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CITY OF CUYAHOGA FALLS, OHIO  
ORDINANCE NO. 7 - 2017

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MASTER METER AGREEMENT WITH THE CITY OF AKRON TO PROVIDE CONTINUED SEWER SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Akron owns and operates a sanitary sewerage system for the purpose of treating wastewater; and

WHEREAS, City of Cuyahoga Falls residents and businesses have sanitary sewers that flow to Akron through the Master Meter or otherwise and it is necessary that the City's residents and businesses be provided with ample facilities to dispose of sanitary sewerage; and

WHEREAS, Ordinance No. 75-1984 previously authorized an agreement pertaining to sanitary sewerage with the City of Akron; and

WHEREAS, the Master Meter Communities, which include the City of Cuyahoga Falls, City of Tallmadge, Village of Lakemore and County of Summit along with the City of Akron worked collaboratively and negotiated an agreement for continued sewer transportation and treatment services.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit and State of Ohio, that:

Section 1. The Mayor is hereby authorized to enter into a Master Meter Agreement on behalf of the City pursuant to the terms set forth in Exhibit A attached hereto and incorporated into this ordinance, together with such revisions, additions or amendments as are approved by the Director of Law as being consistent with the objectives and requirements of this ordinance; and the Mayor, Director of Public Service or designee, Director of Law, Director of Finance and other necessary City officials are authorized to provide such other information and to execute such other documents to the Master Meter Agreement and do all other actions as are necessary for and incidental to carrying out the requirements of this ordinance and the terms of the Master Meter Agreement.

Section 2. The Director of Finance is hereby authorized and directed to make payment for same from Sewer Fund, line item Other Operations.


Section 3. Any other ordinances or resolutions or portions of ordinances and resolutions inconsistent herewith are hereby repealed, but any ordinances and resolutions not inconsistent herewith and which have not previously been repealed are hereby ratified and confirmed.

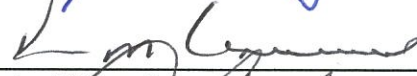
Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Chapter 107 of the Codified Ordinances.

57        Section 5. This ordinance is hereby declared to be an emergency measure necessary for  
58 the preservation of the public peace, health, safety, convenience and welfare of the City of  
59 Cuyahoga Falls and the inhabitants thereof, for the reason that it is immediately necessary  
60 to provide continual and reliable sewer services to the residents and businesses of Cuyahoga  
61 Falls, and provided it receives the affirmative vote of two thirds of the members elected or  
62 appointed to Council, it shall take effect and be in force immediately upon its passage and  
63 approval by the Mayor; otherwise it shall take effect and be in force at the earliest period  
64 allowed by law.

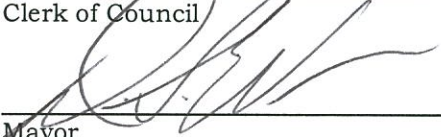
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Passed: 2-13-17

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Clerk of Council

Approved: 2-15-2017

  
\_\_\_\_\_  
Mayor



## MASTER METER AGREEMENT

This Master Meter Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2017 between the City of Akron, Ohio, a charter municipal corporation (the "City"), 166 South High Street, Akron, Ohio 44308, and City of Cuyahoga Falls (the Master Meter Community, referred to as "MMC" below), 2310 Second Street, Cuyahoga Falls, Ohio 44221.

A. The MMC requests that the City continue to furnish sewer service to the geographical area set forth on a map attached as Exhibit A, which may be amended by written agreement of the parties (the "MMC Service Area").

B. The MMC recognizes that the City has a National Pollutant Discharge Elimination System Permit issued by the Ohio Environmental Protection Agency ("Ohio EPA") (the "Permit"), which may be modified or renewed from time to time, that places obligations on the City for the quantity and quality of the effluent discharged, directly and indirectly to the Cuyahoga River.

C. The MMC further recognizes that the Permit requires that the MMC and any discharger (each, a "Discharger") to the MMC's sewer system located in the MMC Service Area (the "MMC Sewer System") specifically agree to, at all times, discharge a quantity and quality of sewage so that complies with the quality and quantity set in this Agreement or any of its amendments so that the City can lawfully comply with the Permit requirements.

D. The MMC further recognizes that the City must have the legal authority throughout the MMC Service Area to perform, or require the performance of, all acts required by the Permit.

E. The City is subject to a Consent Decree that was entered into in the United States District Court for the Northern District of Ohio on January 17, 2014 (the "Consent Decree"), which requires the City to comply with certain operation and maintenance requirements and to implement substantial improvements to its sewerage system (the "Akron Sewer System") and the City's Water Reclamation Facility ("WRF"), which includes, but is not limited to, the improvements set forth in the City's Long Term Control Plan (the "LTCP").

F. The City is willing to provide the sewer transportation and treatment services requested by the MMC upon the terms and conditions of this Agreement, which includes, but is not limited to the condition that the MMC and any Discharger of the MMC Sewer System agree to, at all times, deliver a quantity and quality of sewage that permits the City to lawfully comply with the Permit requirements.

In consideration of the mutual promises, covenants, conditions, and terms to be kept and performed, the parties agree as follows:

### **Section 1. Definitions**

Unless the context specifically indicates otherwise, words, terms, and abbreviations defined in Chapter 50 of the Codified Ordinances of the City of Akron, Ohio ("Chapter 50"), used in this Agreement, including the exhibits hereto, shall have the meanings set forth in that Chapter.

### **Section 2. Treatment of Wastewater**

Subject to the terms and conditions contained in this Agreement the City shall operate and maintain the Akron Sewer System and the WRF in accordance with the Permit and the Consent Decree. The City shall receive wastewater discharged from the MMC Sewer System that meets the requirements of this Agreement, and treat such wastewater to the degree of treatment required by the Permit.

### **Section 3. Delivery of Wastewater**

The MMC agrees to operate and maintain the MMC Sewerage System in accordance with all requirements of the Ohio EPA and the United States Environmental Protection Agency ("U.S. EPA") that are applicable to the MMC, and the Codified Ordinances of the City of Akron, Ohio, as amended, and shall deliver only wastewater to the City's sewerage system that meets the water quality requirements of:

- (a) Chapter 50; and
- (b) this Agreement.

### **Section 4. Charges**

(a) The monthly bill to the MMC will be calculated by multiplying the MMC's total metered flow by the rate charged to the MMC (the "MMC Rate"), and then adjusting that amount based upon the strength of the MMC's metered flow. The monthly bill to the MMC may also include a billing fee and any other charges identified in this Agreement. The MMC's total flow is the sum of the MMC's metered flow and any adjustments to flow measurements. The MMC share of inflow and infiltration (I & I) in the trunk sewers of the Akron Sewer system is included in the calculation of the rate charged to the MMC. Attached to this Agreement as Exhibit B is the calculation that is used to determine the MMC's monthly bill for services. If there are any discrepancies between Section 4(a) and Exhibit B, Exhibit B shall control.

(b) The MMC Rate is calculated using the MMC Rate Model, which is attached to this Agreement as Exhibit C. All WRF and trunk sewer operation and maintenance, capital improvement (as delineated in the MMC Rate Model) and debt service costs, including, but not limited to the costs to comply with the Permit and the Consent Decree, will be allocated



to function and usage characteristics in accordance with the format identified in the MMC Rate Model. The calculated rates will not include stipulated penalties that the City may incur pursuant to provisions of its CSO Consent Decree.

The City will calculate the MMC Rates using the MMC Rate Model for a four (4) year period using budgeted costs for the current year and estimated costs for the subsequent three (3) years. MMC annual flows, loadings, and share of I&I flows will be averaged for the previous four (4) years and applied in the MMC Rate Model to determine MMC shares of annual costs.

In addition, the City may make adjustments to the MMC Rate Model as required by the Permit and/or any applicable Ohio or federal laws or regulations; provided, however, that the City shall discuss any such adjustments to the Rate Model in advance with the MMC. Adjustments during each four (4) year period will be the basis for the rates during the remaining years in the rate period. If another Master Meter Community of City obtains a more favorable MMC Rate than the MMC Rate contained in this Agreement, the MMC Rate shall be reduced to an amount equal to the lowest MMC Rate obtained by any Master Meter Community of City subsequent to the execution of this Agreement.

Additionally, no later than April 30, 2017, the MMC will pay the City the amount of \$203,387 representing a "true-up" payment for 2014 and 2015.

By March 15 of the final year of the four (4) year rate period, the City shall notify the MMC of the MMC Rate that will be in effect for each twelve (12) month period commencing on April 1 and running through March 31. At the same time the City will also provide a summary of the calculations for determining the MMC Rates. For the period of April 1, 2016 through March 31, 2017, new MMC rates based on the updated methodology included in this Agreement will be effective (as shown on Exhibit C, Schedule 11 as the 2016 Master Meter Rate). The MMC will be required to pay the difference between the new rate and the rate actually billed for that time period in equal installments over a 12 month period commencing April 1, 2017.

(c) The City shall bill the MMC monthly. The MMC shall pay its bill within 30 days from the date of mailing. Payments not made within 30 days from date of mailing shall be considered delinquent (even if the MMC is challenging the calculation under Section 4(h)) and the amount due the City shall be subject to a late payment fee equal to a 10 percent per annum late payment penalty on the unpaid current balance.

(d) The MMC shall be solely responsible for billing its own customers and shall do so in accordance with all applicable laws.

(e) Each party shall have the right at all reasonable times to inspect and audit the books and records of the other party concerning the MMC Rate Model, the monthly bills issued from the City to the MMC, the MMC's system for charging its customers and the terms and conditions of this Agreement.

(f) The City, upon request will provide billing administration and other services to the MMC in return for an additional payment in an amount to be agreed upon before the services are performed. The MMC will provide the City with its schedule of charges and meter readings, if requested.

(g) The City may charge for miscellaneous and other charges, excluding stipulated penalties that the City may incur pursuant to provisions of its CSO Consent Decree, to the MMC unilaterally where required by U.S. EPA, Ohio EPA or a Court. The City will document those charges upon request by the MMC. The City agrees that any such charges will require notification to the MMC.

(h) The parties agree that either party has a maximum of 90 days after the billing date of a bill to either correct errors or claim any error as to any computations or application of agreement factors or formulas, flow readings or other data relative thereto for that previous year.

(i) The MMC shall have an opportunity to review any list of future projects that are not included in the formulary and for which the City intends to charge the MMC. The parties agree that if the MMC dispute any additional charges resulting from these future projects, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to litigation, or some other dispute resolution procedure.

#### **Section 5. INDUSTRIAL COST RECOVERY SYSTEM**

If required by Ohio EPA, U.S. EPA, or the Permit, the City and the MMC shall develop and implement an Industrial Cost Recovery System for the MMC Service Area and the City's service area that meets all of the requirements of Ohio EPA, U.S. EPA, and/or the Permit, in accordance with Federal Regulation 40 CFR 35.928. The purpose of the Industrial Cost Recovery System is to recover from industrial users all federal funds that are used to construct sewage treatment facilities that serve the industrial user class.

#### **Section 6. NPDES PERMIT**

(a) The MMC shall comply with all applicable requirements of the Permit and other permits of whatever nature that the City may obtain in the future regulating the discharge of wastewater, the Akron Sewer System and/or the WRF. The MMC shall be liable for, and



shall reimburse the City for any fine, penalties, costs and/or damages incurred by the City for the MMC failure to comply with the Permit. The City will provide the MMC timely notice of said fine, penalties, costs and/or damage, and the opportunity to respond to such a claim with the applicable authority assuming the same is provided to the City.

(b) If any changes to the Permit, either requested by the City or imposed by a regulating authority, have the potential to impact a MMC, the City will notify the MMC when they become aware and discuss with the MMC the impact of the changes to the MMC.

**Section 7. WASTEWATER MONITORING AND SAMPLING**

(a) The MMC has constructed, in accordance with the City's specifications, wastewater metering stations, sampling stations, and appurtenances (the "Meter"). The City shall have the right to inspect the Meter and require such changes as are necessary to meet the City's specifications. The Meter shall be equipped with devices to collect and preserve composite wastewater samples and accurately measure the volume of flow through the connection.

