

# **Green Bay Metropolitan Sewerage District**

## **Sewer Use Ordinance**

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## Chapter 1 - PURPOSE, SCOPE, AND GENERAL PROCEDURES

### 1.05 Adoption

Pursuant to authority granted by Wis. Stats. §200.11(1)(d), the Green Bay Metropolitan Sewerage District hereby adopts the following rules for the supervision, protection, and use of the systems and facilities operated by *GBMSD*. These rules will be effective on January 1, 2004 and shall supersede all other previously enacted *GBMSD* ordinances as of that date. Subsequent to January 1, 2004, all references to former *GBMSD* General Ordinance, Part XI, in an *Industrial Wastewater Discharge Permit* issued prior to January 1, 2004 shall refer to Chapter 7 hereof.

### 1.10 Intent and Purpose

It is the intent and purpose of these rules to:

- (1) establish rules regulating connections to the *GBMSD sewerage system*.
- (2) establish rules for the management, regulation, protection, and use of *receiving stations*.
- (3) establish rules regulating *hauled waste*.
- (4) establish rules limiting or prohibiting the discharge of *wastewater by users* into the *GBMSD sewerage system* which may cause or actually causes any of the following:
  - (a) injury to *GBMSD* employees or any person.
  - (b) interference with the normal operation of the *GBMSD sewerage system* or any part thereof.
  - (c) contamination of the biological processes, sludge, or *effluent* of the *GBMSD sewerage system*.
  - (d) *detrimental effect* on the quality of plant emissions (*effluent*, air, or sludge) which will pass through the system inadequately treated or untreated into the receiving waters or atmosphere of the *State*.
  - (e) interference with the opportunity to recycle, reclaim, and/or dispose of *waste water* and sludge from the *GBMSD sewerage system*.
  - (f) unreasonable maintenance, attention, and expense to *GBMSD*.
- (5) identify the procedures used by *GBMSD* in billing.
- (6) properly identify, monitor, and bill all *users* in compliance with applicable *State* and federal laws, guidelines, and applicable grant terms, if any.
- (7) provide penalties for the violations of these rules including violations of any orders, permits, or notices issued pursuant to them.

These rules apply to every *person* within *GBMSD's* jurisdiction.

If there is any conflict between this *GBMSD* Sewer Use Ordinance and any *state* or federal statute or regulation, then the statutes or regulations of the *state* or the federal government shall be controlling. If there is any conflict between this *GBMSD* Sewer Use Ordinance and any *customer's* ordinance, rule, or regulation, then the rules set forth in this *GBMSD* Sewer Use Ordinance shall be controlling.

### 1.15 Severability

If any provision, paragraph, section, sentence, or part of these rules is invalidated by any court or competent jurisdiction, the remaining provisions, paragraphs, sections, sentences, and parts of these rules shall continue in full force and effect. Severability is expressly intended.

## 1.20 Amendment

The *Commission* reserves the right to amend these rules, in whole or in part, whenever it may deem necessary.

## 1.25 Emergency Rule

Nothing contained in these rules shall be construed as prohibiting the *Commission* or *GBMSD* from adopting any emergency rule in order to preserve the public health, safety, or welfare. Such emergency rules shall be effective only for the period authorized by Wis. Stats. §200.45(1)(c), as amended from time to time.

## 1.30 Name of Ordinance

These rules may be referred to as the *GBMSD* Sewer Use Ordinance.

## 1.35 General Rules of Interpretation

The following shall apply throughout these rules:

### Definitions of Scientific Terms

Scientific terms shall be defined as set forth in Standard Methods for the Examination of Water and Wastewater unless context implies that a dictionary, legal or other definition is intended.

### Singular-Plural

When permitted by the context, use of the singular shall be construed to include the plural and of the plural to include the singular.

## Chapter 2 - DEFINITIONS

**Act** - The Federal Water Pollution Control Act, known as The Clean Water Act, (33 U.S.C. 1251 et seq.), as amended.

**Allocated Interceptor Capacity** - The *interceptor capacity* that is permanently allocated to a *customer*.

**Billing Parameters** – The measured volume and calculated mass of *pollutants* in *wastewater* used for billing purposes. The *billing parameters* as of the date of the adoption of these rules are volume of flow (including *infiltration* and *inflow*), *BOD*, *TSS*, *TP*, and *TKN*. The *Commission* may change *billing parameters* by resolution, from time to time.

**Baseline Monitoring Report** - A document completed by an *industrial user* outlining information required by *GBMSD* to accurately establish discharge status to determine if an *Industrial Wastewater Discharge Permit* is required.

**BOD (Biochemical Oxygen Demand)** - The quantity of oxygen utilized in the biochemical oxidation of organic matter, as determined by standard laboratory procedures in accordance with Wisconsin Administrative Code §NR219.

**Budgeted Expenses** - Forecasted costs included in the annual budget adopted by *GBMSD*.

**Categorical Pretreatment Standards** – Standards specifying quantities or concentrations of *pollutants* or *pollutant* properties which may be discharged into the *GBMSD sewerage system* by *industrial users* as established by rule or order promulgated by the *USEPA* as set forth in 40 CFR 400, et. seq.

**Collection System** - The sewers and appurtenances for collecting, transporting, pumping, metering, sampling, and treating *wastewater* that are part of the *GBMSD sewerage system*, but are not owned by *GBMSD*. A *lateral* and its connection to the *GBMSD sewerage system* are part of a *collection system*.

**Collector** – A sewer owned by a *customer*.

**Commission** - The *Commission* of the Green Bay Metropolitan Sewerage District.

**Comprehensive Plan** - A plan that is adopted, prepared, or amended pursuant to Wis. Stats. §66.1001(1)(a).

**Customer** - Any municipality, as defined in Wis. Stats. §281.01(6), or any *user* that has a contract with *GBMSD* to discharge *wastewater* into the *GBMSD sewerage system*.

**Customer Connection Permit** – A written permit from a *customer* granting a *user* authorization to connect a *lateral* or private sewer to the *GBMSD sewerage system*.

**Delayed Interceptor Cost Recovery Charge** - A charge for *retained interceptor capacity* assessed to a *customer* using an *interceptor segment*.

