



RESOLUTION 01-2014



A RESOLUTION TO AMEND RESOLUTION 15-2013 AUTHORIZING THE PURCHASE OF PROPERTY FOR THE VILLAGE OF ASHVILLE, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Ashville desires to purchase the real property located north of West Station Street and South of State Route 752.

WHEREAS, the Village of Ashville has received and will use Ohio Water Development Authority (OWDA) WWTP Planning and Design – Loan Account #6251 for purchase.

WHEREAS, the Village of Ashville has authority to purchase said land for public purposes and this public purpose will be to construct a wastewater facility; and

WHEREAS, the Village of Ashville considers said property to be a benefit to village residents, and as such has authority,

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:

SECTION ONE: The Village of Ashville accepts the terms of those Real Estate Purchase Agreements attached hereto as Exhibits "A" and "B" as set forth in Section Two below, and agrees to enter into said contracts for purchase of that property described as Parcel Number D12-0-001-00-147-00, D13-0-010-00-069-00, and D13-0-010-00-071-0.

SECTION TWO: The purchase price for the property is generally \$15,000.00 per acre and \$13,500 for a fifty (50) feet access strip to State Route 752 (to be purchased in fee simple subject to a reserved easement) plus associated adjustments and closing costs as specified in the contract. Specifically, the purchase price is:

- 10.241 acres from Citizen's Bank of Ashville for \$15,000 per acre. Total purchase price \$150,000 + \$3,615.00 for a \$153,615 total plus any associated purchase costs.
- +/-10.00 acres and the 50 foot fee simple access from that 10 acres to State Route 752 from Leo J. Hall Trustee. The price for the +/-10 acres is \$15,000 per acre and the access fee simple property for \$13,500 + \$3,780 = \$17,280. Total purchase price \$163,500 + \$3,780 = \$167,280 plus any associated purchase costs.
- The grantor, Leo J. Hall, Trustee, will reserve an easement for ingress and egress upon the 50 feet access strip.

SECTION THREE: The Village Administrator (or other officers of the Village) is hereby empowered by Council to execute Real Estate Purchase Agreements in substantially the same form and content as those attached hereto, and to sign all documents necessary to effectuate said purchase on behalf of the Village of Ashville.

SECTION FOUR: This Resolution is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that this Resolution is necessary for the immediate preservation of public peace, health, safety and welfare, including the immediate need to obtain land for a new waste water treatment plant in order to satisfy the requirements of Ohio law and the Ohio Environmental Protection Agency, and that Council believes the same is accomplished by this purchase,

All prior resolutions which conflict with the provisions of this resolution are hereby repealed to the extent that they are in conflict herewith. If any provision of this resolution, or the application thereof to any person or circumstance, is held invalid, the invalidity does not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions are severable.

Vote on emergency measure Yeas 5 Nays 0 Excused Absences 1

Passed as an emergency measure Yeas 5 Nays 0 Excused Absences 1

PASSED THIS 3rd DAY OF FEBRUARY, 2014

ATTEST:

Patricia S. Cavinee

Patricia S. Cavinee, Tax Adm. - Minutes

DATE: 2-6-14

APPROVED:

Charles K. Wise

Charles K. Wise, Mayor

DATE: 06-Feb-14

Prepared 1/17/2014

Revised Date:

Review Date



Real Estate Purchase Contract

Exhibit A

Industrial-Investment-Commercial

It is recommended that all parties be represented by legal counsel

1. PROPERTY DESCRIPTION: The undersigned Buyer offers to purchase from the Seller in accordance with the provisions of this Real Estate Purchase Contract ("Contract"), the following described real estate including, without limitation, appurtenant rights, privileges and easements located in the County of Pickaway, the State of Ohio and known as: **and further described on the attached Exhibit "A". Buyer understands the Property to include parcel numbers**.
2. PRICE AND TERMS: The purchase price of **One Hundred Fifty-Three Thousand, Six Hundred Fifteen Dollars (\$153,615)**, payable in cash at closing.
3. CONTINGENCIES:
 - (a) Property Inspection: (This paragraph 3 (a) not applicable if number of days not inserted) Buyer, at Buyer's expense shall have ____ days after the acceptance hereof to have the Property and all improvements, fixtures and equipment inspected to determine the suitability for Buyer's intended use. Seller shall cooperate in making the Property reasonably available for such inspection(s). Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspection(s). If Buyer is not, in good faith, satisfied with the condition of the Property as disclosed by such inspection(s), Buyer may terminate this Contract by delivering written notice of such termination to Seller within the time period specified above. Failure of Buyer to so deliver written notice within such time period shall constitute a waiver of Buyer's right to terminate pursuant to this provision.
 - (b) Other Contingencies: **Buyer's obligations under this agreement shall be contingent upon the approval of this contract by Ashville Village Council and the appropriation of funds for the purchase of the property. Buyer's obligations shall also be contingent upon the condition subsequent of Buyer closing upon the purchase of an adjoining ten (10) acre tract being purchased from Leo Hall, Trustee.**
4. POSSESSION: Possession shall be given upon closing.
5. LEASES, RENTALS AND SECURITY DEPOSITS: Seller represents and warrants that there are no leases pursuant to which any person or entity has a current or future right of possession of the Property and that Seller and no one on Seller's behalf, is holding any security deposits made by any such tenants. This warranty and all warranties made by Seller herein shall survive the closing.
6. DAMAGE OR DESTRUCTION OF PROPERTY: Risk of physical loss to the Property and improvements shall be borne by Seller until closing, provided that if any property covered by this Contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or (b) rescind this Contract and thereby release all parties from liability hereunder by giving written notice to Seller within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction. In the event this contract is rescinded pursuant to this paragraph, any deposit or earnest money paid by Buyer shall be promptly returned to Buyer.
7. EVIDENCE OF TITLE: Seller shall furnish and pay for an owner's title insurance commitment and policy [ALTA Form B (1970 REV. 10-17-70 & REV. 10-17-84)] within _____ days of acceptance hereof in the amount of One Hundred Fifty Thousand Dollars (\$150,000). In the event that Buyer desires to obtain coverage in an amount in excess of One Hundred Fifty Thousand Dollars (\$150,000), the Buyer shall pay the increased cost thereof. The title evidence shall be certified to within thirty (30) days prior to closing with endorsement not before 8:00 a.m. on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Contract; (c) zoning ordinances; (d) legal highways and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with Buyer's intended use which is a waste water treatment plant with associated and related uses. Buyer shall pay any additional costs incurred in connection with mortgagee title insurance issued for the protection of Buyer's lender. If title to all or part of the Property is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted in this Contract, Seller shall, within thirty (30) days after written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment or obtain title insurance without exception thereof. In the event Seller is unable to remedy or insure against the defect within the thirty (30) day period, the Buyer may declare this Contract null and void. In the event this contract is so declared null and void, any deposit or earnest money paid by Buyer shall be promptly returned to Buyer. At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.
8. CONVEYANCE AND CLOSING: At closing, Seller shall pay transfer taxes and deed preparation and shall convey, at closing, marketable title (as described in paragraph 7) to the Property by deed of general warranty (or appropriate fiduciary deed if seller is a fiduciary) in fee simple, with release of dower, if any. The date of closing shall be **within thirty (30) days of the release of all Buyer's contingencies.** The general warranty deed shall convey the property to Buyer or an entity designated by Buyer prior to closing.

9. **TAXES AND ASSESSMENTS:** At closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of this Contract and all agricultural use tax recoupments for years prior to the year of closing. At closing, Seller also shall pay or credit on the purchase price all other unpaid real estate taxes that are a lien for years prior to closing and a portion of such taxes and agricultural use tax recoupments for year of closing, prorated through date of closing and based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. With regard to further assessments, Seller warrants that, as of the date of the acceptance hereof, no improvements or services to the site or area have been installed or furnished that would result in the costs being assessed against the Property, and no written notification has been received by Seller from public authority or owners' association of future improvements that would result in costs being assessed against the Property. Real estate taxes and assessments are subject to retroactive change by governmental authority. The real estate taxes for the Property for current tax year may change as a result of the transfer or as a result of a change in the tax rate. The proration of taxes and assessments set forth on the settlement statement shall be final.
10. **BUYER'S EXAMINATION:** BUYER IS RELYING SOLELY UPON ITS OWN EXAMINATION OF THE PROPERTY AND INSPECTIONS HEREIN REQUIRED, IF ANY, FOR ITS PHYSICAL CONDITION, CHARACTER, AND SUITABILITY FOR BUYER'S INTENDED USE AND ALL OTHER MATTERS RELATING TO THE PROPERTY AND IS NOT RELYING UPON ANY REPRESENTATIONS BY SELLER, EXCEPT FOR THOSE CONTAINED IN THIS CONTRACT. THE PROPERTY SHALL BE CONVEYED IN "AS IS" AND "WHERE IS" CONDITION WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THIS CONTRACT.
11. **INDEMNITY:** Seller agrees to defend, indemnify and hold harmless Buyer, and its agents and employees for any cost or liability that may be incurred by or imposed on Buyer for any breach by Seller of any representation or warranty or for any misrepresentation or concealment of fact by Seller in connection with the Property. Seller will also defend indemnify and hold harmless the Buyer for any claims, causes of action, suits or demands by the current tenant (if any) for acts or omissions of the Seller prior to Closing.
12. **BROKERS:** Buyer and Seller acknowledge that there are no brokers or real estate agents representing either of them and that there are no commissions or fees owed to any brokers or real estate agents in relation to this transaction. In the event a claim for a commission or similar fee is made by a broker, agent or similar person or firm, the party through whom such claim is made shall indemnify, defend and hold harmless the other party to this agreement in relation to such claim.
13. **MISCELLANEOUS:** This Contract constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this Contract shall be in writing, signed by Buyer(s) and Seller(s) and copies provided to them. This Contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. Time is of the essence of all provisions of this Contract. All provisions of this Contract shall survive the closing. In compliance with fair housing laws, no party shall in any manner discriminate against any Buyer or Buyers because of race, color, religion, sex, familial status, handicap or national origin. Paragraph captions are for identification only and are not a part of this Contract.
14. **EXPIRATION AND ACCEPTANCE:** This offer shall remain open for acceptance until **5:00 pm** Columbus, Ohio time on _____, 20____, and a signed copy shall be returned to Buyer upon acceptance.
15. **ADDITIONAL TERMS:** None.

Buyer hereby makes the foregoing offer this _____ day of _____, 20____.

BUYER: The Village of Ashville, Ohio

By: _____

Name: _____

Its: _____

BUYER'S ADDRESS FOR NOTICES:

Village of Ashville
 Attention: Franklin Christman
 200 East Station Street
 Ashville, Ohio 43103

Name of Buyer's Attorney: Patrick M. Pickett, Esq, 2 Miranova Place, Suite 700, Columbus, Ohio 43215 Phone: (614) 221-2121 Fax: (614) 365-9516

Seller agrees to and accepts the foregoing offer this _____ day of _____, 20____.

SELLER: _____

By: _____

Name: _____

Its: _____

SELLER'S ADDRESS FOR NOTICE PURPOSES: _____

Name of Seller's Attorney: _____

Real Estate Purchase Contract

Industrial-Investment-Commercial

It is recommended that all parties be represented by legal counsel

1. PROPERTY DESCRIPTION: The undersigned Buyer offers to purchase from the Seller in accordance with the provisions of this Real Estate Purchase Contract ("Contract"), the following described real estate including, without limitation, appurtenant rights, privileges and easements located in the County of Pickaway, the State of Ohio and known as: **and further described on the attached Exhibit "A". Buyer understands the Property to include parcel numbers _____ Seller may reserve unto itself for the benefit of itself and its successors and assigns, a permanent, non-exclusive easement for ingress and egress to seller's adjoining land using the fifty foot wide strip described on Exhibit "B"**
2. PRICE AND TERMS: The purchase price of **One Hundred Sixty-Seven Thousand, Two Hundred Eighty Dollars (\$167,280)**, payable in cash at closing.
3. CONTINGENCIES:
 - (a) Property Inspection: (This paragraph 3 (a) not applicable if number of days not inserted) Buyer, at Buyer's expense shall have _____ days after the acceptance hereof to have the Property and all improvements, fixtures and equipment inspected to determine the suitability for Buyer's intended use. Seller shall cooperate in making the Property reasonably available for such inspection(s). Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspection(s). If Buyer is not, in good faith, satisfied with the condition of the Property as disclosed by such inspection(s), Buyer may terminate this Contract by delivering written notice of such termination to Seller within the time period specified above. Failure of Buyer to so deliver written notice within such time period shall constitute a waiver of Buyer's right to terminate pursuant to this provision.
 - (b) Other Contingencies: **Buyer's obligations under this agreement shall be contingent upon the approval of this contract by Ashville Village Council and the appropriation of funds for the purchase of the property. Buyer's obligations shall also be contingent upon Buyer closing upon the purchase of an adjoining 10.241 acre tract being purchased from The Citizens Bank of Ashville, Ohio.**
4. POSSESSION: Possession shall be given upon closing.
5. LEASES, RENTALS AND SECURITY DEPOSITS: Seller represents and warrants that there are no leases pursuant to which any person or entity has a current or future right of possession of the Property and that Seller and no one on Seller's behalf, is holding any security deposits made by any such tenants. This warranty and all warranties made by Seller herein shall survive the closing.
6. DAMAGE OR DESTRUCTION OF PROPERTY: Risk of physical loss to the Property and improvements shall be borne by Seller until closing, provided that if any property covered by this Contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or (b) rescind this Contract and thereby release all parties from liability hereunder by giving written notice to Seller within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction. In the event this contract is rescinded pursuant to this paragraph, any deposit or earnest money paid by Buyer shall be promptly returned to Buyer.
7. EVIDENCE OF TITLE: Buyer shall furnish and pay for an owner's title insurance commitment and policy [ALTA Form B (1970 REV. 10-17-70 & REV. 10-17-84)] within _____ days of acceptance hereof in the amount of One Hundred Sixty-Three Thousand Five Hundred Dollars (\$163,500). In the event that Buyer desires to obtain coverage in an amount in excess of One Hundred Sixty-Three Thousand Five Hundred Dollars (\$163,500), the Buyer shall pay the increased cost thereof. The title evidence shall be certified to within thirty (30) days prior to closing with endorsement not before 8:00 a.m. on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Contract; (c) zoning ordinances; (d) legal highways and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with Buyer's intended use which is a waste water treatment plant with associated and related uses. Buyer shall pay any additional costs incurred in connection with mortgagee title insurance issued for the protection of Buyer's lender. If title to all or part of the Property is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted in this Contract, Seller shall, within thirty (30) days after written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment or obtain title insurance without exception thereof. In the event Seller is unable to remedy or insure against the defect within the thirty (30) day period, the Buyer may declare this Contract null and void. In the event this contract is so declared null and void, any deposit or earnest money paid by Buyer shall be promptly returned to Buyer. At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.
8. CONVEYANCE AND CLOSING: At closing, Seller shall pay transfer taxes and deed preparation and shall convey, at closing, marketable title (as described in paragraph 7) to the Property by fiduciary deed in accordance with Revised Code Section 5302.09. The date of closing shall be **within thirty (30) days of the release of all Buyer's contingencies.** The fiduciary deed shall

convey the property to Buyer or an entity designated by Buyer prior to closing.