(b) The Meter shall be operated and maintained by the City and under its control. Provided however, the MMC shall be responsible for the operation and maintenance of the conveyance components to and through the Meter structure, which includes but not limited to the flume, weir, pipe, and flow channel. The City may, however, permit the MMC to operate, maintain and control any additional installations, as long as such additional installations do not interfere with the operation of the Meter. The City shall periodically, but in no event less than annually, employ the services of qualified personnel to calibrate the Meter. Both parties shall have the right to analyze a portion of any sample collected and to conduct sampling and gauging programs using the stations either under the supervision of the City or the MMC. The MMC will receive reasonable notification of the date and time of the testing and will be allowed to be present as an observer.

(c) Should the Meter fail to properly measure the volume or strength of wastewater, the volume and strength for such period of failure shall be computed either by multiplying the hours of such failure times the hourly average for the 24 hours immediately preceding and the 24 hours immediately following such failure or by any other method or period of time as agreed to by the parties to more accurately reflect the volume and strength for such period of failure.

(d) The MMC shall pay for the expense of repairing, reconstructing, rebuilding, replacing, operating, maintaining and calibrating the Meter and any appurtenances that serve it.

(e) For the portions of flow from the MMC that is within the MMC Service Area that connects directly to Akron's sewer system (i.e. "non-metered flow"), the MMC will pay a flat

rate based on the total number of benefits connected to the meter. The flat rate will be determined by total number of flat rate customers, times 400 gallons per day, times 30 days.

For the portions of flow from Akron through the MMC Service Area that connects directly to Akron's sewer system, Akron will deduct the MMC total flow based on the total number of benefits connected to the meter. The flat rate will be determined by total number of flat rate customers, times 400 gallons per day, times 30 days.

For the purposes of this Section 7(e) "benefit" means a sewage or wastewater discharge of 400 gallons per day which is the estimated flow from a single-family dwelling.

### **Section 8. INDUSTRIAL WASTEWATER DISCHARGES**

(a) The MMC shall either (i) enact and enforce an industrial wastewater ordinance or resolution that establishes standards for permissible industrial wastewater discharge into the MMC sewerage system that shall be at least as stringent as the standards established in Chapter 50, as may be amended from time to time in the future, or (ii) enter into a separate agreement with the City for the inspection and enforcement of industrial dischargers in the MMC Service Area.

The MMC agrees to either:

- (1) Monitor and furnish the City all data from industrial users, or
- (2) secure for the City the complete right of access to all industrial facilities of any industrial user that uses MMC'S sewerage system, in order to determine the volume of wastewater and strength of pollutant load contributed by such industrial user where necessary for City to meet the requirements of the Permit or other requirements. The MMC will receive reasonable notification of the inspection and will be allowed to be present as an observer.

(b) The MMC shall require each industry that discharges into the MMC Sewer System to agree in writing to comply with, and be subject to industrial wastewater effluent limits at least as stringent as the City's Chapter 50, as amended from time to time. The Industrial User shall apply to the permitting authority for a permit, and shall comply with all requirements of the Permit.

(c) The volume of wastewater and strength of pollutant of an Industrial User is subject to the City's approval in accordance with Chapter 50. The cost of constructing, operating, and maintaining any monitoring equipment required shall be paid by the Industrial User or users that it serves.



(d) The failure or refusal of the MMC or the MMC's Industrial User to participate in, or comply with this Section 8 may result in termination of sewer service through any means available to the City, including, but not limited to, a request to Ohio EPA and/or U.S. EPA for enforcement assistance. Termination may result only after the MMC is notified by the City of breach of this subsection of the Agreement and is given 90 days to cure the breach.

**Section 9. WASTEWATER DISCHARGES**

(a) The MMC shall not, without approval from the City, discharge into the City sewerage system volumes of wastewater greater than the flow rates listed below:

	VOLUME IN MILLION GALLONS PER DAY
Average Annual Flow	5.5
Maximum Daily Flow	8.3
Maximum Hourly Flow	16.5

(b) If the MMC exceeds the maximum volumes set forth in Section 9(a), above, then the MMC shall be liable to the City for any fees, penalties, fines or other damages incurred by the City, including but not limited to damages to the City's Sewer System and/or the WRF for the excess flows from the MMC. At the City's request, the MMC shall undertake a sewer system evaluation study ("SSES") to evaluate the source of, and potential control of, excess I&I into the MMC Sewer System that is being discharged into the City's Sewer System. If the MMC fails or refuses to undertake the SSES, or undertake reasonable, cost effective measures to control excess I&I, then the City may, at its sole discretion, do any of the following: (i) terminate this Agreement and the MMC's authorization to discharge into the City's Sewer System; (ii) self-perform or require the performance of work, which work shall be paid for by the MMC, in the MMC to reduce the levels below the maximum allowed, and/or (iii) increase the Rate by 10% for the volume of wastewater that exceeds the limit in Section 9(a).

(c) The MMC and the City may periodically analyze the need for additional sewerage system capacities. If the MMC requests additional capacity in the Akron Sewer System, the City, in its sole discretion, may provide the MMC with additional capacity, subject to acceptable terms and conditions regarding the financing and payment of additional infrastructure, including those elements of the Long Term Control Plan that will benefit the MMC for the transportation, storage, or treatment of the MMC's wastewater.

(d) The MMC shall deliver its allowable wastewater at points of entry to the City sewerage system approved by the City.

**Section 10. CONTRACT WITH ULTIMATE RECIPIENT OF SEWER SERVICE**

In order to perform or require the performance of any or all of the duties and responsibilities set forth in this Agreement, when required by the Ohio EPA, U.S. EPA or the Permit, the City may require that Users execute a contract incorporating the terms of this Agreement and Chapter 50, which may require an amendment to the this Agreement. Sewer rules and regulations promulgated by the MMC shall not conflict with this Agreement or Chapter 50. The failure or refusal of recipient User to execute a contract of sewer service shall subject the MMC or that User to enforcement through those means available to the City including, but not limited to, a request to Ohio EPA and/or U.S. EPA for enforcement assistance.

**Section 11. CITY TO PERFORM FUNCTIONS OF A CLEAN WATER SECTION 208 MANAGEMENT AGENCY.**

The City has undertaken the duties and responsibilities of a Designated Management Agency pursuant to Section 208 of the federal Clean Water Act. The MMC agrees to support such designation by executing any documents introducing and actively supporting any ordinances or resolutions, and agreeing to amend this Agreement as may be necessary to permit the City to, at all times, continue to function as a Designated Management Agency and meet the legal requirements of U.S. EPA, Ohio EPA, Northeast Ohio Four County Regional Planning and Development Organization or successor Ohio law.

The MMC agrees that the City of Akron is the Designated Management Agency for Service Area pursuant to Section 208 of the federal Clean Water Act.

If MMC fails or refuses to comply with this Section 11, the MMC shall be in breach of this Agreement, and the City may, in its sole discretion, pursue any remedies that the City determines to be appropriate, including, but not limited to damages and/or an order requiring the MMC's compliance with this Agreement. In addition, the City may terminate this Agreement and the sewer service to the MMC only after the MMC is notified by the City of breach of this subsection of the Agreement and is given 90 days to cure the breach.

**Section 12. ALL FACILITIES SUBJECT TO CITY OF AKRON APPROVAL OR DISAPPROVAL; AND OTHER CITY STANDARDS REQUIREMENTS**

The parties hereto agree:

(a) To cooperate to enforce the specific terms of this Agreement as well as the intent and requirements of the Permit, the Consent Decree, the federal Clean Water Act, Chapter 6111 of the Ohio Revised Code, and all other laws relating to control or pollutants, and any and all of any amendments relating thereto, and regulations promulgated thereunder.



(b) That the operation, maintenance, control, construction, replacement, connection, extension, addition, and any use by anyone by whatever means, of any and all facilities, whether public or private, related directly or indirectly to the MMC Sewer System, the Service Area, the Akron Sewer System and this Agreement are subject to MMC approval or disapproval to an extent no less than required for the City to perform under this Agreement. The MMC agrees to provide preliminary construction plans and as-built drawings within 3 months after completion of construction of system improvements. City approval of construction plans is not required. MMC agrees that City may require the performance of any act by its and any other governmental subdivision in the Facilities Planning Area in order to carry out the intent of the federal Clean Water Act, and the MMC waives any defenses or claim of defense, notwithstanding the foregoing, where such defenses or claim of defense are contrary to or inconsistent with the intent of this Agreement. The City has no duties and responsibilities unless required by this Agreement, the Consent Decree, Ohio EPA, U.S. EPA, the Permit, or other permits.

(c) That the MMC shall, prior to providing sewer or other service to any area not currently served by the sewerage system served by City, furnish to the City an analysis and sewer system capacity impact study that shall be subject to approval or disapproval by the City (Sewer Bureau Manager), when required, as to compliance with this Agreement and includes: (1) ultimate average daily flow, peak daily flow and peak hourly flow (2) points of connection to the City sewer system, (3) methods of controlling point sources, and (4) such additional information as the City may deem necessary.

(d) That the City may temporarily, or for such period of time which is necessary, restrict, reroute, divert, or shut off sewer or other service under this Agreement (1) to attempt to preserve the WRF or any other facilities or in the event of any other emergency; (2) as may be required by the U.S. EPA or other Agency of Jurisdiction; (3) to repair, construct, maintain, operate, extend, enlarge, replace, improve quality, regulate flows of acceptable wastes to or from facilities, or (4) to otherwise carry out either the specific terms of this Agreement or the intent and requirements of U.S. Public Law 92-500, U.S. Public Law 95-217, all other laws relating to control of pollutants and any and all of any amendments relating thereto, together with Ohio EPA and Ohio law.

(e) That any diversion of flows within the MMC service area is the responsibility of the parties having jurisdiction over the areas involved.

(f) That the breach of, failure or refusal by the MMC or any User hereto to perform under the terms of this Agreement shall subject the MMC to termination of sewer or other service through any means available to the City, including but not limited to the restrictions contained herein and also including a request by City to Ohio EPA and/or U.S. EPA for



enforcement assistance. The City shall permit the MMC reasonable time to comply, if permitted by Ohio EPA, U.S. EPA and any Court of competent jurisdiction.

(g) That the City is the owner of the WRF and various facilities and either the MMC or the City owns the sewer facilities shown on Exhibit A and that, at no time during this Agreement, shall such ownership change or an equity interest be acquired without legislative authorization by the respective owner. The ownership of such facilities may be revised from time to time by authorization of appropriate Council Ordinances.

### **Section 13. TERM**

(a) The term of this Agreement shall be until January 1, 2040, provided, however, that the City may terminate at any time as to the MMC or User that violates any of the provisions of this Agreement. This Agreement will continue following the initial term unless a party provides a written notice of termination. Any notice of termination by the MMC will not be effective for five years. Nothing in this Section 13(a) shall be deemed to limit any early termination provisions included in this Agreement. Prior to termination, the parties agree that the Service Directors (Or authorized Representative) of the respective organization should enter into non-binding negotiations in good faith to resolve any outstanding issues. If negotiations are not successful, The City may not terminate this Agreement for breach of any of its provisions without first giving the MMC notice of breach of the Agreement in writing and 90 days to cure such breach. The parties further agree to negotiate in good faith to resolve any controversy arising from this Agreement.

The parties recognize and understand that under this Agreement the City will be installing significant improvement to the Akron Sewer System and the WRF, that such improvements will be sized, in part, to handle flow from the MMC, and that the City is relying upon continued service to the MMC, beyond the term of this Agreement. If the MMC refuses to agree to extend the term of this Agreement, or refuses to enter into a new Agreement for continued service, then the MMC shall be liable to the City for the MMC's share of the remaining debt on the improvements that are made to the Akron Sewer System during the term of this Agreement.

(b) Should the Ohio EPA or U.S. EPA or any similar agency having jurisdiction over City's Sewage System and/or the WRF require changes in this Agreement or in the sewage system and/or the WRF, such changes shall be made if such agency is authorized to do so under Ohio or federal law.

