

SIGNIFICANT INDUSTRIAL USER AGREEMENT
DISCHARGE TO THE
_____ MINNESOTA
MUNICIPAL WASTEWATER TREATMENT FACILITIES

Permit No.: _____

This Agreement entered into by and between (_____), (_____), a Significant Industrial User (SIU), of the Wastewater Treatment System of the City of (_____), a municipal corporation, and the City of (_____), allows the discharge of industrial wastes to the (_____), Minnesota Municipal Wastewater Treatment Facilities and collection system,

Effluent limitations, monitoring requirements, general conditions and other specific conditions are set forth in Attachment A and Attachment B of this agreement.

Effective Date: To Be Determined - (Initiation of Operation}

Expiration Date: ____ years after the Effective Date

Issued By: _____ City Council
City of (_____), Minnesota

Date: MM/DD/YYYY

This agreement issued in accordance with the (_____) Code of Ordinances, Use and Rate Regulations for Municipal Wastewater Treatment Facilities.

Attachment A contains pages 1 through 5.
Attachment B contains page 6.

This agreement supersedes any prior agreement.

ATTACHMENT A
TO
INDUSTRIAL USER AGREEMENT
(_____),
MINNESOTA

A. Initial Agreement Application Data.

1. Company Name: _____
Mailing Address: _____
Address of Premises: _____
Contact Name: _____
Title: _____
Phone: _____
2. Standard Industrial Classification Code _____
3. Product
(_____) produces (Enter Product) at the (_____) location.
4. Description of Pretreatment Provided, if any:
5. Hours of operation during peak day
6. Number of days of operation per week
7. Describe any batch or periodic discharges:.
8. Describe the source and volume of any non-contact cooling water to be discharged to the municipal treatment facility.

B. Permit Effluent Limitations and Monitoring Requirements

1. The SIU is authorized to discharge process wastewater in compliance with the limits and monitoring requirements specified in this agreement after construction of the project is substantially complete (Date to be inserted later) and lasting 20 years (Date to be inserted later). No discharge may take place under this agreement after the above expiration date. In order to receive authorization to discharge after the above expiration date, the user shall file

an agreement application with the City of (_____). Applications will be made 180 days prior to the expiration date of the user's existing agreement.

2. Discharge limits and monitoring requirements for flow, BOD and TSS are listed in Table 1.

Table 1 – Discharge Limits and monitoring Requirements for Flow, BOD, and TSS				
Effluent Characteristic	Maximum Day Discharge Limit	Maximum Month Daily Discharge Limit	Monitoring Requirements	
			Minimum Measurement Frequency.	Sample Type
Flow				
BOD				
TSS				

3. In addition, the SIU shall comply with the requirements stated in the (_____) Ordinance (as amended) for Use and Rate Regulations for Municipal Wastewater Treatment Facilities and also comply with all State or Federal regulations regarding discharge to municipal wastewater treatment facilities.
4. Samples shall be collected in compliance with the monitoring requirements specified in this agreement and shall be taken at the following location(s):
- At the (_____) site, prior to discharge to the municipal wastewater system.
5. The City of (_____), upon detection of any violations of the limits or monitoring requirements specified herein, shall notify (_____) within 24 hours after the test results are obtained. The City may also re-sample for the violated parameter within 30 days. Detection shall include all required and discretionary samples or monitoring by the City and any other self-monitoring of regulated parameters as described in Section B of the Industrial User Discharge Agreement.
6. (_____) shall be responsible for continuously monitoring waste flow from its facility. (_____) shall be allowed to monitor waste flow by reading its total daily discharge as recorded by the flow monitoring equipment. (_____) shall also be responsible for furnishing, installing and maintaining composite sampling equipment for monitoring of waste flow from its facility.
7. According to the monitoring requirements in Table 1 and at any other times at the City's discretion, a 24-hour composite sample shall be collected for analysis by an independent testing laboratory for BOD and TSS analysis. The composite sample shall be collected with an automatic sampler operating in conjunction with a flow meter by either of two approved methods: (1) by withdrawing samples of equal volume in response to incremental changes in totalizer flow, or (2) by withdrawing separate samples every hour for 24-hours and afterwards

preparing a composite made up of the 24 samples, the volume of each a constant proportion of the waste flow at the time of withdrawal, as measured by the flow meter.

