

Item 7: Isolated Wetland Application

CRAA: Intermodal Campus South

Mitigation

**Mitigation Plan for the
Columbus Regional Airport Authority
Intermodal Campus South at
Rickenbaker International Airport**

Executive Summary:

The Columbus Regional Airport Authority (CRAA) proposed to develop the Intermodal Campus South, adjacent to the Norfolk Southern Intermodal Terminal and Rickenbaker International Airport. The project consists of the construction of five bulk distribution warehouses (not including the BASF distribution warehouse that is already under construction) and the necessary infrastructure with the purpose of supporting the existing and future freight capacity of the Norfolk Southern Intermodal Terminal. The five bulk distribution warehouses ranging in size from approximately 365,000 to 1,100,000 square feet will contain areas for management, organization, shipping and receiving freight. The proposed project will accommodate business that is currently being turned away due to lack of available facilities for development in the area.

The 341 acre Intermodal Campus South project area is comprised of approximately 230 acres of active agriculture that has been planted in soybeans this year. The remainder of the site is comprised of 11 wetlands ranging in size from 0.01 to 8.23 acres; totaling 17.37 acres. Additionally, approximately, 84 acres of forested habitat and upland exists in the project area. The forested habitats are primarily located within the wetlands boundaries or along the fence rows, see Item 6: Figure 8 - Wooded Areas.

The proposed development will preserve Wetlands E and G, totaling 3.89 acres. The proposed construction will impact 9 wetlands comprising approximately 13.48 acres (2-ORAM Category 2 wetlands totaling 11.87 acres & 7 ORAM Category 1 wetlands totaling 1.61 acres) and one man-made pond (0.19 acres). These impacts will occur through clearing and grubbing the area along with placing approximately 8,000 cubic yards of clean earthen fill within the wetlands and pond.

1. Project History:

As one of the world's few cargo-dedicated airports, Rickenbaker International Airport offers an uncongested, faster and more reliable option to move air cargo to, from, and within the United States. With regularly scheduled international service, businesses enjoy access to the airlines' worldwide networks directly through hubs in Asia, Europe, and the Middle East. The airport is a critical logistics component of the Rickenbaker Inland Port, which also includes an intermodal terminal, industrial development, Foreign-Trade Zone #138 and much more. The inland port is recognized for its strategic location, which is within a 10-hour truck drive to 47 percent of the U.S. population, 44 percent of the manufacturing capacity, and 48 percent of the U.S. headquarters operations.

Commercial development on and around the former airbase was anticipated in the 1995 Final Environmental Impact Statement (FEIS) for transfer of the base from the military to the Airport Authority. This development was expected, is consistent with regional economic goals, and is necessary for the continued operations and financial health of the Rickenbaker International Airport. The need for the proposed Intermodal Campus South is to accommodate the growth of the intermodal business that is currently being turned away within the Columbus Region due to the lack of available property with Intermodal Terminal access. Intermodal is one of the fastest growing methods of transporting freight in the United States. It consists of the movement of entire truck trailers and shipping containers by both highway and rail, taking advantage of the economic and environmental efficiencies of trains for long haul movement combined with the speed and reach of trucks for local pickup and delivery.

The proposed development of the Intermodal Campus South adjacent to the Norfolk Southern Intermodal Terminal is expected to provide adequate capacity for receiving, distributing and organization of freight today and into the future. The Norfolk Southern Rickenbacker Intermodal Terminal, which is capable of handling more than 400,000 containers annually, is located in the heart of the Rickenbacker Inland Port. Norfolk Southern operates the most extensive intermodal network in the eastern United States and is also a major transporter of coal and industrial products. Covering approximately 21,000 route miles in 22 states and the District of Columbia, Norfolk Southern serves every major container port in the eastern United States and provides efficient connections to other rail carriers.

Development of the Intermodal Campus South near the Rickenbacker International Airport as proposed will allow continued and unique economic growth in the area, provide employment, and provide an economic benefit to the region.

2. Project Description:

The Intermodal Campus South is located south of the Rickenbacker International Airport in Harrison and Madison Townships, Pickaway County, Ohio. The Intermodal Campus South is situated in two distinct areas:

1. The primary area of development is proposed for the area located on the 284.50 acre rectangular parcel, directly east of the Norfolk Southern Intermodal Facility.
2. A secondary area of 56.50 acres, located directly north of the Northern Southern Intermodal Facility is a triangular shaped parcel and will be preserved, see Item 6: Figure 9.

The project consists of constructing bulk distribution warehouses and the necessary infrastructure with the purpose of supporting the existing and future freight capacity of the Norfolk Southern Intermodal Terminal. This will be accomplished by constructing bulk distribution warehouses ranging in size from approximately 365,000 to 1,100,000 square feet that will contain areas for management, organization, shipping and receiving freight. The proposed project will accommodate business that is currently being turned away due to lack of existing facilities and provide needed economic development in the area.