**Detrimental Effect** - A discharge to the *GBMSD sewerage system*, either alone or in conjunction with other discharges, which would:

- (1) pass through the *GBMSD sewerage system* essentially unchanged or unaffected by *GBMSD's* treatment processes and impact *GBMSD's* ability to meet *WPDES permit* requirements or *GBMSD effluent* goals.
- (2) interfere with the operation and maintenance of the *GBMSD sewerage system*, including, but not limited to, the *GBMSD interceptor system*; the liquid treatment and sludge handling processes; the waste heat recovery processes; the reuse or disposal of *effluent* or sewage sludge by *GBMSD* in accordance with Section 405 of the *Act*, The Solid Waste Disposal Act (SWDA) including Title II, the Clean Air Act, the Toxic Substances Control Act (TSCA), the Resource Conservation and Recovery Act (RCRA), or any *state* regulations contained in a sludge management plan prepared pursuant to Subtitle D of SWDA as applies to *GBMSD's* selected method of sludge management.
- (3) cause *GBMSD* to violate its *WPDES permit*, applicable *State* or federal law or regulation, or contribute to such violation's magnitude or duration.
- (4) create or constitute a hazard to humans or the environment.

**Domestic Wastewater** - *Wastewater* from single or multiple-family dwellings which contain no *pollutants* exceeding the limitations or prohibitions contained in these rules.

**Effluent** - Liquid discharged from a *wastewater treatment facility*.

**ENR CCI** - The Engineering News-Record Construction Cost Index.

**Excess Flow** - That portion of measured flow rate averaged over a thirty-minute interval that exceeds the *interceptor segment* capacity allocated a *customer*.

**Executive Director** - The chief executive officer of the Green Bay Metropolitan Sewerage District, or the authorized designee of the chief executive officer.

**Existing Source** - Any building, structure, facility, or installation from which there is or may be a discharge, the construction of which commenced prior to the publication of the proposed *pretreatment standards* that are applicable to such source.

**Flow Proportional Composite Sample** - A mixture of individual samples of equal volume taken at equal intervals of flow from a *wastewater* stream, without consideration of the time between individual samples.

**Force Main** - A sewer transporting *wastewater* under pressure from a pumping station.

**GBMSD** - The Green Bay Metropolitan Sewerage District.

**GBMSD Connection Permit** – A written permit from *GBMSD* granting a *customer* authorization to connect a *lateral*, private sewer or a *collector* to the *GBMSD interceptor system*.

**GBMSD Interceptor** - A sewer owned by *GBMSD*.

**GBMSD Interceptor System** - The sewers and appurtenances owned by *GBMSD* for collecting, transporting, pumping, metering, and sampling *wastewater*.

**GBMSD Sewerage System** - All facilities used for collecting, transporting, pumping, metering, sampling, treating, and disposing of *wastewater* discharged to *GBMSD*, including all *collection systems*.

**Grab Sample** - A sample that is taken from *wastewater* on a one-time basis with no regard to flow or time.

**Hauled Waste** - *Wastewater* or waste sludges transported to and discharged at a *receiving station*.

**Hauled Waste Permit** - A written permit issued by *GBMSD* to a *hauler* that sets forth the terms and conditions under which the *hauler* may discharge *hauled waste* into the *GBMSD sewerage system* at a *GBMSD* owned *receiving station*.

**Hauler** - Any *person* who transports *hauled waste* to a *receiving station*.

**Industrial Bypass** - The discharge of untreated or partially treated *wastewater* from any portion of a facility for *pretreatment*.

**Industrial User** - Any *user*, other than a *residential user*, who discharges *wastewater* containing *pollutants* into the *GBMSD sewerage system* from any non-domestic source regulated under the *Act* or these rules.

**Industrial Wastewater Discharge Permit** – A written permit from *GBMSD* to a *significant industrial user* that sets forth the terms and conditions under which the *significant industrial user* may discharge *wastewater* into the *GBMSD sewerage system*.

**Infiltration** - Groundwater that enters the *GBMSD sewerage system*.

**Inflow** - Stormwater that enters the *GBMSD sewerage system*.

**Interceptor Capacity** - The total flow rate through an *interceptor segment* that *GBMSD* determines is available for allocation to its *customers*, expressed in cubic feet per second.

**Interceptor Capital Cost** - The sum of (1) the cost of construction or acquisition of an *interceptor segment*; (2) any costs or expenses incurred in connection with obtaining permanent financing for an *interceptor segment* (including, but not limited to attorneys' fees or any other fees in connection with such permanent financing); and (3) the costs or expenses incurred in connection with the interim financing of the construction or acquisition of the *interceptor segment* (including, but not limited to construction period interest, attorneys' fees or any other fees incurred in connection with such interim financing); minus any amount which *GBMSD* recovers through *state* or federal grants for the *interceptor segment*.

**Interceptor Cost Recovery Charge** - A charge assessed to *customers* for *allocated interceptor capacity* in an *interceptor segment*.

**Interceptor Segment** - A designated portion of the *GBMSD interceptor system*.

**Interference** - A discharge of *wastewater* to the *GBMSD sewerage system* by a *user* that, alone or in conjunction with discharges from other sources, causes a *detrimental effect*.

**Lateral** - A sewer for conveying *wastewater* from a *user's* residence or facility to the *GBMSD sewerage system*.

**New Capacity** - The capacity of an *unassessed interceptor segment* acquired or entirely constructed after February 1, 2001, or the increased capacity of a *replacement interceptor segment* acquired or entirely constructed after February 1, 2001.

**New Source** - Any building, structure, facility, or installation from which there is or may be a discharge, the construction of which commenced after the publication of the proposed *pretreatment standards* applicable to such source, provided that:

- (1) the building, structure, facility, or installation is constructed at a site at which no other source is located; or
- (2) the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of *pollutants* at an *existing source*; or
- (3) the production processes or *wastewater* generating processes of the building, structure, facility, or installation that the *Pretreatment Program Coordinator* determines are substantially independent of an *existing source* at the same site.

**Notice of Intent to Discharge** - Written notification to *GBMSD* of the intention of an *industrial user* to discharge *wastewater* from a *new source* into the *GBMSD sewerage system*, or to significantly alter, increase, or decrease the discharge of an *industrial user* from an *existing source*.

**pH** - The negative decimal logarithm of the hydrogen ion concentration expressed in moles per liter.

**Person** - An individual, partnership, firm, limited liability company, corporation, association, joint venture, trust, estate, governmental entity, or any other legal entity. The masculine gender shall include the feminine.

