190,000
CSO 016 Interceptor	$3,870,000
Project #9: CSO Tank Disinfection	$2,830,000
Additional CSO Monitoring	$150,000
Total Construction Costs	$27,040,000
Total Project Cost	$32,520,000

8.3 Recommended Alternative Schedule

The following table details the estimated project time and schedule for the proposed project.

TABLE 8-2 RECOMMENDED ALTERNATIVE IMPLEMENTATION SCHEDULE

Item No.	Project Description	Capital Cost ($)	Current Status	Completion Date	Notes
A	No Project - Monitoring Only	$30,000	Completed	2009	
B	No Project - Monitoring Only	$30,000	Completed	2010	
C	**Project #1 - WWTP Improvements**	$1,350,000	Completed	2011	Improvements include South Anaerobic Digester Cover
	Green Infrastructure Study	$48,500	Completed		Analysis of Proposed LTCP Projects to Incorporate Green Infrastructure
	Monitoring	$30,000	Completed		
D	No Project - Monitoring Only	$30,000	Completed	2012	
E	No Project - Monitoring Only	$30,000	Completed	2013	
F	**Project #2 - WWTP Improvements Phase I**	$12,019,000	Completed	2014	Improvements include Influent Screens, Grit Removal, Sludge Thickener, North Anaerobic Digester Cover, and Secondary Treatment.
G	**Project #3 - Rabbit Run Phase I**	$15,008,000	Completed		Includes CSO Screening Structure and CSO Storage Tank.
H	**Project #4 - Interceptors - Segment #2, Segment #3, and Segment #6**	$7,253,000	Completed		New Fredrick St. Interceptor. CSO 005 & 007 were addressed. CSO 006 was abandoned.
	Monitoring	$44,000	Completed		
I	No Project - Monitoring Only	$30,000	Completed	2015	
J	Replacement of CSO Flap Gates at all CSO Outfall Locations except CSO 008	$221,000	Completed	2016	
	Monitoring	$30,000	Completed		
K	No Project - Monitoring Only	$30,000	Completed	2017	
L	**Project #5 - WWTP Effluent Sewer Rehabilitation**	$1,408,000	Completed	2018	Project #5 includes rehabilitation of WWTP effluent sewer.
	Flap Gate Replacement at CSO 008 Outfall	-	Completed		Was constructed with Project #6 and included in that cost
	Monitoring	$30,000	Completed		
M	**Project #6 - CSO 008 Sewer Separation**	$4,039,700	Completed		Project #6 includes new storm sewers in CSO 008 service area.

Item No.	Project Description	Capital Cost ($)	Current Status	Completion Date	Notes
N	No Project - Monitoring Only	$30,000	Completed	2019	
O	No Project - Monitoring Only	$30,000	Completed	2020	
P	**Project #7 - Interceptor - Segment #5**	$8,830,000	In-Design	2023	Project #7 includes portion of North Side Interceptor from CSO 015 to CSO 003.
	Project #8 - Interceptor - Segment #4	$11,510,000	In-Design		Project #8 includes portion of North Side Interceptor from CSO 003 to WWTP.
	Project #9 - CSO Tank Disinfection	$2,830,000	In-Design		Disinfection Facility at CSO Storage Tank.
	CSO 016	$3,870,000	In-Design		Interceptor from Project #7 will be extended to pick up CSO 016.
	~~Green Infrastructure for Segment #5~~[1]	~~$0~~	Removed		
	Monitoring	$150,000	Ongoing		In-system flow monitoring to confirm flows.
Q	No Project - Monitoring Only	$30,000		2024-2026	
	Total Cost	**$68,941,200**			

Notes:

[1]Green Infrastructure is requested to be removed from LTCP.

8.4 Remaining Project

This LTCP Amendment addresses the remaining CSOs with the exception of CSO 011 and 015. The City is currently in the process of doing in-system flow monitoring to better define the alternatives for these two CSOs. An LTCP Amendment will be submitted once these projects have been identified. The project will be designed and constructed to meet the original LTCP implementation schedule.

9 POST-CONSTRUCTION COMPLIANCE PLAN

The below Post-Construction monitoring Compliance Plan replaces Section 9, Post-Construction Compliance Plan of the previous Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP).

The Huntington Wastewater Treatment Plant (WWTP) already has rain intensity gauges installed at the locations indicated on **Exhibit 4.1** in **Appendix 2** to report the volume and intensity of rainfall that causes an untreated CSO discharge. Flow monitoring will also be conducted for the CSO outfalls listed in the NPDES permit upon completion of the LTCP improvements in order to provide documentation of the CSO discharge volumes of untreated flows above the 10-year, 1-hour event. This information will be reported on IDEM's Bypass/Overflow Incident Report and the CSO Monthly Report of Operations (MRO). This post construction monitoring will continue to be performed by Huntington in perpetuity.

Huntington's WWTP will continue to be maximized at 15.0 MGD during wet weather events. When influent flows exceed 15.0 MGD, the 2.25 million gallon CSO tank will be put into use. The tank will be filled and if high influent flows continue then discharges from the tank will be disinfected prior to discharge to the Little River. All flows discharged from the CSO tank will receive equivalent to primary treatment and disinfection in accordance with IDEM'S Non-Rule Policy Document (NRPD) Water-016. The treated discharges from the CSO tank will be reported to IDEM on the Monthly Monitoring Report (MMR) to show that flows from up to and including the 10-year, 1-hour design storm receive treatment as required in NRPD Water -016, and to show that wastewater flows in excess of the 10-year, 1-hour design storm receive treatment to the extent possible by facilities designed for lesser flows.

APPENDIX 1: STATE JUDICIAL AGREEMENT

STATE OF INDIANA	)	IN THE HUNTINGTON CIRCUIT COURT
	) SS:	
COUNTY OF HUNTINGTON	)	CAUSE NO. 35C01 0709 CC 534
COMMISSIONER, INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT,	)	
Plaintiff,	)	
v.	)	
CITY OF HUNTINGTON,	)	
Defendant.	)	

AGREED JUDGMENT

WHEREAS, concurrent with the filing of this Agreed Judgment, Plaintiff, the Commissioner of the Indiana Department of Environmental Management ("IDEM") has filed a complaint (the "Complaint") in this civil action against the Defendant, the City of Huntington ("City"), in connection with the City's operation of its municipal wastewater and sewer system. The Complaint alleges that the City is in noncompliance with Title 13 of the Indiana Code, Title 327 of the Indiana Administrative Code Articles 2 and 5, and the City's National Pollutant Discharge Elimination System permit, including Attachment A (hereinafter collectively referred to as the "NPDES Permit") issued by IDEM pursuant to the Clean Water Act ("CWA"). IDEM seeks injunctive relief for the alleged noncompliance.

WHEREAS, the City denies any liability to IDEM arising out of the transactions or occurrences alleged in the Complaint.

WHEREAS, the City has made substantial progress toward compliance with Title 13 of the Indiana Code, Title 327 of the Indiana Administrative Code Articles 2 and 5, NPDES Permit, and the CWA, through numerous projects that have been completed over the last several years including projects listed in the Background Section of this Agreed Judgment.

//

WHEREAS, the City, owns and operates a wastewater collection system comprised of combined and sanitary sewers, which includes fifteen (15) combined sewer overflow ("CSO") outfalls, and the Huntington municipal wastewater treatment plant located at 20 Hitzfield Street Extended in Huntington, Indiana. The City is authorized by NPDES Permit No. IN0023132, to discharge wastewater to the receiving waters, the Little River and Flint Creek, in accordance with effluent limitations, monitoring requirements, and other conditions contained in the NPDES Permit.

WHEREAS, the NPDES Permit identifies fifteen (15) CSO outfalls in the City's sewage collection system, identified as Outfall Nos. 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015 and 016.

WHEREAS, IDEM records for the last three (3) years indicate that the City has reported discharges from CSO Outfalls listed in the NPDES Permit. All discharges were due to wet weather events. Such discharges were not provided with treatment, and therefore allegedly violated or threatened to violate the narrative effluent limitations contained in the NPDES Permit.

WHEREAS, Pursuant to the NPDES Permit, the City was required to submit to IDEM, a CSO Long-Term Control Plan ("LTCP"). The City has been working with IDEM in an effort to have a LTCP approved that contains, among other elements, the following:

a. a description of the control/treatment measures that will be implemented by the City so that discharges from its CSO outfalls comply with the water quality based and technology based requirements of the CWA and State law, along with a schedule, that includes specific milestone dates, for implementation of the control/treatment measures; and

b. a description of the post-construction compliance monitoring program that will be implemented by the City in order to determine whether the control/treatment measures, upon implementation, are adequate to comply with the water quality-based and technology-based requirements of the CWA and State law, along with a schedule, that includes specific milestone dates for implementation of the post-construction compliance monitoring program.

WHEREAS, the City has submitted to IDEM, and IDEM has accepted, the Work Plan included as Attachment 1 to this Agreed Judgment. The Work Plan contains tasks and a schedule for revising the LTCP and submitting a final LTCP.

WHEREAS, the Parties agree and the Court, by entering this Agreed Judgment, finds, that settlement of these matters, without protracted litigation, is fair, reasonable, and in the public interest.

NOW THEREFORE, before the taking of any testimony, without any admission by the City of any facts beyond those that the Parties have explicitly agreed to in this Agreed Judgment, and with the consent of the Parties, it is hereby ORDERED:

BACKGROUND

- Joe Street Project Phase I – approximately 6000' of storm sewer and road reconstruction on south side of City (outfall w/10' box culvert mainline).
- Joe Street Phase II – approximately 2700' of storm sewer and road reconstruction on the south side of City (10' box culvert mainline then reduced down).
- South Side Storm Sewer Phase I – approximately 2200' of storm sewer separation on south side of City.
- South Side Storm Sewer Phase II – approximately 1100' of storm sewer separation on south side of City.

- South Side Storm Sewer Phase IIA – approximately 1200' of storm sewer separation on south side of City.
- NE Storm Sewer Project – storm sewer separation of approximately 160 acres of the NE part of the City.
- Purchase of "Lagoon Property" – after initial filing of LTCP the City purchased approximately 20 acres on the south side of the Little River, across from WPC, to collect all "overflow" from south side of City to treat.

JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to Ind. Code §§ 13-30-4-1 and 13-14-2-6. The Complaint states claims upon which relief can be granted under Title 327 of the Indiana Administrative Code, Articles 2 and 5. Venue is proper in this Court as the City of Huntington is located in Huntington County.

APPLICABILITY

2. The provisions of this Agreed Judgment shall apply to and be binding upon the State of Indiana, and the City and its officers, directors, agents, employees, successors, contractors and assigns and any person having notice of this Agreed Judgment who is, or will be acting on behalf of or in concert or participation with the City. The City shall provide a copy of this Agreed Judgment to any successor in interest at least thirty (30) days prior to transfer of that interest, and simultaneously shall verify in writing to IDEM that such notice has been given. Any sale or transfer of the City's interests in its wastewater treatment facilities shall not in any manner relieve the City of its responsibilities for meeting the terms and conditions of this Agreed Judgment. In any action to enforce this Agreed Judgment, the City shall not raise as a defense

the failure by any of its officers, directors, agents, employees, successors, assigns or contractors to take actions necessary to comply with the Agreed Judgment.

OBJECTIVE

3. All plans, measures, reports, construction, maintenance, operational requirements and other obligations in this Agreed Judgment or resulting from the activities required by this Agreed Judgment shall have the objective of allowing the City to achieve and maintain compliance with applicable State law and the terms and conditions of the City's NPDES Permit.

REVISION OF LONG TERM CONTROL PLAN

4. The City shall revise the LTCP. The LTCP shall provide for the construction and implementation of all facility and sewer system improvements and other measures necessary so that CSO discharges from all CSO discharge outfalls comply with the technology based and water quality based requirements of the CWA, state law and regulation, and the City's NPDES Permit.

5. The City shall submit the revised LTCP in accordance with the schedule set forth in Attachment 1, which is a Work Plan prepared by the City and approved by IDEM. The Work Plan describes the tasks required and the schedules for revising and submitting for approval the LTCP. The City may seek to amend or revise the Work Plan in accordance with applicable laws, rules, policy and this Agreed Judgment. Upon the City's receipt of IDEM's approval of any amendment or revision to the Work Plan, or upon resolution of any disputes pursuant to the Dispute Resolution provisions of this Agreed Judgment concerning a proposed revision to the Work Plan, the revised Work Plan (including any additional post-construction monitoring and modeling) shall supersede the schedule contained in Attachment 1, any previously revised Work Plan, or any previously-approved extension of deadlines, and the City shall implement the

revised Work Plan (including any additional post-construction monitoring and modeling that may be included in the revised Work Plan) in accordance with the schedule in the approved revised Work Plan. Upon the City's receipt of IDEM's approval of the LTCP, the schedule contained in the approved LTCP shall supersede the attached Work Plan and any revisions thereto.

COMPLIANCE AND IMPLEMENTATION OF THE APPROVED LONG TERM CONTROL PLAN

6. The City shall comply with 327 IAC 5-2-8(1), 327 IAC 2-1-6(a)(1), IC 13-18-4-5, IC 13-30-2-1, and all parts of the NPDES Permit.

7. Beginning on the Effective Date of this Agreed Judgment, and continuing during revision and implementation of the LTCP pursuant to this Agreed Judgment, the City shall, at all times, operate its sewage collection system and wastewater treatment system as efficiently and effectively as possible.

8. Upon approval by IDEM, the City shall implement the LTCP, in accordance with the implementation schedule specified in the approved LTCP. In the event that the implementation schedule determined by the approved LTCP is before September 31, 2029, the date in the approved LTCP shall apply.

9. The City may seek to amend or revise the approved LTCP in accordance with applicable laws, rules, policy and this Agreed Judgment. Upon the City's receipt of IDEM's approval of any amendment or revision to the LTCP, or upon resolution of any disputes pursuant to the Dispute Resolution provisions of this Agreed Judgment concerning a proposed revision to the LTCP, the revised LTCP (including any additional post-construction monitoring and modeling) shall supersede the schedule contained in any previously approved LTCP or revised LTCP, or any previously-approved extension of deadlines, and the City shall implement the

revised LTCP (including any additional post-construction monitoring and modeling) in accordance with the schedule in the approved revised LTCP.

IDEM APPROVAL OF SUBMISSIONS

10. The City shall notify IDEM, in writing, within thirty (30) days of completion of each action or milestone contained in Attachment 1 or any subsequent Work Plan and any task or plan approved by IDEM pursuant to this Agreed Judgment. The notification shall include a description of the action completed and the date it was completed, and a progress report that contains a summary of the activities undertaken to complete the task. The City shall respond to any IDEM comments regarding the report, within the timeframe required by IDEM. The Parties agree that IDEM shall provide a reasonable response time and that the City may, for cause, request a reasonable extension thereof.

11. In the event that the City is unable to complete a task as specified in the Work Plan, the City shall notify IDEM in writing no later than fourteen (14) days prior to the task deadline. This notification shall include a description of the task, justification for why the deadline will be missed and a Task Compliance Plan ("Task CP") that includes a new deadline.

12. The City, upon receipt of written notification from IDEM of approval of the Task CP, shall immediately implement the approved Task CP and adhere to the schedules contained herein. The approved Task CP shall be incorporated into this Agreed Judgment and shall be deemed an enforceable part thereof.

13. Within sixty (60) days after completion of each post-construction monitoring phase of the approved LTCP, the City shall submit to IDEM, for review and approval, a report that contains a summary of the data gathered as a result of the post-construction compliance monitoring and an evaluation of the success of the phase in meeting the goals of the LTCP. The

City shall respond to any IDEM comments regarding the report, within the timeframe required by IDEM. The Parties agree that IDEM shall provide a reasonable response time and that the City may, for cause, request a reasonable extension thereof.

14. Upon implementation of the approved LTCP, in the event that data resulting from CSO monitoring or other information indicates that the approved TCP is not adequate to comply with the technological and water quality based requirements of the CWA, the City shall, within ninety (90) days of becoming aware of such inadequacy, develop and submit to IDEM, for approval, a CSO Compliance Plan ("CSO CP") that identifies (a) additional measures that will be implemented by the City; and (b) the post-construction compliance monitoring program that will be implemented by the City in order to determine whether the additional measures, upon implementation, are adequate, along with a schedule, that includes specific milestones.

15. The CSO CP is subject to IDEM approval. Following receipt of the CSO CP, IDEM may, in writing (a) approve all of or any portion of the CSO CP; (b) approve all or a portion of the CSO CP upon specified conditions; (c) disapprove of all or any portion of the CSO CP, notifying the City of deficiencies in the CP and granting the City additional time within which to correct the deficiencies; (d) modify the submission to correct deficiencies; or (e) reject all or any portion of the CP.