- 9. TAXES AND ASSESSMENTS: At closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of this Contract. At closing, Seller also shall pay or credit on the purchase price all other unpaid real estate taxes that are a lien for years prior to closing and a portion of such taxes for the year of closing, prorated through date of closing and based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. With regard to further assessments, Seller warrants that, as of the date of the acceptance hereof, no improvements or services to the site or area have been installed or furnished that would result in the costs being assessed against the Property, and no written notification has been received by Seller from public authority or owners' association of future improvements that would result in costs being assessed against the Property. Real estate taxes and assessments are subject to retroactive change by governmental authority. The real estate taxes for the Property for current tax year may change as a result of the transfer or as a result of a change in the tax rate. The proration of taxes and assessments set forth on the settlement statement shall be final.
- 10. BUYER'S EXAMINATION: BUYER IS RELYING SOLELY UPON ITS OWN EXAMINATION OF THE PROPERTY AND INSPECTIONS HEREIN REQUIRED, IF ANY, FOR ITS PHYSICAL CONDITION, CHARACTER, AND SUITABILITY FOR BUYER'S INTENDED USE AND ALL OTHER MATTERS RELATING TO THE PROPERTY AND IS NOT RELYING UPON ANY REPRESENTATIONS BY SELLER, EXCEPT FOR THOSE CONTAINED IN THIS CONTRACT. THE PROPERTY SHALL BE CONVEYED IN "AS IS" AND "WHERE IS" CONDITION WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THIS CONTRACT.
- 11. INDEMNITY: Seller agrees to defend, indemnify and hold harmless Buyer, and its agents and employees for any cost or liability that may be incurred by or imposed on Buyer for any breach by Seller of any representation or warranty or for any misrepresentation or concealment of fact by Seller in connection with the Property. Seller will also defend indemnify and hold harmless the Buyer for any claims, causes of action, suits or demands by the current tenant (if any) for acts or omissions of the Seller prior to Closing.
- 12. BROKERS: Buyer and Seller acknowledge that there are no brokers or real estate agents representing either of them and that there are no commissions or fees owed to any brokers or real estate agents in relation to this transaction. In the event a claim for a commission or similar fee is made by a broker, agent or similar person or firm, the party through whom such claim is made shall indemnify, defend and hold harmless the other party to this agreement in relation to such claim.
- 13. MISCELLANEOUS: This Contract constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this Contract shall be in writing, signed by Buyer(s) and Seller(s) and copies provided to them. This Contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. Time is of the essence of all provisions of this Contract. All provisions of this Contract shall survive the closing. In compliance with fair housing laws, no party shall in any manner discriminate against any Buyer or Buyers because of race, color, religion, sex, familial status, handicap or national origin. Paragraph captions are for identification only and are not a part of this Contract.
- 14. EXPIRATION AND ACCEPTANCE: This offer shall remain open for acceptance until **5:00 pm** Columbus, Ohio time on _____, 20____, and a signed copy shall be returned to Buyer upon acceptance.
- 15. ADDITIONAL TERMS: None.

Buyer hereby makes the foregoing offer this _____ day of _____, 20____.

BUYER: The Village of Ashville, Ohio

By: _____

Name: _____

Its: _____

BUYER'S ADDRESS FOR NOTICES:

Village of Ashville
Attention: Franklin Christman
200 East Station Street
Ashville, Ohio 43103

Name of Buyer's Attorney: Patrick M. Pickett, Esq, 2 Miranova Place, Suite 700, Columbus, Ohio 43215 Phone: (614) 221-2121 Fax: (614) 365-9516

Seller agrees to and accepts the foregoing offer this _____ day of _____, 20____.

SELLER: _____

By: _____

Name: _____

Its: _____

SELLER'S ADDRESS FOR NOTICE PURPOSES: _____

Name of Seller's Attorney: _____



RESOLUTION 02-2014

A RESOLUTION AUTHORIZING SUPPLEMENTAL APPROPRIATIONS BETWEEN ACCOUNTS AND AMENDING ORDINANCE 2014-03, THE PERMANENT APPROPRIATIONS ORDINANCE, AND DECLARE AN EMERGENCY.

WHEREAS, the Council of the Village of Ashville annually appropriates by ordinance funds to cover the expenses and obligations of the Village; and it becomes necessary on occasion to amend those appropriations,

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:

SECTION ONE: that the following supplemental appropriations are made in the Street Fund:

1. Move to the Street Construction Maintenance and Repair Fund 2011-620-433-0000 Repairs and Maintenance of Motor Vehicles from General Fund 1000-930-930-5001 Contingencies ~~\$28,177.00~~ \$11,270.80. The balance of this \$28,177 expenditure for repair is found in the worksheet below, see "Southeastern

<i>Fund Account</i>	<i>Percentage</i>	<i>Currency</i>
2011-620-433	40%	\$11,270.80
5101-533-433	25%	\$7,044.25
5201-534-433	10%	\$2,817.70
5704-800-433	25%	\$7,044.25
	100%	\$28,177.00

Equipment Co. Inc. Estimate of Repair Costs".

Beyond the changes made in Section One all other sections and subsections of Ordinance 2014-03 remain unchanged, effective, and enforceable.

SECTION TWO:

1. That this resolution is hereby declared to be an emergency resolution and necessary for the immediate preservation of the peace, health, safety and general welfare of the citizens of the Village of Ashville and for the further reasons that expenses and contractual obligations require the supplemental appropriations; therefore, this resolution shall take effect immediately upon its passage.

PASSED THIS 18th DAY OF MARCH, 2014

ATTEST:

Barbara J. Gilbert, Clerk-Fiscal Officer

DATE: 03 Apr 14

APPROVED:

Charles K. Wise, Mayor

DATE: 03 Apr 14

Prepared 03/13/2014
Revised Date: 03/18/2014
Review Date





RESOLUTION 03 - 2014 OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO SUBMIT AN APPLICATION (S) FOR OHIO DEPARTMENT OF DEVELOPMENT SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR FY2014. AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Ashville, Ohio is planning to make improvements to areas of the Village of Ashville that meet the Low and Moderate Income (LMI) requirements,

WHEREAS, the improvement herein above described is considered to be a priority need for the community,

NOW, AND THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

SECTION ONE

The Mayor or Village Administrator is hereby authorized to submit an application to the Pickaway County Board of Commissioner for (CDBG) funding. That funding will be for two projects:

Priority One: Village of Ashville West Station Street Resurfacing Project Phase I

Priority Two: Village of Ashville Long Street and State Route 316 Sidewalk Improvement Project

SECTION TWO

The Council of Ashville will limit the expenditure for this project to \$50,000.

SECTION THREE

That this resolution is hereby declared to be an emergency resolution and necessary for the immediate preservation of the peace, health, safety, and general welfare of the citizens of the Village of Ashville.

Therefore, this resolution will take immediately upon its passage.

PASSED THIS 21st DAY OF APRIL, 2014

ATTEST:


Barbara J. Gilbert, Clerk-Fiscal Officer

DATE: April 21, 2014

APPROVED:


Charles K. Wise, Mayor

DATE: 21 Apr 14

Prepared 04/17/2014

Revised Date:

Review Date



RESOLUTION 04 - 2014 OF THE VILLAGE OF ASHVILLE



A RESOLUTION TO AUTHORIZE THE MAYOR OR VILLAGE ADMINISTRATOR TO EXTEND AN AGREEMENT WITH PICKAWAY COUNTY JOB AND FAMILY SERVICES AND AMEND 2014-02 TO ALLOW THE VILLAGE OF ASHVILLE TO PARTICIPATE IN THE TANF SUBSIDIZED SUMMER EMPLOYMENT PROGRAM YOUTH (SEP) INTO A SUBSIDIZED EMPLOYMENT PROGRAM (EP) WITH JOBS ONE-STOP. AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Ashville annually appropriates by ordinance funds to cover the expenses and obligations of the Village; and it becomes necessary on occasion to amend those appropriations,

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:

SECTION ONE: that the following supplemental appropriations are made in the General Fund:

Move to Lands and Buildings \$5,000 to be split between 1000-730-190 Salaries, 1000-730-211 OPERS, and 1000-730-212 Medicare from 1000-930-930, Contingencies. This is for the purpose of appropriating funds. Once reimbursement for this funds has occurred from Jobs One-stop those funds will be returned to 1000-930-930 Contingencies.

SECTION TWO:

This Resolution will authorize the execution of an extension of an agreement with Pickaway County Jobs and Family Services by the Mayor or Village Administrator. The amendment to Ordinance 2014-02 will permit payroll to conform to said agreement, Exhibit I.

SECTION THREE:

This Resolution will authorize up to twenty-nine (29) hours per week for each individual in the TANF SEP Program.

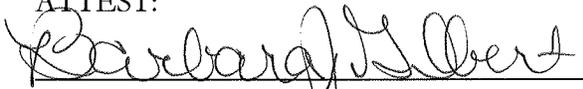
SECTION FOUR:

That this resolution is hereby declared to be an emergency resolution and necessary for the immediate preservation of the peace, health, safety, and general welfare of the citizens of the Village of Ashville.

Therefore, this resolution will take immediately upon its passage.

PASSED THIS 21st DAY OF APRIL, 2014

ATTEST:


Barbara J. Gilbert, Clerk-Fiscal Officer

DATE: 04/21/14

APPROVED:


Charles K. Wise, Mayor

DATE: 21 Apr 14

Prepared: 4/17/2014
Revised Date: 4/21/2014
Review Date:

kwiktag[®]

088 170 917





Resolution 05 - 2014 of The Village of Ashville



Urging Ohio voters to support State Issue 1, renewal of the State Capital Improvements Program, on the May 6, 2014 ballot

Whereas, Ohio local communities are in continuing need of support for vital road, bridge, sewer, water and other infrastructure projects, and

Whereas, Ohio has in place a state program of support for local communities which not only helps to fund infrastructure projects, but also creates large numbers of construction and allied jobs, and

Whereas, the Ohio State Capital Improvements Program has successfully provided support for more than 11,500 such projects and resulting job creation since its inception in 1987, and

Whereas, the Ohio State Capital Improvements Program for the Village of Ashville has and is providing support for four (4) projects. The Grants to the Village of Ashville total just over one million dollars (\$1,000,000). The low interest loans total over one hundred and twenty-three (\$123,000). This has or will result in job creation for the Village of Ashville. The Village of Ashville has two (2) active projects, and

Whereas, Issue 1 on the May 6, 2014 statewide ballot provides Ohio voters with the opportunity to renew the program by authorizing issuance of \$1.875 billion in capital improvement bonds, and

Whereas, no new taxes are required to fund repayment of the bonds;

Now, therefore, be it resolved that the Village of Ashville declares its support for State Issue 1, and urges Ohio voters to cast their votes in support of continuing the infrastructure improvement and job creation Issue 1 will foster.

Therefore, this resolution will take immediately upon its passage.

PASSED THIS 21st DAY OF APRIL, 2014

Attest:



Barbara J. Gilbert, Clerk-Fiscal Officer

APPROVED:



Charles K. Wise, Mayor

Prepared 04/17/2014

Revised Date:

Review Date

DATE: 

DATE: 



RESOLUTION 06 - 2014 OF THE VILLAGE OF ASHVILLE



A RESOLUTION TO PROVIDE A SUMMER STUDENT WORKS PROGRAM

WHEREAS, the Council of Ashville annually appropriates by ordinance funds to cover the expenses and obligations of Ashville,

WHEREAS, the Council of Ashville approves the position and range of staff to be employed by Ashville,

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:

SECTION ONE: that in 2014 Ashville will have a Student Works Program funded from Lands and Buildings 1000-730-190 Salaries, 1000-730-211 OPERS, and 1000-730-212 Medicare,

SECTION TWO: this Resolution will allow for funding of a Student Works Program from June through August. The number of students will be from two (2) to four (4) students with an average of twenty (20) hours of work per week per student. The expenditure cannot exceed Ordinance 2014-02 Appropriation for 1000-730-190 Salaries, 1000-730-211 OPERS, and 1000-730-212 Medicare.

SECTION THREE:

This Resolution will authorize up to twenty-nine (29) hours per week for each individual in the Summer Student Works Program.

PASSED THIS 21ND DAY OF APRIL, 2012

ATTEST:

Barbara J. Gilbert
Barbara J. Gilbert, Clerk-Fiscal Officer

DATE: April 21, 2014

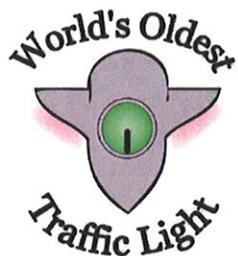
APPROVED:

Charles K. Wise
Charles K. Wise, Mayor

DATE: 20 APR 14

Prepared 4/17/2014
Revised Date: 4/21/2014
Review Date





RESOLUTION 07 - 2014 OF THE VILLAGE OF ASHVILLE



A RESOLUTION TO APPROVE THE SIGNING OF THE OHIO EPA DIRECTOR'S FINAL 'FINDING AND ORDERS' (DFFO) AND DECLARING AN EMERGENCY

WHEREAS, the Director of the Ohio Environmental Protection Agency has issued 'Findings and Orders', Exhibit A, to the Village of Ashville; and

WHEREAS, Ohio Revised Code §§ 6111.03, 6111.46, and 3745.01 grants the authority to the Ohio Environmental Protection Agency (Ohio EPA) to issue 'Findings and Orders', Exhibit A; and

WHEREAS, the Village of Ashville is required to properly operate and maintain its wastewater treatment plants, sewer system, and any associated equipment and structures, including elimination of unpermitted discharges from its collection system and its wastewater treatment plants; and

WHEREAS, the Village of Ashville agrees to the steps identified in the 'Findings and Orders', Exhibit A, to comply with the requirements to properly operate and maintain its wastewater treatment plants, sewer system, and any associated equipment and structures, including elimination of unpermitted discharges from its collection system and its wastewater treatment plants; and

WHEREAS, the Ohio EPA may adopt and enforce orders governing such systems and requiring submission of records of construction, operation and maintenance, including plans and descriptions of existing sewage treatment and disposal systems; and

WHEREAS, the Village of Ashville has represented to the Ohio EPA that it has implemented or intends to implement the Final 'Findings and Orders', Exhibit A; and

A RESOLUTION TO APPROVE THE SIGNING OF THE OHIO EPA DIRECTOR’S FINAL ‘FINDING AND ORDERS’ (DFFO) AND DECLARING AN EMERGENCY

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, PICKAWAY COUNTY, OHIO:

SECTION ONE: that the Village of Ashville agrees to sign the Ohio EPA Director’s ‘Findings and Orders’, Exhibit A, for sanitary sewer evaluation and maintenance.

SECTION TWO: That this resolution is hereby declared to be an emergency resolution and necessary for the immediate preservation of the peace, health, safety, and general welfare of the citizens of the Village of Ashville.

Therefore, this resolution will take immediately upon its passage.
PASSED THIS 19TH DAY OF MAY, 2014

ATTEST:

 DATE: May 19, 2014
Barbara J. Gilbert, Clerk-Fiscal Officer

APPROVED:

 DATE: 19 May 2014
Charles K. Wise, Mayor

Prepared 5/16/2014

Revised Date:

Review Date

BEFORE THE
OHIO ENVIRONMENTAL PROTECTION AGENCY **Exhibit A**

In the Matter of:

Village of Ashville	:	<u>Director's Final Findings</u>
200 E. Station Street	:	<u>and Orders</u>
Ashville, Ohio 43103	:	
	:	
Respondent	:	

PREAMBLE

It is agreed by the Parties hereto as follows:

I. JURISDICTION

These Director's Final Findings and Orders ("Orders") are issued to the Village of Ashville ("Respondent") pursuant to the authority vested in the Director of the Ohio Environmental Protection Agency ("EPA") under Ohio Revised Code (R.C.) §§ 6111.03 and 3745.01.

II. PARTIES BOUND

These Orders shall apply to and be binding upon Respondent and successors in interest liable under Ohio law. No change in the composition of Respondent shall in any way alter Respondent's obligations under these Orders.

III. DEFINITIONS

Unless otherwise stated, all terms used in these Orders shall have the same meaning as defined in R.C. Chapters 6111 and 3745, and the rules promulgated thereunder.