**Pollutant** - Any contaminant present in *wastewater* including, but not limited to, dredged spoil, solid waste, incinerator residue, sewage, garbage, refuse, oil, solvents, flammables, sewage sludge, munitions, chemical wastes, biological materials, radioactive substances, heat, wrecked or discarded equipment, rock, sand, soil, *toxic substances*, and residential, commercial, industrial, or agricultural waste.

**POTW – (Publicly Owned Treatment Works)** - A *wastewater treatment facility* as defined in Section 212 of the *Act*.

**Pretreatment** - The reduction or elimination of *pollutants*, or the alteration of *pollutant* properties prior to discharge into the *GBMSD sewerage system*.

**Pretreatment Program** - A program administered by *GBMSD* that meets the criteria established in Wisconsin Administrative Code §NR 211 and has been approved by the *WDNR*.

**Pretreatment Standards** – Standards specifying quantities and concentrations of *pollutants* and *pollutant* properties which may be discharged into the *GBMSD sewerage system* by *industrial users* according to the terms and conditions outlined in 40 CFR 403, Wisconsin Administrative Code §NR 211, the *categorical pretreatment standards*, and the local limits set forth in these rules.

**Principal Executive Officer** -

- (1) A president, secretary, treasurer, or vice-president in charge of a principal business function of a corporation, if the *user* is a corporation;
- (5) A general partner, proprietor, or member if the *user* is a partnership, proprietorship, or a limited liability company;
- (5) The personal representative or trustee if the *user* is an estate or trust; or
- (4) An authorized representative of the individual designated above, if:
  - (a) such representative is responsible for the overall operation of the facilities from which the discharge originates,
  - (b) the authorization is in writing, and
  - (c) the written authorization is submitted to *GBMSD*.

**Receiving Station** - A point in the *GBMSD sewerage system* which has been approved by *GBMSD* for discharge of *hauled waste*.

**Record** - Any material on which written, drawn, printed, spoken, visual, or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by an authority. A *record* includes, but is not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recording, tapes (including computer tapes), computer printouts, and optical disks. A *record* does not include drafts, notes, preliminary computations, and like materials prepared for the originator's personal use, or prepared by the originator in the name of a *person* for whom the originator is working; materials which are purely the personal property of the custodian, and have no relation to his or her office; materials to which access is limited by copyright or patent; and published materials in the possession of an authority other than a public library which are available for sale, or which are available for inspection at a public library.

**Rental Charge** - The charge assessed to a *customer* by *GBMSD* for the temporary use of *unused capacity* in an *interceptor segment*.

**Replacement Interceptor Segment** - An *interceptor segment* acquired or constructed by *GBMSD* for which *GBMSD* has previously assessed an *interceptor cost recovery charge*.

**Residential User** – A *user* who discharges only *domestic wastewater* into the *GBMSD sewerage system*.

**Retained Interceptor Capacity** – *Interceptor capacity* that is not allocated to a *customer* and is expressly retained by *GBMSD*.

**Septage** - *Wastewater* from a septic tank, soil absorption field, holding tank, vault toilet, or privy. *Septage* does not include the waste from a grease trap.

**Sewer Plan Approval** – A written approval from *GBMSD* granting a *customer* authorization to modify or construct a sewer that is or will be tributary to the *GBMSD sewerage system*.

**Significant Industrial User** –

- (1) All *industrial users* subject to *categorical pretreatment standards*; or
- (2) Any other *industrial user* that:
  - (A) discharges a flow of 25,000 gallons per day or more of process *wastewater* into the *GBMSD sewerage system*;
  - (B) contributes a process *wastewater* which makes up five (5) percent or more of the average organic loading or the average dry weather hydraulic loading of the treatment plant; or
  - (C) is designated as such by *GBMSD* on the basis that the *industrial user* has a reasonable potential for adversely affecting *GBMSD's* operation or violating any *pretreatment standard* or requirement.

**State** - The State of Wisconsin.

**State Market Rate** - The interest rate charged by the *State* for non-subsidized loans under the Clean Water Fund.

**Time Composite Sample** - A mixture of individual samples of equal volume taken at equal intervals of time from *wastewater*, without consideration of flow.

**TKN (Total Kjeldahl Nitrogen)** - The total quantity of free ammonia and organic nitrogen compounds as determined by standard laboratory procedures in accordance with Wisconsin Administrative Code §NR219.

**Toxic Substance** -

- (1) A *pollutant* or combination of *pollutants*, including disease-causing agents, which, after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will, on the basis of the best available scientific information, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction or physical deformations, in such organisms or their offspring; and also
- (2) Any *pollutant* or combination of *pollutants* listed as toxic by the Administrator of the Environmental Protection Agency under the provisions of 301(a) of the *Act*.

**TP (Total Phosphorus)** - The total quantity of phosphorus in *wastewater* as determined by standard laboratory procedures in accordance with Wisconsin Administrative Code §NR219.

**TSS (Total Suspended Solids)** - The total quantity of suspended solids as determined by standard laboratory procedures in accordance with Wisconsin Administrative Code §NR219.

**Unit Rate -**

- (1) For all *customers*, excepting those specified in (2) below, the total *budgeted expenses*, including capital costs, per time period allocated to treating a *billing parameter*, divided by the estimated units of that *billing parameter* to be treated at the *wastewater treatment facilities* during the said time period. *Unit rates* may differ based on location of *wastewater treatment facilities* and other considerations as established by *GBMSD*.
- (2) For a *customer* whose contract with *GBMSD* provides for separate billing of capital costs, the *unit rate* shall be determined by that *customer's* contract.

**Unassessed Interceptor Segment** – An *interceptor segment* acquired or constructed by *GBMSD* for which *GBMSD* has never assessed an *interceptor cost recovery charge*.

**Unused Capacity** – The portion of an *interceptor segment's* *interceptor capacity* that *GBMSD* determines is not being used by *customers*.

**Unreasonable Endangerment Surcharge** – A surcharge levied against any *customer* that discharges flow which exceeds its *allocated interceptor capacity*.

**USEPA** – United States Environmental Protection Agency.

**User** - Any *person* that directly or indirectly discharges *wastewater* into the *GBMSD sewerage system*.

**Wastewater** - The combination of water and water-carried wastes which is discharged to the *GBMSD sewerage system*, and *infiltration* and *inflow*.