### **Section 14. FACILITIES PLANNING**

The parties agree, upon the effective date of this Agreement, to perform all duties and responsibilities that may be performed and subsequently to approve and to implement the



Consent Decree as the same shall be amended from time to time and to use their best efforts to continue any planning required by the Ohio EPA and/or the U.S. EPA.

**Section 15. ALL POINT SOURCE DISCHARGES**

The MMC specifically agrees to be responsible for the control of all point source discharges within the Service Area of this Agreement to the extent necessary to meet the continuing requirements of this Agreement, the Consent Decree, the Ohio EPA, U.S. EPA, or of the Permit, or other permits held by the City subject to control and direction by City as a Designated Management Agency for point sources and nonpoint sources where required.

**Section 16. ASSIGNMENT**

Neither the City nor the MMC shall assign its rights or duties under this Agreement without the written consent of City or the other party. The foregoing sentence does not prohibit the assignment of this Agreement to a purchaser of the Akron Sewer System.

**Section 17. RELEASE**

(a) The MMC shall release the City from any and all loss, damage, or claim arising from any action or inaction of the MMC or User that results in a violation of the Permit, any statute or any applicable rule or regulation, whether or not such action or inaction was permitted or prohibited by the terms of this Agreement. Loss, damage, or claim shall include but not necessarily be limited to the repayment of any Grant monies, the failure to receive any grant monies, and the payment of any fines, assessments, or judgments. The MMC and any User shall not appeal any aspects involving criminal liability or injunctive type actions including but not limited to a building ban. To the extent City has actual knowledge, City shall use its best efforts to provide written notice as soon as possible of such violation to MMC.

(b) The MMC shall release the City from any claim, costs, loss, damage, and/or obligation whatsoever arising from any and all causes connected with the construction, operation, maintenance, and control of the User's sewer.

**Section 18: MISCELLANEOUS**

(a) The effective date of this Agreement shall be the date this Agreement has been fully executed by the parties.

(b) All prior agreements for sewer service between or among the parties shall be terminated and of no further force or effect.

(c) This Agreement may be signed in any number of counterparts, the total of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

CITY OF AKRON, OHIO

By \_\_\_\_\_  
Daniel Horrigan, Mayor

Approved as to form and correctness:

\_\_\_\_\_  
Eve V. Belfance  
Director of Law  
City of Akron, Ohio

CITY OF CUYAHOGA FALLS, OHIO

By \_\_\_\_\_  
Don Walters  
Mayor

Approved as to form and correctness:

\_\_\_\_\_  
Russell W. Balthis  
Law Director





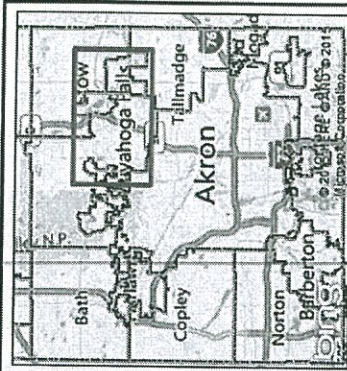
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EXHIBIT A

Service Areas

Cuyahoga Falls Master Meter Districts





**Legend**

- ⊕ Main St Meter station
- ⊕ Howe Rd Meter Station
- ⊕ Babb Rd Meter Station

**Master Meter Districts**

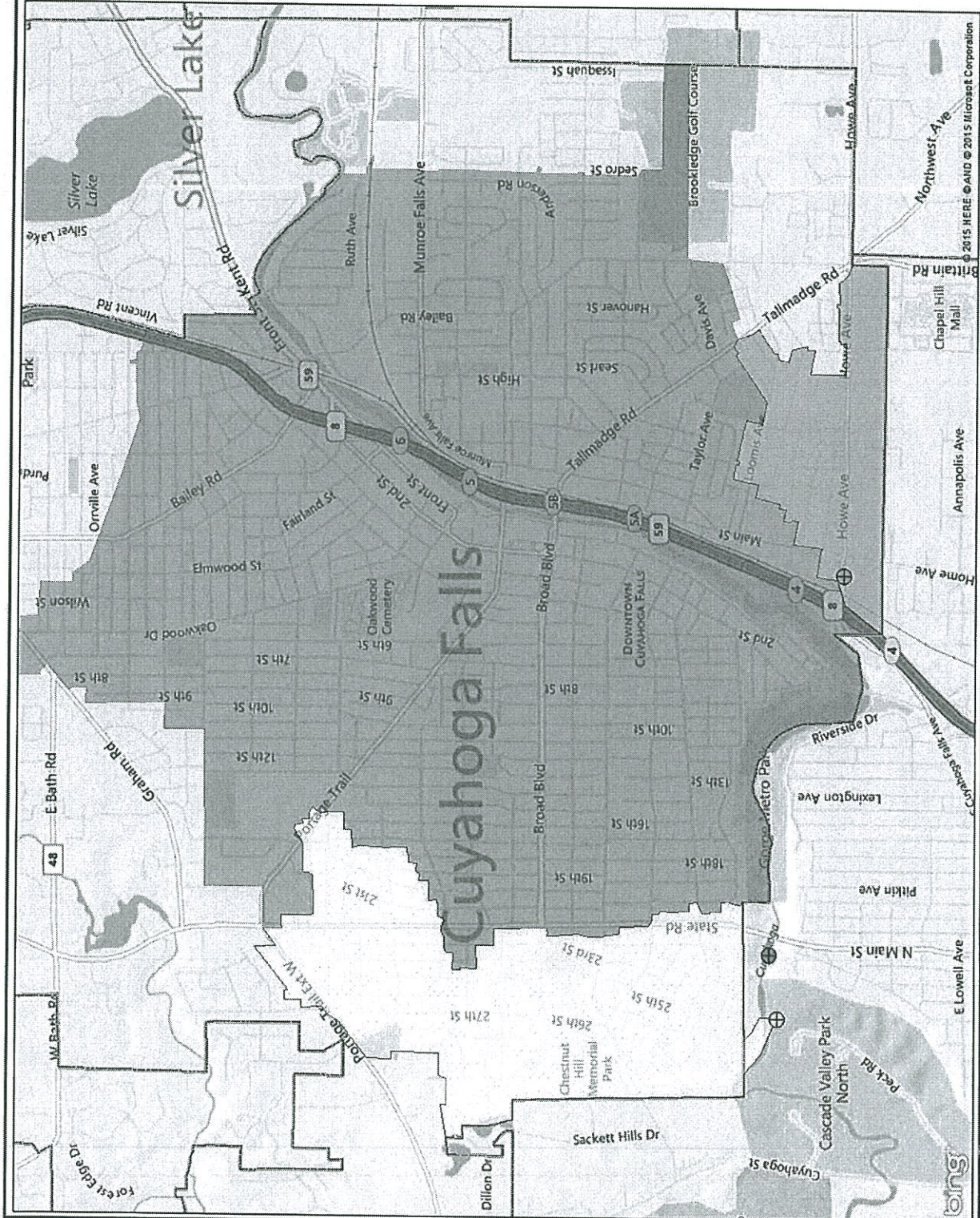
- Main St Master Meter
- Howe Rd Master Meter
- Babb Rd Master Meter



Map displays an approximant representation of the service area.



Date: 8/28/2015



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EXHIBIT B  
MMC MONTHLY BILL CALCULATION

1. Total Metered Flow to Akron in millions of gallons (MG) x Rate per MG = Total Flow Charges.
  
2. Less/Plus Extra Strength Charges for BOD
  - a. MG of flow x 8.34 x average sampled BOD concentration in milligrams per liter (mg/L) = pounds (lbs) of BOD
  - b. LESS MG of flow x 8.34 x 182 mg/L = allowable lbs of BOD
  - c. Lbs of BOD x rate per lb of BOD = credit or surcharge for BOD
  
3. Less/Plus Extra Strength Charges for SS
  - a. MG of flow x 8.34 x average sampled SS concentration in milligrams per liter (mg/L) = pounds (lbs) of SS
  - b. LESS MG of flow x 8.34 x 290 mg/L = allowable lbs of SS
  - c. Lbs of SS x rate per lb of SS = credit or surcharge for SS
  
4. Plus Billing Charge
  
5. Plus Automatic Clearing House ("ACH") Charge
  
6. Plus all Miscellaneous Charges, including, but not limited to meter calibration charges.
  
7. Equals Net Current Billing



# **City of Akron Master Meter Rate Model 2016 Update**

**2016 Master Metered Suburban Allocations**

	Cuyahoga Falls		Montrose		MudBrook		Lakemore		Tallmadge		Springfield	
	Amount (\$)	Percent	Dollars (\$)	Percent	Dollars (\$)	Percent	Dollars (\$)	Percent	Dollars (\$)	Percent	Dollars (\$)	Percent
<b>Waste Treatment (O&amp;M)</b>												
Volume	1,933,688	19.83%	383,529	7.75%	149,787	39.75%	768,963	6.35%	122,804	16.98%	328,310	9.34%
BOD	2,408,437	23.73%	571,571	9.84%	236,981	47.15%	1,135,530	3.35%	80,703	10.25%	246,829	5.68%
Suspended Solids	2,601,987	21.86%	568,815	7.31%	190,080	50.32%	1,309,221	3.41%	88,667	11.47%	298,360	5.64%
Subtotal	6,944,112	21.95%	1,523,915	8.31%	576,848	46.27%	3,213,314	4.21%	292,174	12.59%	873,498	6.69%
<b>Waste Treatment (Replacement)</b>												
Volume	645,879	19.83%	128,104	7.75%	50,031	39.75%	256,711	6.35%	41,018	16.98%	109,660	9.34%
BOD	45,217	23.73%	10,731	9.84%	4,449	47.15%	21,319	3.35%	1,515	10.25%	4,634	5.68%
Suspended Solids	13,125	21.86%	2,869	7.31%	959	50.32%	6,604	3.41%	447	11.47%	1,505	5.64%
Subtotal	704,221	20.12%	141,704	7.87%	55,439	40.42%	284,634	6.10%	42,981	16.44%	115,798	9.04%
<b>Total (O&amp;M and Replacement)</b>												
Volume	7,648,333		1,665,619		632,287		3,497,948		335,154		989,297	
BOD	484,172	19.83%	96,031	7.75%	37,505	39.75%	192,439	6.35%	30,749	16.98%	82,205	9.34%
Local Sewers	484,172		96,031		37,505		192,439		30,749		82,205	
Subtotal	606,536	19.83%	120,301	7.75%	46,963	39.75%	241,074	6.35%	38,520	16.98%	102,980	9.34%
Local Sewers	606,536		120,301		46,963		241,074		38,520		102,980	
Subtotal	1,059,519	19.83%	210,146	7.75%	82,072	39.75%	421,116	6.35%	67,288	16.98%	179,880	9.34%
<b>Collection (Replacement)</b>												
Trunk Sewers	167,434		33,209		12,970		66,548		10,633		28,428	
Local Sewers	178,281	19.83%	35,360	7.75%	13,810	39.75%	70,960	6.35%	11,322	16.98%	30,269	9.34%
Local Sewers	233	19.83%	46	7.75%	16	39.75%	83	6.35%	15	16.98%	40	9.34%
Subtotal	345,948		68,616		26,788		137,500		21,970		68,737	
<b>Collection &amp; Treatment of (I/I)</b>												
Volume	1,059,519		210,146		82,072		421,116		67,288		179,880	
BOD	1,090,708		216,332		84,468		433,513		69,268		185,165	
Local Sewers	157,151	19.83%	31,169	7.75%	12,173	39.75%	62,461	6.35%	9,980	16.98%	26,682	9.34%
Local Sewers	157,151		31,169		12,173		62,461		9,980		26,682	
Subtotal	1,245,855	19.83%	247,112	7.75%	96,509	39.75%	495,193	6.35%	79,124	16.98%	211,533	9.34%
BOD	1,316,572	23.73%	312,449	9.84%	128,546	47.15%	620,737	3.35%	44,116	10.25%	134,929	5.68%
Suspended Solids	1,125,526	21.86%	246,049	7.31%	82,222	50.32%	566,322	3.41%	38,354	11.47%	128,060	5.64%
Subtotal	3,687,993	21.84%	805,610	8.36%	308,277	45.61%	1,682,253	4.38%	161,594	12.89%	475,552	6.91%
<b>Debt I/I</b>	363,870	19.83%	72,170	7.75%	28,186	39.75%	144,824	6.35%	23,109	16.98%	61,779	9.34%
<b>Total I/I</b>	1,423,389		282,316		110,258		565,740		90,396		241,669	
<b>Total MM Revenue Requirements</b>	14,007,574		3,001,046		1,147,483		6,241,915		666,393		1,916,355	
												1,032,382