16. The City, upon receipt of written notification from IDEM of approval of the CSO CP, shall immediately implement the approved CSO CP and adhere to the schedules contained therein. The approved CSO CP shall be incorporated into this Agreed Judgment, superseding those portions addressing the same issues, and shall be deemed an enforceable part thereof.

17. In the event that a Use Attainability Analysis ("UAA") is denied, the City shall, within ninety (90) days, develop and submit to IDEM, for approval, a CSO CP as stated above in Paragraphs 14, 15, and 16.

18. The provisions of Order Paragraphs 14, 15, and 16 shall continue to apply until post-construction monitoring indicates to IDEM that water quality standards are being met.

FUNDING

19. The City may seek all reasonable means of funding, including Federal and State grant funding assistance. However, compliance with the terms of this Agreed Judgment is not conditioned on the receipt of Federal or State funds. In addition, failure to comply is not excused by the lack of Federal or State funds, or by the processing of any applications for the same.

COMMUNICATIONS

20. All submittals required by this Order, unless notified otherwise in writing, shall be sent to:

Cyndi Wagner, Chief, Wet Weather Section
Indiana Department of Environmental Management
Office of Water Quality – Mail Code 65-42
100 North Senate Avenue
Indianapolis, IN 46204-2251

STIPULATED PENALTIES

21. In the event the terms and conditions of the following Agreed Judgment paragraphs are violated, the IDEM may assess and the City shall pay a stipulated penalty in the following amount:

Order Paragraph Number	*Violation*	Penalty Amount
5	Failure to develop the LTCP and adhere to the milestone dates set forth in the schedule in Attachment 1 or the schedule then in effect.	$500 per each week or part thereof late

8	Failure to implement the approved LTCP and adhere to the milestone dates set forth in the schedule in the approved LTCP.	$500 per each week or part thereof late
10	Failure to notify IDEM, in writing, within thirty (30) days of completion of each action contained in the approved LTCP and any plan approved by IDEM pursuant to this Agreed Judgment.	$250 per each week or part thereof late
10	Failure to timely submit report.	$500 per each week or part thereof late
10	Failure to timely address any IDEM comments within the applicable timeframe set by IDEM.	$500 per each week or part thereof late
14	Failure to timely submit a complete and sufficient CSO CP.	$500 per each week or part thereof late
15	Failure to timely revise and resubmit the CSO CP in accordance with written notice by IDEM.	$500 per each week or part thereof late
16	Failure to comply with any milestones contained in the schedule set forth in the approved CSO CP.	$500 per each week or part thereof late

22. Stipulated penalties shall be due and payable within thirty (30) days after the City receives written notice that the IDEM has determined a stipulated penalty is due. Assessment and payment of stipulated penalties shall not preclude the IDEM from seeking any additional non-monetary relief against the City for violation of the Agreed Judgment. In lieu of any of the stipulated penalties given above, the IDEM may seek any other remedies or sanctions available by virtue of the City's violation of this Agreed Judgment, or Indiana law, including but not limited to civil penalties pursuant to IC 13-30-4.

23. Stipulated penalties are payable by check to the Environmental Management Special Fund. Checks shall include the Case Number of this action and shall be mailed to:

Indiana Department of Environmental Management
Cashiers Office – Mail Code 50-10C
100 N. Senate Avenue
Indianapolis., IN 46204-2251

24. In the event that any stipulated amount assessed pursuant to Paragraph Nos. 21 and 22 is not paid within thirty (30) days of notice that it is due, the City shall pay interest on the unpaid balance at the rate established by IC 24-4.6-1-101. The interest shall continue to accrue until the stipulated penalty is paid in full.

FORCE MAJEURE

25. If any event occurs that causes or may cause the City to violate any provision or requirement of this Agreed Judgment, the City shall notify IDEM in writing within fourteen (14) days from the date the City first knew, or in the exercise of reasonable diligence should have known, that compliance with the Agreed Judgment would be prevented or delayed. The notice shall reference this Section of the Agreed Judgment and shall describe in detail the anticipated length of time the violation may persist, the precise cause or causes of the violation, the measures taken or to be taken by the City to prevent or minimize the violation and the timetable by which those measures will be implemented. The City shall adopt all reasonable measures to avoid or minimize any such violation. The City shall make all reasonable efforts to identify events that cause or may cause a violation of this Agreed Judgment. Failure by the City to comply with the notice requirements of this Paragraph shall constitute a waiver of the City's rights to obtain an extension of time or other relief under this Section based on such incident.

26. If IDEM agrees that the violation has been or will be caused by circumstances beyond the control of the City or any entity controlled by it, including its consultants and contractors, and that the City could not have prevented such violation, the time for performance of the requirement in question shall be extended for a period not to exceed the actual delay resulting from such circumstance, and stipulated penalties shall not be due for such delay or non-compliance. In the event IDEM does not agree that the violation was caused by circumstances

beyond the control of the City and notifies the City of such determination, the City may invoke the dispute resolution provisions in this Agreed Judgment.

27. If the City invokes dispute resolution and IDEM or the Court determines that the violation was caused by circumstances beyond the control of the City or any entity controlled by it, and that the City could not have prevented such violation, the City shall be excused as to that violation, but only for the period of time the violation continues due to such circumstances.

28. The City shall bear the burden of proving that any delay or violation has been or will be caused by circumstances beyond its control, and that the City could not have prevented such violation, as set forth above. The City shall also bear the burden of establishing the duration and extent of any delay or violation attributable to such circumstances, that such duration or extent is or was warranted under the circumstances and that, as a result of the delay, a particular extension period is appropriate. An extension of one compliance date based on a particular circumstance beyond the City's control shall not automatically extend any subsequent compliance date or dates.

29. Changed financial circumstances, unanticipated, increased costs or expenses associated with implementation of this Agreed Judgment shall not serve as a basis for excusing violations or granting extensions of time under this Agreed Judgment, except as expressly provided in Force Majeure.

30. Failure to apply for a required permit or approval or to provide in a timely manner all information required to obtain a permit or approval that is necessary to meet the requirements of this Agreed Judgment shall not, in any event, serve as a basis for excusing violations of or granting extensions of time under this Agreed Judgment. However, a permitting authority's

failure to act in a timely manner on an approvable permit application may serve as a basis for an extension under the force majeure provisions of this Agreed Judgment.

31. The City shall make a showing of proof regarding the cause of each delayed incremental step or other requirement for which an extension is sought. The City may petition for the extension of more than one compliance date in a single request.

DISPUTE RESOLUTION

32. This Court shall retain jurisdiction of this matter for the purposes of implementing and enforcing the terms and conditions of this Agreed Judgment and for the purpose of adjudicating all disputes among the Parties that may arise under the provisions of this Agreed Judgment. Any dispute that arises with respect to the meaning, application, implementation, interpretation, amendment or modification of this Agreed Judgment, or with respect to the City's compliance herewith (including the adequacy of the City's performance of the control measures and adequacy of the submittals required by this Agreed Judgment) or any delay hereunder, the resolution of which is not otherwise expressly provided for in this Agreed Judgment, shall in the first instance be the subject of informal negotiations. If any Party believes it has a dispute with any other Party, it shall notify all the other Parties in writing, including notice to the Indiana Attorney General, setting forth the matter(s) in dispute, and the Parties will proceed initially to resolve the matter in dispute by informal means. Such period of informal negotiations shall not exceed thirty (30) days from the date the notice was sent, unless the Parties agree otherwise.

33. If the informal negotiations are unsuccessful, the position of the IDEM shall control unless, within twenty (20) days after the conclusion of the informal negotiation period, the City invokes the formal dispute resolution procedures of this Section by serving on IDEM a

written statement of position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation.

34. Within thirty (30) days of receiving the City's statement of position under Paragraph 33, the IDEM will serve on the City its written statement of position, including any supporting factual data, analysis, opinion, or documentation.

35. An administrative record of the dispute shall be maintained by IDEM and shall contain all statements of position, including supporting documentation, submitted pursuant to Paragraphs 33 and 34.

36. IDEM's statement of position shall be binding upon the City unless the City files a petition with the Court describing the nature of the dispute and a proposal for its resolution. The City's petition must be filed no more than twenty (20) days after receipt of IDEM's statement of position. IDEM shall then have thirty (30) days to file a response setting forth their position and proposal for resolution. In any such dispute, the petitioner shall have the burden of proof, and the standard of review shall be that provided by applicable law.

37. Submission of any matter to the Court for resolution shall not extend any of the deadlines set forth in this Agreed Judgment, unless the Parties agree to such extension in writing or the Court allows the extension upon motion.

38. Stipulated penalties with respect to any disputed matter (and interest thereto) shall accrue in accordance with Paragraphs 21 and 22; however, payment of stipulated penalties, and any accrued interest, shall be stayed pending resolution of the dispute, as follows:

(a) If the dispute is resolved by informal agreement before appeal to this Court, accrued penalties (and interest), if any, determined to be owed shall be paid within sixty (60) days of the agreement or the receipt of IDEM's final position in writing.

(b) If the dispute is appealed to this Court and the IDEM prevails in whole or in part, the City shall pay all accrued penalties (and interest) determined to be owed within sixty (60) days of the Court's decision or order.

(c) In the event of an appeal, the City shall pay all accrued penalties (and interest) determined to be owed within sixty (60) days after a final decision no longer subject to judicial review has been rendered.

RIGHT OF ENTRY

39. IDEM, and its representatives, contractors, consultants, and attorneys shall have the right of entry into and upon the City's waster treatment facility and sewer system, at all reasonable times, upon proper presentation of credentials, for the purposes of:

(a) Monitoring the progress of activities required by this Agreed Judgment;

(b) Verifying any data or information required to be submitted pursuant to this Agreed Judgment;

(c) Obtaining samples and, upon request, splits of any samples taken the City or its consultants. Upon request, the City will be provided with splits of all samples taken by the IDEM; and

(d) Otherwise assessing the City's compliance with this Agreed Judgment, the City's Current Permits, the CWA or applicable State law.

This Section in no way limits or affects any right of entry and inspection held by IDEM pursuant to applicable Federal or State laws, regulations, or permits.

CERTIFICATION

40. Any report, plan, or other submission that the City is required by this Agreed Judgment to submit shall be signed by an official or authorized agent of the City and shall include the following certification:

I certify under penalty of law that the document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

41. The City or IDEM shall not object to the admissibility into evidence of any report, plan, or other submission prepared in accordance with this Paragraph or the information contained in said reports in any proceeding initiated by any of the Parties to this Agreed Judgment to enforce this Agreed Judgment. Notwithstanding the above, the City or IDEM may seek in accordance with applicable law to submit any contradictory or other evidence as to any matter affected by the evidence referred to in the preceding section in any proceeding to enforce this Agreed Judgment.

NOT A PERMIT/COMPLIANCE WITH OTHER STATUTES/REGULATIONS

42. This Agreed Judgment is not and shall not be construed as a permit, or a modification of any existing permit, issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342, or State law, nor shall it in any way relieve the City of its obligations to obtain permits for its wastewater treatment facilities, sewer system, or modifications thereto, and to comply with the requirements of any NPDES permit or with any other applicable Federal or State law or regulation, including the obligation to obtain facility construction permits pursuant to Title 327 of the Indiana Administrative Code, Article 3. Any new permit, or modification of existing

permits, must be complied with in accordance with applicable Federal and State laws and regulations.

43. Nothing herein, including the incorporation of the CSO Control Measures specified in Attachment 1 into this Agreed Judgment, or IDEM's review or approval of any plans, reports, policies or procedures formulated pursuant to this Agreed Judgment (including any Revised CSO Control Measures Plan), shall be construed as relieving the City of the duty to comply with the CWA, the regulations promulgated there under, and all applicable permits issued there under, or as relieving the City of its duty to comply with applicable state law.

EFFECT OF COMPLIANCE

44. IDEM does not, by its consent to the entry of this Agreed Judgment, warrant or aver in any manner that the City's complete compliance with this Agreed Judgment will result in compliance with the provisions of the CWA, 33 U.S.C. §§ 1251 et seq., applicable state law, or the City's NPDES Permits.

EFFECT OF AGREED JUDGMENT AND NON-WAIVER PROVISIONS

45. Except as provided in paragraph 22, nothing contained in this Agreed Judgment shall be construed to prevent or limit IDEM's rights to obtain penalties or further or additional injunctive relief under State statutes or rules, including, but not limited to, criminal punishment under applicable State laws and rules respectively except as expressly specified herein.

46. This Agreed Judgment resolves the civil claims of IDEM for civil penalties and injunctive relief for the violations alleged in the Complaint filed herein through the date of entry of this Agreed Judgment.

47. IDEM further reserves all rights against the City with respect to any violations by the City that occur after the date of lodging of this Agreed Judgment; and/or for any violations of

applicable state law not specifically alleged in the Complaint filed herein, whether they occurred before or after the date of lodging of this Agreed Judgment.

48. The Parties agree that the City is responsible for achieving and maintaining complete compliance with all State laws, rules, and permits, and that compliance with this Agreed Judgment shall be no defense to any actions commenced by IDEM pursuant to said laws, regulations, or permits, except as set forth in this Agreed Judgment.

49. This Agreed Judgment does not limit or affect the rights of the Parties as against any third parties that are not Parties to this Agreed Judgment. The Parties recognize that this Agreed Judgment resolves only matters between IDEM and the City and that its execution does not preclude the City from asserting any legal or factual position in any action brought against it by any person or entity not a Party to this Agreed Judgment.

50. IDEM reserves any and all legal and equitable remedies available to enforce the provisions of this Agreed Judgment.

51. This Agreed Judgment shall not limit any authority of IDEM under any applicable statute or regulation, including the authority to seek information from the City, to require monitoring, to conduct inspections, or to seek access to the property of the City; nor shall anything in this Agreed Judgment be construed to limit the authority of IDEM to undertake any action against any person, including the City, in response to conditions that may present an imminent and substantial endangerment to the environment or to the public health or welfare.

52. Obligations of the City under the provisions of this Agreed Judgment to perform duties scheduled to occur after the signing, but prior to the date of entry, shall be legally enforceable from the date this Agreed Judgment is signed by the City. Liability for stipulated penalties, if applicable, shall accrue for violation of such obligations and payment of such

stipulated penalties may be demanded by the IDEM as provided in this Agreed Judgment. The contempt authority of this Court shall also extend to violations of such obligations.

COSTS OF SUIT

53. Each Party shall bear its own costs and attorneys' fees with respect to matters related to this Agreed Judgment.

MODIFICATION

54. Except as provided below, there shall be no material modification of this Agreed Judgment, Exhibits attached to this Agreed Judgment, or the submittals approved under this Agreed Judgment without written approval by the Parties and the Court. Any non-material modification of this Agreed Judgment, its Exhibits, or approved submittals shall be in writing and signed by the Parties. Any modifications to the attached Exhibits or subsequently approved submittals that are specifically allowed under the terms of those Exhibits or submittals may be made in accordance with the terms of those Exhibits or approved submittals. All modifications, whether material or non-material, shall be deemed an enforceable part of this Agreed Judgment.

CONTINUING JURISDICTION

55. The Court shall retain jurisdiction to enforce the terms and conditions and achieve the objectives of this Agreed Judgment and to resolve disputes arising hereunder as may be necessary or appropriate for the construction, modification, implementation or execution of this Agreed Judgment.

TERMINATION

56. Upon motion filed with the Court by IDEM or the City, the Court may terminate the terms of this Agreed Judgment after each of the following has occurred:

(a) The City has achieved compliance with all provisions contained in this Agreed Judgment, and subsequently has maintained satisfactory compliance with each and every provision for twelve consecutive months;

(b) The City has paid all penalties and other monetary obligations due hereunder and no penalties or other monetary obligations due hereunder are outstanding or owed to IDEM; and

(c) At least one hundred twenty (120) days prior to filing the motion, the City has certified to IDEM that it has complied with the terms of this Agreed Judgment and has provided sufficient documentation to IDEM to support its certification.

SIGNATORIES/SERVICE

57. The Indiana Deputy Attorney General signing this Agreed Judgment, on behalf of the State of Indiana and IDEM, and the undersigned representative of the City each certifies that he or she is authorized to enter into the terms and conditions of this Agreed Judgment and to execute and bind legally such Party to this document.

58. The Parties agree that the City need not file an answer to the Complaint in this action unless or until the Court expressly declines to enter this Agreed Judgment.

FINAL JUDGMENT

59. Upon approval and entry of this Agreed Judgment by the Court, this Agreed Judgment shall constitute the final judgment of the Court between IDEM and the City.