**Wastewater Treatment Facilities** - The structures, equipment, and processes for the treatment of *wastewater*.

**WDNR** - Wisconsin Department of Natural Resources.

**WPDES (Wisconsin Pollutant Discharge Elimination System) Permit** – A permit issued by the *WDNR* for the discharge of *pollutants* into the navigable waters of the *State* pursuant to Wis. Stats. §238.

## **Chapter 3 - ANNEXATION**

### **3.05 Annexation of Territory**

Territory may be added to *GBMSD* in accordance with the provisions of Wis. Stats. §200.15. Where an annexation is by direct petition pursuant to Wis. Stats. §200.15(2), the petitioning municipality shall pay to *GBMSD* an annexation charge in such amount as the *Commission* may determine, from time to time. A petition for annexation pursuant to Wis. Stats. §200.26(2) shall be accompanied by such information as

required by law and as may be required by the *Commission* in order for the *Commission* to act on the petition.

## **Chapter 4 - APPROVAL AND CONSTRUCTION OF *COLLECTION SYSTEMS***

### **4.05 *Collection System Plan Approval***

A *customer* shall obtain a *sewer plan approval* prior to constructing, altering, or extending a *collection system*, or connecting a *collection system* to the *GBMSD sewerage system*.

An application for a *sewer plan approval* shall be made by a written request from the *customer* to include the following:

- (1) two (2) complete sets of plans, specifications, and required *WDNR* forms for sewer extensions.
- (2) map(s) showing:
  - (a) the location of the work.
  - (b) the ultimate tributary drainage basin(s). A current copy of the *customer's* drainage basin map(s) may be kept on file with *GBMSD* so they do not have to be submitted with each *sewer plan approval* request.
  - (c) the immediate service area of the proposed sewer extension for sewers eight inches in diameter or larger and for connections to the *GBMSD sewerage system*.
- (3) the size, type, and grades of proposed sewers.
- (4) the elevations of sewer inverts and the manhole tops.
- (5) the distance between manholes.
- (6) complete details of all appurtenances. A *customer's* current standard details may be kept on file with *GBMSD* so they do not have to be submitted with each *sewer plan approval* request.
- (7) a third complete set of plans, specifications, and *WDNR* forms if the flow from the *collection system* will be tributary to a *POTW* not owned by *GBMSD*. This set of documents will be forwarded by *GBMSD* to the *POTW*.
- (8) detailed engineering evaluation of proposed pumping and control systems if the *customer's* application for *sewer plan approval* proposes a connection to a *GBMSD force main*. *GBMSD* will allow a connection to a *GBMSD force main* only under special conditions and the *sewer plan approval* will specify how the connection will be made.
- (9) current *comprehensive plans*, facility plans, or other information as may be requested by *GBMSD*.

*GBMSD* will forward applications for a *sewer plan approval* to the appropriate planning agency for review and comment regarding consistency with adopted local and regional plans.

A letter summarizing the *Commission's* approval or denial will be provided to the *customer* after a decision is made on the *customer's* application for *sewer plan approval*.

If the *sewer plan approval* application includes existing sewers not previously approved by *GBMSD*, *GBMSD* may require: (1) complete *record* drawings be submitted to it; and/or (2) that the *customer* perform an investigation for defects and submit the results to *GBMSD*. Prior to granting a *sewer plan approval*, *GBMSD* may require specific alterations, new construction, or changes in operation or maintenance of the existing sewer not previously approved by *GBMSD*.

Any request for *sewer plan approval* shall include the acknowledgment that any manhole constructed over an existing *GBMSD interceptor* shall be constructed to *GBMSD's* standards and shall be owned by *GBMSD* after construction.

*GBMSD* may establish a fee for review of an application for a *sewer plan approval* to cover its cost of such a review.

#### **4.10 Requirements for Plans and Specifications for Sewer Construction**

All plans and specifications required to be submitted in connection with an application for a *sewer plan approval* shall:

- (1) be prepared and sealed by a *State*-licensed professional engineer;
- (2) be prepared following the guidelines established by the latest edition of Recommended Standards for Wastewater Facilities adopted by the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers (also known as "Ten States Standards"), Standard Specifications for Sewer and Water Construction in Wisconsin; or *customer's* standard specifications approved by the *WDNR*;
- (3) be in accordance with appropriate Wisconsin Administrative Codes;
- (4) be in digital format or of a plan size not to exceed 36 inches long by 24 inches wide nor smaller than 17 inches long by 11 inches wide, unless otherwise authorized by *GBMSD*; and
- (5) base all elevations upon a clearly defined datum referenced to the U.S. Geodetic Survey.

#### **4.11 Ownership of Connections to GBMSD Interceptor System**

A *customer* shall own the point of connection of a *lateral* or private sewer from a *user* to the *GBMSD interceptor system*, including, but not limited to, the lateral wye or tee fitting or saddle.

#### **4.12 GBMSD Connection Permit**

Only a *customer* shall have the right to connect a *lateral*, private sewer or *collector* to the *GBMSD sewerage system*. A *customer* shall not connect a *lateral*, private sewer, or *collector* to the *GBMSD interceptor system* without obtaining a *GBMSD connection permit*. Such connection to the *GBMSD sewerage system* shall be performed in the presence of a *GBMSD* inspector. *GBMSD* may establish a fee for a *GBMSD connection permit* to cover its cost of providing such inspection. Such fee shall be payable upon the application for a *GBMSD connection permit*.

#### **4.13 Notice of Connection and Right of Inspection**

A *customer* shall give *GBMSD* written notice at least five (5) business days prior to any connection of a *lateral*, private sewer, or *collector* to the *GBMSD interceptor system*, or the commencement of the construction, alteration, or extension of a *lateral*, private sewer, or *collection system* within the area of any *GBMSD* easement. The form of such notice shall be as established by *GBMSD*. The *customer* shall also give *GBMSD* notice of the exact time of the connection at least five (5) hours before the connection is undertaken. In the event that a *customer* fails to give either of said notices, and a connection is made to the *GBMSD interceptor system* without being inspected by *GBMSD*, *GBMSD* may require the *customer* to excavate the connection to allow proper inspection thereof.