Due to the location of the Norfolk Southern Intermodal Terminal, the proposed construction of the Intermodal Campus South is limited and has few options in terms of avoiding the proposed isolated wetland impacts. A total of eleven isolated wetlands and one pond occur on the Intermodal Campus South property. Within the portion of the Intermodal Campus South that is east of the Intermodal Facility, nine wetlands and one pond will be impacted all or in part. Two wetlands are located in the triangular shaped area north of the Norfolk Southern Intermodal Terminal; however, no impacts will occur to these wetlands (E and G-See Item 6 Figure 4).

The following is a discussion of the feasible alternatives considered for the proposed project as they relate to the Individual Isolated Wetland Permit Application. The alternatives identified and described below have been considered during the project design phases. Previous and ongoing coordination has been conducted with the Ohio Environmental Protection Agency (Division of Surface Water), Ohio Department of Natural Resources (Division of Wildlife and Division of Natural Areas and Preserves), U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers. Letters from agencies that responded are included in Item 4. The comments provided by the agencies, along with a combination of issues including the project's purpose and need, proximity to the Norfolk Southern Intermodal Terminal, cost, and social constraints were all considered in choosing the Preferred Alternative.

Construction has begun on the BASF distribution warehouse, located on an area where there are no wetlands in the northwest corner of the portion of the site directly east of the Norfolk Southern

Intermodal Terminal. This area is devoid of any aquatic resources and precautions have been put in place to limit access to the remainder of the site by construction activities; specifically orange construction fencing has been installed to mark the wetland areas.

3. Proposed Mitigation:

On June 12, 2007 the Ohio EPA issued a Section 401 Water Quality Certification and an Ohio Isolated Wetland Permit (OEPA ID NO. 062618) authorizing the proposed development of the Intermodal Campus South site. At that time, a total of 4.68 acres of isolated wetlands were expected to be impacted. In anticipation of the wetland impacts the Columbus Regional Airport Authority (CRAA) mitigated these impacts on a constructed wetland at the Mackey Ford Wildlife Area. In 2006/2007 a total of 13.84 wetland acres were created at the Mackey Ford Mitigation Site to compensate for impacts associated with the proposed Intermodal Campus South development. However, due to economic conditions at that time, the proposed development of the Intermodal Campus South was delayed and the wetlands were not impacted. Since that time the wetlands increased in size.

At this time, the proposed development of the Intermodal Campus South is planned to move forward. Furthermore, a wetland delineation conducted in August 2015 determined that the wetlands had grown in size and are now larger in area than what was originally permitted to be filled. Therefore, this proposed mitigation plan includes compensatory mitigation using a combination of the wetland mitigation bank that was established at the Mackey Ford Wildlife Area, and additional in-lieu fee mitigation to account for the increase in size of the wetlands since 2007.

Onsite mitigation was not considered as an option due to FAA guidelines contained in Advisory Circular 150/5200-33B that restrict the creation of wildlife attractants near airports. There is no remaining availability for wetland mitigation at the Mackey Ford Wildlife Area. A search found no mitigation banks located within the same watershed as the proposed project (HUC 05060001). However, wetland mitigation credits are available through an in-lieu fee program offered by the Stream + Wetlands Foundation at mitigation banks in Ohio. The Stream + Wetlands Foundation specializes in providing compensatory mitigation for impacts to aquatic resources, in large part through the establishment of mitigation banks, completing permittee responsible mitigation and serving as an in-lieu fee sponsor in order to provide high quality compensatory mitigation by protecting, enhancing, and restoring aquatic resources. The Stream + Wetlands Foundation (<http://streamandwetlands.org/in-lieu-mitigation/huntington/>) has 94.4 credits available at Upper Scioto watershed (05060001) and 121.3 credits are available at Tuscarawas Secondary watershed (05040001) in-lieu fee programs. Both of these mitigation in-lieu fee areas are in adjacent watersheds to the project area.

As calculated the current mitigation needs for the Intermodal Campus South Preferred Alternative include 31.93 total acres of wetlands (see Table 5). Assuming that credit can be taken for the 13.84 acres at Mackey Ford, then 18.09 acres (16.60 acres of forested wetlands and 1.49 acres of non-forested wetlands) would be purchased through the in-lieu fee program. Like figures are presented for the Minimal Degradation Alternative in Table 6.