THE UNDERSIGNED PARTIES enter into this Agreed Judgment:

FOR THE STATE OF INDIANA
STEVE CARTER
Attorney General of Indiana

By: _____ DATED: 9-17-2007

Sierra L. Cutts, Deputy Attorney General
Office of the Attorney General
Indiana Government Center South, 5th Floor
302 West Washington Street
Indianapolis, Indiana 46204

FOR IDEM

_____ DATED: 9-20-2007

THOMAS W. EASTERLY, Commissioner
Indiana Department of Environmental Management
100 North Senate Avenue, IGCN 1301
Indianapolis, Indiana 46204

FOR THE CITY OF HUNTINGTON

_____ DATED: 9-11-2007

Representative of City of Huntington

The Court finds there is no just reason for delay and therefore approves and enters this Agreed Judgment as a final judgment.

SO ORDERED this _____ day of _____, 2007.

_____

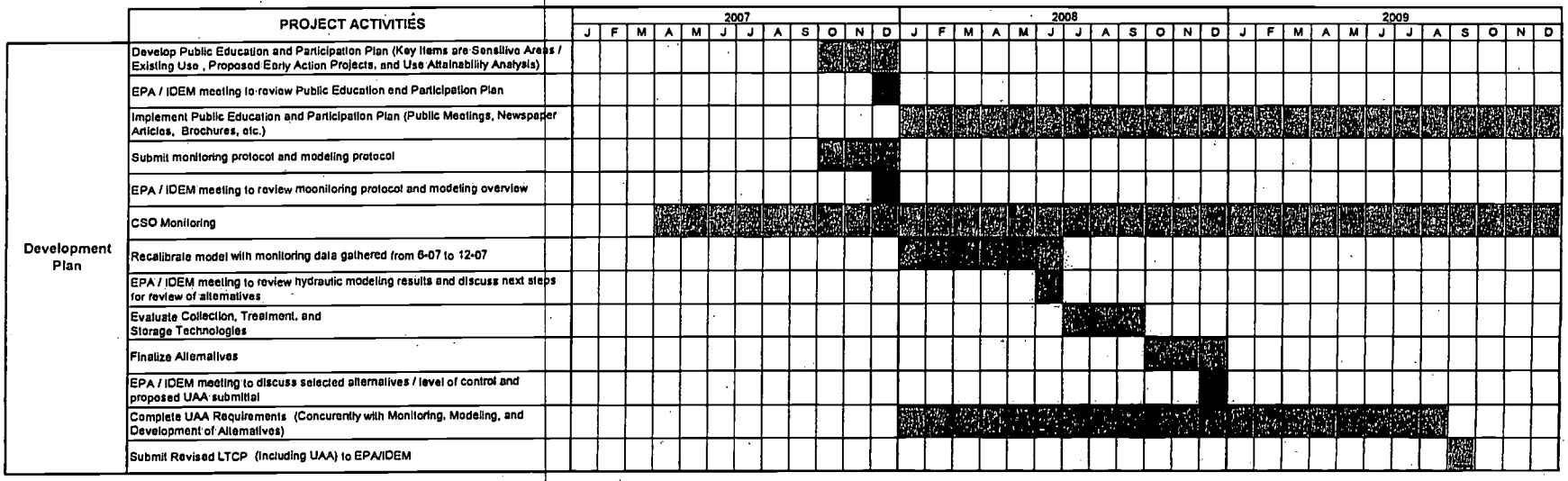
Judge, Huntington Circuit Court

Distribution:

Sierra L. Cutts, Indiana Attorney General's Office, 302 West Washington Street, IGCS, 5th Floor, Indianapolis, Indiana 46204

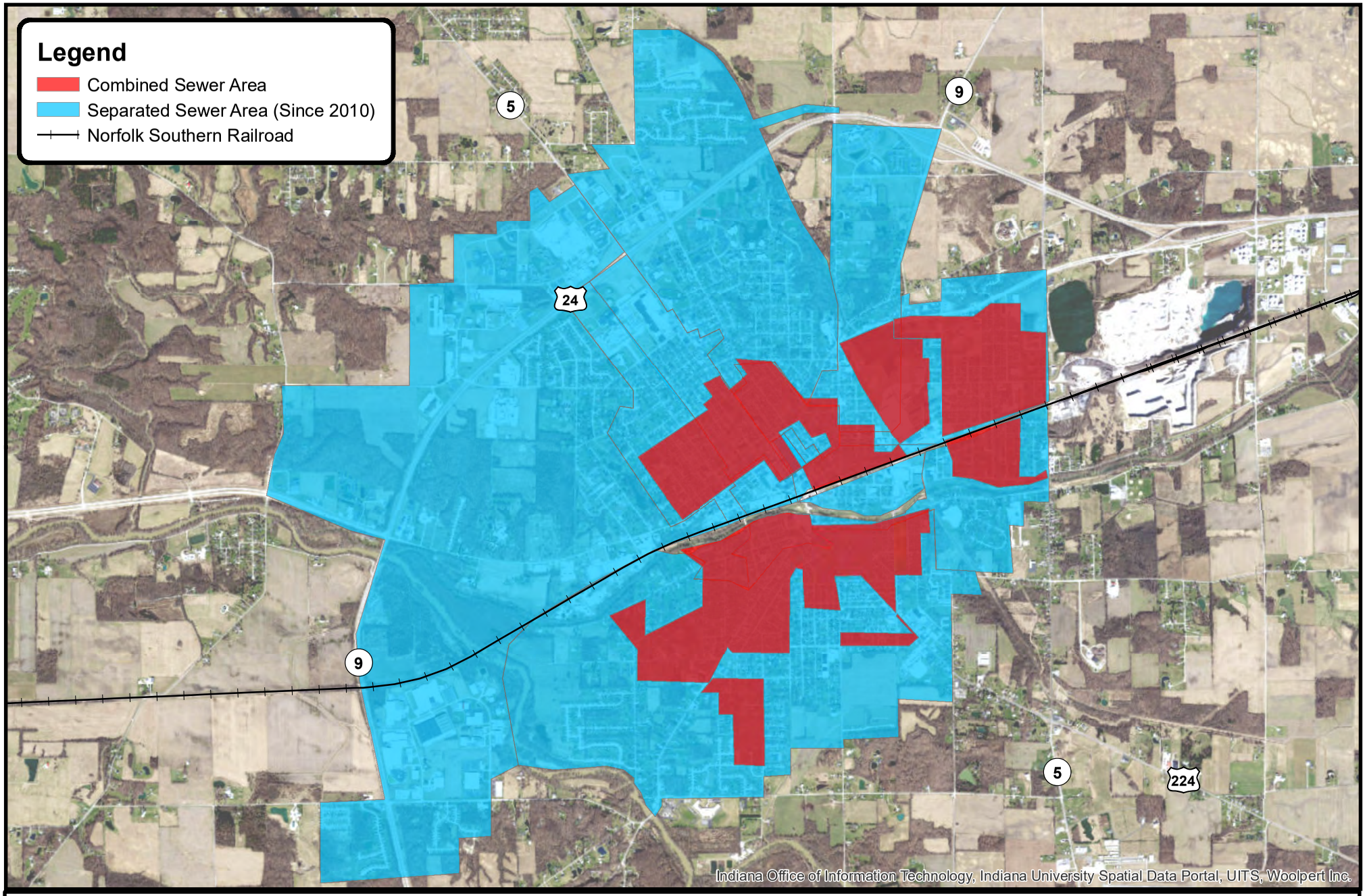
City Attorney, City of Huntington, Indiana, c/o Clerk-Treasurer, 300 Cherry Street, Huntington, Indiana 46750

Work Plan For Huntington Long Term Control Plan



P:\26002663\State Judicial Agreement\project schedule, revised 9-17-07.xls

APPENDIX 2: EXHIBITS



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0 1,650 3,300 6,600 Feet

Exhibit 1.1
Combined and Separated Sewer Areas
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

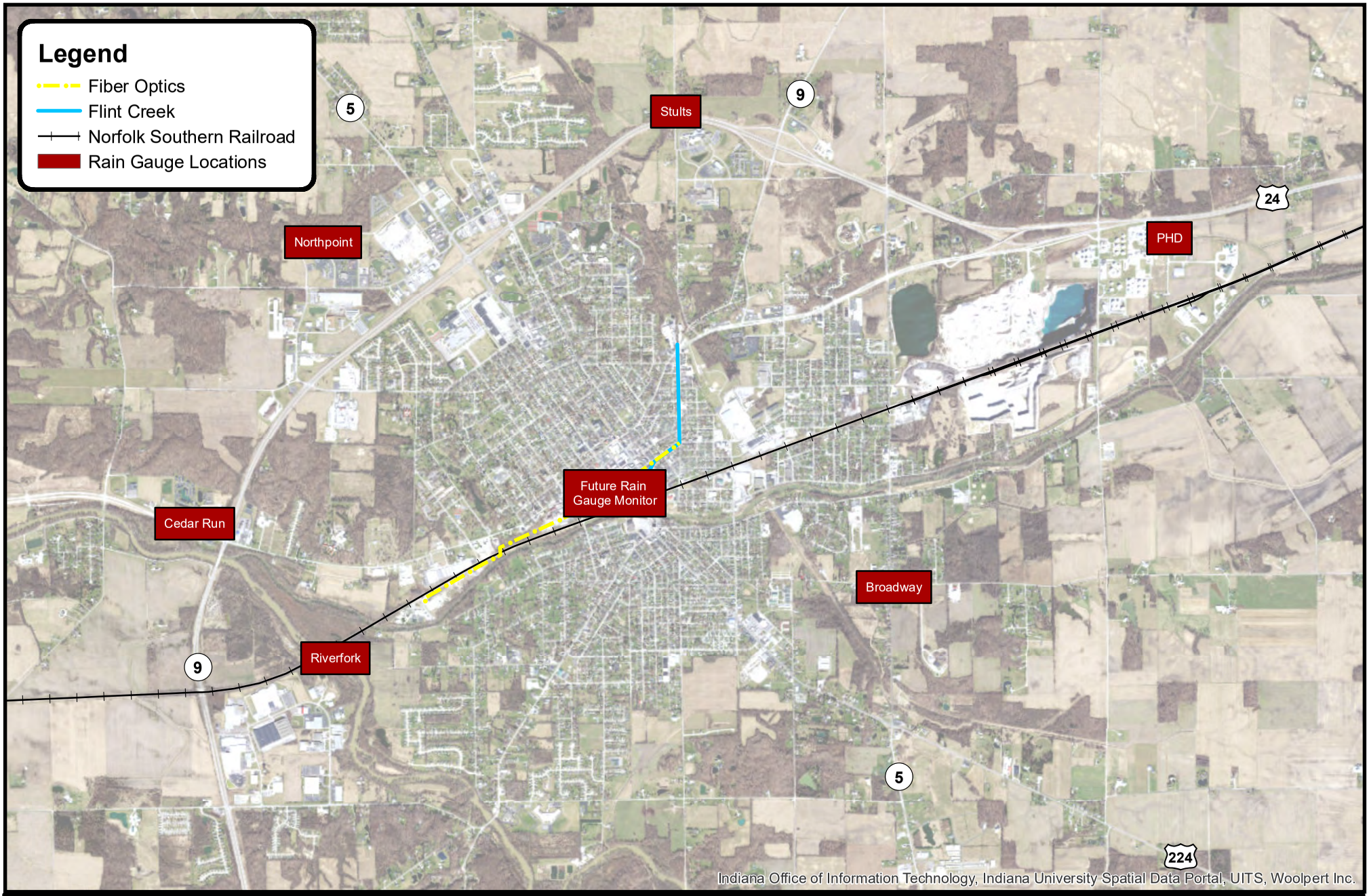

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Exhibit 4.1
Huntington Rain Gauge Locations
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

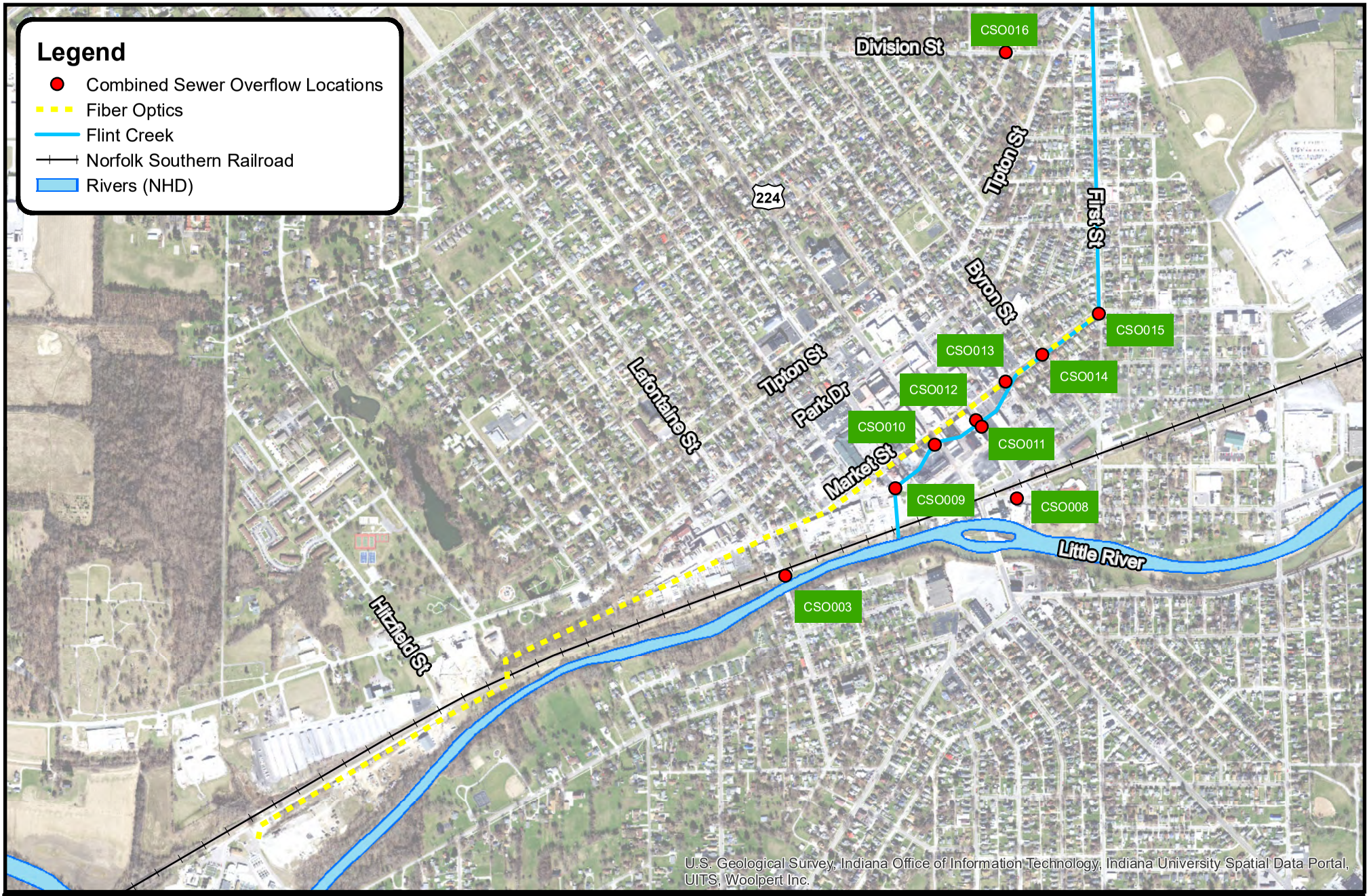

Exhibit 5.1
CSO Location Map
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