#### **4.15 Customer Connection Permit**

No *person* shall connect a *lateral* or private sewer to the *GBMSD sewerage system* without obtaining a *customer connection permit* from the *customer* where the connection is being made. All *lateral* connections to the *GBMSD sewerage system* shall be constructed in compliance with the requirements set forth in Section 4.20, below.

#### **4.20 Construction Requirements for *Collection Systems***

Each *customer* shall require that its *collection system* and any connections to the *collection system* or *GBMSD interceptor system* meet the following requirements:

- (1) be constructed in accordance with the plans and specifications which were submitted to and approved by *GBMSD* as part of the *customer's* request for *sewer plan approval*.
- (2) be constructed by a qualified contractor.
- (3) be inspected by a *State*-licensed professional engineer or designee under his direct supervision, which inspections shall be properly documented by such engineer.
- (4) have *infiltration* or other approved tests performed and documented.
- (5) meet the *GBMSD infiltration* and *inflow* standards established by *GBMSD* from time to time.
- (6) have a rate of *infiltration* and *inflow* into the *GBMSD sewerage system* not exceeding 200 gallons per inch diameter per mile of sewer per day.
- (7) have a rate of *infiltration* and *inflow* between any two adjacent manholes not exceeding 400 gallons per inch diameter per mile of sewer per day.
- (8) have all visible leaks repaired.
- (9) have no *inflow* connections.
- (10) be constructed in accordance with Wisconsin Administrative Code.
- (11) be constructed following the guidelines established by the latest edition of Recommended Standards for Wastewater Facilities adopted by the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers (also known as "Ten States Standards"), Standard Specifications for Sewer and Water Construction in Wisconsin, or *customer's* standard specifications approved by the *WDNR*.
- (12) have manholes with self-sealing-type covers and concealed pick holes.
- (13) have manholes located in ditches, roadway gutters, or other areas subject to surface flooding flood-proofed as required by the Wisconsin Administrative Code.

#### **4.35 Grease, Oil, and Sand Traps**

Liquid waste containing excessive amounts of grease, flammable wastes, sand, or other harmful ingredients shall require the installation of grease, oil, or sand traps. The requirement to install a grease, oil, or sand trap shall be as set forth in the Wisconsin Administrative Code or by the *Executive Director*. Such traps shall not be required for private living quarters or dwelling units. All traps shall be of a type and capacity approved by *State* and local plumbing codes, and shall be located so as to be readily and easily accessible for cleaning and inspection. Grease and oil traps shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. Grease, oil, and sand traps shall be of substantial construction, watertight, and equipped with easily removable covers. Where installed, all grease, oil, and sand traps shall be kept operational at all times and shall be maintained by the *user*.

#### **4.50 Record Drawings**

Following completion of construction, alteration, or extension of a *collector*, complete and accurate record drawings of constructed sewers shall be prepared and sealed by a *State*-licensed professional engineer.

Record drawings of a *customer's collection system*, including *lateral*, *wye*, and *tee* connections, shall be retained in *customer* files and updated as needed to reflect changes. Record drawings of *collectors* shall be available for inspection by *GBMSD* at its request. In the event *GBMSD* acquires all or a portion of a *customer's collection system*, the *customer* shall provide *GBMSD* with copies of all available *records*

pertaining to the acquired *collection system* including, but not limited to, easements, record drawings and specifications, shop drawings, and geotechnical information.

#### **4.55 Record of Sewer Plans**

A copy of a current plan of its *collection system* showing all sewers, except *laterals*, that are tributary to *GBMSD* shall be submitted by each *customer* to *GBMSD* annually. The plan shall show manhole inverts, available rim elevations, distances between manholes, pipe sizes, and pipe grades in conformance with the record drawings. Rim elevations for portions of *collection systems* constructed after January 1, 2004, shall be included in the submission of record drawings. The plan shall be of a scale not smaller than one (1) inch = six hundred (600) feet unless otherwise approved. All *collection system* construction projects completed each year shall be incorporated in the *collection system* master plan and submitted to *GBMSD* by April 1 of the following year. The *collection system* master plan shall be submitted in printed form and in electronic format acceptable to *GBMSD*.

*Records* of connections, such as *lateral*, wye, and tee connections to *collection systems*, shall be kept by each *customer* and shall be available for inspection by *GBMSD*.

#### **4.60 Construction Over or Within a GBMSD Easement**

No building, structure, wall or other above-ground obstruction, including additional fill material, shall be placed, erected, installed, or permitted over or within an easement of any *GBMSD interceptor* without prior written approval of *GBMSD*.

#### **4.70 Authorization to Enter a GBMSD Interceptor System**

No *person* shall open or enter the *GBMSD interceptor system* without prior authorization from *GBMSD*. The request for authorization shall include the reason, date, time, and duration of entry.

### **Chapter 5 - GBMSD INTERCEPTOR CAPACITY AND COST RECOVERY**

#### **5.05 Interceptor Ownership**

*GBMSD* will determine which sewers it will own.

In the event *GBMSD* determines that an *interceptor segment* serves or is intended to serve only one *customer*, *GBMSD* shall have the option of offering to transfer such *interceptor segment* with any available related *records* to the *customer* being served by that *interceptor segment*. If such transfer occurs, the *customer* will thereafter be responsible for future operation and maintenance of the transferred *interceptor segment*. Should the *customer* not accept *GBMSD*'s offer to transfer the *interceptor segment* to the *customer*, then *GBMSD* may abandon the *interceptor segment*.

Nothing contained in this rule shall be construed to grant rights to any *person* to compel *GBMSD* to retain ownership, or to defer its transfer or abandonment, of an *interceptor segment* that serves only one *customer*.

*GBMSD* will maintain a file of *interceptor segments* abandoned pursuant to this rule.

#### **5.10 Allocation of Interceptor Capacity**

Pre-February 1, 2001 Allocation of Interceptor Capacity

The *interceptor capacity* in an *interceptor segment* acquired or partially constructed prior to February 1, 2001, shall be as agreed upon or established by *GBMSD* prior to February 1, 2001.

Post-February 1, 2001 Allocation of *Interceptor Capacity*

New *interceptor capacity* in an *interceptor segment* acquired or entirely constructed after February 1, 2001, shall be allocated among the *customers* of such *interceptor segment* and *GBMSD* as may be agreed upon by *GBMSD* and the *customers*. In the event *GBMSD* and the *customers* cannot agree upon the allocation of the *new capacity*, the *new capacity* shall be allocated among the *customers* and *GBMSD* as *GBMSD* may reasonably determine.