IV. FINDINGS

The Director of Ohio EPA has made the following findings:

1. Respondent is located in Pickaway County, Ohio, and has a population of approximately 4,120 people.

2. Respondent owns and operates a wastewater treatment plant (WWTP) located at 67 S. Scioto Street, Ashville, Ohio. The WWTP consists of screening, primary settling, oxidation ditches, secondary settling, chlorination, dechlorination, and post aeration. The WWTP is designed to treat 0.6 million gallons per day (MGD) of sewage. Median daily flow is 0.409 MGD.
3. Respondent holds a National Pollutant Discharge Elimination System (NPDES) permit, number 4PC00005*LD, effective July 1, 2012, which authorizes Respondent to discharge effluent from the WWTP to Walnut Creek. Walnut Creek is defined as "waters of the state" pursuant to R.C. § 6111.01.
4. Respondent's previous NPDES permit, No. 4PC00005*KD, effective from July 1, 2007 to June 30, 2012, contained two compliance schedules. The first required installation by no later than January 1, 2008, of a flow meter/totalizer capable of accurately recording the actual range of discharge flow rates from the WWTP. The second required elimination of sanitary sewer overflows at Manhole 1 adjacent to the WWTP and Manhole 6 located within the collection system by no later than July 1, 2010.
5. Respondent violated NPDES permit No. 4PC00005*KD by not complying with the compliance schedules in a timely manner, in violation of R.C. § 6111.07. Respondent completed installation of the flow monitoring equipment on February 21, 2008, and permanently plugged and eliminated both SSOs on or about June 16, 2011.
6. Respondent also operates a separate sanitary sewerage system tributary to the WWTP.
7. Numerous sanitary sewer overflows have occurred from the manholes adjacent to the WWTP and within the collection system. These overflows consisted of untreated sanitary sewage which flowed into Walnut Creek. In addition, there is a bypass at the WWTP. When a bypass occurs, the sanitary sewage does not undergo full treatment at the WWTP as the clarifiers are bypassed. Untreated and partially treated sanitary sewage is "pollution," as that term is defined in R.C. § 6111.01.
8. Each day of discharge of sanitary sewage from the SSOs to waters of the state without a valid NPDES permit for the discharge is a separate violation of R.C. §§ 6111.04 and 6111.07. The dates of the overflows or bypasses known to Ohio EPA are July 15-16, 2003, August 3, 2003, December 16, 2003, January 3-9,

- 2004, April 22, 2004, May 1-4, 2004, May 17, 2004, May 18, 2004, May 21-25, 2004, May 27, 2004, September 8, 2004, October 18, 2004, January 3-10, 2005, March 28, 2005, January 18, 2006, March 15, 2007, March 4, 2008, March 14, 2008, May 16, 2008, June 4, 2008, April 15, 2009, October 31, 2009, January 25, 2010, February 24, 2010, March 1, 2010, March 26, 2010, February 9, 2011, February 25, 2011, April 12, 2011, April 19-20, 2011, April 25, 2011, May 3-4, 2011, May 17-18, 2011, May 23, 2011, January 26, 2012, December 10, 2012, February 19-20, 2014, and May 12, 2014. In addition, sewage backed up into basements on at least August 19, 2010.
9. The discharge of pollutants into waters of the state in excess of the permissible limits of an NPDES permit is a violation of R.C. §§ 6111.04 and 6111.07.
 10. Ohio EPA inspected Respondent's WWTP on October 15, 2003, March 1, 2005, March 15, 2007, February 6, 2008, June 18, 2008, June 3, 2009, March 15, 2010, March 17, 2011, February 17, 2012, and February 26, 2014. Following these inspections, letters or Notices of Violation ("NOVs") dated May 1, 2005, June 26, 2007, February 14, 2008, July 2, 2008, June 30, 2009, April 27, 2010, April 1, 2011, March 5, 2012, and March 7, 2014, along with inspection reports listing violations of Respondent's NPDES permit, were sent to Respondent. Notices of Violation listing violations of the effluent limitations in Respondent's NPDES permit were sent to Respondent on at least September 17, 2008, November 24, 2009, March 19, 2010, August 12, 2010, and October 18, 2013. In addition, a meeting was held on February 21, 2012, between Ohio EPA and Respondent to discuss Respondent's noncompliance.
 11. Respondent has, on at least the dates listed in the chart attached hereto as Attachment I and incorporated by reference as if fully rewritten herein, and based on laboratory results reported by Respondent, although in part questioned by Respondent, exceeded final effluent limitations in its NPDES permit for total suspended solids, fecal coliform, dissolved oxygen, carbonaceous biochemical oxygen demand (CBOD5), pH, and metals in sludge from January 1, 2007 to March 31, 2014, and on at least the dates listed in the charts attached hereto as Attachment II and incorporated by reference as if fully rewritten herein, violated reporting and sampling frequency requirements from January 1, 2005 to March 31, 2014. These include occasions such as September 1, 2012, when WWTP staff forgot to take phosphorus and nitrate samples. Each violation cited in Attachments I and II constitutes a separate violation of R.C. §§ 6111.04 and 6111.07.
 12. Respondent has received dozens of complaints about odors from the WWTP

- and/or the collection system since at least 2007.
13. Respondent has failed to maintain and operate the WWTP and sanitary sewerage system in a fashion necessary to ensure compliance as required in Parts III.3.A. and III.B. of its NPDES permit on at least September 22, 2003, September 27, 2003, December 10, 2003, October 3, 2006, and December 10, 2012. Failure to maintain the WWTP and the sanitary sewerage system as required to ensure compliance is a violation of R.C. § 6111.07. Each day of violation is a separate offense.
 14. Respondent failed to submit the annual report of SSOs for 2011 by March 31, 2012, as required by Part II, E.2.b)(iii) of Respondent's NPDES permit, in violation of R.C. § 6111.07. The report was submitted on or about December 6, 2012.
 15. R.C. § 6111.07(A) prohibits any person from violating, or failing to perform any duty imposed by sections 6111.01 to 6111.08 of the Revised Code or violating any order, rule, or term or condition of a permit issued or adopted by the Director of Environmental Protection pursuant to those sections. Each day of violation is a separate offense.
 16. Walnut Creek is heavily used for fishing and swimming. Due to elevated levels of indicator bacteria, to which Respondent's overflows and bypasses contribute, Walnut Creek is designated nonattainment for recreational uses. Based on the observed conditions and sampling results, it is necessary that sanitary sewerage system and WWTP improvements be constructed, maintained, and operated in order to consistently protect public health and welfare and waters of the state.
 17. On May 14, 2012, Respondent submitted a facilities plan to Ohio EPA. The plan included a proposed schedule for construction of a new WWTP, and a flow monitoring and corrective action plan for the collection system to be implemented starting in 2014.
 18. Compliance with R.C. Chapter 6111 is not contingent upon the availability or receipt of financial assistance.
 19. The following Orders do not constitute authorization or approval of the construction of any physical structure or facilities, or the modification of any existing treatment works or sanitary sewerage system. Any such construction or modification is subject to the permit to install (PTI) requirements of R.C. §§ 6111.44 and 6111.45 and Ohio Administrative Code (OAC) Chapter 3745-42.

20. The Director has given consideration to, and based his determination on, evidence relating to the technical feasibility and economic reasonableness of complying with these Orders and to evidence relating to conditions calculated to result from compliance with these Orders, and their relation to the benefits to the people of the state to be derived from such compliance in accomplishing the purposes of R.C. Chapter 6111.

V. ORDERS

1. Respondent shall operate and maintain its sanitary sewerage system and WWTP in accordance with all requirements in its NPDES permit and in any modified or successor permit, and R.C. Chapter 6111.
2. Respondent shall achieve compliance with the final effluent limitations of NPDES permit No. 4PC00005*LD, and any modified or successor permit, as expeditiously as practicable, but not later than the following schedule:
 - a. Within nine (9) months of the effective date of these Orders, Respondent shall submit detailed design plans and a complete and approvable permit to install ("PTI") application for the new WWTP, an application for an NPDES permit, and an anti-degradation addendum to Ohio EPA in accordance with Section X. of these Orders;
 - b. Respondent shall submit corrections to address any deficiencies in the PTI application, design plans, NPDES permit application, or anti-degradation addendum referenced in Order No. 2.a. to Ohio EPA, in accordance with Section X. of these Orders, within thirty (30) days of notification by letter from Ohio EPA of any deficiencies;
 - c. Within sixteen (16) months of the effective date of these Orders, Respondent shall commence construction of the new WWTP in accordance with the approved PTI;
 - d. Within forty (40) months of the effective date of these Orders, Respondent shall complete construction of the new WWTP in accordance with the approved PTI;
 - e. Within sixty (60) days of completion of construction of the new WWTP, the WWTP shall attain operational level and shall meet the final effluent

- limitations in Respondent's NPDES permit;
- f. Respondent shall notify the Central District Office of Ohio EPA ("CDO"), in accordance with Section X. of these Orders, within seven (7) days of commencing construction as required by Order No. 2.c.;
 - g. Respondent shall notify the CDO, in accordance with Section X. of these Orders, within seven (7) days of completion of construction of the new WWTP as required by Order No. 2.d.;
 - h. Respondent shall notify the CDO, in accordance with Section X. of these Orders, within seven (7) days of the WWTP attaining operational level as required by Order No. 2.e.
3. Respondent shall minimize infiltration and inflow ("I/I") of ground and surface water into its sanitary sewer collection system to the extent necessary to provide consistent compliance with Respondent's NPDES permit and any modification or renewal thereof and shall upgrade its collection system as expeditiously as practicable, but not later than the following schedule:
- a. Within thirty (30) days of the effective date of these Orders, Respondent shall submit a brief description of corrective actions, locations and a schedule ("Plan") for collection system improvements to Ohio EPA in accordance with Section X. of these Orders for review and acceptance;
 - b. As soon as possible but not later than ninety (90) days after the effective date of these Orders, Respondent shall begin implementation of the accepted Plan in accordance with the schedule in the Plan. Respondent shall submit complete and approvable PTI applications as necessary to comply with the accepted Plan for corrective actions including, but not limited to, new or certain replacement sewers, manholes or related structures;
 - c. Respondent shall submit corrections to address any deficiencies in the PTI applications referenced in Order No. 3.b. to Ohio EPA, in accordance with Section X. of these Orders, within thirty (30) days of notification by letter from Ohio EPA of any deficiencies;
 - d. Within five (5) years of the effective date of these Orders or as specified in the accepted Plan, Respondent shall complete collection system corrective action work in accordance with the accepted Plan;

- e. Respondent shall notify the CDO, in accordance with Section X. of these Orders, within seven (7) days of beginning implementation of collection system corrective actions as required by Order No. 3.b.;
 - f. Commencing ninety (90) days after beginning implementation of collection system corrective actions, Respondent shall submit quarterly progress reports on the work by the fifteenth (15th) day of the month following the end of each quarter to the CDO at the address in Section X. of these Orders;
 - g. Respondent shall notify the CDO, in accordance with Section X. of these Orders, within seven (7) days of completion of collection system corrective action work.
4. Within six (6) months of the effective date of these Orders, Respondent shall submit a report on and a copy of the financial mechanisms to be used to fund the improvements required by Orders Nos. 2 and 3.
 5. During periods of elevated flow into the WWTP, Respondent shall operate its sanitary sewerage system and WWTP in the best practicable manner to minimize the detrimental impact of such flow on both the WWTP and waters of the state, including but not limited to Walnut Creek
 6. Respondent shall report all unauthorized discharges in accordance with Part III.12 of Respondent's NPDES permit.
 7. Respondent shall pay to the Ohio EPA the amount of forty thousand dollars (\$40,000.00) in settlement of the Ohio EPA's claim for civil penalties, which may be assessed pursuant to ORC § 6111.09. Payment shall be made by tendering an official check made payable to "Treasurer, State of Ohio" for ten thousand dollars (\$10,000.00) within thirty (30) days of the effective date of these Orders. The official check, together with a letter identifying Respondent, shall be submitted to Carol Butler or her successor at:

Ohio Environmental Protection Agency
Office of Fiscal Administration
P.O. Box 1049
Columbus, Ohio 43216-1049

A photocopy of the check shall be sent to Ohio EPA, Central District Office, in accordance with Section X. of these Orders.

8. In lieu of paying the remaining thirty thousand dollars (\$30,000.00) of the civil penalty, Respondent shall implement a supplemental environmental project ("SEP") consisting of spending thirty-five thousand dollars (\$35,000.00) to replace and/or install some or all of the following components of its potable water system. The SEP amount may include the cost of equipment and its installation, but shall not include any other costs or fees associated with this project. The SEP shall be considered complete upon Respondent's spending thirty-five thousand dollars (\$35,000.00) for appropriate equipment and its installation in compliance with Order No. 8 and Respondent's compliance with Order No. 10. Installation of components shall be done in the order listed and in accordance with the following schedule:
- a. Within four (4) months of the effective date of these Orders, replace the four meters within the water treatment plant (WTP) (WTP effluent, WTP raw, and two blend meters) with MAG meters.
 - b. Within five (5) months of the effective date of these Orders, provide a standby generator for the WTP.
 - c. Within twelve (12) months of the effective date of these Orders, replace the aerator or provide similar improvement to the oxidation process within the WTP.
 - d. If a plan approval is required for any items in the SEP,
 - i. Within one hundred eighty (180) days of the effective date of these Orders, Respondent shall submit detail plans for these modifications to the potable water system in accordance with OAC Chapter 3745-91 to the following address:

Ohio Environmental Protection Agency
Division of Drinking and Ground Waters
Central District Office
Attn: District Office Compliance Coordinator
Lazarus Government Center
P.O. Box 1049
Columbus, Ohio 43216-1049

- ii. Within thirty (30) days of receipt of notification from Ohio EPA, Respondent shall respond in writing to address any comments or deficiencies noted by Ohio EPA on any plan or other documentation submitted by Respondent.
 - iii. Within one hundred eighty (180) days of approval of detail plans, Respondent shall commence construction of the modifications to the potable water system in accordance with the approved detail plans and OAC Chapter 3745-91.
 - iv. Within twelve (12) months of approval of the detail plans, Respondent shall complete construction of the modifications to the potable water system in accordance with the approved detail plans and OAC Chapter 3745-91.
 - v. Within seven (7) days after the deadlines in Orders Nos. 8.g.iii. and 8.iv. above, Respondent shall send written notification of compliance with the requirements of each of those Orders to Ohio EPA at the address in Order No. 8.g.i.
9. If Respondent fails to complete the SEP in Order No. 8 by the completion dates set forth in Order No. 8, Respondent shall pay penalties to Ohio EPA by tendering a check payable to "Treasurer, State of Ohio" to Carol Butler, or her successor, at the address in Order No. 7, in the appropriate amount as set forth below:
 - a. Respondent shall be liable for and shall pay a penalty of one hundred dollars (\$100.00) per day for the first sixty (60) days of failure to meet the completion dates set forth in Order No. 8, and thereafter, a penalty of two hundred fifty dollars (\$250.00) per day of failure to meet the completion dates.
 - b. The penalties stipulated in Order No. 9.a. for failure to meet the completion dates set forth in Order No. 8, shall not exceed thirty-five thousand dollars (\$35,000).
 - c. Copies of the check shall be sent to Ohio EPA in accordance with Section X. of these Orders.
10. Respondent shall send copies of the invoices for the SEP to Ohio EPA in accordance with Section X. of these Orders within sixty (60) days of completion

of Order No. 8. If the amount invoiced for the equipment and its installation is less than thirty-five thousand dollars (\$35,000.00), Respondent shall immediately pay to Ohio EPA the difference between the invoiced amount and \$35,000 in accordance with the procedures in Order No. 7.

VI. TERMINATION

Respondent's obligations under these Orders shall terminate when Respondent certifies in writing and demonstrates to the satisfaction of Ohio EPA that Respondent has performed all obligations under these Orders and the Chief of Ohio EPA's Division of Surface Water acknowledges, in writing, the termination of these Orders. If Ohio EPA does not agree that all obligations have been performed, then Ohio EPA will notify Respondent of the obligations that have not been performed, in which case Respondent shall have an opportunity to address any such deficiencies and seek termination as described above.

The certification shall contain the following attestation: "I certify that the information contained in or accompanying this certification is true, accurate and complete."

This certification shall be submitted by Respondent to Ohio EPA and shall be signed by a responsible official of the Respondent. For purposes of these Orders, a responsible official is as defined in OAC Rule 3745-33-03(E)(4) for a municipal, state, or other public facility.

VII. OTHER CLAIMS

Nothing in these Orders shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership or corporation, not a party to these Orders, for any liability arising from, or related to activities occurring on or at Respondent's WWTP or sanitary sewerage system.

VIII. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to these Orders shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations. These Orders do not waive or compromise the applicability and enforcement of any other statutes or regulations applicable to Respondent.

IX. MODIFICATIONS

These Orders may be modified by agreement of the parties hereto. Modifications shall be in writing and shall be effective on the date entered in the journal of the Director of Ohio EPA.