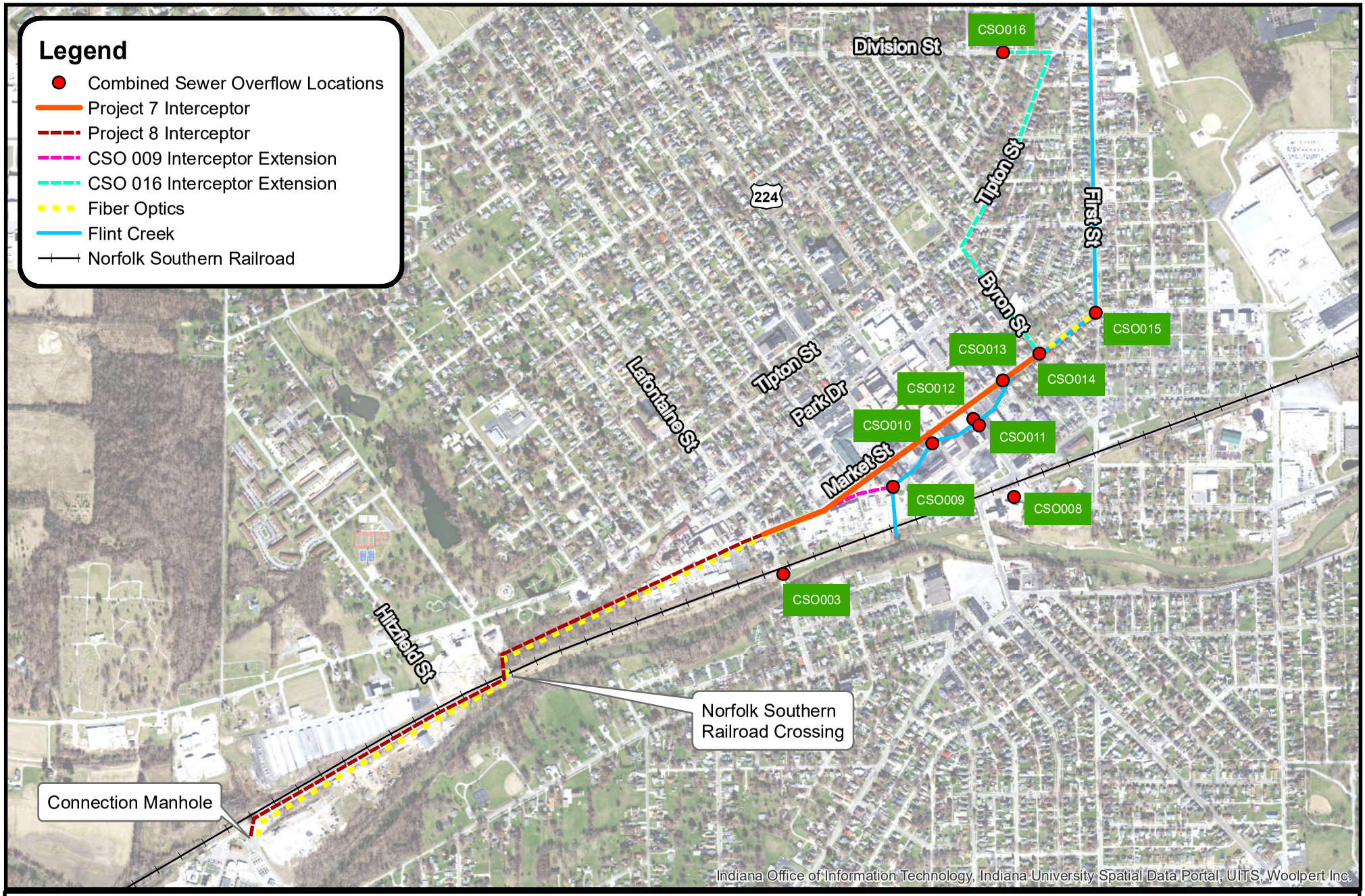

Exhibit 5.2
Project 7, Alternative 2
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

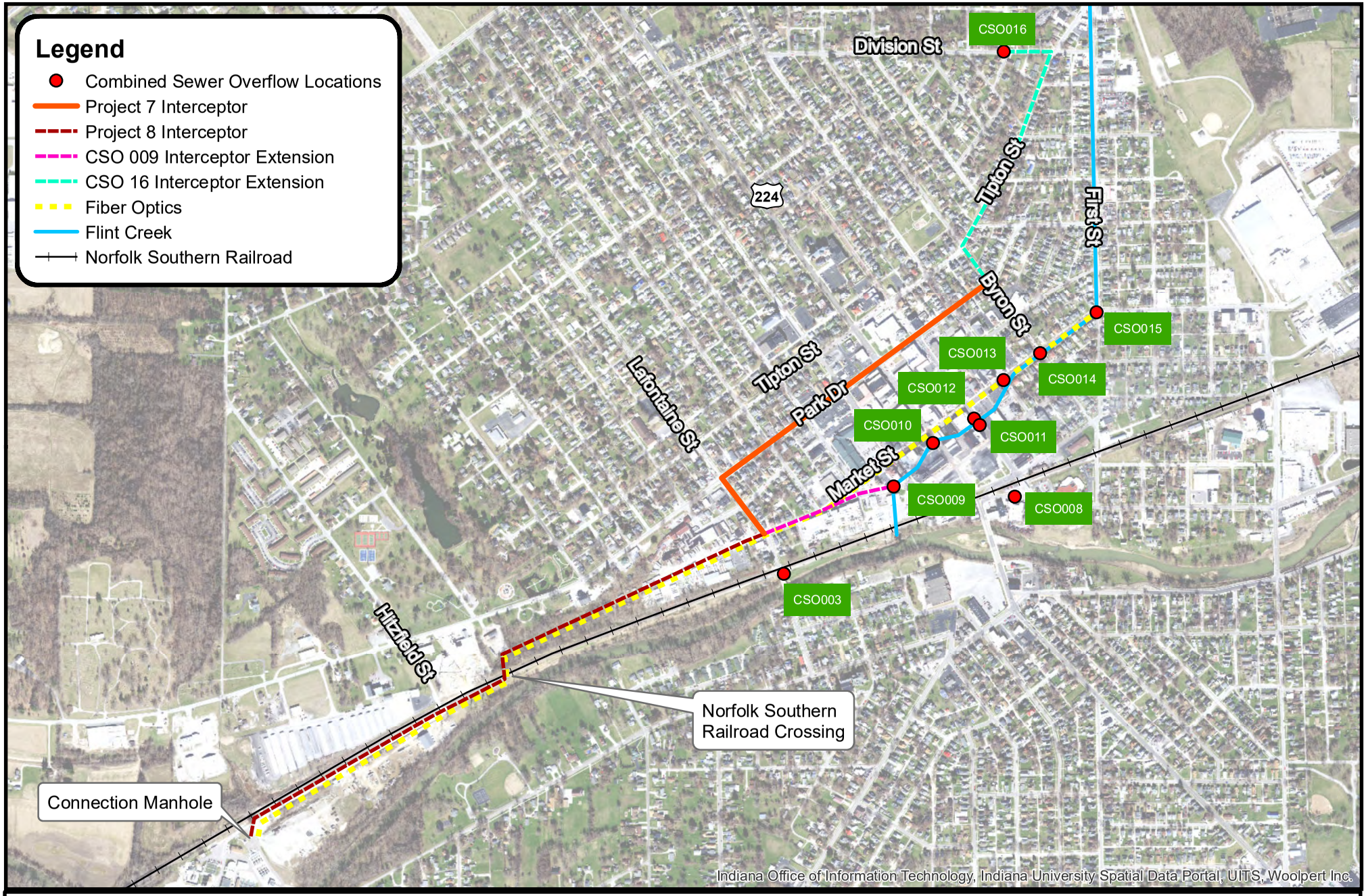

Exhibit 5.3
Project 7, Alternative 3
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

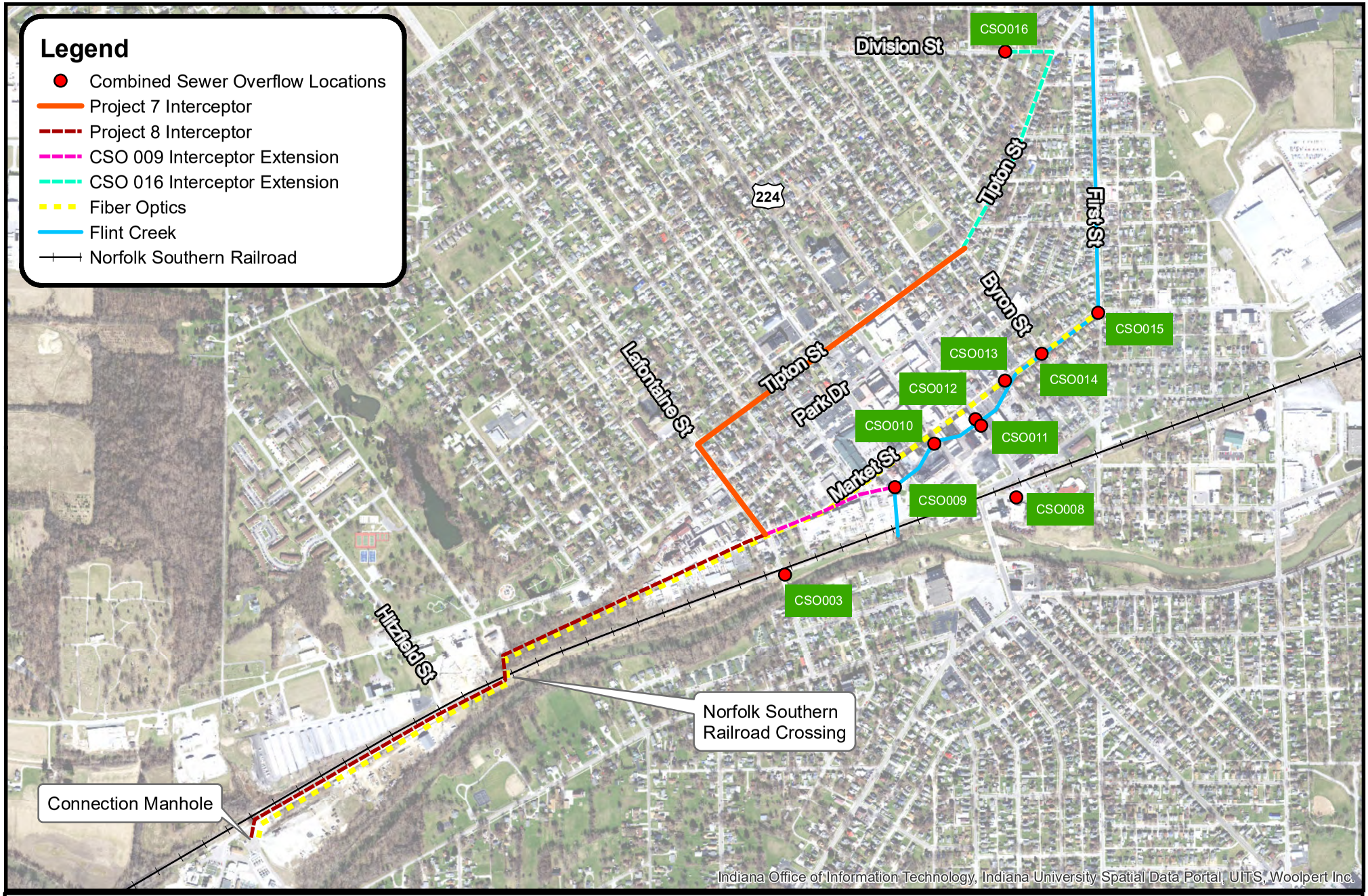

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Exhibit 5.4
Project 7, Alternative 4
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

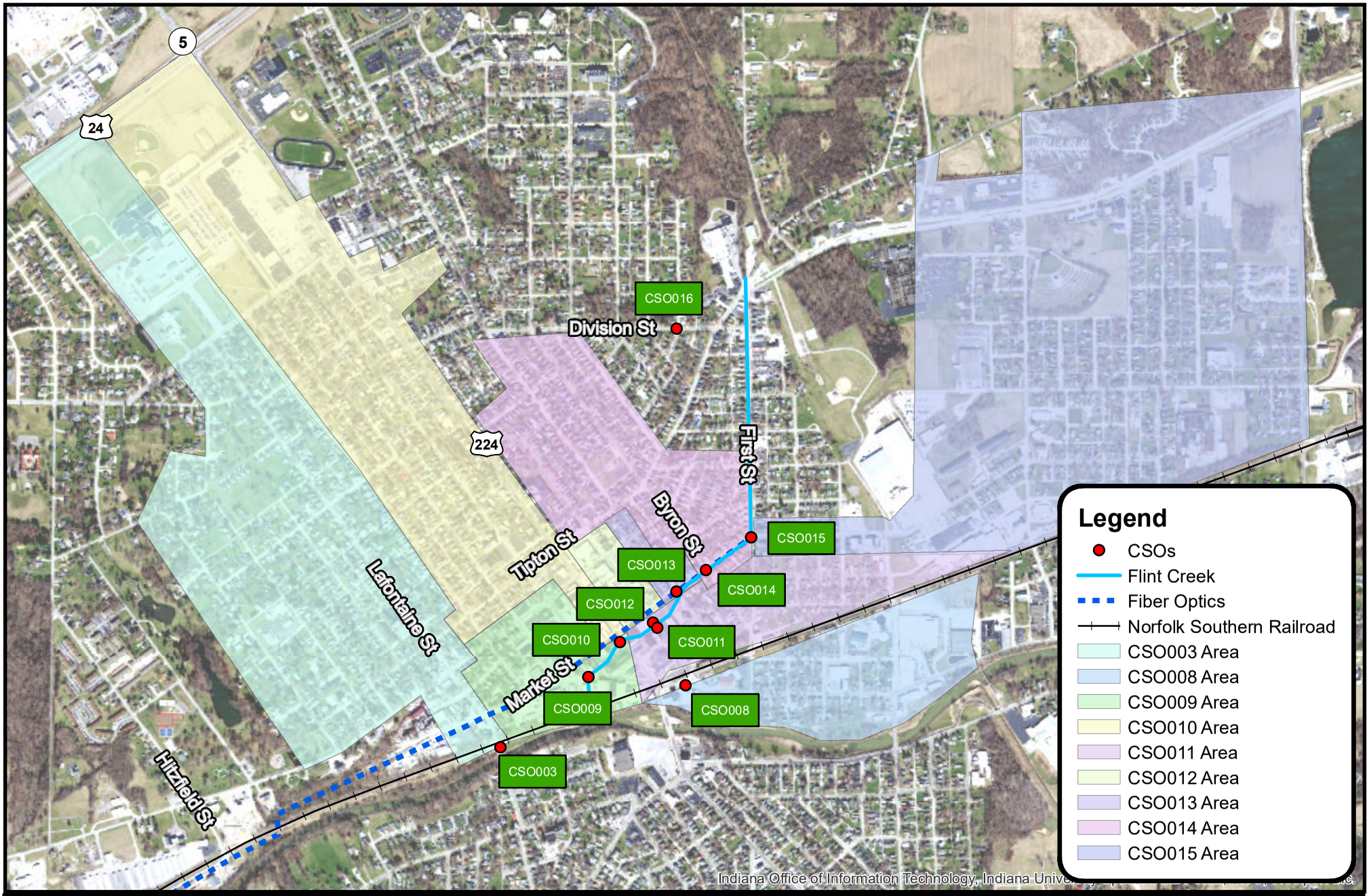

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Exhibit 5.5
CSO Separation Map
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

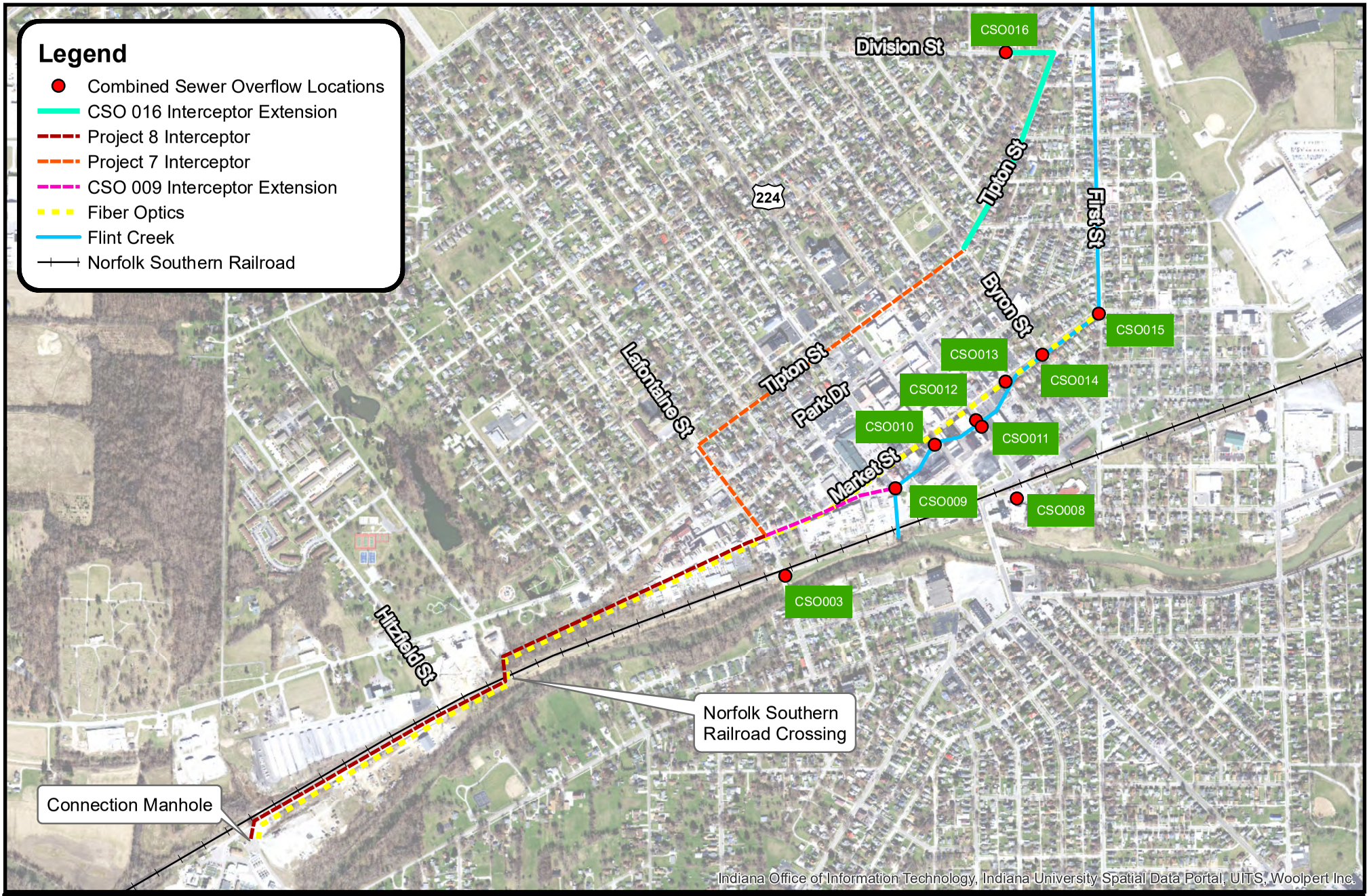

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Exhibit 5.6
CSO 016, Alternative 2
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

