

EXHIBIT A

**MULTI-JURISDICTIONAL AGREEMENT**

This Multi-Jurisdictional Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of North Ridgeville, Ohio, hereinafter referred to as “Control Authority,” and the City of Avon, Ohio, and the Village of Sheffield, Ohio, hereinafter referred to collectively as “Contributing Jurisdictions” and individually as “Contributing Jurisdiction”, with all parties hereto referred to as “Parties”, all municipal corporations and a village duly organized and existing under the laws of the State of Ohio and situated in Lorain County, Ohio.

**WHEREAS**, in 1973, the Parties entered into an Agreement with the Ohio Water Development Authority (all rights and duties dictated therein being assigned to the City of North Ridgeville in 1982 following North Ridgeville’s acquisition of the treatment plant) which provided for terms and conditions for the Parties to share in the cost, use, operation, and capital improvement of the French Creek Waste Water Treatment Plant (FCWWTP) located in Sheffield Village; and

**WHEREAS**, based upon the audit recommendation of the Ohio Environmental Protection Agency (OEPA) and the FCWWTP Management Committee, and as required by 40 CFR 403.8(f)(1), OAC 3745-3-03(C)(1) and Chapter 1052 of the City of North Ridgeville Codified Ordinances, the Parties wish to enter into this Multi-Jurisdictional Agreement which

Exhibit "A" to Ordinance No. 68-15

states and clarifies various procedures and assigns authority to implement and enforce a uniform pretreatment program as required by state and federal law; and

**WHEREAS**, all Parties hereto also have a separate sewer use ordinance which may require amendment to provide uniform standards and enforcement, if necessary, by the Control Authority in order to enable enforcement of the operative terms of this agreement; and

**WHEREAS**, the Control Authority is the permittee of the National Pollutant Discharge Elimination System (NPDES) permit.

**NOW, THEREFORE**, it is agreed by and among the Parties as follows:

**1. UPDATED PRETREATMENT ORDINANCES:**

a. The Control Authority will develop, adopt, and provide the Contributing Jurisdiction with a local updated pretreatment ordinance and the Contributing Jurisdictions will adopt an updated pretreatment ordinance which is no less stringent and is as broad in scope as the Control Authority's updated pretreatment ordinance as soon as reasonably possible, without undue delay, following execution of this agreement by the Contributing Jurisdictions.

b. Whenever the Control Authority revises its pretreatment ordinance in the future, it will forward a copy of the revisions to the Contributing Jurisdictions within thirty (30) days. The Contributing Jurisdictions will adopt revisions to their pretreatment ordinances that conform with and are at least as stringent as those adopted by the Control Authority.

c. The Contributing Jurisdictions will adopt pollutant specific local limits which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by the Control Authority within sixty (60) days of the approval of the Control Authority's pretreatment ordinance. If the Control Authority makes any revisions or additions to its local

limits in the future, it will forward to the Contributing Jurisdictions a copy of such revisions or additions within thirty (30) days of enactment thereof. The Contributing Jurisdictions will adopt any such revisions or additions within sixty (60) days of receipt thereof.

**2. UPDATED SEWER USE ORDINANCE PROVISIONS:**

a. The Control Authority will develop, adopt, and provide the Contributing Jurisdictions with local updated sewer use ordinance provisions to address uniform standards and enforcements, if necessary, by the Control authority and the Contributing Jurisdictions will adopt such provisions within sixty (60) days of the approval of the Control Authority's updated sewer use ordinance.

b. Whenever the Control Authority revises any of the updated sewer use ordinance provisions provided hereinabove, it will forward a copy of the revisions to the Contributing Jurisdictions within thirty (30) days of enactment thereof. The Contributing Jurisdictions will adopt revisions to their sewer use ordinance that are at least as stringent as those adopted by the Control Authority.

**3. DESIGNATED AGENT:**

a. The Contributing Jurisdictions hereby designate the Control Authority as the authorized agent of the Contributing Jurisdictions for the purposes of :

- 1) Implementation and enforcement of the Contributing Jurisdictions' pretreatment ordinances against industrial users located in the Contributing Jurisdictions, and
- 2) the enforcement, if necessary, of the sanitary sewer discharge standards against non-industrial users located in the Contributing Jurisdictions. The Control Authority may take any action under the Contributing Jurisdictions' pretreatment ordinances and/or any action to enforce the sanitary sewer discharge standards of the sewer use ordinance of the Contributing Jurisdictions that could have been taken by the

Contributing Jurisdictions, including the enforcement of such ordinances in any court of law. This provision expressly authorizes and enables the Control Authority to prosecute any violation of Contributing Jurisdictions' or the Control Authority's pretreatment ordinances, and or seek any appropriate remedy in the nature of a civil cause of action or petition for injunctive relief.