**5.15 Allocation of *Retained Interceptor Capacity***

*GBMSD* may determine that it is cost effective to construct an *interceptor segment* in which *GBMSD* should hold *retained interceptor capacity*. *GBMSD* may allocate *retained interceptor capacity* to a *customer* at the request of a *customer*. *GBMSD* may also allocate *retained interceptor capacity* to a *customer* on its own initiative when it determines that the *customer's* existing *interceptor capacity* in the *interceptor segment* is not adequate to accommodate existing or projected increases in the *customer's* use of the *interceptor segment*. In making such a determination, *GBMSD* may consider changes which affect or may affect the *customer's* use of the *interceptor segment*; e.g., increases in a *customer's* sewer service area; political annexations of additional territory by the *customer*; new industries locating in the *customer's* territory; or general increases in the *customer's* use of the *interceptor segment*. Charges for exceeding *allocated interceptor capacity* are set forth in Section 9.45.

The decision to allocate *retained interceptor capacity* to a *customer* upon a *customer's* request, or on its own initiative, shall be solely within the discretion of *GBMSD*.

**5.20 *Interceptor Cost Recovery Charge***

In every instance where *GBMSD* constructs or acquires an *unassessed interceptor segment*, or a *replacement interceptor segment* with *new capacity*, it shall assess an *interceptor cost recovery charge* against the *customers* of the newly-acquired or constructed *interceptor segment*. No *interceptor cost recovery charge* shall be assessed in instances where *GBMSD* constructs a *replacement interceptor segment* that does not have any *new capacity*.

Pre-February 1, 2001 *Interceptor Cost Recovery Charge*

For *interceptor segments* acquired or partially constructed before February 1, 2001, the *interceptor cost recovery charge* shall be as agreed or established by *GBMSD* prior to February 1, 2001.

Post-February 1, 2001 *Interceptor Cost Recovery Charge*

For *interceptor segments* acquired or entirely constructed after February 1, 2001, the *interceptor cost recovery charge* shall be the *interceptor capital cost* of the *interceptor segment*.

Allocation of *Interceptor Cost Recovery Charge*

*GBMSD* shall calculate *interceptor cost recovery charges* among its *customers* that have been allocated *new capacity* in an *interceptor segment* on an *interceptor segment-by-interceptor segment* basis.

Allocation of Pre-February 1, 2001 *Interceptor Cost Recovery Charges* and Schedule of Payments

For *interceptor segments* acquired or partially constructed before February 1, 2001, the allocation to *customers* of the *interceptor cost recovery charge* and the schedule of payments of the *interceptor cost recovery charge* shall be as agreed or established by *GBMSD* prior to February 1, 2001.

#### Allocation of Post-February 1, 2001 Interceptor Cost Recovery Charges

For *interceptor segments* acquired or entirely constructed after February 1, 2001, the allocation of *interceptor cost recovery charges* to *customers* shall be as agreed between *GBMSD* and the *customers* using the *interceptor segment*. In the event *GBMSD* and the *customers* are unable to come to an agreement regarding the allocation of the *interceptor cost recovery charge*, the following shall apply:

- (1) for an *interceptor segment* of a non-replacement *interceptor segment*, a *customer* using that *interceptor segment* shall be allocated a pro rata portion of the *interceptor cost recovery charge* based on the ratio of a *customer's* allocated *interceptor capacity* divided by the total allocated *interceptor capacity* plus any retained *interceptor capacity*.
- (2) for an *interceptor segment* of a replacement *interceptor segment* which contains *new capacity*, a *customer* of that *interceptor segment* shall be allocated a pro rata portion of the *interceptor cost recovery charge* based on the ratio of a *customer's* increase in allocated *interceptor capacity* divided by the total allocated *interceptor capacity* plus any retained *interceptor capacity*.

#### Post-February 1, 2001 Interceptor Cost Recovery Charges Schedule of Payments

Any *interceptor cost recovery charge* shall be paid by a *customer* in equal installments, plus interest at the *state market rate*, amortized over twenty (20) years; provided, however, that a *customer* may prepay *interceptor cost recovery charges* at any time.

#### **5.25 Delayed Interceptor Cost Recovery Charge**

When retained *interceptor capacity* is allocated to a *customer*, a *delayed interceptor cost recovery charge* shall be assessed to the *customer*.

#### Pre-February 1, 2001 Delayed Interceptor Cost Recovery Charge

A *delayed interceptor cost recovery charge* assessed prior to February 1, 2001 shall be as agreed to or established by *GBMSD* prior to February 1, 2001.

#### Post-February 1, 2001 Delayed Interceptor Cost Recovery Charge

For a *delayed interceptor cost recovery charge* assessed after February 1, 2001, the *delayed interceptor cost recovery charge* shall be the *interceptor capital cost* of the *interceptor segment*, increased for the cost of construction. For purposes of this rule, the increase in the cost of construction shall be the percentage increase in the *ENR CCI* as of the date of the assessment over the *ENR CCI* as of the date of final acceptance or acquisition of the *interceptor segment*.

#### Schedule of Payment for a Delayed Interceptor Cost Recovery Charge

A *delayed interceptor cost recovery charge* shall be paid by a *customer* in equal installments, plus interest at the *state market rate*, amortized over twenty (20) years; provided, however, that a *customer* may prepay the *delayed interceptor cost recovery charge* at any time.

#### **5.30 Temporary Use of Interceptor Facility**

*GBMSD* may, at its sole discretion, permit a *customer* to temporarily use *unused capacity* in an *interceptor segment*. If a *customer* desires to enter into a temporary use agreement, it shall submit a written request to *GBMSD* identifying the *interceptor segment* or *segments* where temporary use is requested, and setting forth the *interceptor capacity* and length of term desired. In the event that the *Commission* approves a request for temporary use of *unused capacity*, *GBMSD* shall assess an annual *rental charge* to the *customer* that shall be in addition to any other charge due and owing by the *customer* to *GBMSD*.

Pre-February 1, 2001 Temporary Use Agreements

A temporary use agreement entered into prior to February 1, 2001 shall remain in effect for its term.