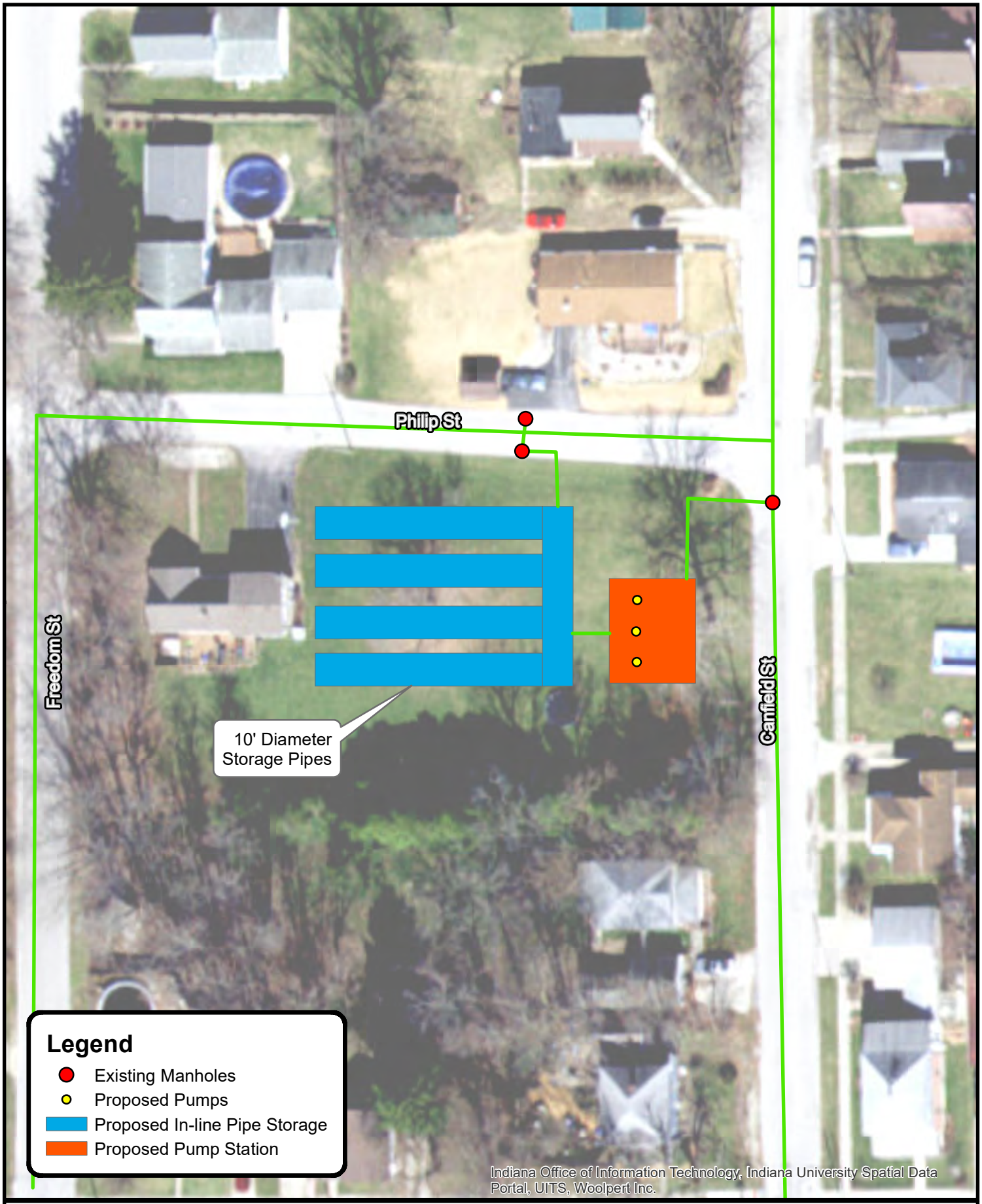

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Exhibit 5.7
CSO 16 Alternative 3
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

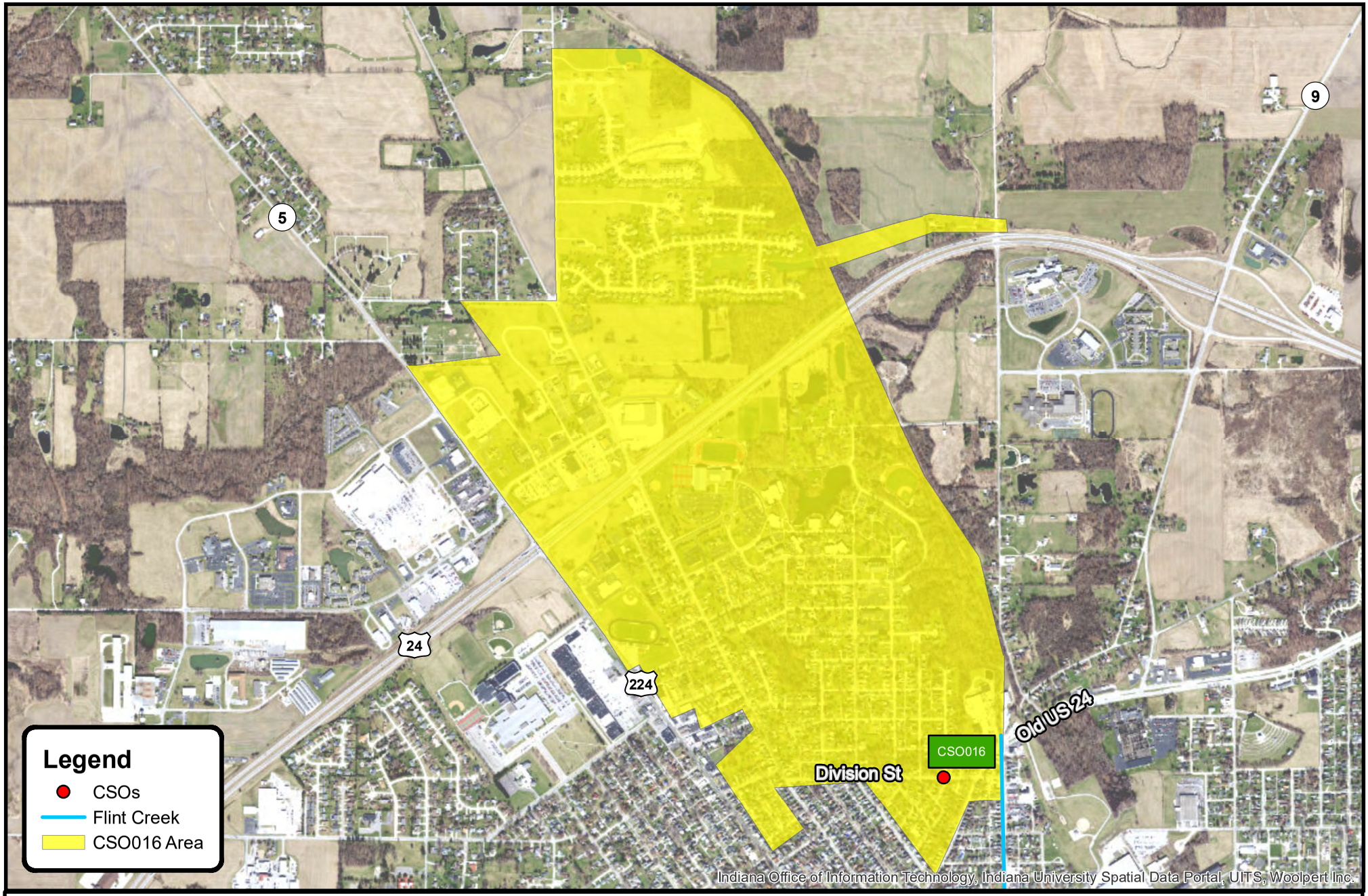

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Exhibit 5.8
CSO 016 Separation Map
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

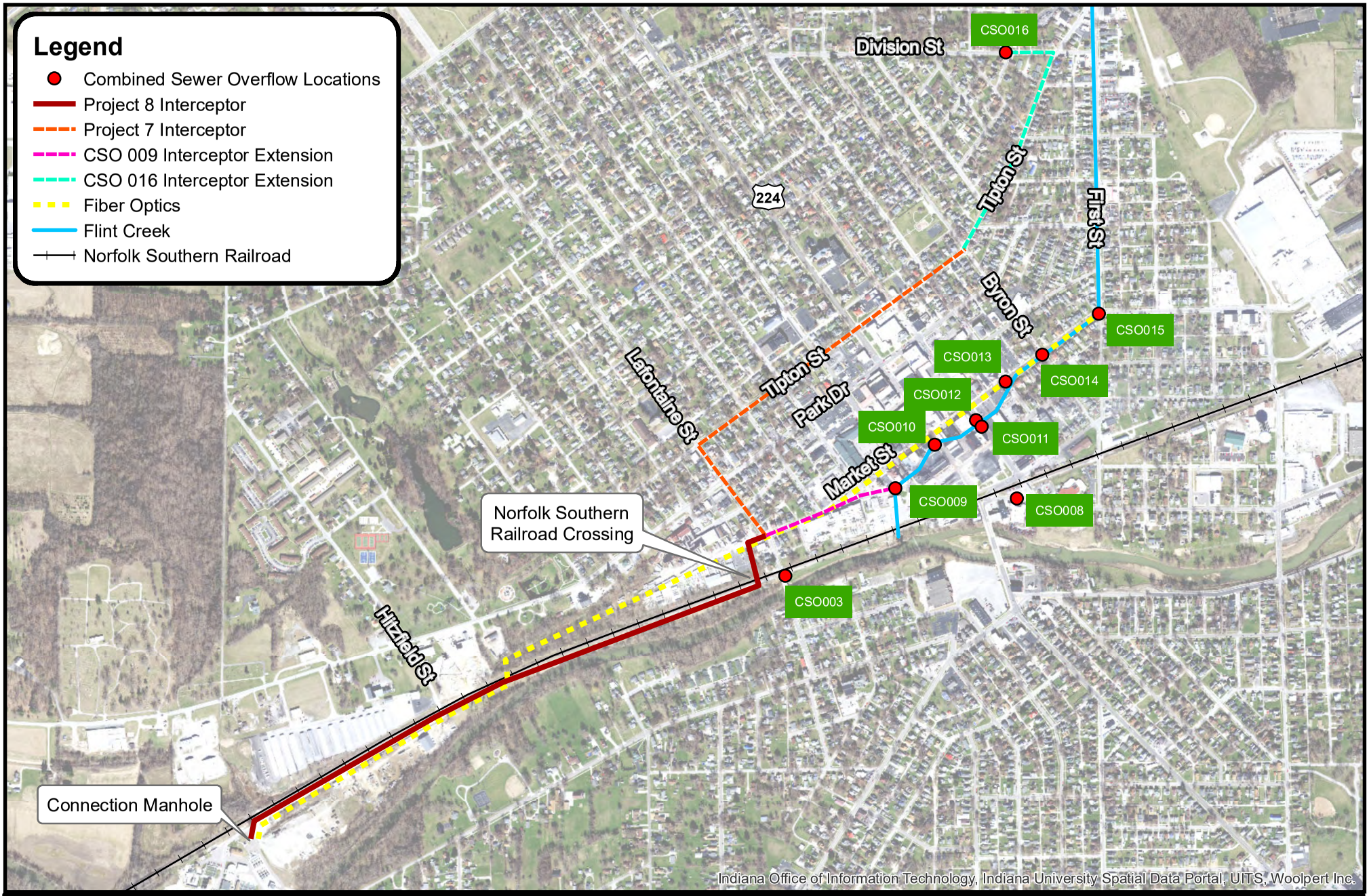

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Exhibit 5.9
Project 8, Alternative 2
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

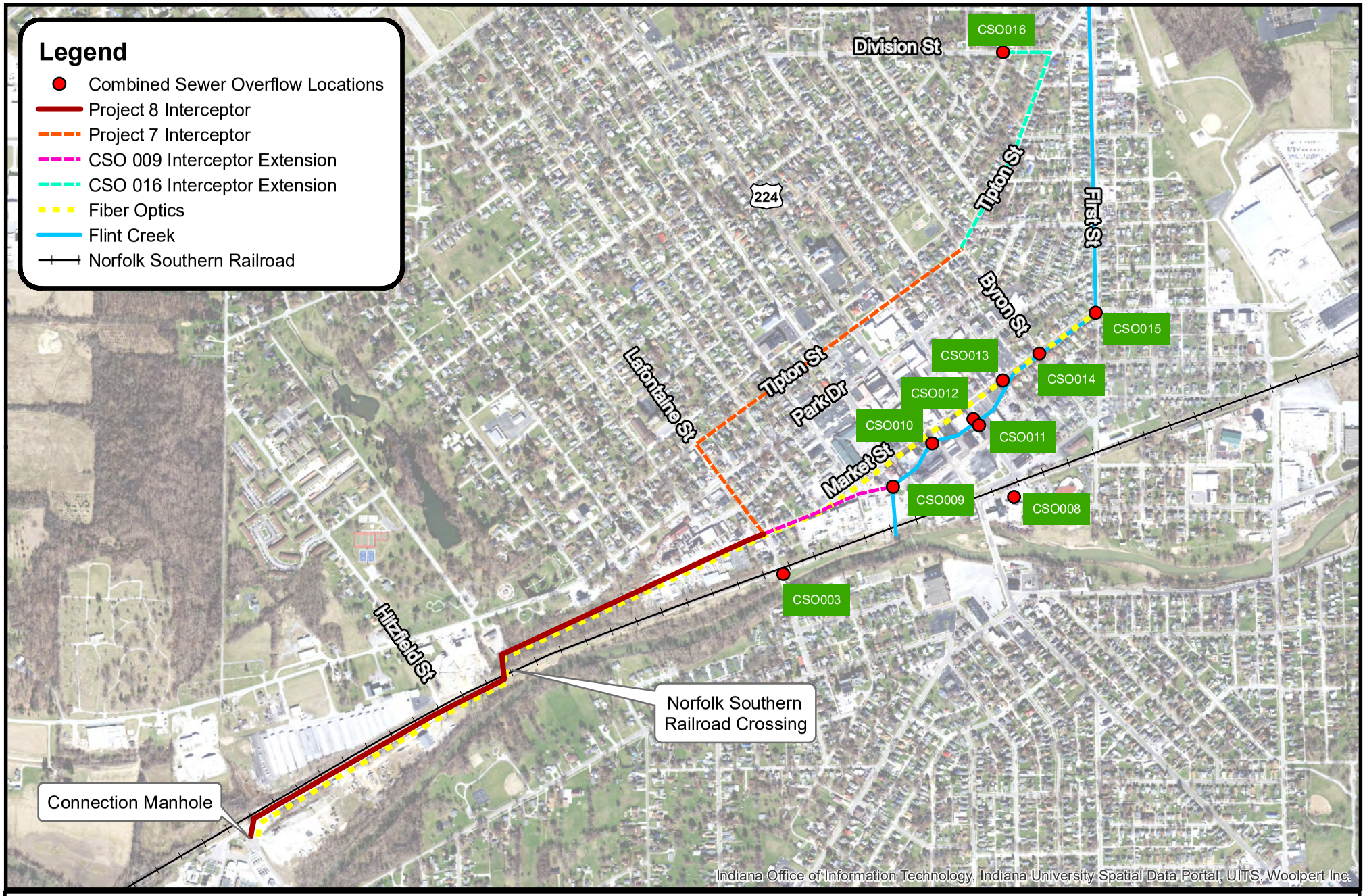

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Exhibit 5.10
Project 8, Alternative 3
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