b. The Control Authority, on behalf of and as authorized agent for Contributing Jurisdictions, will perform technical and administrative duties necessary to implement and enforce the Contributing Jurisdictions' pretreatment ordinances and, if necessary, the sanitary sewer discharge standards of the Contributing Jurisdictions' sewer use ordinances. The Control Authority 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 the Control Authority's Enforcement Response Plan and related Enforcement Guideline Tables and as provided for in the Contributing Jurisdictions' pretreatment ordinances;
- 5) Perform any other technical or administrative duties the Contributing Jurisdictions deem appropriate; and
- 6) Take all appropriate enforcement action, if necessary, of the sanitary sewer discharge standards of the Contributing Jurisdictions' sewer use ordinances against any non-industrial user in such Contributing Jurisdiction.

In addition, the Control Authority, as authorized agent of the Contributing Jurisdictions, is hereby authorized to take emergency action 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, or which threatens to cause interference, pass through, or sludge contamination.

**4. INDUSTRIAL USER OUTSIDE JURISDICTIONS:**

Before an industrial user located outside of either of the Parties jurisdictional boundaries discharges into the Wastewater Treatment Plant sewer system, the Parties will enter into an agreement with the jurisdiction in which such industrial user is located. Such agreement will be substantially equivalent to this Agreement and must be entered into prior to a discharge from any such industrial user.

**5. ENFORCEMENT COSTS AND REIMBURSEMENT:**

The Control Authority will be initially responsible for all costs incurred by it in implementing and enforcing the Contributing Jurisdiction's pretreatment ordinances and for enforcing, if necessary, the Contributing Jurisdiction's sanitary sewer discharge standards of its sewer use ordinance. The Contributing Jurisdiction in which the non-industrial user or industrial user subject to enforcement is located shall reimburse the Control Authority for all costs reasonably incurred in implementing and enforcing the Contributing Jurisdiction's pretreatment ordinance or for enforcing the Contributing Jurisdiction's sanitary sewer discharge standards of its sewer use ordinance within sixty (60) days of the accounting for same. The Control Authority will provide such Contributing Jurisdiction with a detailed accounting of all such costs.

**6. INVALID TERM:**

If any term of this Agreement is held to be invalid in any judicial action, the remaining terms will be unaffected.

**7. FUTURE REVIEW AND PROVISION:**

The Control Authority and the Contributing Jurisdictions will review and, if necessary, revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. § 1251 et seq.) and rules and regulations (40 CFR Part 403) issued thereunder, as necessary, but at least once every three (3) years on a date to be determined by the Parties hereto.

**8. CONTROL AUTHORITY'S RIGHT TO TERMINATE:**

The Control Authority may terminate this Agreement by providing ninety (90) days written notice to the Contributing Jurisdictions. All benefits and obligations under this Agreement will cease following ninety (90) days from receipt of such notice.

**9. AUTHORITY OF CONTROL AUTHORITY AS AGENT:**

If the authority of the Control Authority to act as agent for the Contributing Jurisdictions under this Agreement is questioned or challenged by any user, court of law, or otherwise, the Control Authority will take whatever action is necessary to ensure 1) the implementation and enforcement of its pretreatment ordinance against its industrial users, including, but not limited to, implementing and enforcing its pretreatment ordinance on its own behalf and/or amending this Agreement to clarify the Control Authority's authority; and 2) the enforcement of the sanitary sewer discharge standards of its sewer use ordinance against non-industrial users, including, but not limited to, enforcing such standards on its own behalf and/or amending this Agreement to clarify the Control Authority's authority.

**10. MODIFICATION OR AMENDMENT:**

Any modifications or amendments of this Agreement shall be in writing and signed by all parties.

**IN WITNESS WHEREOF**, the Mayors of the Parties have each executed this Agreement with the intent that it shall be effective as of the date set forth above.

**CONTROL AUTHORITY:**

Approved as to form:

CITY OF NORTH RIDGEVILLE

By: \_\_\_\_\_  
Andrew J. Crites, Law Director

By: \_\_\_\_\_  
G. David Gillock, Mayor

**CONTRIBUTING JURISDICTIONS:**

Approved as to form:

CITY OF AVON

By: \_\_\_\_\_  
John Gasior, Law Director

By: \_\_\_\_\_  
Bryan K. Jensen, Mayor

Approved as to form:

SHEFFIELD VILLAGE

By: \_\_\_\_\_  
Thomas Smith, Law Director

By: \_\_\_\_\_  
John D. Hunter, Mayor