8. The independent testing laboratory shall be certified by the State of Minnesota. The choice of the independent testing lab shall be by mutual agreement between _____ and the City. Instructions to the testing laboratory will be that both _____ and the City receive copies of the results. Testing shall be conducted four days per week unless a different frequency is set by mutual agreement between _____ and the City. All costs involved in the testing described herein shall be billed to _____. Any additional testing requested by the City shall be paid by the City.
9. _____ shall be responsible for calibrating and performing maintenance on its analytical instruments as required to insure accuracy of measurements. In the event that flow monitoring equipment and/or sampling equipment must be out of service for any length of time, _____ shall inform the City of the condition and the estimated duration of non-service. During the period of non-service, wastewater flows may be estimated based on City water supply meters. If the period of non-service is estimated to exceed 45 days, or will prevent the City from collecting the required number of monthly samples, arrangements shall be made by the company to install portable sampling equipment. If sample data is not available, billing shall be based on usage estimates and the previous six months of sample results.
10. _____ shall grant to the City access to the industry's sampling station at the City's request for the purpose of inspection or data collection. The City shall also have authority to enter the industry's sampling station at any time for purposes of installation of its own monitoring equipment.
11. The average daily discharge shall be calculated based on a month average basis. The average concentration of all the composite samples collected by the City and analyzed during each month by the independent testing laboratory, and the average daily flow for the month shall be utilized to calculate the monthly average daily discharge for the given month.
12. Rate structure shall be on the basis of Attachment B.

C. Submission of Reports and Records

1. The SIU shall notify the City of (_____), in writing, of any discharge of a substance that would, if otherwise disposed of, be considered a hazardous waste under 40 CFR Part 261. Notification shall take place at least 30 days before the date of discharge and conform to _____. No discharge of any hazardous wastes may take place without prior approval of the City of (_____).
2. _____ shall submit to the City once a month a report containing daily records of wastewater flow. The report shall be submitted to the City no later than the fourteenth day of each month unless _____ makes arrangements with the City for reporting.

D. General Conditions

1. Industrial wastewater discharges from a Significant Industrial User shall be in accordance with applicable provisions of the (_____) Code of Ordinances and this Agreement.

2. The Significant Industrial User shall not knowingly make a false statement, representation or certification in any record, report, plan required to be submitted to the City of (_____) under the provisions of the (_____) Code of Ordinances, or this Agreement.
3. With the prior written consent of the City of (_____), which consent will not be unreasonably withheld, _____ may sell, lease, or assign for value to any other public, private, commercial or industrial user all or any portion of the flow or load which (_____) agrees to handle in Table 1. However, this permit is not transferrable without the written consent of the City of (_____), which consent will not be unreasonably withheld.
4. The SID shall maintain and retain plant records relating to wastewater discharge as specified by the City for a minimum of three years.
5. The SID shall notify the City of (_____) immediately of any slug discharge as defined in the (_____) Code of Ordinances, or any oilier discharge of a substance or wastewater in violation of the (_____) Code of Ordinances or this Agreement.
6. The SID shall install, operate, and maintain sampling and monitoring devices in proper working order at its own expense.
7. In the event of an industrial user's noncompliance, the user shall be subject to penalties, surcharge fees, as well as the rules and regulations relating to municipal utilities, in accordance with the (_____) City Code, in addition to any penalties which may be imposed pursuant to this agreement.
8. Any significant change in volume or characteristics of industrial wastewater introduced into the (_____) Wastewater Treatment Facilities shall be immediately reported to the Wastewater Superintendent or City Administrator. Significant changes shall be defined as any changes which will result in the industry becoming out of compliance with the permitted values listed in Section B of this permit In such cases this permit may be subject to modification.
9. Notice of any anticipated increase in pollutants contributed shall be given to the City 30 days in advance of such increase, in the form of a request for a new agreement
10. (_____) assumes as part of its governmental function, the handling of all sewage, including industrial and sanitary sewage, from (_____)s existing plant in (_____) for a period of _____ years. (_____) agrees to handle up to _____ gallons per day of flow having an organic loading of up to _____ pounds BODS per day, as defined in (_____)s Sewer Use Ordinance. Under this agreement, (_____)s _____-year commitment commences with the issuance of the bond for the _____.
11. (_____), its successors and assigns, agrees to pay the City of (_____) it proportionate share of the principal and interest payments resulting from the construction of the _____ for such length as is the maturity of the bonds. (_____)s proportionate share of the principal payments may not exceed a value established at the initiation of construction of the _____. The financial obligation of the SIU for the payment of the monthly flat service fee is not contingent upon the SID's continued operation of its facilities in the City of (_____), and shall be due and