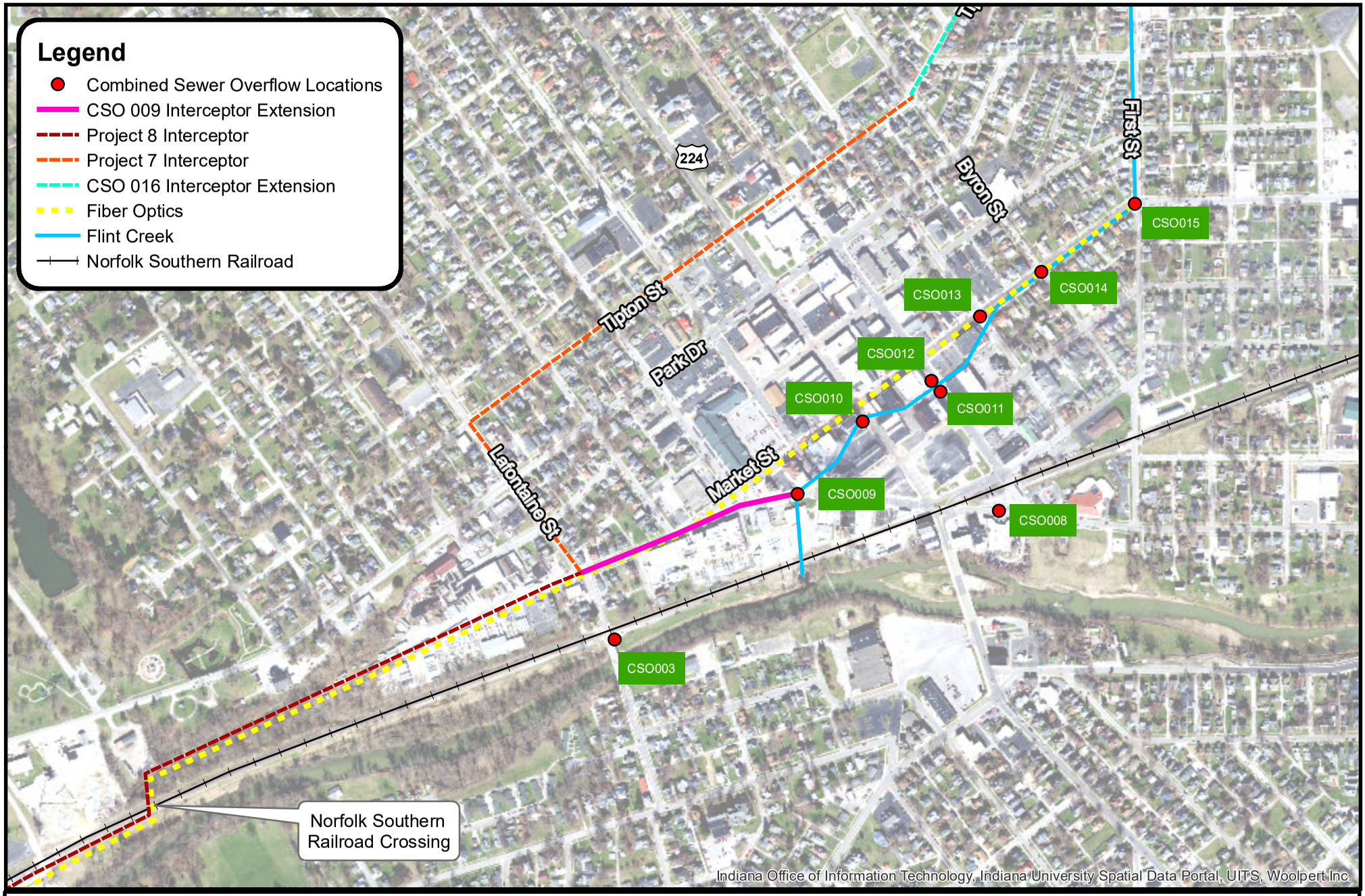

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Exhibit 5.11
CSO 009, Alternative 2
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

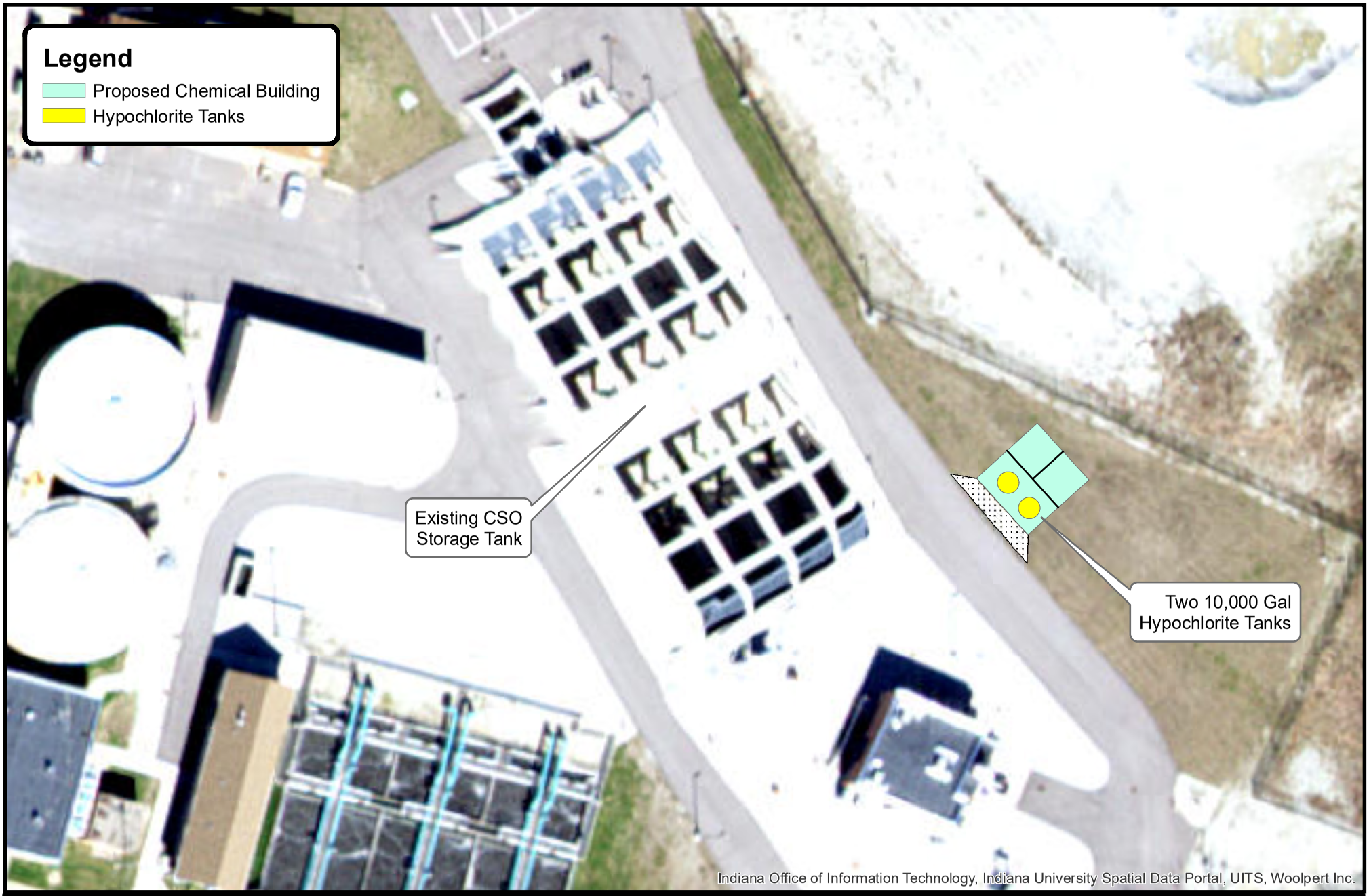

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Exhibit 5.12
Project 9, Alternative 2
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

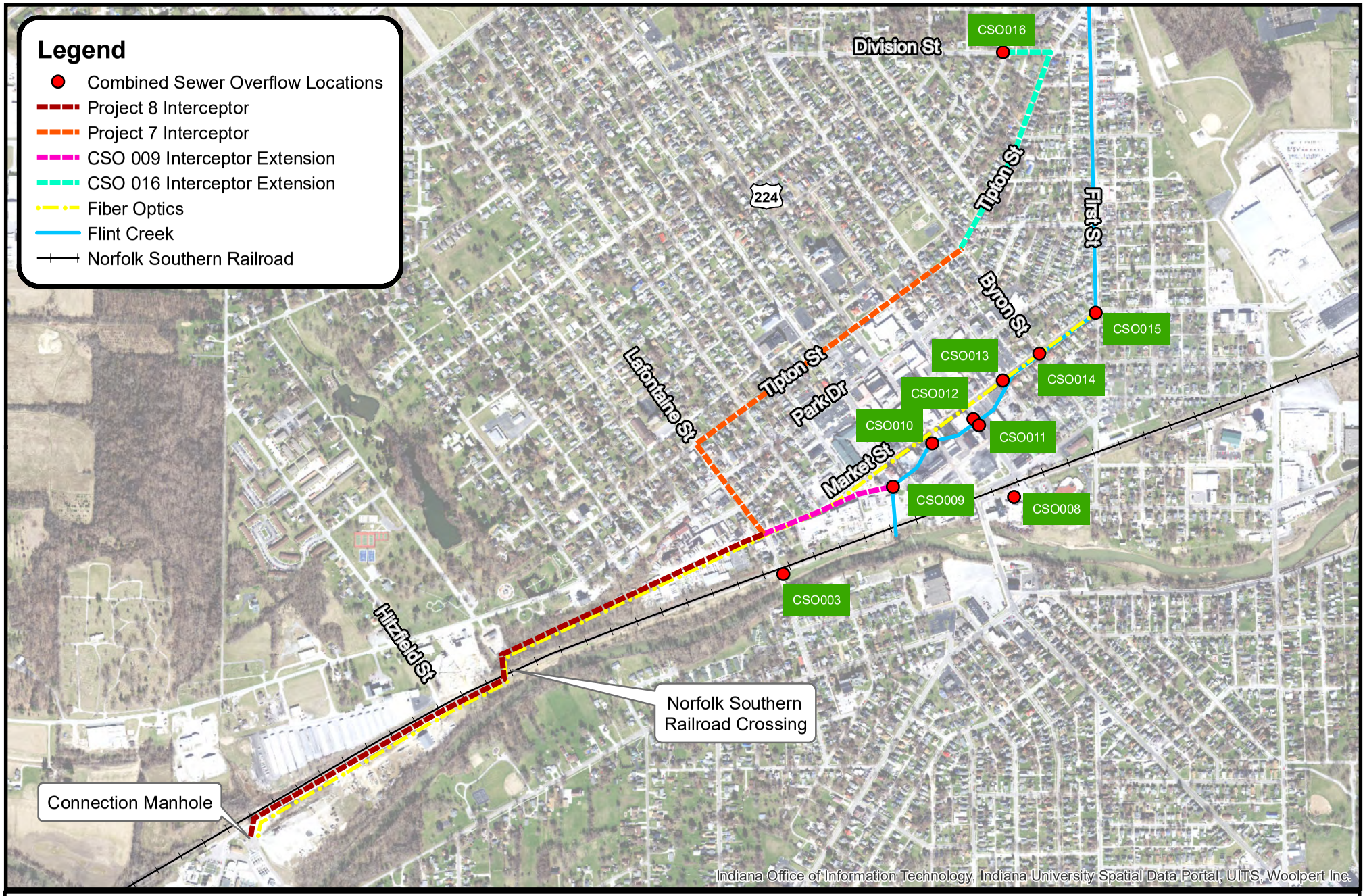

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Exhibit 8.1
Recommended Interceptor Layout
Huntington Interceptor Sewer
Huntington, Indiana

LOCHMUELLER GROUP
7223 Engle Road, Suite 105
Fort Wayne, IN 46804
Ph: (260).494.1901

APPENDIX 3: DETAILED COST ESTIMATES

LTCP Project Totals

PER Projects			
Description	Subtotal	Contingency (10%)	Total Construction
Project 7: Tipton Street	$ 8,020,000	$ 810,000	$ 8,830,000
Project 8: N of RR	$ 10,320,000	$ 1,040,000	$ 11,360,000
Project 9: CSO Tank Disinfection	$ 2,570,000	$ 257,000	$ 2,830,000
Additional CSO Monitoring	$ 150,000		$ 150,000
CSO 016	$ 3,520,000	$ 360,000	$ 3,880,000
Total Construction	$ 24,580,000	$ 2,467,000	$ 27,050,000
	PER Phase		$ 429,000
	Asset Management		$ 65,000
	Financial, Bond Council, Legal Council		$ 301,000
	Land Acquisition		$ 30,000
	Design, Bidding, Construction Administration		$ 3,690,000
	Project Inspection		$ 995,000
		Total Non-Construction	$ 5,510,000
		TOTAL PROJECT COST	$ 32,560,000

City of Huntington, IN
LTCP Project #8 - WWTP to CSO 003
Alternative 2

Item	Description	Est. Quan.	Unit	Unit Price	Ext. Amount
1	Mobilization/Demobilization (5%)	1	LS	$567,230	$567,230
2	Maintenance of Traffic (3%)	1	LS	$340,338	$340,338
3	Construction Engineering (3%)	1	LS	$340,338	$340,338
4	72" HOBAS Sanitary Sewer	5,000	LF	$600	$3,000,000
5	Structural Backfill	1,300	CY	$30	$39,000
6	96" Concrete Manhole	14	EA	$9,500	$133,000
7	Rock Excavation	18,000	CY	$175	$3,150,000
8	Permanent Shoring	29,000	SF	$60	$1,740,000
9	Diversion Structure	1	EA	$25,000	$25,000
10	Permanent Seeding	1	LS	$40,000	$40,000
11	Erosion Control	1	LS	$45,000	$45,000
12	60" Railroad Jack and Bore	240	LF	$3,000	$720,000
13	Fence Remove and Reset	1	LS	$5,000	$5,000
14	Existing Interceptor Lining	4,600	LF	$250	$1,150,000
15	Manhole Lining	16	EA	$7,500	$120,000
16	Roadway Improvements	1	LS	$850,000	$850,000
18	Fiber Optic (Conudit, Cable, Tracer Wire, Vaults, Testing, Installation)	5,500	LF	$20	$110,000
19	Insurmentation and Controls	1	LS	$35,000	$35,000
20	Electrical Allowance	1	LS	$15,000	$15,000
21	6" DI Watermain	1,900	LF	$75	$142,500
22	Fire Hydrant Assembly	3	EA	$6,000	$18,000
23	6" Gate Valves	3	EA	$1,200	$3,600
24	12" x 6" Hot Tap	1	EA	$3,500	$3,500
				Sub-Total	**$12,592,506**
				Contingency (10%)	**$1,259,251**
				Total Construction	**$13,860,000**

City of Huntington, IN
LTCP Project #8 - WWTP to CSO 003
Alternative 3

Item	Description	Est. Quan.	Unit	Unit Price	Ext. Amount
1	Mobilization/Demobilization (5%)	1	LS	$464,485	$464,485
2	Maintenance of Traffic (3%)	1	LS	$278,691	$278,691
3	Construction Engineering (3%)	1	LS	$278,691	$278,691
4	72" HOBAS Sanitary Sewer	4,900	LF	$600	$2,940,000
5	Structural Backfill	1,270	CY	$30	$38,100
6	96" Concrete Manhole	12	EA	$9,500	$114,000
7	Rock Excavation	13,000	CY	$175	$2,275,000
8	Permanent Shoring	22,000	SF	$60	$1,320,000
9	Diversion Structure	1	EA	$25,000	$25,000
10	Permanent Seeding	1	LS	$20,000	$20,000
11	Erosion Control	1	LS	$30,000	$30,000
12	60" Railroad Jack and Bore	240	LF	$3,000	$720,000
13	Fence Remove and Reset	1	LS	$5,000	$5,000
14	Existing Interceptor Lining	2,700	LF	$250	$675,000
15	Manhole Lining	8	EA	$7,500	$60,000
16	Roadway Improvements	1	LS	$850,000	$850,000
19	Insurmentation and Controls	1	LS	$35,000	$35,000
20	Electrical Allowance	1	LS	$15,000	$15,000
21	6" DI Watermain	1,900	LF	$75	$142,500
22	Fire Hydrant Assembly	3	EA	$6,000	$18,000
23	6" Gate Valves	3	EA	$1,200	$3,600
24	12" x 6" Hot Tap	1	EA	$3,500	$3,500
				Sub-Total	**$10,320,000**
				Contingency (10%)	**$1,040,000**
				Total Construction	**$11,360,000**