2016 Allocations Retail Service Area

	Residential			Suburban			Commercial			City			Suburban			Industrial			Suburban			
	Total Amount (\$)	Percent	Amount (\$)	Percent	Amount (\$)	Percent	Amount (\$)	Percent	Amount (\$)	Percent	Amount (\$)	Percent	Amount (\$)	Percent	Amount (\$)	Percent	Amount (\$)	Percent	Amount (\$)	Percent	Amount (\$)	
<b>Waste Treatment (O&amp;M)</b>																						
Volume	2,254,248	92.25%	1,446,481	7.75%	121,471	476,785	84.70%	403,839	15.30%	72,946	209,511	90.38%	189,365	8.92%	20,146	90.38%	189,365	8.92%	20,146	90.38%	189,365	8.92%
BOD	3,300,080	92.25%	1,891,896	7.75%	142,091	997,950	84.70%	845,268	15.30%	152,681	548,154	90.38%	495,446	9.02%	52,708	90.38%	495,446	9.02%	52,708	90.38%	495,446	9.02%
Suspended Solids	5,500,828	92.25%	2,793,472	7.75%	216,414	1,698,884	84.70%	1,438,963	15.30%	259,921	1,008,471	90.38%	911,501	9.02%	96,971	90.38%	911,501	9.02%	96,971	90.38%	911,501	9.02%
Subtotal	11,135,155		6,195,401		479,968	3,173,619		2,688,071		485,548	1,766,136		1,896,311		169,924		1,896,311		169,924		1,896,311	
<b>Waste Treatment (Replacement)</b>																						
Volume	752,950	92.25%	483,145	7.75%	40,573	159,253	84.70%	134,888	15.30%	24,385	69,979	90.38%	63,250	9.02%	6,729	90.38%	63,250	9.02%	6,729	90.38%	63,250	9.02%
BOD	63,459	92.25%	31,765	7.75%	2,667	18,736	84.70%	15,989	15.30%	2,867	10,291	90.38%	9,301	9.02%	990	90.38%	9,301	9.02%	990	90.38%	9,301	9.02%
Suspended Solids	27,747	92.25%	12,899	7.75%	1,082	8,569	84.70%	7,258	15.30%	1,311	5,067	90.38%	4,598	9.02%	489	90.38%	4,598	9.02%	489	90.38%	4,598	9.02%
Subtotal	844,156		572,241		44,332	186,558		159,016		28,542	85,357		77,149		8,208		77,149		8,208		77,149	
<b>Total (O&amp;M and Replacement)</b>	11,979,311		6,767,642		524,298	3,360,177		2,846,086		514,091	1,851,493		1,973,461		178,032		1,973,461		178,032		1,973,461	
<b>Waste Collection (O&amp;M)</b>																						
Trunk Sewers	564,436	92.25%	392,596	7.75%	30,415	119,381	84.70%	101,116	15.30%	18,265	52,459	90.38%	47,415	9.02%	5,044	90.38%	47,415	9.02%	5,044	90.38%	47,415	9.02%
Local Sewers	1,832,184	92.25%	1,175,657	7.75%	98,728	387,516	84.70%	328,228	15.30%	59,288	170,283	90.38%	153,909	9.02%	16,374	90.38%	153,909	9.02%	16,374	90.38%	153,909	9.02%
Subtotal	2,396,620		1,668,253		129,143	506,897		429,344		77,553	222,742		201,324		21,418		201,324		21,418		201,324	
<b>Waste Collection Replacement</b>																						
Trunk Sewers	707,085	92.25%	491,816	7.75%	38,102	149,552	84.70%	126,671	15.30%	22,681	65,717	90.38%	59,398	9.02%	6,319	90.38%	59,398	9.02%	6,319	90.38%	59,398	9.02%
Local Sewers	2,701,398	92.25%	1,465,989	7.75%	183,700	712,038	84.70%	610,723	15.30%	110,315	316,841	90.38%	286,375	9.02%	30,466	90.38%	286,375	9.02%	30,466	90.38%	286,375	9.02%
Subtotal	3,408,483		2,371,204		211,802	861,590		727,394		132,996	972,558		845,773		36,785		845,773		36,785		845,773	
<b>Total (O&amp;M and Replacement)</b>	5,805,703		4,038,185		312,944	1,227,935		1,040,067		187,868	539,593		467,699		51,884		467,699		51,884		467,699	
<b>Infiltration Inflow Collection O&amp;M</b>																						
Trunks	1,402,426	92.25%	975,464	7.75%	75,570	296,620	84.70%	251,239	15.30%	45,381	130,342	90.38%	117,809	9.02%	12,533	90.38%	117,809	9.02%	12,533	90.38%	117,809	9.02%
Locals	2,683,924	92.25%	1,866,817	7.75%	144,625	567,663	84.70%	480,913	15.30%	86,650	249,444	90.38%	225,469	9.02%	23,986	90.38%	225,469	9.02%	23,986	90.38%	225,469	9.02%
<b>Treatment O&amp;M</b>																						
Volume	5,601,011	92.25%	3,895,809	7.75%	301,813	1,184,642	84.70%	1,003,398	15.30%	181,244	520,560	90.38%	470,505	9.02%	50,055	90.38%	470,505	9.02%	50,055	90.38%	470,505	9.02%
Suspended Solids	483,638	92.25%	336,605	7.75%	26,077	102,355	84.70%	86,095	15.30%	15,660	44,977	90.38%	40,653	9.02%	4,325	90.38%	40,653	9.02%	4,325	90.38%	40,653	9.02%
Subtotal (O&M)	10,171,298		7,074,695		548,086	2,151,290		1,822,145		329,135	945,323		854,425		90,688		854,425		90,688		854,425	
<b>Collection (Replacement) Treatment (Replacement)</b>																						
Volume	5,714,947	92.25%	3,867,106	7.75%	307,953	1,208,740	84.70%	1,023,809	15.30%	184,931	531,148	90.38%	480,075	9.02%	51,073	90.38%	480,075	9.02%	51,073	90.38%	480,075	9.02%
Suspended Solids	1,870,669	92.25%	1,301,152	7.75%	100,802	395,656	84.70%	335,123	15.30%	60,533	173,861	90.38%	157,143	9.02%	16,718	90.38%	157,143	9.02%	16,718	90.38%	157,143	9.02%
Subtotal Replacement	7,585,616		5,277,910		408,887	1,604,913		1,359,369		245,544	705,236		637,423		67,813		637,423		67,813		637,423	
<b>Collection &amp; Treatment of (W)</b>	17,759,357		12,352,605		956,973	3,756,193		3,181,514		574,679	1,650,559		1,491,848		158,711		1,491,848		158,711		1,491,848	
<b>Field Monitoring</b>	400,789																					
<b>Debt</b>																						
Entire System	9,497,632	92.25%	5,876,786	7.75%	455,282	2,395,132	84.70%	2,028,688	15.30%	366,444	1,225,714	90.38%	1,107,854	9.02%	117,860	90.38%	1,107,854	9.02%	117,860	90.38%	1,107,854	9.02%
Local	2,100,557	92.25%	1,461,053	7.75%	113,190	444,278	84.70%	376,306	15.30%	67,972	195,226	90.38%	176,454	9.02%	18,772	90.38%	176,454	9.02%	18,772	90.38%	176,454	9.02%
Subtotal	11,598,189		7,337,839		568,472	2,839,410		2,404,994		434,416	1,420,940		1,284,308		136,632		1,284,308		136,632		1,284,308	
<b>Total RSA Revenue Requirements</b>	47,543,350		30,496,271		2,362,597	11,183,715		9,472,661		1,711,054	5,863,394		5,299,567		563,797		5,299,567		563,797		5,299,567	
<b>Totals from MM Allocations</b>	14,007,574																					
<b>Grand Total</b>	61,550,924																					

**INPUT DATA FOR 2016 MM Update**

*Values Used More Than Once*

**OPERATIONAL INPUT DATA**

Volume Treated @ WPCS  
 Total B.O.D. @ WPCS  
 Inflow/Infil. @ 25 Mg/L S.S.  
 Total S. S. @ WPCS

26,063.40 MG/YR  
 14.98 MIL. #/YR  
 1.79 MIL. #/YR  
 28.85 MIL. #/YR

**FLOW BY USER GROUPS (MG/Year)**

	Total	Akron	Suburban	
<b>Metered Discharge</b>				
Residential	3,959.03	3,652.32	306.71	92.25%
Commercial	1,203.87	1,019.68	184.19	84.70%
Industrial	529.01	478.14	50.87	90.38%

**Master Metered Suburban**

CuyahogaFalls 968.40  
 Montrose 378.21  
 MudBrook 1,940.60  
 Lakemore 310.08  
 Tallmadge 828.97  
 Springfield 456.25

**I/I BY USER GROUPS (MG/Year)**

Total I/I 15,488.99  
 Trunk 5,637.99  
 Local 9,851.00

	Total	Akron	Suburban
<b>I/I</b>	14,141.28		
Residential	9,836.03	9,074.02	762.01
Commercial	2,990.95	2,533.35	457.60
Industrial	1,314.30	1,187.92	126.38

**Master Metered Suburban**

CuyahogaFalls 1,347.71  
 Montrose 267.31  
 MudBrook 104.40  
 Lakemore 535.66  
 Tallmadge 85.59  
 Springfield 228.82  
 125.94

**Unbilled Discharge (Est)**

Akron City 12,795.29 MG/YR  
 Outside City 1,345.99 MG/YR  
 Master Metered Suburban 1,347.71 MG/YR



**INPUT DATA FOR 2016 MM Update**

*Values Used More Than Once*

**LOADINGS BY USER GROUPS**

	BOD (mg/l)	SS (mg/l)
Residential	190	285
Commercial	340	570
Industrial	425	770
<b>Master Metered Suburban</b>		
Cuyahoga Falls	242	237
Montrose	257	203
Mud Brook	240	273
Lakemore	107	116
Tallmadge	122	145
Springfield	123	130

**USER CLASS (# OF CUSTOMERS)**

Residential	72,754
Commercial	3,482
Industrial	821

**SAMPLES PROCESSED**

Industrial	535
Master Meter Suburban	1,093

**INPUT DATA FOR 2016 MM Update**

*Values Used More Than Once*

**FINANCIAL INPUT DATA**

**TREATMENT FUNCTIONS (ANNUAL COSTS):**

WPCS Administration	\$ 1,573,521
Preliminary Treatment	\$ 725,125
Primary Treatment	\$ 1,203,708
Secondary Treatment	\$ 1,631,531
Secondary Sludge	\$ 493,085
Renewable Energy Facility	\$ 10,170,470
Primary Sludge	\$ 246,543
Disinfection	\$ 311,804
Lab. Anal. (Plt. & River)	\$ 558,346
Field Monitoring & Waste	
Discharge Analysis	\$ 507,588 Includes Pretreatment \$
Pretreatment Program	\$ 183,747
Bureau Administration	\$ 323,841
<b>Total</b>	<b>\$ 25,302,070</b>

**OTHER ANNUAL COSTS**

Sewer Maintenance Cost	\$ 7,100,800
Replacement Cost For WPCS	\$ 3,600,000
Replacement Cost For Sewage Collection System	\$ 9,898,000
<b>Total</b>	<b>\$ 20,598,800</b>