X. NOTICE

All documents required to be submitted by Respondent pursuant to these Orders shall be addressed to:

Ohio Environmental Protection Agency
Central District Office
Division of Surface Water
Attn: DSW Enforcement Supervisor
50 West Town Street, Suite 700
Columbus, Ohio 43215

and to:

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Surface Water
Attn: Manager, Storm Water and Enforcement Section
50 West Town Street, Suite 700
[P.O. Box 1049]
Columbus, Ohio 43215 [43216-1049]

[For mailings use the post office box number and zip code in brackets]

or to such persons and addresses as may hereafter be otherwise specified in writing by Ohio EPA.

XI. RESERVATION OF RIGHTS

Ohio EPA and Respondent each reserve all rights, privileges and causes of action, except as specifically waived in Section XII. of these Orders.

XII. WAIVER

In order to resolve disputed claims, without admission of fact, violation or liability, and in lieu of further enforcement action by Ohio EPA for only the violations specifically cited in these Orders, Respondent consents to the issuance of these Orders and agrees to comply with these Orders. Compliance with these Orders shall be a full accord and satisfaction for Respondent's liability for the violations specifically cited herein.

Respondent hereby waives the right to appeal the issuance, terms and conditions, and service of these Orders, and Respondent hereby waives any and all rights Respondent may have to seek administrative or judicial review of these Orders either in law or equity.

Notwithstanding the preceding, Ohio EPA and Respondent agree that if these Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, Respondent retains the right to intervene and participate in such appeal. In such an event, Respondent shall continue to comply with these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

XIII. EFFECTIVE DATE

The effective date of these Orders is the date these Orders are entered into the Ohio EPA Director's journal.

XIV. SIGNATORY AUTHORITY

Each undersigned representative of a party to these Orders certifies that he or she is fully authorized to enter into these Orders and to legally bind such party to these Orders.

**IT IS SO ORDERED AND AGREED:
Ohio Environmental Protection Agency**

Craig W. Butler
Director

Date

**IT IS SO AGREED:
Village of Ashville**



Signature

May 29, 2014

Date

Charles K. Wise

Printed or Typed Name

Mayor of Ashville

Title

Attachment 1

Permit No	Reporting Period	Station	Reporting Code	Parameter	Limit Type	Limit	Reported Value	Violation Date
4PC00005*JD	January 2007	001	00530	Total Suspended Solids	7D Qty	77.2	77.5622	1/15/2007
4PC00005*JD	January 2007	001	80082	CBOD 5 day	7D Conc	28.5	32.2	1/15/2007
4PC00005*JD	January 2007	001	80082	CBOD 5 day	7D Qty	64.7	100.533	1/15/2007
4PC00005*JD	March 2007	001	00530	Total Suspended Solids	7D Conc	34	61.	3/15/2007
4PC00005*JD	March 2007	001	00530	Total Suspended Solids	7D Qty	77.2	436.792	3/15/2007
4PC00005*JD	March 2007	001	00530	Total Suspended Solids	30D Conc	22.5	25.875	3/1/2007
4PC00005*JD	March 2007	001	00530	Total Suspended Solids	30D Qty	51.1	130.508	3/1/2007
4PC00005*JD	March 2007	001	80082	CBOD 5 day	7D Conc	28.5	30.65	3/1/2007
4PC00005*JD	March 2007	001	80082	CBOD 5 day	7D Qty	64.7	143.233	3/1/2007
4PC00005*JD	March 2007	001	80082	CBOD 5 day	7D Conc	28.5	31.9	3/15/2007
4PC00005*JD	March 2007	001	80082	CBOD 5 day	7D Qty	64.7	83.3718	3/15/2007
4PC00005*JD	March 2007	001	80082	CBOD 5 day	30D Conc	19	21.4666	3/1/2007
4PC00005*JD	March 2007	001	80082	CBOD 5 day	30D Qty	43.1	76.8951	3/1/2007
4PC00005*KD	JULY 2007	001	00530	Total Suspended Solids	7D Conc	34	36.	7/8/2007
4PC00005*KD	JULY 2007	001	31616	Fecal Coliform	7D Conc	2000	6223.98	7/15/2007
4PC00005*KD	August 2007	001	50060	Chlorine, Total Residu	1D Conc	0.038	.05	8/9/2007
4PC00005*KD	August 2007	001	50060	Chlorine, Total Residu	1D Conc	0.038	.05	8/22/2007
4PC00005*KD	August 2007	001	50060	Chlorine, Total Residu	1D Conc	0.038	.05	8/28/2007
4PC00005*KD	August 2007	001	50060	Chlorine, Total Residu	1D Conc	0.038	.06	8/30/2007
4PC00005*KD	September 2007	001	00530	Total Suspended Solids	7D Conc	34	61.	9/15/2007
4PC00005*KD	October 2007	001	31616	Fecal Coliform	7D Conc	2000	2126.49	10/22/2007
4PC00005*KD	October 2007	001	50060	Chlorine, Total Residu	1D Conc	0.038	.05	10/11/2007
4PC00005*KD	October 2007	001	50060	Chlorine, Total Residu	1D Conc	0.038	.05	10/24/2007
4PC00005*KD	December 2007	001	00530	Total Suspended Solids	7D Conc	34	47.	12/8/2007
4PC00005*KD	December 2007	001	00530	Total Suspended Solids	7D Qty	77.2	201.297	12/8/2007
4PC00005*KD	December 2007	001	00530	Total Suspended Solids	30D Conc	22.5	23.5	12/1/2007
4PC00005*KD	December 2007	001	00530	Total Suspended Solids	30D Qty	51.1	82.2354	12/1/2007
4PC00005*KD	December 2007	001	80082	CBOD 5 day	7D Conc	28.5	34.85	12/8/2007
4PC00005*KD	December 2007	001	80082	CBOD 5 day	7D Qty	64.7	147.498	12/8/2007
4PC00005*KD	December 2007	001	80082	CBOD 5 day	30D Qty	43.1	51.5577	12/1/2007
4PC00005*KD	February 2008	001	00530	Total Suspended Solids	30D Conc	22.5	46.1428	2/1/2008
4PC00005*KD	February 2008	001	00530	Total Suspended Solids	7D Conc	34	117.5	2/22/2008
4PC00005*KD	March 2008	001	00530	Total Suspended Solids	7D Conc	34	248.5	3/1/2008
4PC00005*KD	March 2008	001	00530	Total Suspended Solids	7D Qty	77.2	2182.73	3/1/2008
4PC00005*KD	March 2008	001	00530	Total Suspended Solids	7D Qty	77.2	286.656	3/15/2008
4PC00005*KD	March 2008	001	00530	Total Suspended Solids	30D Conc	22.5	69.875	3/1/2008
4PC00005*KD	March 2008	001	00530	Total Suspended Solids	30D Qty	51.1	621.758	3/1/2008
4PC00005*KD	March 2008	001	80082	CBOD 5 day	7D Conc	28.5	47.5	3/1/2008
4PC00005*KD	March 2008	001	80082	CBOD 5 day	7D Qty	64.7	350.469	3/1/2008
4PC00005*KD	March 2008	001	80082	CBOD 5 day	7D Qty	64.7	169.139	3/15/2008
4PC00005*KD	March 2008	001	80082	CBOD 5 day	30D Qty	43.1	132.211	3/1/2008
4PC00005*KD	April 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	3.6	4/10/2008
4PC00005*KD	April 2008	001	00530	Total Suspended Solids	7D Conc	34	36.	4/8/2008
4PC00005*KD	May 2008	001	50060	Chlorine, Total Residu	1D Conc	0.038	.06	5/1/2008
4PC00005*KD	May 2008	001	50060	Chlorine, Total Residu	1D Conc	0.038	.05	5/13/2008

4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.5	7/9/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	3.8	7/10/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.	7/11/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.	7/14/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.6	7/15/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.	7/16/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.5	7/17/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.3	7/18/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.2	7/21/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.	7/22/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.1	7/23/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.3	7/24/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.5	7/25/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.3	7/28/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.	7/29/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.1	7/30/2008
4PC00005*KD	July 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	3.3	7/31/2008
4PC00005*KD	June 2008	001	50060	Chlorine, Total Residu	1D Conc	0.038	.05	6/20/2008
4PC00005*KD	June 2008	581	71921	Mercury, Total In Slud	1D Conc	57	570.	6/1/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	3.7	8/1/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	3.9	8/4/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	3.8	8/5/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	4.	8/6/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	3.	8/7/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	3.5	8/8/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	2.5	8/11/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	3.	8/12/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	3.2	8/13/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	2.5	8/14/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	2.	8/15/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	1.5	8/18/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	1.7	8/19/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	1.9	8/20/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	1.5	8/21/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	1.8	8/22/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	1.9	8/25/2008
4PC00005*KD	August 2008	001	00300	Dissolved Oxygen	1D Conc	5.0	1.8	8/26/2008
4PC00005*KD	September 2008	001	31616	Fecal Coliform	7D Conc	2000	4533.	9/22/2008
4PC00005*KD	January 2009	001	00400	pH	1D Conc	9.0	9.2	1/20/2009
4PC00005*KD	January 2009	001	00400	pH	1D Conc	9.0	9.3	1/29/2009
4PC00005*KD	January 2009	001	00400	pH	1D Conc	9.0	9.1	1/30/2009
4PC00005*KD	January 2009	001	00530	Total Suspended Solids	7D Qty	77.2	84.9694	1/1/2009
4PC00005*KD	February 2009	001	00400	pH	1D Conc	9.0	9.1	2/2/2009
4PC00005*KD	February 2009	001	00530	Total Suspended Solids	30D Conc	22.5	28.75	2/1/2009
4PC00005*KD	February 2009	001	00530	Total Suspended Solids	7D Conc	34	40.	2/22/2009
4PC00005*KD	March 2009	001	00300	Dissolved Oxygen	1D Conc	5.0	4.5	3/30/2009
4PC00005*KD	March 2009	001	00400	pH	1D Conc	9.0	9.4	3/3/2009
4PC00005*KD	March 2009	001	00530	Total Suspended Solids	30D Conc	22.5	28.5555	3/1/2009
4PC00005*KD	April 2009	001	00300	Dissolved Oxygen	1D Conc	5.0	4.9	4/28/2009
4PC00005*KD	April 2009	001	00530	Total Suspended Solids	7D Conc	34	113.	4/15/2009

4PC00005*KD	April 2009	001	00530	Total Suspended Solids	7D Qty	77.2	320.892	4/15/2009
4PC00005*KD	April 2009	001	00530	Total Suspended Solids	30D Conc	22.5	38.	4/1/2009
4PC00005*KD	April 2009	001	00530	Total Suspended Solids	30D Qty	51.1	99.8445	4/1/2009
4PC00005*KD	June 2009	001	00530	Total Suspended Solids	7D Conc	34	65.	6/15/2009
4PC00005*KD	June 2009	001	00530	Total Suspended Solids	30D Conc	22.5	31.1111	6/1/2009
4PC00005*KD	June 2009	001	31616	Fecal Coliform	7D Conc	2000	3771.45	6/15/2009
4PC00005*KD	June 2009	581	01003	Arsenic, Total In Slud	1D Conc	75	171.	6/23/2009
4PC00005*KD	June 2009	581	78465	Molybdenum In Sludge	1D Conc	75	133.	6/23/2009
4PC00005*KD	August 2009	001	00530	Total Suspended Solids	7D Conc	34	45.5	8/15/2009
4PC00005*KD	August 2009	001	00530	Total Suspended Solids	7D Qty	77.2	145.892	8/15/2009
4PC00005*KD	August 2009	001	00530	Total Suspended Solids	30D Conc	22.5	31.375	8/1/2009
4PC00005*KD	August 2009	001	00530	Total Suspended Solids	30D Qty	51.1	71.1977	8/1/2009
4PC00005*KD	August 2009	001	31616	Fecal Coliform	7D Conc	2000	2016.38	8/1/2009
4PC00005*KD	August 2009	001	31616	Fecal Coliform	7D Conc	2000	20199.0	8/15/2009
4PC00005*KD	August 2009	001	31616	Fecal Coliform	30D Conc	1000	6159.27	8/1/2009
4PC00005*KD	August 2009	001	31616	Fecal Coliform	7D Conc	2000	18973.6	8/22/2009
4PC00005*KD	September 2009	001	31616	Fecal Coliform	7D Conc	2000	7000.	9/8/2009
4PC00005*KD	September 2009	001	31616	Fecal Coliform	7D Conc	2000	7000.	9/22/2009
4PC00005*KD	September 2009	001	31616	Fecal Coliform	30D Conc	1000	2433.06	9/1/2009
4PC00005*KD	October 2009	001	31616	Fecal Coliform	7D Conc	2000	5507.35	10/15/2009
4PC00005*KD	October 2009	001	31616	Fecal Coliform	7D Conc	2000	4996.89	10/22/2009
4PC00005*KD	October 2009	001	31616	Fecal Coliform	30D Conc	1000	2026.35	10/1/2009
4PC00005*KD	January 2010	001	00530	Total Suspended Solids	7D Qty	77.2	110.870	1/22/2010
4PC00005*KD	January 2010	001	80082	CBOD 5 day	7D Qty	64.7	82.9497	1/22/2010
4PC00005*KD	February 2010	001	00530	Total Suspended Solids	7D Conc	34	37.5	2/8/2010
4PC00005*KD	April 2010	001	00530	Total Suspended Solids	7D Conc	34	43.5	4/15/2010
4PC00005*KD	April 2010	001	00530	Total Suspended Solids	30D Conc	22.5	23.5	4/1/2010
4PC00005*KD	July 2010	001	00530	Total Suspended Solids	7D Conc	34	60.	7/15/2010
4PC00005*KD	August 2010	001	00300	Dissolved Oxygen	1D Conc	5.0	4.	8/4/2010
4PC00005*KD	August 2010	001	00300	Dissolved Oxygen	1D Conc	5.0	4.5	8/6/2010
4PC00005*KD	August 2010	001	00300	Dissolved Oxygen	1D Conc	5.0	4.	8/9/2010
4PC00005*KD	October 2010	001	00530	Total Suspended Solids	30D Conc	22.5	23.875	10/1/2010
4PC00005*KD	February 2011	001	00530	Total Suspended Solids	7D Conc	34	84.5	2/1/2011
4PC00005*KD	February 2011	001	00530	Total Suspended Solids	7D Qty	77.2	189.882	2/1/2011
4PC00005*KD	February 2011	001	00530	Total Suspended Solids	7D Conc	34	72.	2/15/2011
4PC00005*KD	February 2011	001	00530	Total Suspended Solids	7D Qty	77.2	103.182	2/15/2011
4PC00005*KD	February 2011	001	00530	Total Suspended Solids	30D Conc	22.5	48.5	2/1/2011
4PC00005*KD	February 2011	001	00530	Total Suspended Solids	30D Qty	51.1	99.6647	2/1/2011
4PC00005*KD	February 2011	001	00530	Total Suspended Solids	7D Qty	77.2	93.2737	2/22/2011
4PC00005*KD	February 2011	001	80082	CBOD 5 day	7D Conc	28.5	39.25	2/1/2011
4PC00005*KD	February 2011	001	80082	CBOD 5 day	7D Qty	64.7	86.1589	2/1/2011
4PC00005*KD	March 2011	001	00530	Total Suspended Solids	7D Conc	34	40.	3/22/2011
4PC00005*KD	March 2011	001	00530	Total Suspended Solids	7D Qty	77.2	78.0315	3/22/2011
4PC00005*KD	March 2011	001	00530	Total Suspended Solids	30D Conc	22.5	28.4	3/1/2011
4PC00005*KD	March 2011	001	00530	Total Suspended Solids	30D Qty	51.1	67.1027	3/1/2011
4PC00005*KD	April 2011	001	00530	Total Suspended Solids	7D Conc	34	43.	4/1/2011
4PC00005*KD	April 2011	001	00530	Total Suspended Solids	7D Qty	77.2	108.682	4/1/2011
4PC00005*KD	April 2011	001	00530	Total Suspended Solids	7D Conc	34	148.	4/15/2011
4PC00005*KD	April 2011	001	00530	Total Suspended Solids	7D Qty	77.2	1240.75	4/15/2011
4PC00005*KD	April 2011	001	00530	Total Suspended Solids	30D Conc	22.5	56.875	4/1/2011

