

WASTEWATER SERVICE CONTRACT

This CONTRACT, made and entered into this ____ day of _____, 2018 by and between CITY OF ELIZABETHTOWN, of 200 West Dixie Avenue, Elizabethtown, KY 42701, herein referred to as "City" and HARDIN COUNTY BOARD OF EDUCATION, of 65 W A Jenkins Road, Elizabethtown, KY 42701, herein referred to as "HCS".

This contract sets forth the agreements between the City and HCS for the conveyance and treatment of sanitary wastewater to be discharged from the Tunnel Hill Elementary School located on US Highway 62 (Bardstown Road).

HCS will install, maintain and operate an on-site sewage pumping station and pump line adequate to serve the proposed school facility. The wastewater shall be pumped to the City's sanitary sewer collection system at a point near _____ Bardstown Road, Elizabethtown.

HCS agrees to comply with all City, State and Federal requirements for the discharge of its wastewater to the City's Sanitary Sewer System including, but not limited to, applicable Federal and State discharge regulations, City Sewer Use Ordinance and Pretreatment Program and any City Wastewater Permit subsequently issued, the City Sewer Rate Ordinance and all other City policies and requirements applicable to the City's wastewater service.

HCS acknowledged and agrees that the cost for this wastewater service shall be according to the City's uniform rate for sewer services (currently \$_____ per 1,000 gallons) plus any applicable extra strength surcharges. All rates are agreed to be adjustable by Ordinance. HCS also agrees to pay an initial facility charge (connection fee) of \$_____.

Further service conditions are agreed to as follows:

1. Only sanitary waste from normal school operations may be discharged unless otherwise approved by the City.
2. HCS shall provide a monitoring manhole to provide for sampling and flow measurement of the wastewater discharge. The monitoring facility shall be located at a point approved by the City, and proper access to the manhole shall be provided.
3. The City reserves the right to modify wastewater discharge requirements upon proper notice. However, upon order by the City, HCS shall immediately cease and desist all discharges deemed by the City to be detrimental to the City's collection system and treatment facility or hazardous to personnel of the City or the public.
4. HCS shall insure the pumped discharge of wastewater into the City system is not anaerobic or septic. Pretreatment shall be provided as required by the City.
5. HCS shall pay all costs associated with the services installation.
6. HCS shall be responsible for all maintenance and repair of its service (pump station and pump line) to the point of connection with the City sewer system. Emergency repairs (off-site) of the pump line may be performed as needed by the City with reimbursement for all cost by HCS.
7. HCS shall be responsible for obtaining any permits required by state agencies for the school facility and shall be responsible for any on-going requirements of the State of Kentucky.

8. HCS will not object to annexation by the City of Elizabethtown of the property to be served by this Contract, for as long as the contract is in place.
9. The City will provide to HCS said sewer services that are compliant with State and Federal Guidelines until service is no longer required.

Each party agrees to accept responsibility for any claims or liabilities arising from injury to any and all persons, or damage to any and all property to the extent that such injury or damage is caused by the respective party, or its employees or agents, and each party shall indemnify the other party for all such claims.

The City and the HCS have jointly participated in the negotiation of this contract. In the event an ambiguity or question or interpretation arises, no presumption or burden of proof shall favor either party to this contract by virtue of the authorship of any of the provision of the contract.

If any provision of this contract is found contrary to law or unenforceable by any court of law, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the parties shall negotiate in good faith a substitute provision.

This Contract shall remain in effect for as long as HCS is in compliance with all provisions of this Contract and the payment of all service fees is maintained. HCS will provide 60 days' notice in the event the contract needs to be discontinued.

WITNESS the hands of the parties hereto this _____ day of _____, 2018.

CITY OF ELIZABETHTOWN

HARDIN COUNTY BOARD OF EDUCATION
By: John Stith, Chief Operations Officer

STATE OF KENTUCKY:
COUNTY OF HARDIN:

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 2018, by _____ as _____ of City of Elizabethtown.

My commission expires: _____

NOTARY PUBLIC

STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 2018, by John Stith, as Chief Operations Officer of Hardin County Board of Education.

My commission expires: _____

NOTARY PUBLIC

PREPARED BY:

SKEETERS, BENNETT, WILSON & HUMPHREY

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H:Real Estate/HCBE – Kenton-Cole/Agreement with City of E'town