**DEBT SERVICE ALLOCATION**

	VOLUME	BOD	SS	TOTAL
Local	\$ 2,100,557	\$ -	\$ -	\$ 2,100,557
Allocation to all User classes	\$ 6,650,742	\$ 3,164,294	\$ 3,734,459	\$ 13,549,495
<b>Totals</b>	<b>\$ 8,751,298</b>	<b>\$ 3,164,294</b>	<b>\$ 3,734,459</b>	<b>\$ 15,650,051</b>

**TOTAL REVENUE NEEDS \$ 61,550,921**



2016 Budgeted Costs - Fund 51001

Division	Description	Sewer Bureau Administration	Sewer Utilities Field Operations	WPCS Treatment Plant	WPCS Water Quality Control Lab	WPCS Renewable Energy Facility	Total
61015	Salary	114100	114200	114400	114500	114600	
61025	Part Time	-	2,957,000.00	2,274,910.00	-	-	5,231,910.00
61058	Overtime	-	110,000.00	20,740.00	-	-	130,740.00
61065	Longevity Pay	-	160,000.00	225,000.00	-	-	385,000.00
61070	Leave Purchase	-	31,000.00	36,500.00	-	-	67,500.00
61075	Bonus Pay	-	-	-	-	-	-
61085	Payroll Uniform Allowance	-	24,000.00	18,890.00	-	-	42,890.00
62005	Health Benefits	-	4,000.00	180.00	-	-	4,180.00
62025	Worker's Compensation	-	1,107,000.00	882,000.00	-	-	1,989,000.00
62030	Unemployment Compensation	-	98,580.00	76,720.00	-	-	175,300.00
62035	Medicare Insurance	-	-	75,100.00	-	-	75,100.00
62040	PERS-City Share	-	47,650.00	37,080.00	-	-	84,730.00
62042	PERS-Accrued Liability	-	460,040.00	358,030.00	-	-	818,070.00
62065	Retirement Payout	-	-	-	-	-	-
62070	VSP Payout	-	60,000.00	138,000.00	-	-	198,000.00
Subtotal		-	-	-	-	-	-
70002	Food & Provisions	-	-	-	-	-	9,202,420.00
70004	Postage	-	-	400.00	-	-	400.00
70006	Landscaping Supplies	-	-	200.00	-	-	1,200.00
70008	Construction Materials	-	1,000.00	8,700.00	-	-	78,700.00
70010	Small Tool Supplies	-	-	3,800.00	-	-	3,800.00
70012	Plumbing Supplies	-	-	4,800.00	-	-	4,800.00
70014	HVAC Supplies	-	-	1,150.00	-	-	1,150.00
70016	Lighting Supplies	-	-	1,030.00	-	-	1,030.00
70017	Mechanical Supplies	-	80,000.00	289,600.00	-	-	349,600.00
70018	Electrical Supplies	-	16,200.00	49,300.00	-	-	65,500.00
70020	Office Supplies	-	-	1,700.00	-	-	1,700.00
70022	Fuel	-	-	40,100.00	-	-	40,100.00
70024	Oil	-	-	10,000.00	-	-	10,000.00
70025	Motor Vehicle Parts	-	-	4,900.00	-	-	4,900.00
70026	Motor Vehicle Supplies	-	-	3,240.00	-	-	3,240.00
70028	Janitorial Supplies	-	10,650.00	950.00	-	-	13,890.00
70030	Medical Supplies	-	-	560.00	-	-	560.00
70032	Chemical Supplies	-	2,500.00	165,600.00	-	-	168,100.00
70038	Computer Software and Supplies	-	3,000.00	2,900.00	-	-	5,900.00
70040	Other Supplies	-	60,900.00	23,000.00	-	-	83,900.00
70102	Engineering Contractual Services	-	-	-	-	-	-
70106	Legal Contractual Services	360,000.00	3,800.00	8,700.00	-	-	372,500.00
70110	Consulting Contractual Services	56,850.00	58,640.00	53,790.00	-	-	169,280.00
70112	Duplicating and Printing Services	-	4,000.00	1,640.00	-	-	5,640.00
70116	Landscaping & Parks Services	-	17,970.00	-	-	-	17,970.00
70118	Elevator & Contractual Services	-	-	-	-	-	-
70120	HVAC Contractual Services	-	-	98,200.00	-	-	98,200.00
70122	Custodial Contractual Services	-	12,500.00	53,020.00	-	-	65,520.00
70126	Other Contractual Services	-	100,000.00	167,470.00	-	10,098,520.00	10,365,990.00
70127	Special Services	45,000.00	45,000.00	59,000.00	-	-	149,000.00
70202	Maintenance of Land	-	-	31,200.00	-	-	31,200.00
70208	Maintenance of Streets	-	171,000.00	-	-	-	171,000.00
70210	Maintenance of Sewers	-	-	-	-	-	-



2016 Budgeted Costs - Fund 51001

	Sewer Bureau Administration	Sewer Utilities Field Operations	WPCS Treatment Plant	WPCS Water Quality Control Lab	WPCS Renewable Energy Facility	Total
70216	114100	114200	114400	114500	114600	
Maintenance of Office Equipment	-	1,000.00	2,730.00	-	-	3,730.00
Maintenance of Computer Equipment	-	-	1,200.00	-	-	1,200.00
Maintenance of Buildings	-	4,770.00	60,300.00	-	-	65,070.00
Maintenance of Motor Vehicles	-	58,000.00	5,000.00	-	-	63,000.00
Maintenance of Water Systems	-	-	2,260.00	-	-	2,260.00
Maintenance of Electrical Equipment	-	-	48,400.00	-	-	48,400.00
Maintenance of Machinery and Tools	-	4,750.00	3,900.00	-	-	8,650.00
Maintenance of Other Equipment	-	38,800.00	18,780.00	-	-	57,580.00
Maintenance of Instruments	-	13,200.00	542,800.00	-	-	556,000.00
Office Equipment and Furniture	-	-	6,500.00	-	-	6,500.00
Machinery and Tools	-	-	4,050.00	-	-	4,050.00
Instruments	-	-	11,600.00	-	-	11,600.00
Other Equipment	-	-	-	-	-	-
Computer Equipment	-	5,500.00	9,400.00	-	-	14,900.00
Safety Related Equipment	-	3,370.00	5,770.00	-	-	9,140.00
Computer Lic/Annual Report	15,500.00	-	-	-	-	-
Subscriptions and Publications	-	-	-	-	-	-
Travel	-	-	-	-	-	-
70404	-	1,000.00	7,800.00	-	-	8,800.00
Education and Certification	-	4,870.00	2,200.00	-	-	7,070.00
Mileage Reimbursement, Personal Car Use	-	-	-	-	-	-
70406	-	-	-	-	-	-
Advertising	-	-	-	-	-	-
70410	-	-	-	-	-	-
Appraisal Services	-	-	-	-	-	-
70412	-	250.00	18,700.00	-	-	18,950.00
Dues and Memberships	15,500.00	-	-	-	-	15,500.00
Development Services	-	-	-	-	-	-
70415	-	-	-	-	-	-
Titles and Fees	-	500.00	-	-	-	500.00
70416	-	-	-	-	-	-
Recording Fees	-	-	-	-	-	-
70418	-	-	-	-	-	-
License Fees	-	6,500.00	48,000.00	-	15,600.00	70,100.00
70420	-	-	-	-	-	-
Other fees	-	-	-	-	-	-
70421	-	-	-	-	-	-
Judgements	-	-	-	-	-	-
70428	-	-	-	-	-	-
Claims	1,000.00	-	-	-	-	1,000.00
70430	-	-	-	-	-	-
Uniform Allowance-Non Payroll	-	14,520.00	7,300.00	-	-	21,820.00
70432	-	-	-	-	-	-
Salt Purchase	-	-	-	-	-	-
70434	-	-	-	-	-	-
Refunds	130,000.00	400.00	-	-	-	130,400.00
Subtotal	-	-	-	-	-	13,408,700.00
72005	-	-	5,950.00	-	-	5,950.00
Telephone	-	-	-	-	-	-
72050	-	11,300.00	4,160.00	-	-	15,460.00
Cellular Phone	-	-	-	-	-	-
72100	-	38,300.00	74,400.00	-	-	112,700.00
Gas	-	-	-	-	-	-
72110	-	-	-	-	7,950.00	7,950.00
Methane Gas	-	-	-	-	-	-
72150	-	226,000.00	844,800.00	-	18,700.00	1,089,500.00
Electric	-	-	-	-	-	-
72250	-	-	121,300.00	-	-	121,300.00
Tipping Fees	-	-	-	-	-	-
72300	-	-	-	-	-	-
I/F Water	-	-	-	-	-	-
72350	-	-	-	-	-	-
I/F Sewer	-	-	-	-	-	-
72400	-	-	-	-	-	-
Energy Conservation	-	-	-	-	-	-
Subtotal	-	-	-	-	-	-
73005	19,600,000.00	-	-	-	-	1,352,860.00
Principal Payments	-	-	-	-	-	-
73050	3,000,000.00	-	-	-	-	19,600,000.00
Interest Payments	-	-	-	-	-	-
73060	-	-	-	-	-	3,000,000.00
Debt Service to BPF	-	-	-	-	-	-
73100	200,000.00	-	-	-	-	200,000.00
Bond Issuance Expense	-	-	-	-	-	-
70039	-	-	-	-	-	-
Petty Cash	-	-	-	-	-	-
Subtotal	-	-	-	-	-	22,800,000.00



2016 Budgeted Costs - Fund 51001

	Sewer Bureau Administration	Sewer Utilities Field Operations	WPCS Treatment Plant	WPCS Water Quality Control Lab	WPCS Renewable Energy Facility	Total
74005	114100	114200	114400	114500	114600	
74050	-	42,670.00	6,960.00	-	-	49,630.00
75005	40,000.00	23,600.00	77,400.00	-	27,000.00	168,000.00
75005	1,000.00	-	-	-	-	1,000.00
<b>Subtotal</b>						
76005	-	-	-	-	-	218,630.00
76050	-	970.00	1,550.00	-	-	1,550.00
76100	-	-	-	-	-	970.00
76150	81,000.00	3,950.00	90.00	-	-	85,040.00
<b>Subtotal</b>						
78005	-	-	-	-	-	87,560.00
78010	-	-	-	-	-	-
78025	-	-	-	-	-	-
78035	-	-	-	-	-	-
78060	-	-	-	-	-	-
78065	-	-	-	-	-	-
78115	-	389,000.00	-	-	-	389,000.00
78120	-	-	-	-	-	-
78140	-	37,800.00	-	-	-	37,800.00
78145	-	-	-	-	-	-
<b>Subtotal</b>						
80005	-	225,000.00	11,100.00	-	-	426,800.00
80010	-	-	-	-	-	236,100.00
80020	-	-	-	-	-	-
80025	-	6,500.00	6,530.00	-	-	13,030.00
80026	-	12,100.00	3,400.00	-	-	15,500.00
80027	-	2,100.00	5,660.00	-	-	7,760.00
80030	-	-	-	-	-	-
80035	-	120.00	660.00	-	-	780.00
80040	-	22,260.00	28,400.00	-	-	50,660.00
80045	-	-	-	-	2,700.00	2,700.00
80050	5,000,000.00	-	-	-	-	5,000,000.00
80055	-	98,800.00	-	-	-	98,800.00
80076	1,950,000.00	31,120.00	-	-	-	1,981,120.00
80240	-	-	-	-	-	-
80355	-	-	-	-	-	-
80365	-	55,350.00	44,100.00	-	-	99,450.00
80531	-	-	-	-	-	-
80535	-	-	-	-	-	-
80536	-	-	-	-	-	-
<b>Subtotal</b>						
<b>GRAND TOTAL</b>	<b>30,480,350.00</b>	<b>7,100,800.00</b>	<b>7,251,250.00</b>	<b>-</b>	<b>10,170,470.00</b>	<b>55,002,870.00</b>