4PC00005*KD	April 2011	001	00530	Total Suspended Solids	30D Qty	51.1	374.492	4/1/2011
4PC00005*KD	April 2011	001	00530	Total Suspended Solids	7D Qty	77.2	93.1526	4/22/2011
4PC00005*KD	April 2011	001	80082	CBOD 5 day	7D Conc	28.5	158.	4/15/2011
4PC00005*KD	April 2011	001	80082	CBOD 5 day	7D Qty	64.7	1408.95	4/15/2011
4PC00005*KD	April 2011	001	80082	CBOD 5 day	30D Conc	19	26.7142	4/1/2011
4PC00005*KD	April 2011	001	80082	CBOD 5 day	30D Qty	43.1	214.018	4/1/2011
4PC00005*KD	May 2011	001	00530	Total Suspended Solids	30D Qty	51.1	64.6618	5/1/2011
4PC00005*KD	May 2011	001	00530	Total Suspended Solids	7D Qty	77.2	117.257	5/22/2011
4PC00005*KD	May 2011	001	31616	Fecal Coliform	7D Conc	2000	3924.28	5/22/2011
4PC00005*KD	May 2011	001	80082	CBOD 5 day	7D Qty	64.7	92.016	5/15/2011
4PC00005*KD	May 2011	001	80082	CBOD 5 day	30D Qty	43.1	49.5932	5/1/2011
4PC00005*KD	July 2011	001	31616	Fecal Coliform	7D Conc	2000	7000.	7/22/2011
4PC00005*KD	November 2011	001	00530	Total Suspended Solids	7D Qty	77.2	99.0174	11/22/2011
4PC00005*KD	December 2011	001	80082	CBOD 5 day	7D Qty	64.7	84.9853	12/22/2011
4PC00005*KD	December 2011	581	01003	Arsenic, Total In Slud	1D Conc	75	80.	12/1/2011
4PC00005*LD	February 2013	001	00610	Nitrogen, Ammonia (NH3)	7D Conc	15	16.05	2/15/2013
4PC00005*LD	February 2013	001	00610	Nitrogen, Ammonia (NH3)	30D Conc	10	12.2125	2/1/2013
4PC00005*LD	June 2013	001	50060	Chlorine, Total Residu	1D Conc	0.038	.05	6/6/2013
4PC00005*LD	July 2013	001	31648	E. coli	7D Conc	284	707.106	7/1/2013
4PC00005*LD	July 2013	001	31648	E. coli	30D Conc	126	132.280	7/1/2013
4PC00005*LD	September 2013	001	31648	E. coli	7D Conc	284	316.227	9/1/2013
4PC00005*LD	September 2013	001	31648	E. coli	30D Conc	126	203.360	9/1/2013

Attachment 2

Permit No	Reporting Period	Station	Reporting Code	Parameter	Sample Frequency	Expected	Reported	Violation Date
4PC00005*JD	April 2007	801	00400	pH	1/Month	1	0	4/1/2007
4PC00005*JD	January 2007	001	00010	Water Temperature	1/Day	1	0	1/1/2007
4PC00005*JD	January 2007	001	00010	Water Temperature	1/Day	1	0	1/6/2007
4PC00005*JD	January 2007	001	00010	Water Temperature	1/Day	1	0	1/7/2007
4PC00005*JD	January 2007	001	00010	Water Temperature	1/Day	1	0	1/13/2007
4PC00005*JD	January 2007	001	00010	Water Temperature	1/Day	1	0	1/14/2007
4PC00005*JD	January 2007	001	00010	Water Temperature	1/Day	1	0	1/15/2007
4PC00005*JD	January 2007	001	00010	Water Temperature	1/Day	1	0	1/20/2007
4PC00005*JD	January 2007	001	00010	Water Temperature	1/Day	1	0	1/21/2007
4PC00005*JD	January 2007	001	00010	Water Temperature	1/Day	1	0	1/27/2007
4PC00005*JD	January 2007	001	00010	Water Temperature	1/Day	1	0	1/28/2007
4PC00005*JD	January 2007	001	00400	pH	1/Day	1	0	1/1/2007
4PC00005*JD	January 2007	001	00400	pH	1/Day	1	0	1/6/2007
4PC00005*JD	January 2007	001	00400	pH	1/Day	1	0	1/7/2007
4PC00005*JD	January 2007	001	00400	pH	1/Day	1	0	1/13/2007
4PC00005*JD	January 2007	001	00400	pH	1/Day	1	0	1/14/2007
4PC00005*JD	January 2007	001	00400	pH	1/Day	1	0	1/15/2007
4PC00005*JD	January 2007	001	00400	pH	1/Day	1	0	1/20/2007
4PC00005*JD	January 2007	001	00400	pH	1/Day	1	0	1/21/2007
4PC00005*JD	January 2007	001	00400	pH	1/Day	1	0	1/27/2007
4PC00005*JD	January 2007	001	00400	pH	1/Day	1	0	1/28/2007
4PC00005*JD	January 2007	001	00300	Dissolved Oxygen	1/Day	1	0	1/1/2007
4PC00005*JD	January 2007	001	00300	Dissolved Oxygen	1/Day	1	0	1/6/2007
4PC00005*JD	January 2007	001	00300	Dissolved Oxygen	1/Day	1	0	1/7/2007
4PC00005*JD	January 2007	001	00300	Dissolved Oxygen	1/Day	1	0	1/13/2007
4PC00005*JD	January 2007	001	00300	Dissolved Oxygen	1/Day	1	0	1/14/2007
4PC00005*JD	January 2007	001	00300	Dissolved Oxygen	1/Day	1	0	1/15/2007
4PC00005*JD	January 2007	001	00300	Dissolved Oxygen	1/Day	1	0	1/20/2007
4PC00005*JD	January 2007	001	00300	Dissolved Oxygen	1/Day	1	0	1/21/2007
4PC00005*JD	January 2007	001	00300	Dissolved Oxygen	1/Day	1	0	1/27/2007
4PC00005*JD	January 2007	001	00300	Dissolved Oxygen	1/Day	1	0	1/28/2007
4PC00005*JD	March 2007	001	00530	Total Suspended Solids	2/Week	2	1	3/1/2007
4PC00005*JD	March 2007	001	00610	Nitrogen, Ammonia (NH3)	2/Week	2	1	3/22/2007
4PC00005*JD	March 2007	001	80082	CBOD 5 day	2/Week	2	1	3/22/2007
4PC00005*JD	March 2007	001	01094	Zinc, Total Recoverabl	1/Quarter	1	0	3/1/2007
4PC00005*JD	April 2007	001	00300	Dissolved Oxygen	1/Day	1	0	4/30/2007
4PC00005*JD	May 2007	001	00610	Nitrogen, Ammonia (NH3)	2/Week	2	1	5/1/2007
4PC00005*JD	May 2007	001	31616	Fecal Coliform	2/Week	2	1	5/1/2007
4PC00005*JD	May 2007	001	80082	CBOD 5 day	2/Week	2	1	5/1/2007
4PC00005*JD	May 2007	001	50060	Chlorine, Total Residu	1/Day	1	0	5/5/2007
4PC00005*JD	May 2007	001	50060	Chlorine, Total Residu	1/Day	1	0	5/6/2007
4PC00005*JD	May 2007	001	50060	Chlorine, Total Residu	1/Day	1	0	5/12/2007
4PC00005*JD	May 2007	001	50060	Chlorine, Total Residu	1/Day	1	0	5/13/2007
4PC00005*JD	May 2007	001	50060	Chlorine, Total Residu	1/Day	1	0	5/19/2007
4PC00005*JD	May 2007	001	50060	Chlorine, Total Residu	1/Day	1	0	5/20/2007

4PC00005*JD	May	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	5/26/2007
4PC00005*JD	May	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	5/27/2007
4PC00005*JD	May	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	5/28/2007
4PC00005*JD	January	2007	601	00400	pH	1/Day	1	0	1/1/2007
4PC00005*JD	January	2007	601	00400	pH	1/Day	1	0	1/6/2007
4PC00005*JD	January	2007	601	00400	pH	1/Day	1	0	1/7/2007
4PC00005*JD	January	2007	601	00400	pH	1/Day	1	0	1/13/2007
4PC00005*JD	January	2007	601	00400	pH	1/Day	1	0	1/14/2007
4PC00005*JD	January	2007	601	00400	pH	1/Day	1	0	1/15/2007
4PC00005*JD	January	2007	601	00400	pH	1/Day	1	0	1/20/2007
4PC00005*JD	January	2007	601	00400	pH	1/Day	1	0	1/21/2007
4PC00005*JD	January	2007	601	00400	pH	1/Day	1	0	1/27/2007
4PC00005*JD	January	2007	601	00400	pH	1/Day	1	0	1/28/2007
4PC00005*JD	February	2007	601	00610	Nitrogen, Ammonia (NH3	1/Week	1	0	2/8/2007
4PC00005*JD	March	2007	601	00530	Total Suspended Solids	2/Week	2	1	3/1/2007
4PC00005*JD	March	2007	601	00610	Nitrogen, Ammonia (NH3	1/Week	1	0	3/8/2007
4PC00005*JD	May	2007	601	80082	CBOD 5 day	2/Week	2	1	5/8/2007
4PC00005*JD	May	2007	601	00400	pH	1/Day	1	0	5/5/2007
4PC00005*JD	May	2007	601	00400	pH	1/Day	1	0	5/6/2007
4PC00005*JD	May	2007	601	00400	pH	1/Day	1	0	5/12/2007
4PC00005*JD	May	2007	601	00400	pH	1/Day	1	0	5/13/2007
4PC00005*JD	May	2007	601	00400	pH	1/Day	1	0	5/19/2007
4PC00005*JD	May	2007	601	00400	pH	1/Day	1	0	5/20/2007
4PC00005*JD	May	2007	601	00400	pH	1/Day	1	0	5/26/2007
4PC00005*JD	May	2007	601	00400	pH	1/Day	1	0	5/27/2007
4PC00005*JD	May	2007	601	00400	pH	1/Day	1	0	5/28/2007
4PC00005*JD	June	2007	601	00530	Total Suspended Solids	2/Week	2	1	6/1/2007
4PC00005*JD	June	2007	601	80082	CBOD 5 day	2/Week	2	1	6/1/2007
4PC00005*JD	June	2007	601	00400	pH	1/Day	1	0	6/2/2007
4PC00005*JD	June	2007	601	00400	pH	1/Day	1	0	6/3/2007
4PC00005*JD	June	2007	601	00400	pH	1/Day	1	0	6/9/2007
4PC00005*JD	June	2007	601	00400	pH	1/Day	1	0	6/10/2007
4PC00005*JD	June	2007	601	00400	pH	1/Day	1	0	6/16/2007
4PC00005*JD	June	2007	601	00400	pH	1/Day	1	0	6/17/2007
4PC00005*JD	June	2007	601	00400	pH	1/Day	1	0	6/23/2007
4PC00005*JD	June	2007	601	00400	pH	1/Day	1	0	6/24/2007
4PC00005*JD	June	2007	601	00400	pH	1/Day	1	0	6/30/2007
4PC00005*JD	January	2007	581	70318	Sludge Solids, Percent	1/Month	1	0	1/1/2007
4PC00005*JD	January	2007	581	70322	Sludge Solids, Percent	1/Month	1	0	1/1/2007
4PC00005*JD	April	2007	581	70318	Sludge Solids, Percent	1/Month	1	0	4/1/2007
4PC00005*JD	April	2007	581	70322	Sludge Solids, Percent	1/Month	1	0	4/1/2007
4PC00005*JD	May	2007	581	70318	Sludge Solids, Percent	1/Month	1	0	5/1/2007
4PC00005*JD	May	2007	581	70322	Sludge Solids, Percent	1/Month	1	0	5/1/2007
4PC00005*KD	July	2007	001	00010	Water Temperature	1/Day	1	0	7/7/2007
4PC00005*KD	July	2007	001	00010	Water Temperature	1/Day	1	0	7/8/2007
4PC00005*KD	July	2007	001	00010	Water Temperature	1/Day	1	0	7/14/2007
4PC00005*KD	July	2007	001	00010	Water Temperature	1/Day	1	0	7/15/2007
4PC00005*KD	July	2007	001	00010	Water Temperature	1/Day	1	0	7/21/2007
4PC00005*KD	July	2007	001	00010	Water Temperature	1/Day	1	0	7/22/2007
4PC00005*KD	July	2007	001	00010	Water Temperature	1/Day	1	0	7/28/2007

4PC00005*KD	July	2007	001	00010	Water Temperature	1/Day	1	0	7/29/2007
4PC00005*KD	July	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	7/1/2007
4PC00005*KD	July	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	7/7/2007
4PC00005*KD	July	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	7/8/2007
4PC00005*KD	July	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	7/14/2007
4PC00005*KD	July	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	7/15/2007
4PC00005*KD	July	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	7/21/2007
4PC00005*KD	July	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	7/22/2007
4PC00005*KD	July	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	7/28/2007
4PC00005*KD	July	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	7/29/2007
4PC00005*KD	July	2007	001	00400	pH	1/Day	1	0	7/1/2007
4PC00005*KD	July	2007	001	00400	pH	1/Day	1	0	7/7/2007
4PC00005*KD	July	2007	001	00400	pH	1/Day	1	0	7/8/2007
4PC00005*KD	July	2007	001	00400	pH	1/Day	1	0	7/14/2007
4PC00005*KD	July	2007	001	00400	pH	1/Day	1	0	7/15/2007
4PC00005*KD	July	2007	001	00400	pH	1/Day	1	0	7/21/2007
4PC00005*KD	July	2007	001	00400	pH	1/Day	1	0	7/22/2007
4PC00005*KD	July	2007	001	00400	pH	1/Day	1	0	7/28/2007
4PC00005*KD	July	2007	001	00400	pH	1/Day	1	0	7/29/2007
4PC00005*KD	July	2007	001	00300	Dissolved Oxygen	1/Day	1	0	7/1/2007
4PC00005*KD	July	2007	001	00300	Dissolved Oxygen	1/Day	1	0	7/7/2007
4PC00005*KD	July	2007	001	00300	Dissolved Oxygen	1/Day	1	0	7/8/2007
4PC00005*KD	July	2007	001	00300	Dissolved Oxygen	1/Day	1	0	7/14/2007
4PC00005*KD	July	2007	001	00300	Dissolved Oxygen	1/Day	1	0	7/15/2007
4PC00005*KD	July	2007	001	00300	Dissolved Oxygen	1/Day	1	0	7/21/2007
4PC00005*KD	July	2007	001	00300	Dissolved Oxygen	1/Day	1	0	7/22/2007
4PC00005*KD	July	2007	001	00300	Dissolved Oxygen	1/Day	1	0	7/28/2007
4PC00005*KD	July	2007	001	00300	Dissolved Oxygen	1/Day	1	0	7/29/2007
4PC00005*KD	August	2007	001	00010	Water Temperature	1/Day	1	0	8/4/2007
4PC00005*KD	August	2007	001	00010	Water Temperature	1/Day	1	0	8/5/2007
4PC00005*KD	August	2007	001	00010	Water Temperature	1/Day	1	0	8/11/2007
4PC00005*KD	August	2007	001	00010	Water Temperature	1/Day	1	0	8/12/2007
4PC00005*KD	August	2007	001	00010	Water Temperature	1/Day	1	0	8/18/2007
4PC00005*KD	August	2007	001	00010	Water Temperature	1/Day	1	0	8/19/2007
4PC00005*KD	August	2007	001	00010	Water Temperature	1/Day	1	0	8/25/2007
4PC00005*KD	August	2007	001	00010	Water Temperature	1/Day	1	0	8/26/2007
4PC00005*KD	August	2007	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	1	8/22/2007
4PC00005*KD	August	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	8/4/2007
4PC00005*KD	August	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	8/5/2007
4PC00005*KD	August	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	8/11/2007
4PC00005*KD	August	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	8/12/2007
4PC00005*KD	August	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	8/18/2007
4PC00005*KD	August	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	8/19/2007
4PC00005*KD	August	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	8/25/2007
4PC00005*KD	August	2007	001	50060	Chlorine, Total Residu	1/Day	1	0	8/26/2007
4PC00005*KD	August	2007	001	00400	pH	1/Day	1	0	8/4/2007
4PC00005*KD	August	2007	001	00400	pH	1/Day	1	0	8/5/2007
4PC00005*KD	August	2007	001	00400	pH	1/Day	1	0	8/11/2007
4PC00005*KD	August	2007	001	00400	pH	1/Day	1	0	8/12/2007
4PC00005*KD	August	2007	001	00400	pH	1/Day	1	0	8/18/2007