Table 5: Preferred Alternative: Wetland Impacts/ Mitigation Requirements

	Wetland Identifier	Area (acres)	Wetland Impacts (acres)	Mitigation Ratio	Mitigation Required (acres)	Total Mitigation Required by Category	Mitigation Previously authorized at Mackey Ford	Additional Mitigation for Current Impacts (acres)	Total Additional Forested Mitigation Required (acre)	
ORAM Category 1 Non-Forested Wetlands	CV	0.01	0.01	1.5	0.02	2.43	0.94	1.49		
	CW	0.42	0.42		0.63					
	CX	0.57	0.57		0.86					
	CY	0.57	0.57		0.86					
	CZ	0.04	0.04		0.06					
ORAM Category 1 Forested Wetlands	H	0.13	0.13	1.5	0.20	0.28	12.90	0.28	16.60	
	J	0.05	0.05		0.08					
ORAM Category 2 Forested Wetlands	I	3.46	3.46	2.5	8.65	29.22		16.32		
	K	8.23	8.23		20.58					

Total Wetland Credits Required - Forested = 16.60 ac

Total Wetland Credits Required - Nonforested = 1.49 ac

Table 6: Minimal Degradation Alternative Wetland Impacts/ Mitigation Requirements

	Wetland Identifier	Area (acres)	Wetland Impacts (acres)	Mitigation Ratio	Mitigation Required (acres)	Total Mitigation Required by Category	Mitigation Previously authorized at Mackey Ford	Additional Mitigation for Current Impacts (acres)	Total Additional Forested Mitigation Required (acre)
ORAM Category 1 Non-Forested Wetlands	CV	0.01	0.01	1.5	0.02	2.43	0.94	1.49	
	CW	0.42	0.42		0.63				
	CX	0.57	0.57		0.86				
	CY	0.57	0.57		0.86				
	CZ	0.04	0.04		0.06				
ORAM Category 1 Forested Wetlands	H	0.13	0.13	1.5	0.20	0.20	12.90	0.20	7.88
ORAM Category 2 Forested Wetlands	K	8.23	8.23	2.5	20.58	20.58		7.68	

Total Wetland Credits Required - Forested = 7.88 ac

Total Wetland Credits Required - Nonforested = 1.49 ac



**IN-LIEU FEE PROGRAM
WETLAND CREDIT PURCHASE AGREEMENT
HUNTINGTON CORPS DISTRICT**

APPLICANT INFORMATION AND WETLAND IMPACT SUMMARY

Permit Applicant's/Client's Name	
Address	
Point of Contact	
Telephone	
E-mail	
Environmental Consultant	
Address	
Point of Contact	
Telephone	
E-mail	
Project Name	
Project Type (commercial, industrial, residential, utility, roadway, etc.)	
Location (street address, city/twp., county)	
USACE PCN No. (if available)	
Ohio EPA SWIMS No. (if available)	
Anticipated Project Impacts	
Forested (impact)	
Non-Forested (impact)	
Eight Digit USGS Watershed Designation	

I. TERMS OF PAYMENT

Anticipated Project Impacts	acres
Compensatory Mitigation Credits	
Forested	(rounded up to 1/10 acre)
Non-Forested	(rounded up to 1/10 acre)
Total	(rounded up to 1/10 acre)
Cost per Credit	\$45,000
Total Cost of Purchase of ILFP Credits	
Initial Deposit (10% of Total Cost)	\$

IN-LIEU FEE PROGRAM
WETLAND CREDIT PURCHASE AGREEMENT
HUNTINGTON CORPS DISTRICT

WHEREAS, the discharge of dredged or fill material into waters of the United States and waters of the State of Ohio, including wetlands, is regulated pursuant to Section 404 of the Clean Water Act, 33 U.S.C. § 1344, and/or Ohio Revised Code Chapter 6111;

WHEREAS, entities planning to place dredged or fill material into waters of the United States or waters of the State of Ohio, including wetlands, must comply with standards and conditions imposed by the Army Corps of Engineers (the "Corps") and/or the Ohio Environmental Protection Agency (the "Ohio EPA") including, in many cases, the mitigation of wetland impacts;

WHEREAS, the Stream + Wetlands Foundation ("Stream + Wetlands") has established an In-Lieu Fee Program ("ILFP") in the Huntington Corps District that includes the Upper Scioto/Tuscarawas Watersheds (8-digit USGS Hydrologic Unit Codes or HUCs of 05060001 and 05040001 respectively) as primary service areas as well as the entire Scioto and Muskingum River basins (6-digit HUC's 050600 and 050400 respectively) approved by the Inter-agency Review Team ("IRT") as set forth in the Final ILFP Instrument effective May, 2014 and is authorized to provide ILFP credits to entities required to provide compensatory mitigation for wetland impacts; and

THEREFORE, _____ ("Client") and Stream + Wetlands agree they will comply with the following guidelines and procedures by which Client will purchase ILFP wetland mitigation credits from Stream + Wetlands to provide compensatory mitigation for wetland impacts permitted under Sections 404 and 401 of the Clean Water Act and/or Ohio Revised Code Chapter 6111.