### Allocate Treatment Costs to Treatment Functions

		WPCS COSTS	\$ 7,251,250.00
CODE	DESCRIPTION	Percent of Total	% Total*WPCS Costs
114430	PRELIMINARY TREATMENT	10.0%	\$725,125
114435	PRIMARY TREATMENT	16.6%	\$1,203,708
114440	SECONDARY TREATMENT	22.5%	\$1,631,531
114450	PRIMARY SLUDGE	3.4%	\$246,543
114455	DISINFECTION	4.3%	\$311,804
14505	LAB. ANAL. (PLT. & RIVER)	7.7%	\$558,346
114510	FIELD MONITORING & WASTE/ DISCHARGE ANALYSIS	7.0%	\$507,588
	ADMINISTRATIVE CONTROL	21.7%	\$1,573,521
114445	SECONDARY SLUDGE	6.8%	\$493,085
114405	BUREAU ADMINISTRATION		\$7,880,350
114600	Renewable Energy Facility		\$10,170,470
	<b>TOTAL</b>	100.0%	<b>\$25,302,070</b>



City of Akron  
Wastewater System Capital Cost Allocations  
Future Project Key

Project Type	Sewers - Trunks	Sewers - Local	Pumping - Trunks	Pumping - Local	Wet Weather - All Users	Wet Weather - Treatment	Ms Program Management - All Users	Ms Program Management - Akron Only	Total	Rationale
LTCP conveyance/storage	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	100.00%	All users share in LTCP overall conveyance projects.
LTCP treatment	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%	All users share in LTCP treatment projects.
Sewer lines	36.40%	63.60%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	City GIS database referenced to identify trunk vs local sewers
Pump stations	0.00%	0.00%	36.40%	63.60%	0.00%	0.00%	0.00%	0.00%	100.00%	City GIS database identifies asset served - trunk vs local sewers
Other non-LTCP projects	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	36.40%	63.60%	100.00%	TBD after purpose is identified















**CITY OF AKRON Cash-Funded Capital 2016**

		Standard Allocation				
Capital Projects	Name	2016 Cash-Funded Projected Expense	Volume + I/I	B.O.D.	S.S	
<b>Replacement Cost for WPCS</b>						
Annual Allocation 1	Annual Plant & Pump Station Renewal	5,000,000	97%		1%	
Leachate Revenue	Leachate Revenue	(400,000)	96%		1%	
<i>---&gt; Insert all rows above this line</i>						
<b>WPCS Subtotal</b>		<b>4,600,000</b>				
<b>Replacement Cost for Collection System</b>						
CMOM	Cleaning / Inspection	6,500,000	100%			
P05108	Flow Monitoring/Rain Gauge	50,000	96%	3%	1%	
Annual Allocation 4	Tree Planting	450,000	96%	3%	1%	
Annual Allocation 8	Green Infrastructure Maintenance Program	40,000	96%	3%	1%	
Annual Allocation 7	Sustainability Initiatives	1,000,000	96%	3%	1%	
Annual Allocation 6	Miscellaneous Collection System Improvements	450,000	100%			
P15022	Hampton Ridge Pump Station	50,000	100%			
P15012	Tallmadge Ave- Firestone Sewer Lining	358,000	100%			
<i>---&gt; Insert all rows above this line</i>						
<b>Cash-funded capital</b>	<b>Net Replacement Cost for WPCS</b>	<b>3,600,000</b>				
	<b>Net Replacement Cost for Collection System</b>	<b>9,898,000</b>				
<b>Total Capital</b>		<b>13,498,000</b>				

Cash-Funded Capital Allocation by Allocation Group				
Description	Volume + I/I	B.O.D.	S.S	Total
Replacement Cost - WPCS	3,447,777	108,675	43,548	3,600,000
Replacement Cost - Collection System	9,832,883	46,489	18,629	9,898,000
<b>Total</b>	<b>13,280,660</b>	<b>155,164</b>	<b>62,176</b>	<b>13,498,000</b>







### Capital Allocation Percentage

Functions	Costs shared	Direct/ Indirect	Volume + /I/	B.O.D.	S.S
Sewers-Trunks	All Users	Direct	100%		0%
Sewers - Local	Local only	Direct	100%		0%
Pumping- Trunks	All Users	Direct	100%		0%
Pumping- Local	Local only	Direct	100%		0%
Wet Weather - Trunks	All Users	Direct	100%		0%
Wet Weather - Local	Local only	Direct	100%		0%
Wet Weather - Treatment	All Users	Direct	100%		0%
Green Infrastructure- Trunks	All Users	Direct	100%		0%
Green Infrastructure- Local	Local only	Direct	100%		0%
Prelim. Treatment	All Users	Direct	75%		25%
Primary Treatment	All Users	Direct	40%	20%	40%
Secondary Treatment	All Users	Direct	20%	60%	20%
Primary Sludge	All Users	Direct	0%	36%	64%
Disinfection	All Users	Direct	100%	0%	0%
Lab Analysis (PLT & River)	Industrial (Akron) MM	Direct	100%	0%	0%
Field Monitoring & Waste Discharge Analysis	All Users	Direct	100%		0%
Admin Control	All Users	Indirect	96%	3%	1%
CMOM - Local	Local only	Direct	100%		0%
CMOM- Trunks	All Users	Direct	100%		0%
Mis Program Management - All Users	All Users	Indirect	96%	3%	1%
Mis Program Management - Akron Only	Local only	Indirect	96%	3%	1%
Dissolved Air Flotation	All Users	Direct	0%	60%	40%
Allocation between Trunk sewer/all users and Local sewer/ Akron only					
	Trunk Sewer		36.4%		
	Local Sewer				
					63.6%

Allocation of Flow, Strength of Wastewater, and Suspended Solids to User Classes

Total Annual Flow										Strength (BOD)				Suspended Solids			
Volume at WPCS	MG/YR	MI	Total	Metered Discharge		Master Meter System (%)	MCL		Mil. #/Yr. % of Total	Master Meter System (%)	MCL		Mil. #/Yr. % of Total	Master Meter System (%)	Includes MI Mil. #/Yr		
				% of Total	% of Total		Mil. #/Yr.	% of Total			Mil. #/Yr.	% of Total					
26,063.40									19.80								
<b>Metered Discharge &amp; MI (at source)</b>																	
Residential	3,959.03	9,636.03	13,795.06	37.44%	63.50%	52.93%	190	6.27	31.68%	285	9.41	34.48%					
Commercial	1,203.87	2,990.95	4,194.82	11.38%	19.31%	16.09%	340	3.41	17.24%	570	5.72	20.97%					
Industrial	529.01	1,314.30	1,843.30	5.00%	6.49%	7.07%	425	1.88	9.47%	770	3.40	12.45%					
<b>Subtotal</b>	<b>5,691.904</b>	<b>14,141.28</b>	<b>19,833.18</b>	<b>53.83%</b>	<b>91.30%</b>	<b>76.10%</b>	<b>965</b>	<b>11.56</b>	<b>58.39%</b>	<b>1,625</b>	<b>18.53</b>	<b>67.8873%</b>		<b>18.53</b>	<b>63.72%</b>		
<b>Master Metered Suburban</b>																	
Cuyahoga Falls	968	267	1,236	9.16%	1.73%	4.74%	242	1.96	9.87%	237	1.92	7.02%	21.86%				
Montrose	378	104	483	3.58%	0.67%	1.85%	257	0.81	4.09%	203	0.64	2.35%	7.31%				
Mud Brook	1,941	536	2,476	18.35%	3.46%	9.50%	240	3.88	19.62%	273	4.41	16.16%	50.32%				
Lakemore	310	85	395	2.93%	0.55%	1.52%	107	0.28	1.39%	116	0.30	1.09%	3.41%				
Tallmadge	829	229	1,058	7.84%	1.48%	4.06%	122	0.84	4.26%	145	1.01	3.68%	11.47%				
Springfield	456.25	125.94	582.19	4.31%	0.81%	2.23%	123	0.47	2.36%	130	0.49	1.81%	5.64%				
<b>Subtotal</b>	<b>4,882.50</b>	<b>1,347.71</b>	<b>6,230.21</b>	<b>46.17%</b>	<b>8.70%</b>	<b>23.90%</b>	<b>1,091</b>	<b>8.24</b>	<b>41.61%</b>	<b>1,104</b>	<b>8.77</b>	<b>32.11%</b>	<b>100.00%</b>	<b>8.77</b>	<b>30.14%</b>		
<b>Total Metered Discharge</b>	<b>10,574.41</b>	<b>15,488.99</b>	<b>26,063.40</b>	<b>40.57%</b>	<b>100.00%</b>								<b>100.00%</b>		<b>93.86%</b>		
<b>Total Infiltration/Inflow</b>	<b>15,488.99</b>			<b>59.43%</b>									<b>0.00%</b>	<b>1.79</b>	<b>6.14%</b>		
<b>Total Annual Loadings</b>								<b>19.80</b>			<b>27.30</b>	<b>100.00%</b>		<b>29.08</b>	<b>100.00%</b>		



**ALLOCATION OF SEWER MAINTENANCE COSTS**

USER CLASS	METERED DISCHARGE	% OF TOTAL MTRD FLOW	ALLOCATION OF I/I	% OF NON-MMS FLOW	ALLOCATION OF I/I- NON MMS
Residential	3,959.03	37.44	63.50	69.56	69.56
Commercial	1,203.87	11.38	19.31	21.15	21.15
Industrial	529.01	5.00	8.49	9.29	9.29
Master Meter Suburban	4,882.50	46.17	8.70		
<b>Total</b>	<b>10,574.41</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>

USER CLASS	SAMPLES PROCESSED	% TOTAL
Industrial	535	32.87
Master Meter Suburban	1,093	67.13
<b>Total</b>	<b>1,628</b>	<b>100.00</b>

Metered Flow + I/I Allocation Methodology

	MG/YR	Metered Discharge % of Total	Trunk Sewer I/I	Local Sewer/I/I	Total I/I	Total
Volume at WPCS	26,063.40	40.57%	5,637.99	9,851.00	15,488.99	26,063.40
<b>Metered Discharge &amp; I/I (at source)</b>						
Residential	3,959.03	15.19%	2,984.13	6,851.91	9,836.03	13,795.21
Commercial	1,203.87	4.62%	907.42	2,083.54	2,990.95	4,194.86
Industrial	529.01	2.03%	398.74	915.56	1,314.30	1,843.32
<b>Subtotal</b>	<b>5,691.90</b>	<b>21.84%</b>	<b>4,290.283</b>	<b>9,851.00</b>	<b>14,141.28</b>	<b>19,833.40</b>
<b>Master Metered Suburban</b>						
Cuyahoga Falls	968	3.72%	267.31		267.31	1,236
Montrose	378	1.45%	104.40		104.40	483
Mud Brook	1,941	7.45%	535.66		535.66	2,476
Lakemore	310	1.19%	85.59		85.59	396
Tallmadge	829	3.18%	228.82		228.82	1,058
Springfield	456	1.75%	125.94		125.94	582
<b>Subtotal</b>	<b>4,882.50</b>	<b>18.73%</b>	<b>1,347.71</b>		<b>1,347.71</b>	<b>6,230.40</b>
Trunk Sewer						
36.4%						
Trunk sewers as defined in the City's GIS database						
<b>TOTAL LOCAL FLOW w/ I&amp;I Allocation</b>						
Master Meter						
23.90%						
Retail						
76.10%						



**SCHEDULE 1A**  
**ALLOCATION OF WASTE TREATMENT FUNCTION**  
**USING 2015 ACTUAL COSTS**  
**TO VOLUME, BOD & SS FOR 2015 RATE**