4PC00005*KD	August	2007	001	00400	pH	1/Day	1	0	8/19/2007
4PC00005*KD	August	2007	001	00400	pH	1/Day	1	0	8/25/2007
4PC00005*KD	August	2007	001	00400	pH	1/Day	1	0	8/26/2007
4PC00005*KD	August	2007	001	01074	Nickel, Total Recovera	1/Quarter	1	0	8/1/2007
4PC00005*KD	August	2007	001	01094	Zinc, Total Recoverabl	1/Quarter	1	0	8/1/2007
4PC00005*KD	August	2007	001	01113	Cadmium, Total Recover	1/Quarter	1	0	8/1/2007
4PC00005*KD	August	2007	001	01114	Lead, Total Recoverabl	1/Quarter	1	0	8/1/2007
4PC00005*KD	August	2007	001	01118	Chromium, Total Recove	1/Quarter	1	0	8/1/2007
4PC00005*KD	August	2007	001	01119	Copper, Total Recovera	1/Quarter	1	0	8/1/2007
4PC00005*KD	August	2007	001	01220	Chromium, Dissolved He	1/Quarter	1	0	8/1/2007
4PC00005*KD	August	2007	001	00300	Dissolved Oxygen	1/Day	1	0	8/4/2007
4PC00005*KD	August	2007	001	00300	Dissolved Oxygen	1/Day	1	0	8/5/2007
4PC00005*KD	August	2007	001	00300	Dissolved Oxygen	1/Day	1	0	8/11/2007
4PC00005*KD	August	2007	001	00300	Dissolved Oxygen	1/Day	1	0	8/12/2007
4PC00005*KD	August	2007	001	00300	Dissolved Oxygen	1/Day	1	0	8/18/2007
4PC00005*KD	August	2007	001	00300	Dissolved Oxygen	1/Day	1	0	8/19/2007
4PC00005*KD	August	2007	001	00300	Dissolved Oxygen	1/Day	1	0	8/25/2007
4PC00005*KD	August	2007	001	00300	Dissolved Oxygen	1/Day	1	0	8/26/2007
4PC00005*KD	August	2007	001	00719	Cyanide, Free	1/Quarter	1	0	8/1/2007
4PC00005*KD	August	2007	001	00552	Oil and Grease, Hexane	1/Month	1	0	8/1/2007
4PC00005*KD	August	2007	001	50092	Mercury, Total (Low Le	1/Quarter	1	0	8/1/2007
4PC00005*KD	September	2007	001	00530	Total Suspended Solids	2/Week	2	1	9/15/2007
4PC00005*KD	September	2007	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	1	9/15/2007
4PC00005*KD	September	2007	001	31616	Fecal Coliform	2/Week	2	1	9/15/2007
4PC00005*KD	September	2007	001	80082	CBOD 5 day	2/Week	2	1	9/15/2007
4PC00005*KD	October	2007	001	00010	Water Temperature	1/Day	1	0	10/2/2007
4PC00005*KD	October	2007	001	00010	Water Temperature	1/Day	1	0	10/6/2007
4PC00005*KD	October	2007	001	00010	Water Temperature	1/Day	1	0	10/7/2007
4PC00005*KD	October	2007	001	00010	Water Temperature	1/Day	1	0	10/13/2007
4PC00005*KD	October	2007	001	00010	Water Temperature	1/Day	1	0	10/14/2007
4PC00005*KD	October	2007	001	00010	Water Temperature	1/Day	1	0	10/20/2007
4PC00005*KD	October	2007	001	00010	Water Temperature	1/Day	1	0	10/21/2007
4PC00005*KD	October	2007	001	00010	Water Temperature	1/Day	1	0	10/27/2007
4PC00005*KD	October	2007	001	00010	Water Temperature	1/Day	1	0	10/28/2007
4PC00005*KD	October	2007	001	00530	Total Suspended Solids	2/Week	2	1	10/15/2007
4PC00005*KD	October	2007	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	1	10/15/2007
4PC00005*KD	October	2007	001	31616	Fecal Coliform	2/Week	2	1	10/15/2007
4PC00005*KD	October	2007	001	80082	CBOD 5 day	2/Week	2	1	10/15/2007
4PC00005*KD	October	2007	001	00400	pH	1/Day	1	0	10/6/2007
4PC00005*KD	October	2007	001	00400	pH	1/Day	1	0	10/7/2007
4PC00005*KD	October	2007	001	00400	pH	1/Day	1	0	10/8/2007
4PC00005*KD	October	2007	001	00400	pH	1/Day	1	0	10/13/2007
4PC00005*KD	October	2007	001	00400	pH	1/Day	1	0	10/14/2007
4PC00005*KD	October	2007	001	00400	pH	1/Day	1	0	10/20/2007
4PC00005*KD	October	2007	001	00400	pH	1/Day	1	0	10/21/2007
4PC00005*KD	October	2007	001	00400	pH	1/Day	1	0	10/27/2007
4PC00005*KD	October	2007	001	00400	pH	1/Day	1	0	10/28/2007
4PC00005*KD	October	2007	001	00630	Nitrite Plus Nitrate,	1/Month	1	0	10/1/2007
4PC00005*KD	October	2007	001	00300	Dissolved Oxygen	1/Day	1	0	10/6/2007
4PC00005*KD	October	2007	001	00300	Dissolved Oxygen	1/Day	1	0	10/7/2007

4PC00005*KD	October	2007	001	00300	Dissolved Oxygen	1/Day	1	0	10/8/2007
4PC00005*KD	October	2007	001	00300	Dissolved Oxygen	1/Day	1	0	10/13/2007
4PC00005*KD	October	2007	001	00300	Dissolved Oxygen	1/Day	1	0	10/14/2007
4PC00005*KD	October	2007	001	00300	Dissolved Oxygen	1/Day	1	0	10/20/2007
4PC00005*KD	October	2007	001	00300	Dissolved Oxygen	1/Day	1	0	10/21/2007
4PC00005*KD	October	2007	001	00300	Dissolved Oxygen	1/Day	1	0	10/27/2007
4PC00005*KD	October	2007	001	00300	Dissolved Oxygen	1/Day	1	0	10/28/2007
4PC00005*KD	November	2007	001	00530	Total Suspended Solids	2/Week	2	1	11/1/2007
4PC00005*KD	November	2007	001	00530	Total Suspended Solids	2/Week	2	0	11/22/2007
4PC00005*KD	November	2007	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	1	11/1/2007
4PC00005*KD	November	2007	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	1	11/8/2007
4PC00005*KD	November	2007	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	0	11/22/2007
4PC00005*KD	November	2007	001	80082	CBOD 5 day	2/Week	2	1	11/1/2007
4PC00005*KD	November	2007	001	80082	CBOD 5 day	2/Week	2	0	11/22/2007
4PC00005*KD	December	2007	001	00010	Water Temperature	1/Day	1	0	12/1/2007
4PC00005*KD	December	2007	001	00010	Water Temperature	1/Day	1	0	12/2/2007
4PC00005*KD	December	2007	001	00010	Water Temperature	1/Day	1	0	12/8/2007
4PC00005*KD	December	2007	001	00010	Water Temperature	1/Day	1	0	12/9/2007
4PC00005*KD	December	2007	001	00010	Water Temperature	1/Day	1	0	12/15/2007
4PC00005*KD	December	2007	001	00010	Water Temperature	1/Day	1	0	12/16/2007
4PC00005*KD	December	2007	001	00010	Water Temperature	1/Day	1	0	12/22/2007
4PC00005*KD	December	2007	001	00010	Water Temperature	1/Day	1	0	12/23/2007
4PC00005*KD	December	2007	001	00010	Water Temperature	1/Day	1	0	12/25/2007
4PC00005*KD	December	2007	001	00010	Water Temperature	1/Day	1	0	12/29/2007
4PC00005*KD	December	2007	001	00010	Water Temperature	1/Day	1	0	12/30/2007
4PC00005*KD	December	2007	001	00530	Total Suspended Solids	2/Week	2	1	12/15/2007
4PC00005*KD	December	2007	001	00530	Total Suspended Solids	2/Week	2	1	12/22/2007
4PC00005*KD	December	2007	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	1	12/15/2007
4PC00005*KD	December	2007	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	1	12/22/2007
4PC00005*KD	December	2007	001	80082	CBOD 5 day	2/Week	2	1	12/15/2007
4PC00005*KD	December	2007	001	80082	CBOD 5 day	2/Week	2	1	12/22/2007
4PC00005*KD	December	2007	001	00400	pH	1/Day	1	0	12/1/2007
4PC00005*KD	December	2007	001	00400	pH	1/Day	1	0	12/2/2007
4PC00005*KD	December	2007	001	00400	pH	1/Day	1	0	12/8/2007
4PC00005*KD	December	2007	001	00400	pH	1/Day	1	0	12/9/2007
4PC00005*KD	December	2007	001	00400	pH	1/Day	1	0	12/15/2007
4PC00005*KD	December	2007	001	00400	pH	1/Day	1	0	12/16/2007
4PC00005*KD	December	2007	001	00400	pH	1/Day	1	0	12/22/2007
4PC00005*KD	December	2007	001	00400	pH	1/Day	1	0	12/23/2007
4PC00005*KD	December	2007	001	00400	pH	1/Day	1	0	12/25/2007
4PC00005*KD	December	2007	001	00400	pH	1/Day	1	0	12/29/2007
4PC00005*KD	December	2007	001	00400	pH	1/Day	1	0	12/30/2007
4PC00005*KD	December	2007	001	01074	Nickel, Total Recovers	1/Quarter	1	0	12/1/2007
4PC00005*KD	December	2007	001	01094	Zinc, Total Recoverabl	1/Quarter	1	0	12/1/2007
4PC00005*KD	December	2007	001	01113	Cadmium, Total Recover	1/Quarter	1	0	12/1/2007
4PC00005*KD	December	2007	001	01114	Lead, Total Recoverabl	1/Quarter	1	0	12/1/2007
4PC00005*KD	December	2007	001	01118	Chromium, Total Recove	1/Quarter	1	0	12/1/2007
4PC00005*KD	December	2007	001	01119	Copper, Total Recovers	1/Quarter	1	0	12/1/2007
4PC00005*KD	December	2007	001	01220	Chromium, Dissolved He	1/Quarter	1	0	12/1/2007
4PC00005*KD	December	2007	001	00630	Nitrite Plus Nitrate,	1/Month	1	0	12/1/2007

4PC00005*KD	December 2007	001	00300	Dissolved Oxygen	1/Day	1	0	12/1/2007
4PC00005*KD	December 2007	001	00300	Dissolved Oxygen	1/Day	1	0	12/2/2007
4PC00005*KD	December 2007	001	00300	Dissolved Oxygen	1/Day	1	0	12/8/2007
4PC00005*KD	December 2007	001	00300	Dissolved Oxygen	1/Day	1	0	12/9/2007
4PC00005*KD	December 2007	001	00300	Dissolved Oxygen	1/Day	1	0	12/15/2007
4PC00005*KD	December 2007	001	00300	Dissolved Oxygen	1/Day	1	0	12/16/2007
4PC00005*KD	December 2007	001	00300	Dissolved Oxygen	1/Day	1	0	12/22/2007
4PC00005*KD	December 2007	001	00300	Dissolved Oxygen	1/Day	1	0	12/23/2007
4PC00005*KD	December 2007	001	00300	Dissolved Oxygen	1/Day	1	0	12/25/2007
4PC00005*KD	December 2007	001	00300	Dissolved Oxygen	1/Day	1	0	12/29/2007
4PC00005*KD	December 2007	001	00300	Dissolved Oxygen	1/Day	1	0	12/30/2007
4PC00005*KD	December 2007	001	00719	Cyanide, Free	1/Quarter	1	0	12/1/2007
4PC00005*KD	December 2007	001	00552	Oil and Grease, Hexane	1/Month	1	0	12/1/2007
4PC00005*KD	December 2007	001	50092	Mercury, Total (Low Le	1/Quarter	1	0	12/1/2007
4PC00005*KD	February 2008	001	00530	Total Suspended Solids	2/Week	2	1	2/8/2008
4PC00005*KD	February 2008	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	1	2/8/2008
4PC00005*KD	February 2008	001	80082	CBOD 5 day	2/Week	2	1	2/8/2008
4PC00005*KD	February 2008	001	00630	Nitrite Plus Nitrate,	1/Month	1	0	2/1/2008
4PC00005*KD	February 2008	001	00552	Oil and Grease, Hexane	1/Month	1	0	2/1/2008
4PC00005*KD	April 2008	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	1	4/1/2008
4PC00005*KD	April 2008	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	0	4/8/2008
4PC00005*KD	April 2008	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	0	4/15/2008
4PC00005*KD	April 2008	001	80082	CBOD 5 day	2/Week	2	1	4/1/2008
4PC00005*KD	April 2008	001	80082	CBOD 5 day	2/Week	2	0	4/8/2008
4PC00005*KD	April 2008	001	80082	CBOD 5 day	2/Week	2	0	4/15/2008
4PC00005*KD	June 2008	001	00530	Total Suspended Solids	2/Week	2	1	6/1/2008
4PC00005*KD	June 2008	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	1	6/1/2008
4PC00005*KD	June 2008	001	31616	Fecal Coliform	2/Week	2	1	6/1/2008
4PC00005*KD	June 2008	001	80082	CBOD 5 day	2/Week	2	1	6/1/2008
4PC00005*KD	July 2008	001	00530	Total Suspended Solids	2/Week	2	1	7/8/2008
4PC00005*KD	January 2009	001	00530	Total Suspended Solids	2/Week	2	1	1/1/2009
4PC00005*KD	January 2009	001	00610	Nitrogen, Ammonia (NH3	2/Week	2	1	1/1/2009
4PC00005*KD	January 2009	001	80082	CBOD 5 day	2/Week	2	1	1/1/2009
4PC00005*KD	October 2009	001	80082	CBOD 5 day	2/Week	2	1	10/8/2009
4PC00005*KD	June 2008	581	01148	Selenium, Total In Slu	2/Year	1	0	6/1/2008
4PC00005*KD	June 2009	581	70316	Sludge Weight	2/Year	1	0	6/1/2009
4PC00005*KD	June 2009	581	51129	Sludge Fee Weight	2/Year	1	0	6/1/2009
4PC00005*KD	July 2007	601	00530	Total Suspended Solids	2/Week	2	1	7/1/2007
4PC00005*KD	July 2007	601	80082	CBOD 5 day	2/Week	2	1	7/1/2007
4PC00005*KD	July 2007	601	80082	CBOD 5 day	2/Week	2	1	7/15/2007
4PC00005*KD	July 2007	601	00400	pH	1/Day	1	0	7/1/2007
4PC00005*KD	July 2007	601	00400	pH	1/Day	1	0	7/4/2007
4PC00005*KD	July 2007	601	00400	pH	1/Day	1	0	7/7/2007
4PC00005*KD	July 2007	601	00400	pH	1/Day	1	0	7/8/2007
4PC00005*KD	July 2007	601	00400	pH	1/Day	1	0	7/14/2007
4PC00005*KD	July 2007	601	00400	pH	1/Day	1	0	7/15/2007
4PC00005*KD	July 2007	601	00400	pH	1/Day	1	0	7/21/2007
4PC00005*KD	July 2007	601	00400	pH	1/Day	1	0	7/22/2007
4PC00005*KD	July 2007	601	00400	pH	1/Day	1	0	7/28/2007
4PC00005*KD	July 2007	601	00400	pH	1/Day	1	0	7/29/2007