Post-February 1, 2001 Temporary Use Agreements

For temporary use agreements entered into after February 1, 2001, the annual *rental charge* shall be determined pursuant to the following formula:

$$0.3 \times A \times C \div B$$

where:

"A" is the *unused capacity* in the *interceptor segment* that a *customer* is permitted to use pursuant to a temporary use agreement;

"B" is the *interceptor capacity* of that *interceptor segment*;

"C" is one-twentieth (1/20th) of the sum of all of the payments necessary to amortize the *ENR CCI* adjusted *interceptor capital cost* of the *interceptor segment* over twenty (20) years at the *State market rate* in effect on the commencement date of the temporary use agreement; and the *ENR CCI* adjusted *interceptor capital cost* is calculated by increasing the capital cost of the *interceptor segment* by the percentage increase in the *ENR CCI* as of the date of the temporary use agreement over the *ENR CCI* as of the date of the acquisition or final acceptance of the *interceptor segment*.

Temporary use agreements may be entered into by *GBMSD* for a term of up to thirty (30) years; provided, however, that the *customer* agrees that the temporary use agreement will terminate or be amended in the event that *GBMSD* upsizes the *GBMSD interceptor*. Such temporary use agreements may be renewed by *GBMSD* upon written request of the *customer* for additional terms, but each such renewal shall require separate written requests and separate approval action by the *Commission*.

**5.35 Use of Interceptor Cost Recovery Charge Payments and Rental Charges by GBMSD**

*Interceptor cost recovery charge* payments received by *GBMSD* may be used by *GBMSD* in such manner as the *Commission* may determine; provided, however, that in the absence of a direction from the *Commission*, *interceptor cost recovery charge* payments shall be kept in a separate restricted fund balance and shall be used to pay any debt incurred in connection with the construction of an *interceptor segment*. *Rental charges* shall be treated as miscellaneous revenue.

**5.40 Operation and Maintenance Expenses of the GBMSD Interceptor System**

Operation and maintenance expenses of the *GBMSD interceptor system* shall be paid by *GBMSD* as a general *GBMSD* expense.

**Chapter 6 - PROHIBITED DISCHARGES AND LOCAL LIMITS**

**6.05 Prohibitions on Discharge**

No *user* shall discharge or cause to be discharged any of the following into the *GBMSD sewerage system*:

- (1) any *waste water* in violation of *State* discharge limitations established pursuant to Wis. Stats. §283.21.

- (2) any *wastewater* which would cause a *detrimental effect*.
- (3) any *wastewater* or vapor having a temperature higher than 150 degrees Fahrenheit (65 degrees Centigrade) or lower than 32 degrees Fahrenheit (0 degrees Centigrade).
- (4) any *wastewater* that creates a fire or explosion hazard, including, but not limited to, *wastewater* with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Centigrade) using the test methods specified in 40 CFR 261.21.
- (5) any volatile substance that causes two consecutive air monitor readings greater than five percent (5%) or any single reading greater than ten percent (10%), of the Lower Explosive Limit (LEL). Examples of volatile substances include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohol, ketones, aldehydes, and peroxides. Benzene concentrations shall not exceed 0.5 mg/L. Total BTEX (benzene, toluene, ethylbenzene, xylenes) concentrations shall not exceed 1.0 mg/L.
- (6) any solid waste greater than 1 inch diameter.
- (7) any *wastewater* having color, the discharge of which is prohibited by the *WDNR*.
- (8) any *wastewater* that exceeds the most stringent requirement or limitation set forth in federal, *state*, or local regulations.
- (9) any noxious or malodorous liquids, gases, or solids, or any *pollutants* that result in the presence of toxic gases, vapors, or fumes that alone or in combination create a public nuisance or worker health or safety hazard.
- (10) any radioactive wastes or isotopes, except those with a half-life or concentration that complies with the *Act* and are authorized in writing by *GBMSD*.
- (11) any oil or grease or their by-products in amounts that cause a *detrimental effect*.
- (12) any *wastewater* having a *pH* lower than 5.0 s.u. or higher than 10.0 s.u., with the following exceptions:
  - (a) The total time that the *pH* is outside the 5.0 to 10.0 s.u. range shall not exceed seven (7) hours twenty-six (26) minutes within a calendar month nor sixty (60) consecutive minutes at any time. In cases that a full month of *pH* monitoring data is not available, compliance with the standard will be maintained if *pH* values do not exceed the 5.0 to 10.0 s.u. range for more than 1% of the total *pH* monitoring minutes.
  - (b) The *user* has been granted a written *pH* variance from *GBMSD*.

## 6.10 *pH* Variances

An *industrial user* may request a variance in the *pH* limits for its *wastewater* by submitting a request in writing to the *GBMSD Executive Director* and with a copy to the *customer* that owns the *collector*. The *GBMSD Executive Director* may, in his/her sole discretion, grant a variance for the discharge of *wastewater* to the *GBMSD sewerage system* with a *pH* greater than 10.0 s.u. but less than or equal to 12.5 s.u., under the following conditions:

- (1) the *industrial user* agrees to install and operate, at its cost, equipment to continuously monitor and record the *pH* of the *industrial user wastewater* at the point where it exits the *industrial user's* facility (the "exit point"). The location of the exit point must be approved by *GBMSD* in writing. The *industrial user* shall submit such recordings to *GBMSD* within fifteen (15) days after the end of the month during which the recordings are generated; and
- (2) the *industrial user* agrees to pay *GBMSD* for all costs incurred in televising the receiving sewers at the time of granting the variance and at intervals thereafter as determined by *GBMSD*.

No *pH* variance shall be issued for *wastewater* with a *pH* below 5.0 s.u. or above 12.5 s.u.

Granting of a *pH* variance to an *industrial user* shall in no way relieve the *industrial user* of any liability for damage to the integrity of the receiving sewer. Damage to or deterioration of the receiving sewer will be the financial responsibility of the *industrial user*.

Any *pH* variance may be revoked by the *GBMSD Executive Director* at any time and for any reason. Each variance is specific to the *industrial user* and the *industrial user's* location referred to in the request for variance. *pH* variances are not transferable and *industrial users* shall request a *pH* variance at any new location if the *industrial user* or its discharge location is relocated.