TREATMENT FUNCTIONS	Amount (\$)		VOLUME		BOD		SS		Other Treatment Functions	
			%	\$	%	\$	%	\$	%	\$
Preliminary Treatment	725,125		75.00	543,844			25.00	181,281		
Primary Treatment	1,203,708		40.00	481,483	20.00	240,742	40.00	481,483		
Secondary Treatment	1,631,531		20.00	326,306	60.00	978,919	20.00	326,306		
Dissolved Air Flotation	493,085				60.00	295,851	40.00	197,234		
Renewable Energy Facility	10,170,470				36.00	3,661,369	64.00	6,509,101		
Sludge Incineration & Disposal	246,543				36.00	88,755	64.00	157,788		
Disinfection	311,804		100.00	311,804						
Lab. Analysis (PLT. & River)	558,346		100.00	558,346						
<u>Field Monitoring Waste</u>										
Discharge Analysis	507,588								100.00	507,588
Administrative Control	1,573,521		14.02	220,608	33.23	522,881	49.55	779,680	3.20	50,352
<b>Subtotal</b>	<b>17,421,720</b>			<b>2,442,391</b>		<b>5,786,517</b>		<b>8,632,873</b>		<b>557,940</b>
Bureau Administration	7,880,350		100.00	7,880,350						
<b>Total</b>	<b>25,302,070</b>			<b>10,322,741</b>		<b>5,786,517</b>		<b>8,632,873</b>		<b>557,940</b>

ALLOCATION TO METERED DISCHARGE & I/I		
	Metered Discharge	I/I
Volume	10,322,741	
BOD	4,187,936	59.43%
SS	5,788,517	6.14%
	8,632,873	
<b>Subtotal</b>	<b>24,744,131</b>	<b>6,664,863</b>
Field Monitoring	557,940	
<b>Total</b>	<b>25,302,070</b>	

**SCHEDULE 1B**  
**ALLOCATION OF VOLUME, B.O.D., S.S. AND**  
**OTHER TREATMENT COSTS TO USER CLASSES**

	RESIDENTIAL		COMMERCIAL		INDUSTRIAL		MASTER METERED SUBURBAN	
	Amount (\$)	%	Amount (\$)	%	Amount (\$)	%	Amount (\$)	%
METERED DISCHARGE	4,187,936	37.44	1,567,952	11.38	209,511	5.00	1,933,688	46.17
INFILTRATION/INFLOW	6,134,805	63.50	3,895,809	19.31	520,560	8.49	533,794	8.70
<b>Total</b>	<b>10,322,741</b>		<b>5,463,761</b>		<b>730,071</b>		<b>2,467,482</b>	
<b>B.O.D.</b>								
METERED DISCHARGE	5,788,517	31.68	1,833,977	17.24	548,154	9.47	2,408,437	41.61
INFILTRATION/INFLOW								
<b>Total</b>	<b>5,788,517</b>		<b>1,833,977</b>		<b>548,154</b>		<b>2,408,437</b>	
<b>S.S.</b>								
METERED DISCHARGE	8,102,814	34.48	2,793,472	20.97	1,008,471	12.45	2,601,987	32.11
INFILTRATION/INFLOW	530,058	63.50	336,605	19.31	44,977	8.49	46,121	8.70
<b>Total</b>	<b>8,632,873</b>		<b>3,130,077</b>		<b>1,053,448</b>		<b>2,648,108</b>	
<b>OTHER TREATMENT COSTS</b>								
INDUSTRIAL PRETREATMENT	323,841				323,841		157,151	67.13
FIELD MONITORING	234,099				76,948		157,151	
<b>Total</b>	<b>557,940</b>				<b>400,789</b>		<b>157,151</b>	
<b>GRAND TOTAL</b>	<b>25,302,070</b>		<b>10,427,815</b>		<b>2,732,462</b>		<b>7,681,178</b>	



**SCHEDULE 2  
ALLOCATION OF SEWER MAINTENANCE  
COSTS TO USER CLASSES**

SEWER MAINTENANCE	Amount (\$)	RESIDENTIAL		COMMERCIAL		INDUSTRIAL		MSTR MTRD SUBURBAN	
		%	\$	%	\$	%	\$	%	\$
<b>TRUNK SEWER LINES *</b>									
COLLECTION OF MTRD DISCHRG	1,048,609	37.44	392,596	11.38	119,381	5.00	52,459	46.17	484,172
COLLECTION OF I/I	1,536,082	63.50	975,464	19.31	296,620	8.49	130,342	8.70	133,656
<b>Subtotal</b>	<b>2,584,691</b>		<b>1,368,060</b>		<b>416,001</b>		<b>182,801</b>		<b>617,828</b>
<b>LOCAL &amp; LATERAL SEWERS</b>									
COLLECTION OF MTRD DISCHRG	1,832,185	69.56	1,274,385	21.15	387,516	9.29	170,283		
COLLECTION OF I/I	2,683,924	69.56	1,866,817	21.15	567,663	9.29	249,444		
<b>Subtotal</b>	<b>4,516,109</b>		<b>3,141,202</b>		<b>955,179</b>		<b>419,727</b>		
<b>Total</b>	<b>7,100,800</b>		<b>4,509,262</b>		<b>1,371,180</b>		<b>602,528</b>		<b>617,828</b>
<b>SUMMARY</b>									
COLLECTION OF MTRD DISCHRG	1,048,609		392,596		119,381		52,459		484,172
TRUNK SEWERS	1,832,185		1,274,385		387,516		170,283		0
LOCAL LATERALS	2,880,794		1,666,981		506,897		222,742		484,172
COLLECTION OF I/I	4,220,006		2,842,281		864,283		379,786		133,656
<b>Total</b>	<b>7,100,800</b>		<b>4,509,262</b>		<b>1,371,180</b>		<b>602,528</b>		<b>617,828</b>
* Allocate		40.57%	of sewer maintenance cost to metered discharge		36.4%	to trunk sewer lines			
		59.43%	to collection of I/I.		63.6%	to local & lateral sewers			

**SCHEDULE 3  
ALLOCATION OF REPLACEMENT COST FOR WPCS**

	METERED DISCHARGE		INFILTRATION/INFLOW		RESIDENTIAL	COMMERCIAL		INDUSTRIAL		MSTR MTRD SUBURBAN	
	Amount (\$)	%	\$	%		\$	%	\$	%	\$	%
VOLUME	3,447,777	40.57	1,388,829	59.43							
B.O.D.	108,675	100.00	108,675								
S.S.	43,548	93.86	40,872	6.14							
<b>Total</b>	<b>3,600,000</b>		<b>1,548,376</b>		<b>2,051,625</b>						
	Amount (\$)	%	Amount (\$)	%	Amount (\$)	%	Amount (\$)	%	Amount (\$)	%	Amount (\$)
METERED DISCHARGE INFLOW/INFILTRATION	1,388,829	37.44	523,718	11.38	159,253	5.00	69,979	46.17	645,879	46.17	645,879
	2,048,949	63.50	1,301,152	19.31	395,656	8.49	173,861	8.70	178,281	8.70	178,281
<b>Subtotal</b>	<b>3,447,778</b>		<b>1,824,870</b>		<b>554,909</b>		<b>243,640</b>		<b>824,160</b>		<b>824,160</b>
			<b>B.O.D.</b>								
METERED DISCHARGE INFLOW/INFILTRATION	108,675	31.68	34,432	17.24	18,736	9.47	10,291	41.61	45,217	41.61	45,217
	108,675		0	0	0	0	0	0	0	0	0
<b>Subtotal</b>	<b>108,675</b>		<b>34,432</b>		<b>18,736</b>		<b>10,291</b>		<b>45,217</b>		<b>45,217</b>
			<b>SUSPENDED SOLIDS</b>								
METERED DISCHARGE INFLOW/INFILTRATION	40,872	34.48	14,091	20.97	8,569	12.45	5,087	32.11	13,125	32.11	13,125
	2,676	63.50	1,689	19.31	517	8.49	227	8.70	233	8.70	233
<b>Subtotal</b>	<b>43,548</b>		<b>15,780</b>		<b>9,086</b>		<b>5,314</b>		<b>13,358</b>		<b>13,358</b>

**ALLOCATION OF REPLACEMENT COST FOR SEWAGE COLLECTION SYSTEM**

SEWER REPLACEMENT COST		SUMMARY	
<b>TRUNK SEWER LINES *</b>			
COLL OF MTRD DISCHRG COLLECTION OF I/I	1,313,621	491,816	149,552
	1,924,291	1,221,990	371,584
<b>Subtotal</b>	<b>3,237,912</b>	<b>1,713,806</b>	<b>521,136</b>
<b>LOCAL &amp; LTRL SEWERS *</b>			
COLL OF MTRD DISCHRG COLLECTION OF I/I	2,701,998	1,879,388	571,486
	3,958,090	2,753,069	837,156
<b>Subtotal</b>	<b>6,660,088</b>	<b>4,632,457</b>	<b>1,408,642</b>
<b>Total</b>	<b>9,898,000</b>	<b>6,346,263</b>	<b>1,929,778</b>
<b>COLL OF MTRD DISCHRG</b>			
TRUNK SEWERS	1,313,621	491,816	149,552
LOCAL SEWERS	2,701,998	1,879,388	571,486
<b>Subtotal</b>	<b>4,015,619</b>	<b>2,371,204</b>	<b>721,038</b>
<b>COLLECTION OF I/I</b>			
	5,882,381	3,975,059	1,208,740
<b>Total</b>	<b>9,898,000</b>	<b>6,346,263</b>	<b>1,929,778</b>

\* Allocate and 40.57% of total sewer maintenance cost to meter discharge 59.43% to total allocation of I/I



**SCHEDULE 4**  
**ALLOCATION OF ANNUAL DEBT SERVICE TO**  
**VOLUME, B.O.D. AND SUSPENDED SOLIDS**

EXISTING DEBT	Annual Requirements			S.S.
	VOLUME	B.O.D.	S.S.	
<i>All User Classes</i>				
Subtotal	6,650,742	3,164,294	3,734,459	
<b>LOCAL ONLY</b>				
Subtotal	<u>2,100,557</u>	<u>\$ -</u>	<u>\$ -</u>	
Total Debt	15,650,051			

**SCHEDULE 5**  
**ALLOCATION OF ANNUAL DEBT REQUIREMENTS**  
**TO METERED DISCHARGE & INFLOW/INFILTRATION**

EXISTING DEBT	Annual Requirements	METERED DISCHARGE		INFLOW/INFILTRATION	
		%	\$	%	\$
VOLUME	8,751,298	40.57	3,550,565	59.43	5,200,733
B.O.D.	3,164,294	100.00	3,164,294	0.00	0
S.S.	3,734,459	93.86	3,504,986	6.14	229,473
<b>Total Debt</b>	<b>15,650,051</b>		<b>10,219,845</b>		<b>5,430,206</b>

**SCHEDULE 5A**  
**ALLOCATION OF ANNUAL DEBT REQUIREMENTS**  
**TO METERED DISCHARGE & INFLOW/INFILTRATION**

EXISTING DEBT	Annual Requirements	METERED DISCHARGE		INFLOW/INFILTRATION	
		%	\$	%	\$
VOLUME	6,650,742	40.57	2,698,330	59.43	3,952,412
B.O.D.	3,164,294	100.00	3,164,294	0.00	0
S.S.	3,734,459	93.86	3,504,986	6.14	229,473
<b>Subtotal</b>	<b>13,549,495</b>		<b>9,367,610</b>		<b>4,181,885</b>
LOCAL ONLY					
VOLUME	2,100,557	40.57	852,235	59.43	1,248,322
B.O.D.	-	100.00	-	0.00	-
S.S.	-	93.86	-	6.14	-
<b>Total</b>	<b>15,650,051</b>		<b>10,219,845</b>		<b>5,430,207</b>