City of Huntington, IN
LTCP Project 7 - CSO 003 to CSO 015
Alternative 2

Item	Description	Est. Quan.	Unit	Unit Price	Ext. Amount
1	Mobilization/Demobilization (5%)	1	LS	$456,450	$456,450
2	Maintenance of Traffic (5%)	1	LS	$456,450	$456,450
3	Construction Engineering (3%)	1	LS	$273,870	$273,870
4	60" HOBAS Sanitary Sewer	4,100	LF	$650	$2,665,000
5	Structural Backfill	7,300	CY	$30	$219,000
6	72" Concrete Manhole	15	EA	$5,500	$82,500
7	Inlets	40	EA	$2,500	$100,000
8	Rock Excavation	9,900	CY	$175	$1,732,500
10	CSO Structures	6	EA	$25,000	$150,000
11	Permanent Seeding	1	LS	$30,000	$30,000
12	Erosion Control	1	LS	$50,000	$50,000
13	Bypass Pumping	1	LS	$150,000	$150,000
20	Fiber Optic (Conudit, Cable, Tracer Wire, Vaults, Testing, Installation)	1	LS	$275,000	$275,000
21	Insurmentation and Controls	6	EA	$35,000	$210,000
22	Electrical Allowance	6	EA	$15,000	$90,000
23	Watermain Relocation	3,000	LF	$125	$375,000
24	Utility Relocation	1	LS	$200,000	$200,000
25	Roadway Restoration	1	LS	$2,800,000	$2,800,000
				Sub-Total	**$10,315,770**
				Contingency (10%)	**$1,031,577**
				Total Construction	**$11,350,000**

City of Huntington, IN
LTCP Project 7 - CSO 003 to CSO 014
Alternative 3

Item	Description	Est. Quan.	Unit	Unit Price	Ext. Amount
1	Mobilization/Demobilization (5%)	1	LS	$381,600	$381,600
2	Maintenance of Traffic (5%)	1	LS	$381,600	$381,600
3	Construction Engineering (3%)	1	LS	$228,960	$228,960
4	60" HOBAS Sanitary Sewer	3,500	LF	$550	$1,925,000
5	Structural Backfill	6,200	CY	$30	$186,000
6	72" Concrete Manhole	12	EA	$5,500	$66,000
7	Inlets	60	EA	$2,500	$150,000
8	Rock Excavation	8,500	CY	$175	$1,487,500
9	CSO Structues	6	EA	$25,000	$150,000
10	Diversion Structures	2	EA	$25,000	$50,000
11	Permanent Seeding	1	LS	$30,000	$30,000
12	Erosion Control	1	LS	$50,000	$50,000
13	Bypass Pumping	1	LS	$150,000	$150,000
14	Fiber Optic (Conudit, Cable, Tracer Wire, Vaults, Testing, Installation)	1	LS	$275,000	$275,000
15	Insturmentation and Controls	6	EA	$35,000	$210,000
16	Electrical Allowance	6	EA	$15,000	$90,000
17	Watermain Relocation	1,300	LF	$125	$162,500
18	Utility Relocation	1	LS	$150,000	$150,000
19	Roadway Restoration	1	LS	$2,500,000	$2,500,000
				Sub-Total	**$8,624,160**
				Contingency (10%)	**$862,416**
				Total Construction	**$9,490,000**

City of Huntington, IN
LTCP Project 7 - CSO 003 to CSO 014
Alternative 4

Item	Description	Est. Quan.	Unit	Unit Price	Ext. Amount
1	Mobilization/Demobilization (5%)	1	LS	$354,625	$354,625
2	Maintenance of Traffic (5%)	1	LS	$354,625	$354,625
3	Construction Engineering (3%)	1	LS	$212,775	$212,775
4	60" HOBAS Sanitary Sewer	3,500	LF	$550	$1,925,000
5	Structural Backfill	7,800	CY	$30	$234,000
6	72" Concrete Manhole	12	EA	$5,500	$66,000
7	Inlets	50	EA	$2,500	$125,000
8	Rock Excavation	1,500	CY	$175	$262,500
9	CSO Structures	6	EA	$25,000	$150,000
10	Diversion Structures	2	EA	$25,000	$50,000
11	Permanent Seeding	1	LS	$30,000	$30,000
12	Erosion Control	1	LS	$50,000	$50,000
13	Bypass Pumping	1	LS	$150,000	$150,000
14	Fiber Optic (Conudit, Cable, Tracer Wire, Vaults, Testing, Installation)	1	LS	$275,000	$275,000
15	Insturmentation and Controls	6	EA	$35,000	$210,000
16	Electrical Allowance	6	EA	$15,000	$90,000
17	Watermain Relocation	200	LF	$125	$25,000
18	Utility Relocation	1	LS	$150,000	$150,000
19	Roadway Restoration	1	LS	$3,300,000	$3,300,000
				Sub-Total	**$8,020,000**
				Contingency (10%)	**$810,000**
				Total Construction	**$8,830,000**

City of Huntington, IN
LTCP Project 7 - CSO 003 to CSO 014
Alternative 5

Sewer Separation

No	Description	Est. Quantity	Unit	Unit Price	Ext. Amount
1	CSO 003	9,549	LF	$ 650.00	$ 6,206,850.00
2	CSO 010	9,931	LF	$ 650.00	$ 6,455,150.00
3	CSO 011	5,001	LF	$ 650.00	$ 3,250,650.00
4	CSO 012	180	LF	$ 650.00	$ 117,000.00
5	CSO 013	369	LF	$ 650.00	$ 239,850.00
6	CSO 014	12,729	LF	$ 650.00	$ 8,273,850.00
7	CSO 015	17,330	LF	$ 650.00	$ 11,264,500.00
8	Sewer Laterals	55,089	LF	$ 40.00	$ 2,203,560.00
				Construction Cost Subtotal	**$ 38,011,410.00**
				Contingency (10%)	**$ 3,801,141.00**
				Non-construction Costs (15%)	**$ 6,271,882.65**
				Total Project Cost	**$ 48,100,000.00**

City of Huntington, IN
LTCP Project CSO 016 - Interceptor Ext.
Alternative 2

Item	Description	Est. Quan.	Unit	Unit Price	Ext. Amount
1	Mobilization/Demobilization (5%)	1	LS	$155,575	$155,575
2	Maintenance of Traffic (5%)	1	LS	$155,575	$155,575
3	Construction Engineering (3%)	1	LS	$93,345	$93,345
4	36" HOBAS Sanitary Sewer	2,000	LF	$400	$800,000
5	Structural Backfill	3,000	CY	$30	$90,000
6	72" Concrete Manhole	8	EA	$5,500	$44,000
7	Inlets	32	EA	$2,500	$80,000
8	Rock Excavation	200	CY	$175	$35,000
9	Sanitary Sewer Lateral	80	EA	$3,500	$280,000
10	Diversion Structures	1	EA	$25,000	$25,000
11	Permanent Seeding	1	LS	$15,000	$15,000
12	Erosion Control	1	LS	$15,000	$15,000
13	Bypass Pumping	1	LS	$75,000	$75,000
14	Fiber Optic (Conudit, Cable, Tracer Wire, Vaults, Testing, Installation)	2,000	LF	$20	$40,000
15	Insurmentation and Controls	1	EA	$35,000	$35,000
16	Electrical Allowance	1	EA	$15,000	$15,000
17	Watermain Relocation	500	LF	$125	$62,500
18	Roadway Improvements	1	LS	$1,500,000	$1,500,000
				Sub-Total	**$3,520,000**
				Contingency (10%)	**$360,000**
				Total Construction	**$3,880,000**

City of Huntington, IN
LTCP Project CSO 016 - 0.3MG Offline Storage
Alternative 3

Item	Description	Est. Quan.	Unit	Unit Price	Ext. Amount
1	Mobilization/Demobilization (5%)	1	LS	$85,275	$85,275
2	Maintenance of Traffic	1	LS	$5,000	$5,000
3	Construction Engineering (1%)	1	LS	$17,055	$17,055
4	Excavation	7,500	CY	$25	$187,500
5	120" DuraMaxx Sanitary Sewer	560	LF	$500	$280,000
6	Manifold and Manhole Access	2	EA	$10,000	$20,000
7	B-Borrow	3,000	CY	$25	$75,000
8	Pump Station Effluent Pump Station	1	EA	$10,000	$10,000
9	250GPM Pump Station	1	EA	$500,000	$500,000
10	Diversion Structure	1	EA	$15,000	$15,000
11	Rock Excavation	2,900	CY	$175	$507,500
12	Permanent Seeding	2,300	SY	$10	$23,000
13	Shoring Allowance	1	LS	$100,000	$100,000
14	Erosion Control	1	LS	$25,000	$25,000
15	Odor Control	1	LS	$100,000	$100,000
16	Property Cost	1	LS	$50,000	$50,000
				Sub-Total	**$2,000,330**
				Contingency (10%)	**$200,033**
				Total Construction	**$2,210,000**

City of Huntington, IN
LTCP Project 9 - Sodium Hypochlorite
Alternative 2

Item	Description	Est. Quan.	Unit	Unit Price	Ext. Amount
1	Mobilization/Demobilization (5%)	1	LS	$16,875	$16,875
2	Site Piping	1	LS	$25,000	$25,000
3	Site Electrical	1	LS	$30,000	$30,000
4	Site Work	1	LS	$30,000	$30,000
5	Foundation	185	CYD	$1,100	$203,704
6	Walls	59	SYD	$1,100	$65,185
7	Equipment Pads - Tanks, Generator & Transformer etc	22	SYD	$1,100	$24,444
8	12" CMU Walls	6,000	SFT	$20	$120,000
9	Steel Joist	1,000	LF	$15	$15,000
10	Roof Deck	5,000	SFT	$5	$25,000
11	Railings	100	LF	$100	$10,000
12	Stairs	6	EA	$550	$3,300
13	Ships Ladder	4	EA	$425	$1,700
14	Trench Drain	1	LS	$3,000	$3,000
15	Tank Baffles	1	LS	$750,000	$750,000
16	Roofing TPC	26	SFT	$300	$7,800
17	Roof Insulation	26	SFT	$200	$5,200
18	Gutter	78	LF	$10	$780
19	Downspout	44	LF	$10	$440
20	Joint Sealants	1	LS	$2,000	$2,000
21	Fascia	236	LF	$20	$4,720
22	OHD	4	EA	$12,000	$48,000
23	Door/Frame/Hardware	5	EA	$3,000	$15,000
24	Paint	1	LS	$15,500	$15,500
25	Water piping	400	LF	$50	$20,000
26	Sanitary Piping	200	LF	$40	$8,000
27	Fittings, Glue, Hangers etc	1	EA	$5,000	$5,000
28	Floor drain, Emer. Shr.	1	EA	$630	$630
29	Floor Drain, Mech.	4	EA	$320	$1,280
30	Emergency Shower w. Mixing Valve	3	EA	$3,130	$9,390
31	Water Heater	1	EA	$9,380	$9,380
32	Laundry Tray w. Fauce	1	EA	$880	$880
33	Hose Bibbs	2	EA	$320	$640
34	Wshock Arrestors	2	LS	$130	$260
35	Reduced Pressure Backflow Preventer	1	LS	$2,500	$2,500
36	Clean-Outs	2	EA	$190	$380
37	Heat Trace and Pipe/Equipment Insulation	1	LS	$20,000	$20,000
38	Exhaust fan and louvers	2	EA	$7,500	$15,000
39	HVAC System for the building	1	EA	$12,500	$12,500
40	Gravity Vent	2	EA	$5,000	$10,000
41	Unit Heater	2	EA	$7,500	$15,000
42	Misc. Costs	1	LS	$3,130	$3,130
43	SCADA Upgrade	1	LS	$30,000	$30,000
44	Pump room Interior and extrior Lighting	25	EA	$630	$15,750
45	225A NEMA 1, 480V panelboard "P2"	1	EA	$5,630	$5,630
46	100A, 120V NEMA 1 Panelboard "L2"	1	EA	$3,130	$3,130
47	30 KVA NEMA 3R Transformer "T2"	1	EA	$6,250	$6,250
48	Power circuit from Panelboard P2 to Transformer T2	25	LF	$80	$2,000
49	Power circuit from Transformer T2 to Panelboard L2	25	LF	$40	$1,000
50	Electrical equipment rack	2	EA	$3,130	$6,260
51	Float Switches and Installation	2	EA	$940	$1,880
52	Chemical feed pump control panel	1	EA	$25,000	$25,000
53	Truck Fill Local Control Station	1	EA	$18,750	$18,750
54	Excavation	556	CY	$20	$11,111
55	Structural Bedding	93	CY	$50	$4,630
56	Structure Backfill	278	CY	$40	$11,111
57	Remove Surplus Dirt	278	CY	$20	$5,556
58	4" DI Piping - Non-Potable Water	300	LF	$20	$6,000
59	1",2",3" & 4" CPVC Sch 80 Chemical Piping and Valves	1	LS	$50,000	$50,000
60	Hypo Tanks - 12,000 Gal Single Wall XPTFE	3	Ea	$84,000	$252,000
61	Bisulfite Tanks - 5,000 Gal Single Wall XPTFE	1	Ea	$35,000	$35,000
62	Outdoor Samplers	2	Ea	$22,500	$45,000
63	60" Laser Flowmeter	1	Ea	$45,000	$45,000
64	108" Laser Flowmeter	1	Ea	$90,000	$90,000
65	Hypo Pumps Skid #1	1	Ea	$150,000	$150,000
66	Bisulfite Pumps Skid #1	1	Ea	$112,500	$112,500
67	Bisulfite Pumps Skid #2	1	Ea	$75,000	$75,000
				Sub-Total	**$2,570,000**
				Contingency (10%)	**$257,000**
				Total Construction	**$2,830,000**