4PC00005*KD	August	2007	601	00400	pH	1/Day	1	0	8/4/2007
4PC00005*KD	August	2007	601	00400	pH	1/Day	1	0	8/5/2007
4PC00005*KD	August	2007	601	00400	pH	1/Day	1	0	8/11/2007
4PC00005*KD	August	2007	601	00400	pH	1/Day	1	0	8/12/2007
4PC00005*KD	August	2007	601	00400	pH	1/Day	1	0	8/18/2007
4PC00005*KD	August	2007	601	00400	pH	1/Day	1	0	8/19/2007
4PC00005*KD	August	2007	601	00400	pH	1/Day	1	0	8/25/2007
4PC00005*KD	August	2007	601	00400	pH	1/Day	1	0	8/26/2007
4PC00005*KD	September	2007	601	00530	Total Suspended Solids	2/Week	2	1	9/8/2007
4PC00005*KD	September	2007	601	00530	Total Suspended Solids	2/Week	2	1	9/15/2007
4PC00005*KD	September	2007	601	80082	CBOD 5 day	2/Week	2	1	9/8/2007
4PC00005*KD	September	2007	601	80082	CBOD 5 day	2/Week	2	1	9/15/2007
4PC00005*KD	October	2007	601	00530	Total Suspended Solids	2/Week	2	1	10/15/2007
4PC00005*KD	October	2007	601	80082	CBOD 5 day	2/Week	2	1	10/15/2007
4PC00005*KD	October	2007	601	00400	pH	1/Day	1	0	10/6/2007
4PC00005*KD	October	2007	601	00400	pH	1/Day	1	0	10/7/2007
4PC00005*KD	October	2007	601	00400	pH	1/Day	1	0	10/8/2007
4PC00005*KD	October	2007	601	00400	pH	1/Day	1	0	10/13/2007
4PC00005*KD	October	2007	601	00400	pH	1/Day	1	0	10/14/2007
4PC00005*KD	October	2007	601	00400	pH	1/Day	1	0	10/20/2007
4PC00005*KD	October	2007	601	00400	pH	1/Day	1	0	10/21/2007
4PC00005*KD	October	2007	601	00400	pH	1/Day	1	0	10/27/2007
4PC00005*KD	October	2007	601	00400	pH	1/Day	1	0	10/28/2007
4PC00005*KD	November	2007	601	00530	Total Suspended Solids	2/Week	2	1	11/1/2007
4PC00005*KD	November	2007	601	00530	Total Suspended Solids	2/Week	2	0	11/22/2007
4PC00005*KD	November	2007	601	80082	CBOD 5 day	2/Week	2	1	11/1/2007
4PC00005*KD	November	2007	601	80082	CBOD 5 day	2/Week	2	0	11/22/2007
4PC00005*KD	December	2007	601	00530	Total Suspended Solids	2/Week	2	1	12/15/2007
4PC00005*KD	December	2007	601	00530	Total Suspended Solids	2/Week	2	1	12/22/2007
4PC00005*KD	December	2007	601	80082	CBOD 5 day	2/Week	2	1	12/15/2007
4PC00005*KD	December	2007	601	80082	CBOD 5 day	2/Week	2	1	12/22/2007
4PC00005*KD	December	2007	601	00400	pH	1/Day	1	0	12/1/2007
4PC00005*KD	December	2007	601	00400	pH	1/Day	1	0	12/2/2007
4PC00005*KD	December	2007	601	00400	pH	1/Day	1	0	12/8/2007
4PC00005*KD	December	2007	601	00400	pH	1/Day	1	0	12/9/2007
4PC00005*KD	December	2007	601	00400	pH	1/Day	1	0	12/15/2007
4PC00005*KD	December	2007	601	00400	pH	1/Day	1	0	12/16/2007
4PC00005*KD	December	2007	601	00400	pH	1/Day	1	0	12/22/2007
4PC00005*KD	December	2007	601	00400	pH	1/Day	1	0	12/23/2007
4PC00005*KD	December	2007	601	00400	pH	1/Day	1	0	12/25/2007
4PC00005*KD	December	2007	601	00400	pH	1/Day	1	0	12/29/2007
4PC00005*KD	December	2007	601	00400	pH	1/Day	1	0	12/30/2007
4PC00005*KD	February	2008	601	00530	Total Suspended Solids	2/Week	2	1	2/8/2008
4PC00005*KD	February	2008	601	80082	CBOD 5 day	2/Week	2	1	2/8/2008
4PC00005*KD	June	2008	601	00530	Total Suspended Solids	2/Week	2	1	6/8/2008
4PC00005*KD	June	2008	601	80082	CBOD 5 day	2/Week	2	1	6/8/2008
4PC00005*KD	July	2008	601	00530	Total Suspended Solids	2/Week	2	1	7/8/2008
4PC00005*KD	January	2009	601	00530	Total Suspended Solids	2/Week	2	1	1/1/2009
4PC00005*KD	January	2009	601	80082	CBOD 5 day	2/Week	2	1	1/1/2009
4PC00005*KD	August	2007	801	00610	Nitrogen, Ammonia (NH3)	1/Quarter	1	0	8/1/2007

4PC00005*KD	August 2007	801	31616	Fecal Coliform	1/Quarter	1	0	8/1/2007
4PC00005*KD	December 2007	801	00610	Nitrogen, Ammonia (NH3	1/Quarter	1	0	12/1/2007
4PC00005*KD	August 2007	901	00610	Nitrogen, Ammonia (NH3	1/Quarter	1	0	8/1/2007
4PC00005*KD	August 2007	901	31616	Fecal Coliform	1/Quarter	1	0	8/1/2007
4PC00005*KD	August 2007	901	00900	Hardness, Total (CaCO3	1/Quarter	1	0	8/1/2007
4PC00005*KD	December 2007	901	00610	Nitrogen, Ammonia (NH3	1/Quarter	1	0	12/1/2007
4PC00005*KD	December 2007	901	00900	Hardness, Total (CaCO3	1/Quarter	1	0	12/1/2007
4PC00005*KD	June 2008	901	31616	Fecal Coliform	1/Quarter	1	0	6/1/2008

Permit No	Reporting Period	Station	Reporting Code	Parameter	Limit Type	Limit	Reported Value	Violation Date
4PC00005*JD	February 2007	001	00530	Total Suspended Solids			AB	2/13/2007
4PC00005*JD	February 2007	001	00530	Total Suspended Solids			AB	2/15/2007
4PC00005*JD	February 2007	001	00552	Oil and Grease, Hexane			AB	2/13/2007
4PC00005*JD	February 2007	001	00610	Nitrogen, Ammonia (NH3			AB	2/13/2007
4PC00005*JD	February 2007	001	00610	Nitrogen, Ammonia (NH3			AB	2/13/2007
4PC00005*JD	February 2007	001	00610	Nitrogen, Ammonia (NH3			AB	2/13/2007
4PC00005*JD	February 2007	001	00610	Nitrogen, Ammonia (NH3			AB	2/13/2007
4PC00005*JD	February 2007	001	00630	Nitrite Plus Nitrate,			AB	2/13/2007
4PC00005*JD	February 2007	001	80082	CBOD 5 day			AB	2/13/2007
4PC00005*JD	February 2007	601	00530	Total Suspended Solids			AB	2/13/2007
4PC00005*JD	February 2007	601	00530	Total Suspended Solids			AB	2/15/2007
4PC00005*JD	February 2007	601	80082	CBOD 5 day			AB	2/13/2007
4PC00005*JD	March 2007	001	00010	Water Temperature			AB	3/13/2007
4PC00005*JD	March 2007	001	00300	Dissolved Oxygen			AB	3/13/2007
4PC00005*JD	March 2007	001	00400	pH			AB	3/13/2007
4PC00005*JD	March 2007	001	00610	Nitrogen, Ammonia (NH3			AB	3/13/2007
4PC00005*JD	March 2007	001	00610	Nitrogen, Ammonia (NH3			AB	3/13/2007
4PC00005*JD	March 2007	001	00610	Nitrogen, Ammonia (NH3			AB	3/13/2007
4PC00005*JD	March 2007	001	00610	Nitrogen, Ammonia (NH3			AB	3/13/2007
4PC00005*JD	March 2007	001	80082	CBOD 5 day			AB	3/8/2007
4PC00005*JD	March 2007	001	80082	CBOD 5 day			AB	3/13/2007
4PC00005*JD	March 2007	601	00400	pH			AB	3/13/2007
4PC00005*JD	March 2007	601	80082	CBOD 5 day			AB	3/13/2007
4PC00005*JD	March 2007	801	00610	Nitrogen, Ammonia (NH3			AB	3/29/2007
4PC00005*JD	March 2007	901	00610	Nitrogen, Ammonia (NH3			AB	3/29/2007
4PC00005*JD	April 2007	001	00530	Total Suspended Solids			AB	4/24/2007
4PC00005*JD	April 2007	001	00552	Oil and Grease, Hexane			AB	4/24/2007
4PC00005*JD	April 2007	001	00630	Nitrite Plus Nitrate,			AB	4/24/2007
4PC00005*JD	April 2007	601	00530	Total Suspended Solids			AB	4/24/2007
4PC00005*KD	August 2007	001	31616	Fecal Coliform			AB	8/30/2007
4PC00005*KD	November 2007	001	00552	Oil and Grease, Hexane			AB	11/13/2007
4PC00005*KD	November 2007	001	00630	Nitrite Plus Nitrate,			AB	11/13/2007
4PC00005*KD	February 2008	001	00010	Water Temperature			AB	2/1/2008
4PC00005*KD	February 2008	001	00010	Water Temperature			AB	2/4/2008
4PC00005*KD	February 2008	001	00010	Water Temperature			AB	2/5/2008
4PC00005*KD	February 2008	001	00010	Water Temperature			AB	2/6/2008
4PC00005*KD	February 2008	001	00010	Water Temperature			AB	2/7/2008
4PC00005*KD	February 2008	001	00010	Water Temperature			AB	2/8/2008

4PC00005*KD	February 2008	601	00400	pH	AB	2/21/2008
4PC00005*KD	February 2008	601	00400	pH	AB	2/22/2008
4PC00005*KD	February 2008	601	00400	pH	AB	2/25/2008
4PC00005*KD	February 2008	601	00400	pH	AB	2/26/2008
4PC00005*KD	February 2008	601	00400	pH	AB	2/27/2008
4PC00005*KD	February 2008	601	00400	pH	AB	2/28/2008
4PC00005*KD	February 2008	601	00400	pH	AB	2/29/2008
4PC00005*KD	February 2008	801	00010	Water Temperature	AB	2/1/2008
4PC00005*KD	February 2008	801	00300	Dissolved Oxygen	AB	2/1/2008
4PC00005*KD	February 2008	801	00400	pH	AB	2/1/2008
4PC00005*KD	February 2008	901	00010	Water Temperature	AB	2/1/2008
4PC00005*KD	February 2008	901	00300	Dissolved Oxygen	AB	2/1/2008
4PC00005*KD	February 2008	901	00400	pH	AB	2/1/2008
4PC00005*KD	July 2008	001	31616	Fecal Coliform	AK	7/8/2008
4PC00005*KD	July 2008	001	31616	Fecal Coliform	AK	7/17/2008
4PC00005*KD	July 2008	001	31616	Fecal Coliform	AK	7/22/2008
4PC00005*KD	May 2009	001	31616	Fecal Coliform	AK	5/7/2009
4PC00005*KD	May 2009	601	00530	Total Suspended Solids	AB	5/5/2009
4PC00005*KD	May 2009	601	80082	CBOD 5 day	AB	5/5/2009
4PC00005*KD	February 2011	300	74062	Overflow Occurrence	AJ	2/9/2011
4PC00005*KD	February 2011	300	74062	Overflow Occurrence	AJ	2/25/2011
4PC00005*KD	May 2011	801	00010	Water Temperature	AF	5/1/2011
4PC00005*KD	May 2011	801	00300	Dissolved Oxygen	AF	5/1/2011
4PC00005*KD	May 2011	801	00400	pH	AF	5/1/2011
4PC00005*KD	May 2011	901	00010	Water Temperature	AF	5/1/2011
4PC00005*KD	May 2011	901	00300	Dissolved Oxygen	AF	5/1/2011
4PC00005*KD	May 2011	901	00400	pH	AF	5/1/2011
4PC00005*LD	July 2012	001	31616	Fecal Coliform	AK	7/19/2012



RESOLUTION 08 - 2014 OF THE VILLAGE OF ASHVILLE



A RESOLUTION TO AUTHORIZE THE JOINING
OF OHIO PUBLIC ENTITY CONSORTIUM
HEALTHCARE COOPERATIVE (OPEC-HC) AND
DECLARING AN EMERGENCY

WHEREAS, the Village of Ashville offers healthcare insurance to full-time employees, staff, and elected officials; and

WHEREAS, the Council of the Village of Ashville is responsible for the appropriation budget and specifically the healthcare component of those appropriations; and

WHEREAS, the Council of the Village of Ashville has the ability to authorize entering into an agreement to join a consortium.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, PICKAWAY COUNTY, OHIO:

SECTION ONE: that the Village of Ashville does hereby agree to join the Ohio Public Entity Consortium Healthcare Cooperative at the benefit levels and cost structure as presented in the proposal, Exhibit 1.

SECTION TWO: that Mayor Charles K. Wise or designee is authorized to act as the Representative for the OPEC-HC and is able to execute any paperwork, proposals, and/or documents.

SECTION THREE: That this resolution is hereby declared to be an emergency resolution and necessary for the immediate preservation of the peace, health, safety, and general welfare of the citizens of the Village of Ashville.

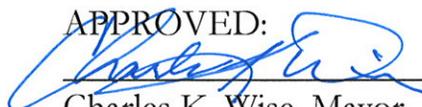
Therefore, this resolution will take immediately upon its passage

PASSED THIS 19TH DAY OF MAY, 2014

ATTEST:

 DATE: May 19, 2014
Barbara J. Gilbert, Clerk-Fiscal Officer

APPROVED:

 DATE: 19 MAY 2014
Charles K. Wise, Mayor

Prepared 5/16/2014

Revised Date:

Review Date

OPEC-HC Resolution

Village of Ashville Pickaway does hereby agree to join the Ohio
Entity Name County

Public Entity Consortium Healthcare Cooperative effective the 1st of

June, 2014, at the benefit levels and cost structure as presented
Month

in the proposal.

We also authorize April Grube to act as our Representative for
Name

the Ohio Public Entity Consortium Healthcare Cooperative and execute

any paperwork, proposals and/or documents.

Charles H. Wise Mayor
Signature

Charles H. Wise
Print Name

23 May 2014
Date



RESOLUTION 09-2014



A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY FOR THE VILLAGE OF ASHVILLE, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Ashville desires to purchase additional real property located north of West Station Street and South of State Route 752.

WHEREAS, the Village of Ashville has authority to purchase said land for public purposes and this public purpose will be in part used to assist in the construction of a wastewater facility; and

WHEREAS, the Village of Ashville considers said property to be a benefit to village residents, and as such has authority,

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:

SECTION ONE: The Village of Ashville accepts the terms of those Real Estate Purchase Agreements attached hereto as Attachment "A" as set forth in Section Two below, and to enter into said contracts for purchase +3.64 acres from Citizen's Bank of Ashville property described as Parcel Number D13-0-010-01-014-00, D13-0-010-01-013-00, D13-0-010-01-012-00, D13-0-010-01-001-02, D13-0-010-00-070-00, D13-0-010-01-051-00, D13-0-010-01-036-00, D13-0-010-01-037-00, D13-0-010-01-039-00, and D13-0-010-01-001-01,

SECTION TWO: The purchase price will be the Village of Ashville assumption of responsibility for the road way (streets) in consideration for the conveyance of the fee simple property, Exhibit "A", plus any associated purchase costs.

SECTION THREE: The Village Administrator (or other officers of the Village) is hereby empowered by Council to execute Real Estate Purchase Agreements in substantially the same form and content as those attached hereto, and to sign all documents necessary to effectuate said purchase on behalf of the Village of Ashville.

SECTION FOUR: This Resolution is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that this Resolution is necessary for the immediate preservation of public peace, health, safety and welfare, including the immediate need to obtain land for a new waste water treatment plant in order to satisfy the requirements of Ohio law and the Ohio Environmental Protection Agency, and that Council believes the same is accomplished by this purchase,

All prior resolutions which conflict with the provisions of this resolution are hereby repealed to the extent that they are in conflict herewith. If any provision of this resolution, or the application thereof to any person or circumstance, is held invalid, the invalidity does not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions are severable.