**SCHEDULE 6  
ALLOCATION OF ANNUAL DEBT REQUIREMENTS TO USER CLASSES**

EXISTING DEBT VOLUME	Annual Requirements	RESIDENTIAL		COMMERCIAL		INDUSTRIAL		MSTR MTRD SUBURBAN	
		%	\$	%	\$	%	\$	%	\$
METERED DISCHARGE INFLOW/INFILTRATION	2,698,330 3,952,412	37.44 63.50	1,010,248 2,509,915	11.38 19.31	307,197 763,218	5.00 8.49	134,990 335,376	46.17 8.70	1,245,895 343,903
B.O.D.									
METERED DISCHARGE INFLOW/INFILTRATION	3,164,294 0	31.68	1,002,544	17.24	545,529	9.47	299,648	41.61	1,316,572
SUSPENDED SOLIDS									
METERED DISCHARGE INFLOW/INFILTRATION	3,504,986 229,473	34.48 63.50	1,208,356 145,723	20.97 19.31	734,876 44,312	12.45 8.49	436,228 19,472	32.11 8.70	1,125,526 19,967
LOCAL (AKRON ONLY)									
METERED DISCHARGE INFLOW/INFILTRATION	852,235 1,248,322	69.56 69.56	592,776 868,277	21.15 21.15	180,252 264,026	9.29 9.29	79,207 116,019	0 0	0 0
Total Debt	15,650,052		7,337,839		2,839,410		1,420,940		4,051,863
Local Debt	2,100,557		1,461,053		444,278		195,226		0
Total Less Local Debt	13,549,495		5,876,786		2,395,132		1,225,714		4,051,863

EXISTING DEBT VOLUME	Annual Requirements	CUYAHOGA FALLS		MONTROSE		MUD BROOK		LAKEMORE		TALLMADGE		SPRINGFIELD	
		%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
B.O.D.	1,245,895	19.83	247,112	7.75	96,509	39.75	495,191	6.35	79,124	16.98	211,533	9.34	116,424
S.S.	1,316,572	23.73	312,449	9.84	129,546	47.15	620,738	3.35	44,116	10.25	134,929	5.68	74,794
I/I	1,125,526	21.86	246,049	7.31	82,222	50.32	566,322	3.41	38,354	11.47	129,060	5.64	63,520
Total	3,687,993	19.83	877,780	7.75	336,463	39.75	1,826,875	6.35	184,703	16.98	537,301	9.34	288,740

**SCHEDULE 7  
SUMMARY OF ALLOCATIONS  
O/M & REPLACEMENT**

METERED DISCHARGE	AMOUNT	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	MSTR MTRD SUBURBAN
<b>WASTE TREATMENT (O/M)</b>					
VOLUME	4,187,936	1,567,952	476,785	209,511	1,933,688
B.O.D.	5,786,517	1,833,977	997,950	548,154	2,408,437
S.S.	8,102,815	2,793,472	1,698,884	1,008,471	2,601,987
<b>Subtotal</b>	<b>18,079,267</b>	<b>6,195,401</b>	<b>3,173,619</b>	<b>1,766,136</b>	<b>5,944,112</b>
<b>WASTE TREATMENT (REPLACEMENT)</b>					
VOLUME	1,398,829	523,718	159,253	69,979	645,879
B.O.D.	108,675	34,432	18,736	10,291	45,217
S.S.	40,872	14,091	8,569	5,087	13,125
<b>Subtotal</b>	<b>1,548,376</b>	<b>572,241</b>	<b>186,558</b>	<b>85,357</b>	<b>704,221</b>
<b>TOTAL O/M &amp; REPLACEMENT</b>	<b>19,627,643</b>	<b>6,767,642</b>	<b>3,360,177</b>	<b>1,851,493</b>	<b>7,648,333</b>
<b>WASTE COLLECTION (O/M)</b>					
TRUNK SEWERS	1,046,608	392,596	119,381	52,459	484,172
LOCAL SEWERS	1,832,184	1,274,385	387,516	170,283	0
<b>Subtotal</b>	<b>2,880,792</b>	<b>1,666,981</b>	<b>506,897</b>	<b>222,742</b>	<b>484,172</b>
<b>WASTE COLLECTION (REPLACEMENT)</b>					
TRUNK SEWERS	1,313,621	491,816	149,552	65,717	606,536
LOCAL SEWERS	2,701,998	1,878,388	571,486	251,124	0
<b>Subtotal</b>	<b>4,015,619</b>	<b>2,371,204</b>	<b>721,038</b>	<b>316,841</b>	<b>606,536</b>
<b>TOTAL O/M &amp; REPLACEMENT</b>	<b>6,896,411</b>	<b>4,038,185</b>	<b>1,227,935</b>	<b>539,583</b>	<b>1,090,708</b>
<b>INFLOW/INFILTRATION</b>					
<b>COLLECTION (O/M)</b>					
TRUNKS	1,536,082	975,464	296,620	130,342	133,656
LOCALS	2,683,924	1,866,817	567,663	249,444	0
<b>Subtotal O/M</b>	<b>4,220,006</b>	<b>2,842,281</b>	<b>864,283</b>	<b>379,786</b>	<b>133,656</b>
<b>TREATMENT (O/M)</b>					
VOLUME	6,134,805	3,895,809	1,184,642	520,560	533,794
SUSPENDED SOLIDS	530,059	336,605	102,355	44,977	46,121
<b>Subtotal O/M</b>	<b>6,664,864</b>	<b>4,232,414</b>	<b>1,286,997</b>	<b>565,537</b>	<b>579,915</b>
<b>COLLECTION (REPLACEMENT)</b>					
TRUNKS	5,682,381	3,975,059	1,208,740	531,148	167,434
LOCALS	1,924,291	1,221,990	371,584	163,283	167,434
<b>Subtotal Replacement</b>	<b>7,606,672</b>	<b>5,197,049</b>	<b>1,580,324</b>	<b>694,431</b>	<b>334,868</b>
<b>TREATMENT (REPLACEMENT)</b>					
VOLUME	2,048,950	1,301,152	395,656	173,861	178,281
SUSPENDED SOLIDS	2,676	1,699	517	227	233
<b>Subtotal Replacement</b>	<b>2,051,626</b>	<b>1,302,851</b>	<b>396,173</b>	<b>174,088</b>	<b>178,514</b>
<b>TOTAL O/M REPLACEMENT I/I</b>	<b>18,818,877</b>	<b>12,352,605</b>	<b>3,766,193</b>	<b>1,650,559</b>	<b>1,099,519</b>



**SCHEDULE 7  
SUMMARY OF ALLOCATIONS**

**TOTAL COST SUMMARY**

	<b>AMOUNT</b>	<b>RESIDENTIAL</b>	<b>COMMERCIAL</b>	<b>INDUSTRIAL</b>	<b>MSTR MTRD SUBURBAN</b>
WASTE TREATMENT	19,627,643	6,767,642	3,360,177	1,851,493	7,648,333
WASTE COLLECTION	6,896,411	4,038,185	1,227,935	539,583	1,090,708
<b>Subtotal</b>	<b>26,524,054</b>	<b>10,805,827</b>	<b>4,588,112</b>	<b>2,391,076</b>	<b>8,739,041</b>
COLLECTION & TREATMENT OF I/I	18,818,877	12,352,605	3,756,193	1,650,559	1,059,519
<b>Subtotal</b>	<b>45,342,931</b>	<b>23,158,432</b>	<b>8,344,305</b>	<b>4,041,635</b>	<b>9,798,560</b>
<b>OTHER COSTS</b>					
FIELD MONITORING	557,940			400,789	157,151
DEBT SERVICE - EXISTING DEBT					
All USERS DEBT	13,549,495	5,876,786	2,395,132	1,225,714	4,051,863
LOCAL ONLY DEBT	2,100,557	1,461,053	444,278	195,226	0
<b>TOTAL DEBT</b>	<b>15,650,052</b>	<b>7,337,839</b>	<b>2,839,410</b>	<b>1,420,940</b>	<b>4,051,863</b>
<b>Subtotal</b>	<b>61,550,923</b>	<b>30,496,271</b>	<b>11,183,715</b>	<b>5,863,364</b>	<b>14,007,574</b>
<b>TOTAL REVENUE REQUIREMENT</b>	<b>61,550,923</b>				

**SCHEDULE 8**  
**COMPUTATION OF UNIT COST FOR TREATING MASTER METERED SUBURBAN**  
**VOLUME, B.O.D. & S.S. (O/M & REPLACEMENT)**

	<u>O/M</u>	<u>REPLACEMENT</u>	<u>LOADINGS</u> <u>(COST</u> <u>ALLOCATION</u> <u>WORKSHEET)</u>	<u>UNIT</u> <u>CHARGE</u>
<b>VOLUME</b>	2,467,482 +	824,160 /	4,882.50 =	\$ 0.674 per 1,000 gallons
<b>B.O.D.</b>	5,788,517 +	108,675 /	19.80 =	\$ 0.298 per # of BOD
<b>S.S.</b>	8,632,873 +	43,548 /	29.08 =	\$ 0.298 per # of SS



**SCHEDULE 9**  
**COMPUTATION OF TOTAL RATE PER 1,000 GALS.**  
**OF BILLED DISCHARGE AT ASSIGNED LOADINGS**

**MASTER METERED SUBURBAN**

<u>TREATMENT</u>												
VOLUME												0.674
B.O.D.	202	X	8.34	X	0.001							0.503
S.S.	219	X	8.34	X	0.001							0.545
											<b>Subtotal</b>	<b>1.722</b>
<u>SEWAGE COLLECTION</u>												
TRUNK SEWERS		617,828	+	773,970	/							0.285
FIELD MONITORING		157,151	/	4,883	X							0.032
											<b>Subtotal</b>	<b>0.317</b>
<u>DEBT SERVICE</u>												
CUYAHOGA FALLS		4,051,863	/	4,883	=							0.830
MONTROSE		4,051,863	/	4,883	=							0.830
MUD BROOK		4,051,863	/	4,883	=							0.830
LAKEMORE		4,051,863	/	4,883	=							0.830
TALLMADGE		4,051,863	/	4,883	=							0.830
SPRINGFIELD		4,051,863	/	4,883	=							0.830
<u>TOTALS</u>												
CUYAHOGA FALLS	=	2,869										
MONTROSE	=	2,869										
MUD BROOK	=	2,869										
LAKEMORE	=	2,869										
TALLMADGE	=	2,869										
SPRINGFIELD	=	2,869										

Schedule 10

USER CHARGE RATES — MASTER METER SUBURBAN

	Rate per 1,000 gallons					
	CUYAHOGA FALLS	MONTROSE	MUDBROOK	LAKEMORE	TALLMADGE	SPRINGFIELD
<b>WASTE TREATMENT</b>						
Volume	\$0.674	\$0.674	\$0.674	\$0.674	\$0.674	\$0.674
BOD	0.503	0.503	0.503	0.503	0.503	0.503
SS	0.545	0.545	0.545	0.545	0.545	0.545
<b>Subtotal</b>	<b>\$1.722</b>	<b>\$1.722</b>	<b>\$1.722</b>	<b>\$1.722</b>	<b>\$1.722</b>	<b>\$1.722</b>
Trunk Sewers	0.285	0.285	0.285	0.285	0.285	0.285
Field Monitoring	0.032	0.032	0.032	0.032	0.032	0.032
<b>Total User Charges</b>	<b>\$2.039</b>	<b>\$2.039</b>	<b>\$2.039</b>	<b>\$2.039</b>	<b>\$2.039</b>	<b>\$2.039</b>
Debt Service	0.830	0.830	0.830	0.830	0.830	0.830
<b>Master Meter Rates - 2016</b>	<b>\$2.869</b>	<b>\$2.869</b>	<b>\$2.869</b>	<b>\$2.869</b>	<b>\$2.869</b>	<b>\$2.869</b>



Schedule 11

PROJECTED 4-YEAR RATE SCHEDULE — MASTER METER SUBURBAN

	Rate per 1,000 gallons							
	CUYAHOGA							
	FALLS	MONTROSE	MUDBROOK	LAKEMORE	TALLMADGE	SPRINGFIELD		
Master Meter Rates - 2016	\$2.869	\$2.869	\$2.869	\$2.869	\$2.869	\$2.869	\$2.869	\$2.869
Master Meter Rate 2017	\$3.041	\$3.041	\$3.041	\$3.041	\$3.041	\$3.041	\$3.041	\$3.041
Master Meter Rate 2018	\$3.102	\$3.102	\$3.102	\$3.102	\$3.102	\$3.102	\$3.102	\$3.102
Master Meter Rate 2019	\$3.183	\$3.183	\$3.183	\$3.183	\$3.183	\$3.183	\$3.183	\$3.183

MM Rate Increases from Akron 2016 Finance Plan