

MODEL AGREEMENT
SEWER SERVICE SUPPLY AGREEMENT – SATELLITE SYSTEM
CITY OF WINCHESTER

- 1.A. Winchester Municipal Utilities (WMU) owns, operates, supervises and manages a wastewater plant, facilities and sewers (hereinafter the "POTW"). WMU and [Satellite] have entered into a Sewer Supply Agreement dated _____, under which the [Satellite] may authorize the discharge of wastewater into the POTW. The right to authorize such discharge is conditioned, among other things, upon the enforcement of City of Winchester ("Winchester") ordinances and requirements with respect to such discharges.
- B. This Agreement governs the responsibilities and rights of WMU and [Satellite] regarding monitoring, permitting and regulation of Industrial and Nondomestic Users that discharge wastewaters into the POTW through the sewer system of [Satellite].
- C. [Satellite] and WMU agree that the City of Winchester Sewer Use Ordinance (Chapter 14, Article V, Section 14-115, et seq.), including amendments thereto, shall apply to users of the [Satellite] that discharge wastewaters into the POTW ("[Satellite] Users"). The Winchester Sewer Use Ordinance defines the terms "User," "Industrial User" and "Nondomestic User" as used in this Agreement.
- D. Winchester may, from time to time, amend the Sewer Use Ordinance. Winchester will provide the [Satellite] a copy of the proposed amendment before its adoption. Such amendments will be adopted through Winchester's procedures for amendment of ordinances, including notice to the public. If any amendment of the Sewer Use Ordinance affects the rights of the [Satellite] or the [Satellite]'s Users, the public notices shall so indicate.
- E. WMU shall notify the [satellite] of any Sewer Use Ordinance amendments affecting the [Satellite]'s Users by letter to the [Satellite] within thirty (30) days after adoption.
- F. Amendments to Winchester's Sewer Use Ordinance shall not be discriminatory against [Satellite]'s Users.
- 2.A. [Satellite] designates the General Manager of WMU or his/her designates or successors-in-interest, as its agent for the purpose of implementation and enforcement of the Winchester Sewer Use Ordinance against [Satellite] Users that discharge wastewaters into the POTW, and in that capacity Winchester is authorized to undertake enforcement action in any Court of competent jurisdiction and to obtain such equitable relief or other

relief as may be allowed by law, including, but not limited to injunctive relief.

- B. WMU, on behalf of and as agent for [Satellite], will perform technical and administrative duties necessary to implement and enforce the Winchester Sewer Use Ordinance against [Satellite] Users that discharge wastewaters into the POTW. WMU will:
1. update the industrial waste survey;
 2. issue permits to all industrial users required to obtain a permit;
 3. conduct inspections, sampling, and analysis;
 4. take all appropriate enforcement action as outlined in Winchester's enforcement response plan; and
 5. perform any other technical or administrative duties the Parties deem appropriate.
- C. WMU may, as agent of [Satellite], take any emergency action it deems necessary or appropriate to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, which reasonably appears to cause damage to the POTW, or which threatens to cause interference, pass through, or sludge contamination. [Satellite] may not authorize discharges from Users located outside the boundaries of [Satellite] except as provided herein. Before [Satellite] may authorize discharges into the POTW located outside its jurisdictional boundaries, [Satellite] and WMU must enter into an agreement with the jurisdiction in which such User is located. Such agreement will be substantially equivalent to this Agreement and must be entered into prior to a discharge from any such user.
4. The expense of performing the services in Paragraphs 2 and 3 shall be considered as reimbursed by the User to WMU in accord with the Winchester Ordinance.
- 5.A. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms will be unaffected. The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (33 U.S.C. 1251 et. seq.) and rules and regulations (see 40 CFR Part 403) issued thereunder, as necessary, but at least once every five (5) years on the anniversary of the effective date of this Agreement, WMU may terminate its responsibilities by providing six (6) months written notice to the [Satellite]. All benefits and obligations under this Agreement will cease following one hundred eighty (180) days from receipt of such notice of termination.

- 6.A. If the authority of WMU to act as agent for [Satellite] under this Agreement is questioned by any Satellite User, court of law, or otherwise, [Satellite] agrees that it will take whatever action is necessary to ensure the implementation and enforcement of Winchester's Sewer Use Ordinance against the Satellite Users that discharge wastewaters into the POTW, including, but not limited to, implementing and enforcing an equivalent sewer use ordinance that [Satellite] has adopted on its own behalf and/or amending this Agreement to perfect the City's authority to enforce the Winchester Sewer Use Ordinance.
- B. In the event that [Satellite] adopts and enforces a sewer use ordinance that is equivalent to Winchester's Sewer Use Ordinance and receives authority from the Kentucky Environmental Protection Division, or its successors, to implement a pretreatment program for industrial users, [Satellite] shall notify the City within ninety (90) days of such approval as to whether [Satellite] will assume the primary responsibility within its boundaries for the implementation and enforcement of pretreatment requirements. Winchester and [Satellite] will negotiate appropriate revisions to this Agreement.

IN WITNESS WHEREOF, the duly authorized officials of the CITY OF WINCHESTER and the [Satellite] have respectively caused the names of the WINCHESTER MUNICIPAL UTILITIES and the [Satellite] and the seals of the municipal corporations and political subdivisions of the duly authorized executive officers to be affixed hereto as of this _____ day of _____, 20__.

Winchester Municipal Utilities

[Satellite]