A. Initial Reservation Period

This Agreement shall become effective on upon the date this Agreement is signed by both Stream + Wetlands and Client. Upon receipt of a complete, signed copy of this Agreement and the Initial Deposit, Stream + Wetlands will reserve the ILFP mitigation credits designated above for a period of six (6) months (the "Initial Reservation Period"). In the event that Client withdraws its wetland fill permit application or the application is denied, the deposit will be refunded upon the written request of Client confirming permit withdrawal or denial, provided such request is received by Stream + Wetlands within six (6) months from the Effective Date.

B. Extension of Reservation Period

Client may extend the Initial Reservation Period for additional six (6) month periods (not to exceed 24 months from the Effective Date) by delivering payment(s) to Stream + Wetlands of 10% of the total ILFP credit purchase price for each six (6) month extension period and timely providing Stream + Wetlands with written notice requesting such extension. All deposit payments are non-refundable upon expiration of the Initial Reservation Period. Full payment is due no later than two years after the Effective Date of this Agreement. If Stream + Wetlands does not receive full payment within two years of the Effective Date, all

deposit payments will be retained by Stream + Wetlands and the previously reserved ILFP credits will be immediately available for sale to third parties.

C. **Within thirty (30) days of issuance of the Clean Water Act Section 404 permit and, if necessary, the Section 401 Certification and/or Ohio Isolated Wetland Permit, whichever is later received (the “Permit Issue Date”), Client will tender in full the outstanding balance of the cost of the ILFP credits.** Client will concurrently provide Stream + Wetlands with a copy of the Section 404 permit and, if applicable, the Section 401 Certification and/or the Ohio Isolated Wetland Permit or other approval to impact wetlands on the project. If payment is not received by Stream + Wetlands within thirty (30) days of the Permit Issue Date, the Client will be considered to be in Default of Payment and a late payment penalty of \$500 or 2.0% interest on outstanding balance, whichever is greater, shall be immediately applied for each month or portion thereof until payment is received in full, including all late payment penalties.

D. If the Client is in Default of Payment for greater than ninety (90) days, Stream + Wetlands may, at its sole discretion, notify the Client that this Agreement is terminated and elect to market and sell the Client’s reserved ILFP credits to a third party. The Corps and/or Ohio EPA shall be notified by Stream + Wetlands that this Agreement has been terminated and the ILFP credits are no longer held in reserve for the Client. The Client’s deposit payment(s) will be forfeited to Stream + Wetlands; provided, however, that Stream + Wetlands may, in its sole discretion, and written request of the Client apply the amount of the deposit payment or any portion thereof against the cost of future ILFP credit purchases by the Client from Stream + Wetlands.

E. The Client shall have no obligation other than the payments set forth in this Agreement for the completion of compensatory mitigation represented by the purchase of the ILFP credits. Stream + Wetlands is solely responsible for the successful implementation of all compensatory mitigation represented by the purchase of the ILFP credits consistent with the ILFP Final Instrument. This Agreement does not constitute a permit or other authority to proceed with the proposed wetland impacts and the Client is solely responsible for obtaining all necessary permits and other approvals required for the project.

I. OBLIGATIONS OF STREAM + WETLANDS FOUNDATION

A. Stream + Wetlands has established the Huntington Corps District ILFP and the IRT has confirmed that Stream + Wetlands is authorized to sell ILFP credits to entities required to provide compensatory mitigation for wetland impacts.

B. In consideration for the payment by Client of _____ (plus any subsequently accrued late payment penalties), Stream + Wetlands hereby agrees to provide _____ approved ILFP credits established in the Huntington Corps District ILFP for the benefit of Client consistent with the terms of the Agreement. Stream + Wetlands shall be solely responsible for completing the compensatory mitigation requirements consistent the purchase of ILFP credits and the terms of the Huntington Corps District ILFP Instrument effective May 2014.

C. Stream + Wetlands will promptly provide written confirmation to the Client that full payment has been received for the purchase of ILFP credits specified in paragraphs II of this Agreement.

II. GENERAL PROVISIONS

A. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Venue for the resolution of any dispute shall be in the Court of Common Pleas of Franklin County, Ohio or in the federal court in the Southern District of Ohio in Columbus, Ohio.

B. The signatories hereto represent and covenant that they are authorized to execute this Agreement and to bind the respective parties to this Agreement.

C. This Agreement is the entire agreement between Stream + Wetlands and Client and supersedes any prior agreements or communications relating thereto. No modification hereof or subsequent agreement related to the sale of ILFP credits described herein shall be binding on either party unless reduced to writing and signed by both parties hereof.

STREAM + WETLANDS FOUNDATION

Signed By: _____

Vincent E. Messerly, President

Date: _____

CLIENT _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

FOR STREAM + WETLANDS FOUNDATION USE ONLY

Assigned to In-Lieu Fee Project HUC No.	
ILFP Project Name	
Date of Permit Issuance by OEPA/USACE (as applicable)	