payable in consideration of the expansion of the Wastewater Treatment Facilities undertaken by the City of (_____), regardless of the continued operation of the SID's facilities within the City of (_____).

12. The terms and conditions of the agreement may be subject to modifications by the City of (_____) during the term of the permit as limitations or requirements are modified by the City or regulating agency. The user shall be informed of any proposed changes in this agreement at least 30 days prior to the effective date of change. (_____) may request that a transition period for implementation of the agreement limitations or requirements be established. Such request must be made in writing prior to the effective date of change.
13. The City of (_____) shall not be obligated to accept discharges which contain pollutants which will cause structural damage to the system or waste which will cause obstruction to the flow.
14. The Rate Schedule is subject to annual review and may be adjusted through (_____)’s Sewer Use Ordinance upon the mutual agreement to the parties of this Agreement.
15. Upon execution, this Agreement shall become attached to (_____)’s Sewer Use Ordinance.
16. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given if and when delivered or mailed to:
 - a. City of (_____)
Attn: City Administrator

_____, MN
 - b. (_____)
Attn: Division Manager

_____, MN

ATTACHMENT
B TO
SIGNIFICANT INDUSTRIAL USER
AGREEMENT
RATE SCHEDULE
(_____),
MINNESOTA

Rate Schedule

1. The SID shall pay a monthly flat service fee of \$_____ (actual amount to be determined at the initiation of construction) as debt service payment for the _____. This fee shall cease when the City of _____ retires the debt for the _____. The financial obligation of the SIU for the payment of the monthly flat service fee is not contingent upon the SID's continued operation of its facilities in the City of _____, and shall be due and payable in consideration of the expansion of the Wastewater Treatment Facilities undertaken by the City of _____, regardless of the continued operation of the SID's facilities within the City of _____.
2. The SID shall pay \$_____ per pound of BOD discharged to the City of _____ up to _____ pounds per day of BOD.
 - a. Surcharge: If the SID exceeds average monthly daily load of _____ pounds per day of BOD, the SID shall pay \$_____ per pound of BOD for each excess pound.
3. The SID shall pay \$_____ per 1,000 gallons discharged to the City of _____ up to _____ gallons per day of flow.
 - a. Surcharge: If the SID exceeds average monthly daily flow of _____ gallons per day, the SID shall pay \$_____ per 1,000 gallons per day of excess flow.
4. The Rate Schedule is subject to annual review and may be adjusted through _____'s Sewer Use Ordinance upon the mutual agreement to the parties of this Agreement. In addition, the surcharge amount may be adjusted upon mutual agreement to the parties of this agreement. No surcharge shall be imposed if caused by a force majeure, unless the discharge emitted by _____ causing the surcharge could have been reasonably prevented by _____.