Vote on emergency measure Yeas ___ Nays ___ Excused Absences ___
Passed as an emergency measure Yeas ___ Nays ___ Excused Absences ___

PASSED THIS 16th DAY OF JUNE, 2014

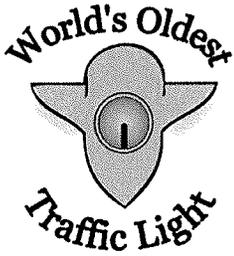
ATTEST: [Signature]
April Grube, Fiscal Officer

DATE: 6/18/14

APPROVED: [Signature]
Charles K. Wise, Mayor

DATE: 6-18-14

Prepared 6/12/2014
Revised Date:
Review Date



RESOLUTION 10-2014 OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING SUPPLEMENTAL APPROPRIATIONS BETWEEN ACCOUNTS AND AMENDING ORDINANCE 2014-03, THE PERMANENT APPROPRIATIONS ORDINANCE FOR THE VILLAGE OF ASHVILLE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Ashville annually appropriates by ordinance funds to cover the expenses and obligations of the Village; and it becomes necessary on occasion to amend those appropriations,

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:

SECTION ONE: that the following supplemental appropriations are made in the indicated Fund:

Move to:

Move from:

Description	Number	Amount	Description	Number
Street Lighting	1000-130-311-0000	\$5,000.00	Lands & Buildings	1000-730-690-0000
County Health	1000-210-640-0000	\$4,500.00	Lands & Buildings	1000-730-690-0000
County Auditor	1000-740-344-0000	\$1,800.00	Lands & Buildings	1000-730-690-0000

Total \$11,300.00

SECTION TWO:

1. That this resolution is hereby declared to be an emergency resolution and necessary for the immediate preservation of the peace, health, safety and general welfare of the citizens of the Village of Ashville and for the further reasons that expenses and contractual obligations require the supplemental appropriations; therefore, this resolution shall take effect immediately upon its passage.

PASSED THIS 8th DAY OF SEPTEMBER, 2014



ATTEST:

April D. Grube DATE: 9/8/14
April D. Grube, Clerk-Fiscal Officer

APPROVED:

Charles K. Wise DATE: 08/20/14
Charles K. Wise, Mayor

Prepared: 08/19/2014
Revised Date:
Review Date:



RESOLUTION 11-2014 OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO PROCURE A 2014 POLICE VEHICLE AND SUPPORT EQUIPMENT AND TO EXECUTE AGREEMENTS AS REQUIRED.

WHEREAS, Village Council is responsible for the finance of the Village of Ashville, and

WHEREAS, Village Council from time to time will make provisions for expenditure of funds, and

WHEREAS, the Village of Ashville, Ohio is responsible for the health and safety in the Village of Ashville, and

WHEREAS, the Police Department requires vehicles for the officers to provide for the health and safety of the Village of Ashville,

NOW, AND THEREFORE BE IT ORDAINED by the Village Council, Village of Ashville, Pickaway County, State of Ohio that:

SECTION ONE

The Mayor is hereby authorized to procure a 2014 Police Vehicle and equipment necessary to operate vehicle at a cost of \$26,534.00 from Fund Account 1000-110-590-0000.

SECTION TWO

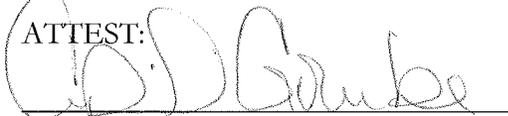
The Mayor is further authorized to enter into any agreements as may be necessary and appropriate for obtaining Said Police Vehicle.

SECTION THREE

Therefore, this resolution will take immediately upon its passage.

PASSED THIS 8th DAY OF SEPTEMBER, 2014

ATTEST:



April D. Grube, Clerk-Fiscal Officer

DATE:

9/9/14

APPROVED:



Charles K. Wise, Mayor

DATE:

9 SEP 14

Prepared: 09/05/2014
Revised Date: 09/08/2014
Review Date:

kwiktag® 088 170 967



RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(VILLAGE COUNCIL)

Rev. Code, Secs. 5705.34, 5705.35

The Council of the Village of Ashville, Pickaway County, Ohio, met in regular session on the 8th day of September 20 14, at the office of Village of Ashville with the following members present:

Tracie Sorvillo
Brian Garvine
Jim Mathers
Nelson Embrey
Glenn Cook
Todd Wenson
Mayor - Charles K. Wise

Mr. Nelson Embrey moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 20 15; and

WHEREAS, The Budget Commission of Pickaway County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitations; therefore be it

RESOLVED, By the Council of the Village of Ashville, County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:



CERTIFICATE TO COPY

ORIGINAL ON FILE

The State of Ohio, Pickaway County, ss.

I, April Grobe, Clerk of the Council of the Village of Ashville, within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original 2015 Tax Budget

now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this 8th day of September, 2014

April Grobe
Clerk of Council

1. A copy of this Resolution must be certified to the County Auditor before the first day of October in each year, or at such later date as may be approved by the Board of Tax Appeals.

No. _____
COUNCIL OF THE VILLAGE OF
Ashville
Pickaway County, Ohio

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES AS
DETERMINED BY THE BUDGET COMMISSION
AND AUTHORIZING THE NECESSARY
TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY AUDITOR.
(Village Council)

Adopted September 8, 2014
April Grobe
Clerk of Council

Filed _____, 20____
County Auditor
By _____ Deputy

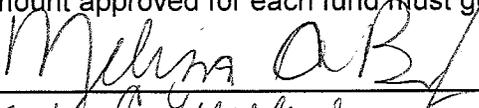
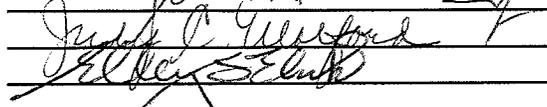
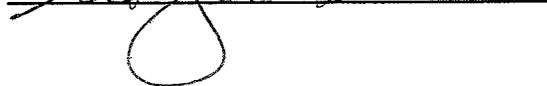
CERTIFICATE OF THE COUNTY BUDGET COMMISSION

The Budget Commission of Pickaway County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the Village of Ashville for the fiscal year beginning January 1st, 2015.

Fund	Unencumbered Balance Jan. 1, 2015	Property Tax	Other Sources	Total
General	\$902,750.78	\$158,000.00	\$2,096,171.64	\$3,156,922.42
Street Construction	\$81,873.32	\$0.00	\$191,177.60	\$273,050.92
State Highway	\$1,841.31	\$0.00	\$11,310.30	\$13,151.61
Parks and Recreation	(\$0.27)	\$0.00	\$0.00	(\$0.27)
Drug Law Enforcement	\$70.00	\$0.00	\$70.00	\$140.00
Permissive Motor Vehicle	\$74,895.27	\$0.00	\$150,896.31	\$225,791.58
Police Education	\$830.00	\$0.00	\$830.00	\$1,660.00
Street Building Code	\$27,313.82	\$0.00	\$28,647.81	\$55,961.63
Surface Water Building Code	\$187.94	\$0.00	\$708.09	\$896.03
General Fund Building Code	\$27,346.00	\$0.00	\$38,923.81	\$66,269.81
Mayors Court Computer Fund	\$1,364.08	\$0.00	\$2,364.04	\$3,728.12
Grant Construction 4201	\$744,958.59	\$0.00	\$0.00	\$744,958.59
Grant Construction 4202	\$970.79	\$0.00	\$773,750.00	\$774,720.79
Griggs RR Crossing relocation	\$726,910.87	\$0.00	\$0.00	\$726,910.87
Water Operating	\$108,577.06	\$0.00	\$505,053.25	\$613,630.31
Sewer Operating	\$125,496.06	\$0.00	\$677,677.16	\$803,173.22
Water Improvement	\$216,652.58	\$0.00	\$0.00	\$216,652.58
Sewer Improvement	\$1,083,733.86	\$0.00	\$1,083,734.05	\$2,167,467.91
Randolph St. Storm/Water	\$0.00	\$0.00	\$0.00	\$0.00
Storm/Water Sanitary Improve	\$231,312.97	\$0.00	\$230,767.31	\$462,080.28
FmHA Sinking Fund	\$74,557.02	\$0.00	\$0.00	\$74,557.02
FmHA Debt Reserve	\$0.00	\$0.00	\$0.00	\$0.00
FmHA Debt Surplus	\$0.00	\$0.00	\$0.00	\$0.00
Enterprise Deposit Fund	\$12,971.76	\$0.00	\$11,008.88	\$23,980.64
Developer Revolving Fund	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	\$4,444,613.81	\$158,000.00	\$5,803,090.25	\$10,405,704.06

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and without the 10 mill limitation is set forth in the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund.

Date: August 15, 2014

Budget
Commission



RESOLUTION 13-2014

OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION (OWPC) STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM (S), AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Village of Ashville, Ohio is planning to make capital improvements to wastewater processing in the Village of Ashville thus submitting The Water Resource Recovery Facility Improvement Project, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is qualified project under the OPWC programs,

NOW, AND THEREFORE BE IT ORDAINED by the Village Council, Village of Ashville, Pickaway County, State of Ohio that:

SECTION ONE

The Mayor and /or Village Administrator is hereby authorized to apply to the OPWC for funds as described above.

SECTION TWO

The Mayor and /or Village Administrator is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION THREE

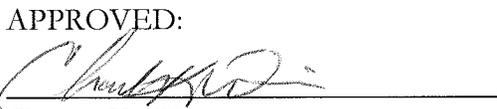
Therefore, this resolution will take immediately upon its passage.

PASSED THIS 22nd DAY OF SEPTEMBER, 2014

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 9/22/14

APPROVED:

Charles K. Wise, Mayor

DATE: 22 Sept 14

Prepared: 08/28/2014
Revised Date:
Review Date:





RESOLUTION 14-2014 OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO WORK WITH SOUTH BLOOMFIELD IN PROVIDING FOR A WATER CONNECTION BETWEEN THE VILLAGE OF ASHVILLE AND THE VILLAGE OF SOUTH BLOOMFIELD, AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, Village Council is responsible for the finance of the Village of Ashville, and

WHEREAS, the Village of Ashville, Ohio is responsible for the health and safety in the Village of Ashville, and

WHEREAS, the Village of Ashville and South Bloomfield has been discussing the ability to provide water to one another through the construction of a connector between the two municipalities.

NOW, AND THEREFORE BE IT ORDAINED by the Village Council, Village of Ashville, Pickaway County, State of Ohio that:

SECTION ONE

The Mayor or Village Administrator is hereby authorized to enter into agreements as may be necessary and appropriate for the engineering, design, PTI and Construction of a water connector between the Village of Ashville and South Bloomfield.

SECTION TWO

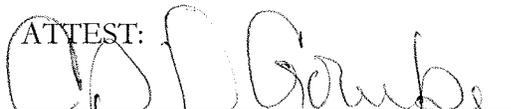
This Resolution is limited to \$25,000, beyond \$25,000 will require an additional authorization resolution.

SECTION THREE

Therefore, this resolution will take immediately upon its passage.

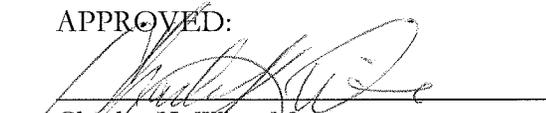
PASSED THIS 6th DAY OF OCTOBER, 2014

ATTEST:


April D. Grube, Clerk-Fiscal Officer

DATE: 10/17/14

APPROVED:


Charles K. Wise, Mayor

DATE: 17 OCT 14

Prepared: 09/18/2014
Revised Date:
Review Date:





RESOLUTION 15-2014

OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO PROVIDE FOR THE CONSTRUCTION OF A SALT BARN FOR THE SERVICE DEPARTMENT, AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, Village Council is responsible for the finance of the Village of Ashville, and

WHEREAS, Village Council from time to time will make provisions for expenditure of funds, and

WHEREAS, the Village of Ashville, Ohio is responsible for the health and safety in the Village of Ashville, and

WHEREAS, the Service Department requires a location to store salt for maintaining streets which involves the health and safety of the Village of Ashville.

NOW, AND THEREFORE BE IT ORDAINED by the Village Council, Village of Ashville, Pickaway County, State of Ohio that:

SECTION ONE

The Village Administrator or Mayor is hereby authorized to procure services to construct a Salt Barn at the current wastewater facility for a cost of \$42,000 Salt Barn and \$30,412 Concrete (Total \$72,412) from Fund Account 1000-930-930-5000 Contingencies (Construction Reserve).

SECTION TWO

The Fund Account 1000-930-930-5000 Contingencies will be made whole by the repayment of no less than \$5,000 per year from Fund Account 2011-620(850)-710-0000. This repayment will take not more than fifteen (15) years.

SECTION THREE

Therefore, this resolution will take immediately upon its passage.

PASSED THIS 6th DAY OF OCTOBER, 2014

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 10/17/14

APPROVED:

Charles K. Wise, Mayor

DATE: 17 OCT 14

Prepared: 09/18/2014
Revised Date:
Review Date:





RESOLUTION 16-2014 OF THE VILLAGE OF ASHVILLE



A RESOLUTION BY VILLAGE COUNCIL
AUTHORIZING THE VILLAGE ADMINISTRATOR OR
MAYOR TO EXECUTE A "REQUEST TO PROCEED"
ON THE GRIGGS STREET RAILROAD CROSSING
RELOCATION PROJECTS WITH OHIO PUBLIC
WORKS COMMISSION CT81P/CT82P AND
DECLARING AN EMERGENCY.

Whereas, it is desirable to provide the ability to work on utilities and have right-of-ways for the public good within the Village of Ashville.

NOW, AND HEREAFTER BE IT ORDAINED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

SECTION ONE:

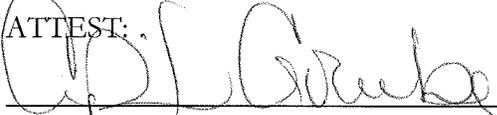
The Village Administrator and/or designee will be able to request from Ohio Public Works Commission to issue a "Request to Proceed", Exhibit A.

SECTION TWO

That this resolution is hereby declared to be an emergency resolution and necessary for the immediate preservation of the peace, health, safety and general welfare of the citizens of the Village of Ashville; therefore this resolution shall take effect immediately upon its passage.

PASSED THIS 6th DAY OF OCTOBER, 2014

ATTEST:



April D. Grube, Clerk-Fiscal Officer

DATE:

10/7/14

APPROVED:



Charles K. Wise, Mayor

DATE:

07 OCT 14

Prepared: 10/03/2014
Revised Date:
Review Date:





RESOLUTION 17-2014

OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO EXECUTE AN AGREEMENT OF FORBEARANCE WITH DIRECTOR OF THE DEVELOPMENT SERVICES AGENCY OF THE STATE OF OHIO.

WHEREAS, Village Council is responsible for the finance of the Village of Ashville, and

WHEREAS, the Village of Ashville, Ohio is responsible for the health and safety in the Village of Ashville, and

WHEREAS, the Village of Ashville, County of Pickaway, and Circleville-Pickaway Community Improvement Corporation, dba Pickaway Progress Partnership worked jointly on securing funding from the State of Ohio, Department of Development, through its Rural Industrial Park Loan/Grant Program. These funds would be used for the construction of a development site in the Village of Ashville. That was Resolution 10-2007.

NOW, AND THEREFORE BE IT ORDAINED by the Village Council, Village of Ashville, Pickaway County, State of Ohio that:

SECTION ONE

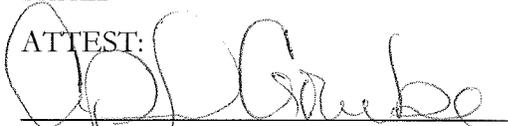
The Mayor or Village Administrator is hereby authorized to enter into agreements as may be necessary to continue the intent specified in Resolution 10-2007, to participate in a project with County of Pickaway, and Circleville-Pickaway Community Improvement Corporation, dba Pickaway Progress Partnership working with the State of Ohio, Department of Development, through its Rural Industrial Park Loan/Grant Program to help in economic development in Ashville, Ohio.

SECTION TWO

Therefore, this resolution will take immediately upon its passage.

PASSED

ATTEST:


April D. Grube, Clerk-Fiscal Officer

DATE: 12/5/14

APPROVED:


Charles K. Wise, Mayor

DATE: 01 DEC 14

Prepared: 11/27/2014
Revised Date:
Review Date:

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