City of Huntington, IN
LTCP Project 9 - Chlorine Gas
Alternative 3

Item	Description	Est. Quan.	Unit	Unit Price	Ext. Amount
1	Mobilization/Demobilization (5%)	1	LS	$20,500	$20,500
2	Site Piping	1	LS	$50,000	$50,000
3	Site Electrical	1	LS	$50,000	$50,000
4	Site Work	1	LS	$50,000	$50,000
5	Foundation	370	CYD	$1,100	$407,407
6	Walls	44	SYD	$1,100	$48,889
7	Equipment Pads - Tanks, Generator & Transformer etc	22	SYD	$1,100	$24,444
8	12" CMU Walls	12,000	SFT	$20	$240,000
9	Steel Joist	7,000	LF	$15	$105,000
10	Roof Deck	15,000	SFT	$5	$75,000
11	Railings	500	LF	$100	$50,000
12	Stairs	2	EA	$550	$1,100
13	Ships Ladder	4	EA	$425	$1,700
14	Trench Drain	1	LS	$3,000	$3,000
15	Tank Baffles	1	LS	$750,000	$750,000
16	Roofing TPC	100	SFT	$300	$30,000
17	Roof Insulation	100	SFT	$200	$20,000
18	Gutter	100	LF	$10	$1,000
19	Downspout	100	LF	$10	$1,000
20	Joint Sealants	10	LS	$2,000	$20,000
21	Fascia	500	LF	$20	$10,000
22	OHD	8	EA	$12,000	$96,000
23	Door/Frame/Hardware	10	EA	$3,000	$30,000
24	Paint	1	LS	$50,000	$50,000
25	Water piping	400	LF	$50	$20,000
26	Sanitary Piping	200	LF	$40	$8,000
27	Fittings, Glue, Hangers etc	1	EA	$5,000	$5,000
28	Floor drain, Emer. Shr.	1	EA	$630	$630
29	Floor Drain, Mech.	4	EA	$320	$1,280
30	Emergency Shower w. Mixing Valve	3	EA	$3,130	$9,390
31	Water Heater	1	EA	$9,380	$9,380
32	Laundry Tray w. Fauce	1	EA	$880	$880
33	Hose Bibbs	2	EA	$320	$640
34	Wshock Arrestors	2	LS	$130	$260
35	Reduced Pressure Backflow Preventer	1	LS	$2,500	$2,500
36	Clean-Outs	2	EA	$190	$380
37	Heat Trace and Pipe/Equipment Insulation	1	LS	$20,000	$20,000
38	Exhaust fan and louvers	2	EA	$30,000	$60,000
39	HVAC System for the building	1	EA	$50,000	$50,000
40	Gravity Vent	2	EA	$5,000	$10,000
41	Unit Heater	2	EA	$7,500	$15,000
42	Misc. Costs	1	LS	$3,130	$3,130
43	SCADA Upgrade	1	LS	$30,000	$30,000
44	Pump room Interior and extrior Lighting	25	EA	$630	$15,750
45	225A NEMA 1, 480V panelboard "P2"	1	EA	$5,630	$5,630
46	100A, 120V NEMA 1 Panelboard "L2"	1	EA	$3,130	$3,130
47	30 KVA NEMA 3R Transformer "T2"	1	EA	$6,250	$6,250
48	Power circuit from Panelboard P2 to Transformer T2	25	LF	$80	$2,000
49	Power circuit from Transformer T2 to Panelboard L2	25	LF	$40	$1,000
50	Electrical equipment rack	2	EA	$3,130	$6,260
51	Float Switches and Installation	2	EA	$940	$1,880
52	Chemical feed pump control panel	1	EA	$25,000	$25,000
53	Excavation	1,111	CY	$20	$22,222
54	Structural Bedding	185	CY	$50	$9,259
55	Structure Backfill	556	CY	$40	$22,222
56	Remove Surplus Dirt	556	CY	$20	$11,111
57	4" DI Piping - Non-Potable Water	300	LF	$20	$6,000
58	1",2",3" & 4" CPVC Sch 80 Chemical Piping and Valves	1	LS	$50,000	$50,000
59	Outdoor Samplers	2	Ea	$22,500	$45,000
60	60" Laser Flowmeter	1	Ea	$45,000	$45,000
61	108" Laser Flowmeter	1	Ea	$90,000	$90,000
62	Chlorination Equipment (10,000 lbs Evaporators)	2	Ea	$60,000	$120,000
63	Chlorination Equipment (10,000 lbs Chlorinators)	2	Ea	$60,000	$120,000
64	Chlorination Equipment (10,000 lbs Regulators)	2	Ea	$20,000	$40,000
65	Chlorination Equipment (10,000 lbs Injectors)	1	Ea	$5,000	$5,000
66	Chlorination Equipment (Liquid Line Switch Over)	1	Ea	$30,000	$30,000
67	Chlorination Equipment (Gas Detector)	1	Ea	$15,000	$15,000
68	Chlorination Equipment (1-ton Air Scrubber)	1	Ea	$315,000	$315,000
69	DeChlorination Equipment (10,000 lbs Evaporators)	2	Ea	$60,000	$120,000
70	DeChlorination Equipment (10,000 lbs Sulfonators)	2	Ea	$60,000	$120,000
71	DeChlorination Equipment (10,000 lbs Regulators)	2	Ea	$20,000	$40,000
72	DeChlorination Equipment (10,000 lbs Injectors)	1	Ea	$5,000	$5,000
73	DeChlorination Equipment (Liquid Line Switch Over)	1	Ea	$30,000	$30,000
74	DeChlorination Equipment (Gas Detector)	1	Ea	$15,000	$15,000
75	DeChlorination Equipment (1-ton Air Scrubber)	1	Ea	$315,000	$315,000
76	Monorail Crane System	1	LS	$50,000	$50,000
				Sub-Total	**$4,089,226**
				Contingency (10%)	**$408,923**
				Total Construction	**$4,500,000**

APPENDIX 4: PUBLIC PARTICIPATION

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS & SAFETY – May 4, 2020 HELD REMOTELY

A quorum of the Board of Public Works & Safety (Board) being remotely present, the Board met Monday, May 4, 2020, at 3:30 p.m., in accordance with all applicable requirements, notice, and authority.

CALL TO ORDER: Mayor Strick opened the Board of Public Works & Safety meeting.

Board Members present: Mayor Strick, Dwight Brautigam, Charles Chapman, Kathy Elmore and Anthony Lisinicchia. Also present: Director of Engineering, Adam Cuttriss; Police Chief, Chad Hacker; Director of Community Development and Redevelopment; City Attorney, Mike Hartburg; and Clerk-Treasurer, Christi McElhaney.

MINUTES OF PREVIOUS MEETING: Board Member Lisinicchia moved to approve minutes of the April 20, 2020 regular meeting, seconded by Board Member Brautigam. Motion passed 5-0. Minutes signed.

OLD BUSINESS: None.

NEW BUSINESS:

Andrew Sprinkle, of the **Brickhouse, requested that the alley between Market Street and Washington Street be closed for a day** so a contractor can use a lift to unload bricks onto his roof to repair his building. He will let Police Chief Hacker know a few days in advance once he gets the contractor's schedule for delivery. Board Member Chapman made a motion to approve the request, seconded by Board Member Elmore. Motion passed 5-0.

Director Cuttriss recommended acceptance of a **PER agreement with Lochmueller Group for the final two LTCP projects for $429,000.** Board Member Lisinicchia made a motion to approve the agreement and authorize the Mayor to sign, seconded by Board Member Chapman. Motion passed 5-0. Mayor signed agreement.

Director Cuttriss presented the **INDOT Community Crossing agreement for $190,450 matching grant for 2020 street paving.** Board Member Elmore made a motion to approve the agreement, seconded by Board Member Chapman. Motion passed 5-0.

Director Cuttriss **recommended acceptance of a change order for the Well 19 project for $4,382 for hardware changes on doors for key fob entry not manual locks.** After some discussion, Board Member Chapman moved to approve the change order agreement and allow the Mayor to sign, seconded by Board Member Lisinicchia. Motion passed 5-0. Mayor signed agreement.

Director Cuttriss reminded the Board that all bids received for the City's nuisance mowing were previously rejected, accordingly, **an agreement between the City and Reust Lawncare was**

presented in the amount of $55.00 per hour for 2020. Board Member Brautigam made a motion to approve the mowing contract with Reust Lawncare, seconded by Board Member Elmore. Motion passed 5-0.

City Attorney Hartburg presented an **Amended Lease Agreement between the City and Vectren**. The agreement will allow the City to vacate the Vectren premises once the new police station is completed. Board Member Lisinicchia made a motion to approve the amended agreement and authorize the Mayor to sign, seconded by Board Member Elmore. Motion passed 5-0. Mayor signed the agreement.

City Attorney Hartburg requested **approval for the Street Department to use GovDeals.com, a state approved online auction company, to dispose of surplus trash carts**. Board Member Lisinicchia made a motion to authorize use of GovDeals.com to dispose of surplus trash carts, seconded by Board Member Brautigam. Motion passed 5-0.

Director Keplinger informed the **Board that the City has been awarded a $250,000 grant from OCRA for relief efforts due to the Covid19 pandemic**. The City will use it to fund the Revolving Loan program to help local small businesses during this pandemic.

ACCOUNTS PAYABLE:

Board Member Elmore moved to pay the bills as presented, seconded by Board Member Lisinicchia Motion passed 5-0. Documentation signed.

ADJOURNMENT:

Board Member Lisinicchia moved to adjourn, seconded by Board Member Chapman. Motion passed 5-0. Meeting adjourned.

APPROVED
BOARD OF PUBLIC WORKS & SAFETY
City of Huntington, Indiana

By _____ as Mayor and
Richard Strick Member

By _____ as Member
Dwight Brautigam

By _____ as Member
Charles Chapman

By _____ as Member
Kathy Elmore

By _____ as Member
Anthony Lisinicchia

ATTEST:

_____ as Clerk-Treasurer
Christi A. McElhaney

REGULAR MEETING COMMON COUNCIL – November 10, 2020

The Common Council of the City of Huntington met on the 10th day of November 2020, at 7:00 p.m., in regular session and in accordance with all applicable requirements and notice.

INVOCATION: Pastor Bobby Kemp, First Church of the Nazarene, gave the invocation.

CALL TO ORDER: Mayor Strick called the regular meeting of the Common Council to order.

ROLL CALL: Common Council Members present: Joe Blomeke, Charles Chapman, PJ Felton, Dave Funk, Seth Marshall, Jerry Meehan Jr., and Paul Pike.

APPROVAL OF PREVIOUS MINUTES: Council Member Marshall moved to approve Council's October 27, 2020 meeting minutes as presented, seconded by Council Member Felton. Motion passed 7-0. Minutes signed.

REPORTS FROM COMMITTEES, BOARDS, OR COMMISSIONS: No reports.

PETITIONS OR COMMENTS FROM CITIZENS: None.

OLD BUSINESS: None.

NEW BUSINESS:

Council Member Meehan made a motion to approve on **first reading Ordinance 14-C-20:** "An Ordinance Authorizing the Acquisition, Construction and Installation of Certain Improvements for the Sewage Works System of the City of Huntington, Indiana, the Issuance of Revenue Bonds to Provide the Cost Thereof, the Collection, Segregation and Distribution of the Revenues of Such System, the Safeguarding of the Interests of the Owners of Such Revenue Bonds and Other Matters Connected Therewith, Including the Issuance of Notes in Anticipation of Such Bonds, and Repealing Ordinances Inconsistent Herewith", seconded by Council Member Marshall. Lochmueller (engineering consultant) and Baker Tilly (financial consultant) presented materials to Council relating to the projects and funding options. Council questions were asked and answered. Motion passed 7-0.

ADJOURNMENT:

Council Member Meehan moved to adjourn, seconded by Council Member Felton. Motion passed 7-0.

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APPROVED:

Richard Strick — As Mayor

Joseph E. Blomeke — As Member

Charles Chapman — As Council President

Dave Funk — As Member

PJ Felton — As Member

Jerry Meehan Jr. — As Member

Seth Marshall — As Member

Paul Pike — As Member

Attest:

Christi A. McElhaney — As Clerk-Treasurer

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS & SAFETY – November 16, 2020

A quorum of the Board of Public Works & Safety (Board) being present, the Board met Monday, November 16, 2020, at 3:30 p.m., in accordance with all applicable requirements, notice, and authority.

CALL TO ORDER: Mayor Strick opened the Board of Public Works & Safety meeting.

Board Members present: Mayor Strick, Charles Chapman, Dwight Brautigam, and Anthony Lisinicchia. Kathy Elmore was absent. Also present: Director of Engineering, Adam Cuttriss; Water Billing Office Manager, Jennifer Gunn; City Attorney, Mike Hartburg and Clerk-Treasurer, Christi McElhaney.

MINUTES OF PREVIOUS MEETING: Board Member Lisinicchia moved to approve minutes of the November 2, 2020 regular meeting, seconded by Board Member Chapman. Motion passed 4-0. Minutes signed.

OLD BUSINESS: None.

NEW BUSINESS:
Director Cuttriss presented the **Superior Street Right of Way dedication**. Board Member Lisinicchia made a motion to accept the right of way and sign the document, seconded by Board Member Chapman. Motion passed 4-0. Right of way dedication signed.

Director Cuttriss presented the **engineering agreement with Lochmueller group for design of long term control plan projects #7, #8, and #9 for $3,165,000**, plus fees for construction admin and inspection approximating an additional $1,700,000 and asked that the Board approve the agreement and authorize the Mayor to sign all contingent upon Council approval of the funds. Board Member Brautigam made a motion to approve the agreement and authorize the Mayor to sign, seconded by Board Member Lisinicchia. Motion passed 4-0.

City Attorney Hartburg introduced BOW Resolution 2020-6 (600 N Farm Ground Lease) regarding setting a public hearing for December 7, 2020 Board of Public Works meeting.

Nick Alwine, Fetters Construction, presented an update for the downtown theater owned by Adam and Rebecca Hanson. He is requesting closure of the three parking spots in front of the building along with the sidewalk for placement of a dumpster. This will start November 30, 2020 and be in place for about 5-6 weeks. The fence will remain in place for safety. Both Police and Street Departments are aware of the request and have no objections. Board Member Lisinicchia made a motion to allow the closures for the work that is to be done on the façade, seconded by Board Member Chapman. Motion passed 4-0.

MISCELLANEOUS:
Jenifer Gunn, Water Billing Office Manager presented an overview of sewer adjustments to water bills from 2017 to present. Adjustments and discounts totaled $838,910.63 during this

time. The Board is sometimes presented with billing disputes and requests and this is an Ordinance that determines the type of discount given according to a formula.

ACCOUNTS PAYABLE:
Board Member Brautigam moved to pay the bills as presented, seconded by Board Member Lisinicchia. Motion passed 4-0. Documentation signed.

ADJOURNMENT:
Board Member Lisinicchia moved to adjourn, seconded by Board Member Brautigam. Motion passed 4-0. Meeting adjourned.

APPROVED
BOARD OF PUBLIC WORKS & SAFETY
City of Huntington, Indiana

By _____ as Mayor and
Richard Strick Member

By _____ as Member
Dwight Brautigam

By _____ as Member
Charles Chapman

By _____ as Member
Kathy Elmore

By _____ as Member
Anthony Lisinicchia

ATTEST:

_____ as Clerk-Treasurer
Christi A. McElhaney

REGULAR MEETING COMMON COUNCIL – November 24, 2020

The Common Council of the City of Huntington met on the 24th day of November 2020, at 6:45 a.m., in regular session and in accordance with all applicable requirements and notice.

CALL TO ORDER: Mayor Strick called the regular meeting of the Common Council to order.

ROLL CALL: Common Council Members present: Joe Blomeke, Charles Chapman, PJ Felton, Dave Funk, Seth Marshall, Jerry Meehan Jr., and Paul Pike.

APPROVAL OF PREVIOUS MINUTES: Council Member Pike moved to approve Council's November 10, 2020 meeting minutes as presented, seconded by Council Member Marshall. Motion passed 7-0. Minutes signed.

REPORTS FROM COMMITTEES, BOARDS, OR COMMISSIONS: No reports were given.

PETITIONS OR COMMENTS FROM CITIZENS: None.

OLD BUSINESS:

Council Member Chapman made a motion to approve on **second and final reading Ordinance 14-C-20:** "An Ordinance Authorizing the Acquisition, Construction and Installation of Certain Improvements for the Sewage Works System of the City of Huntington, Indiana, the Issuance of Revenue Bonds to provide the Cost Thereof, the Collection, Segregation and Distribution of the Revenues of Such System, the Safeguarding of the Interests of the Owners of Such Revenue Bonds and Other Matters Connected Therewith, Including the Issuance of Notes in Anticipation of Such Bonds, and Repealing Ordinances Inconsistent Herewith", seconded by Council Member Felton. Motion passed 7-0. Ordinance signed.

NEW BUSINESS:

Council Member Felton made a motion to approve on **first and final reading Resolution 13-R-20 "Fiscal Plan- Riverfork West II"**, seconded by Council Member Meehan. Motion passed 7-0. Resolution signed.

Council Member **Felton made a motion to approve on first reading Ordinance 13-C-20**: "An Ordinance of the Common Council of the City of Huntington, Indiana, Annexing Certain Territory to the City Of Huntington, Indiana, Placing the Same Within the Corporation Boundaries Thereof and Making the Same a Part of the City of Huntington", seconded by Council Member Marshall. Motion passed 7-0. Council Member Chapman made a motion to suspend the rules and approve Ordinance 13-C-20 on second reading, seconded by Council Member Pike. Motion passed 7-0. Council Member Chapman made a **motion to approve on seconded and final reading Ordinance 13-C-20**, seconded by Council Member Marshall. Motion passed 7-0. Ordinance signed.

Council Member Meehan made a motion to approve on **first and final reading Resolution 16-R-20 "A Resolution of the Common Council of the City of Huntington, Indiana Extending Local Disaster Emergency"**, seconded by Council Member Felton. Motion passed 6-1. Ayes: Blomeke, Chapman, Funk, Marshall, Meehan, and Pike. Nays: Felton. Resolution signed.

MISCELLANEOUS:

Fire Chief Johnson updated Council on the progress being made to acquire a new fire truck. Presently, the price is $693,000 with a build time of eight and a half months. A proposed agreement is being reviewed and will be considered at a future Board of Public Works and Safety meeting. The Chief also stated that he will be asking for $22,600 in an additional appropriation to cover the City's grant match portion for new radios that all Huntington County fire departments will receive. The City applied for and received a FEMA grant for over one million dollars to supply these new radios with less than $250,000 match total from all departments. He also reported that the Safe haven baby box donations are being collected at Huntington County Community Foundation and the City has collected almost $20,000 to begin construction.

Mayor Strick reported that the City received a favorable news from the City's Financial Consultant, Baker Tilly, regarding the recent storm water bond sale. The interest rate was initially projected to be 2.8%, but the actual rate after the sale will be 1.76%. The savings will allow the City to complete additional projects.

ADJOURNMENT:

Council Member Pike moved to adjourn, seconded by Council Member Meehan. Motion passed 7-0.

APPROVED:

As Mayor
Richard Strick

As Member
Joseph E. Blomeke

As Council President
Charles Chapman

As Member
Dave Funk

As Member
PJ Felton

As Member
Jerry Meehan Jr

As Member
Seth Marshall

As Member
Paul Pike

Attest:

As Clerk-Treasurer
Christi A. McElhaney