**6.13 Combined Discharge Authorization**

Upon written approval of *GBMSD*, two or more *users* may collectively elect compliance based on the *pH* of their combined *wastewater*. Each *user* approved for collective compliance shall discharge *wastewater* directly to the *GBMSD sewerage system* through a common sewer that is continuously maintained and repaired at the expense of the *users*. The *users* shall continuously monitor the *pH* of the individual and combined discharges as approved by *GBMSD*.

Any *users* of a group that has been approved by *GBMSD* to comply with the *GBMSD pH* requirement on a combined *wastewater* basis shall each be in compliance with *GBMSD pH* limitations if the *pH* of the combined *wastewater* is within the 5.0-10.0 s.u. range. If the combined *wastewater* of an approved group of *users* is found to be outside the 5.0-10.0 s.u. range, then continuous *pH* monitoring *records* of each *user* in the group shall be examined. In such event, any of the *users* of the group found to have exceeded the 5.0-10.0 s.u. range will be in violation of this section.

*GBMSD* may withdraw combined discharge authorization if repeated combined discharge excursions outside the 5.0 - 10.0 s.u. range occur.

**6.15 Local Limitations**

A *user* shall not discharge *wastewater* into the *GBMSD sewerage system* containing *pollutants* in amounts exceeding both the concentration and mass limitations stated below; except for mercury and acrylonitrile for which a *user's wastewater* shall not exceed the concentration limitations set forth below. These limitations apply to a normal sampling event as determined by the *Pretreatment Program Coordinator*. Where federal, *State*, or local regulations outline different limitations for the same *pollutant*, the more stringent limitation shall apply.

	Concentration <u>mg/L</u>	Mass <u>Pounds/24 hrs.</u>
Arsenic (Total)	0.5	0.2
Cadmium (Total)	2.0	0.8
Chromium (Total)	10.0	4.0
Copper (Total)	5.0	2.0
Cyanide (Total)	5.0	2.0
Lead (Total)	0.5	0.2
Mercury (Total)	0.02	-
Nickel (Total)	10.0	4.0
Zinc (Total)	15.0	6.3
Acrylonitrile	1.0	-

## **6.20 Storm and Other Unpolluted Waters**

Connection of existing or proposed storm sewers, catch basins, curb inlets, or combined sewers to the *GBMSD sewerage system* is prohibited.

Stormwater or other unpolluted water shall not be discharged to the *GBMSD sewerage system* without *GBMSD's* prior approval.

## **6.25 Dilution**

Except where expressly authorized to do so by an applicable *pretreatment standard* or requirement, an *industrial user* shall not increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a *pretreatment standard* or requirement. *GBMSD* may impose mass limitations on *industrial users* that are suspected of using dilution to meet applicable *pretreatment standards* or requirements, or in other cases when the imposition of mass limitations is appropriate.

## **6.35 Accidental Discharges**

*Industrial users* shall provide protection from the accidental discharge of prohibited materials and other substances regulated by this rule. Plans and operating procedures for facilities to prevent the accidental discharge of these materials shall be reviewed by *GBMSD* and constructed and maintained at the *user's* expense. Plans and operating procedures for these spill prevention facilities shall be submitted for review by *GBMSD* before construction begins. The review by *GBMSD* of such plans and operating procedures shall in no way relieve the *user* from the responsibility of complying with the terms and conditions of these rules.

## **6.40 Notification**

Any *user* that discharges *wastewater* into the *GBMSD sewerage system* which is prohibited by this rule shall immediately notify *GBMSD* and the *customer* where the discharge occurred. Such notification shall be delivered verbally to an appropriate representative of *GBMSD* and the applicable *customer*. Leaving a message in *GBMSD's* or the applicable *customer's* voice mail system does not satisfy this notification requirement. The notification shall include the location of discharge, time of occurrence, type of waste, concentration, volume, duration, corrective action, and any other pertinent information. The verbal notification to *GBMSD* and the applicable *customer* shall be followed within five (5) days with a detailed, written report to *GBMSD* and the applicable *customer* describing what occurred, why it occurred, what was done to correct the problem, and what corrective action will be taken to prevent future occurrences. The *Executive Director* and applicable *customer* shall be notified upon completion of the corrective action.

Each *industrial user* shall maintain and permanently post in a conspicuous place a notice giving its employees the current emergency telephone numbers of *GBMSD* and the applicable *customer* to call in the event the *user* discharges *wastewater* in violation of this rule. Each *industrial user* shall make available to its appropriate employees copies of this rule and any other *waste water* information and notices provided by *GBMSD*.

Notification of violation pursuant to this section does not relieve the *user* of liability for any expense, loss, or damage to the *GBMSD sewerage system*, or for any fines imposed on *GBMSD* as a consequence of the discharge.

## Chapter 7 - *PRETREATMENT REQUIREMENTS*

### 7.05 General

It is the responsibility of each *user* to contact *GBMSD* to determine whether its discharges are subject to the *pretreatment standards*. *Users* found to be discharging *wastewater* subject to the *pretreatment standards* without an *Industrial Wastewater Discharge Permit* are in violation of this rule.

### 7.10 Limited Term Permit

*GBMSD* may issue a renewable permit with a term no greater than one (1) year for a discharge to the *GBMSD sewerage system* that is temporary in nature or that may be under consideration for an *Industrial Wastewater Discharge Permit*. At a minimum, the permit will designate the term of the permit, the *pollutants* to be regulated, and the concentration limitations for those *pollutants*. *GBMSD* will establish a fee schedule to recover all costs associated with issuing a limited term permit.

### 7.20 Determination of Need For An *Industrial Wastewater Discharge Permit*

*GBMSD* may determine that an *industrial user* has the potential to be classified as a *significant industrial user*. Upon such determination, *GBMSD* will require the *industrial user* to submit a *Baseline Monitoring Report* to determine the discharge classification for the *industrial user*. Such determination will be made within ninety (90) days of *GBMSD's* receipt of a completed *Baseline Monitoring Report*. Any *industrial user* classified as a *significant industrial user* shall be issued an *Industrial Wastewater Discharge Permit*. If an *industrial user* does not agree with this determination, it may appeal the *significant industrial user* determination under this rule. *GBMSD* will also determine an *industrial user's* categorical classification. If an *industrial user* does not agree with this determination, it may appeal the categorical classification determination under this rule. If an *industrial user* does not agree with the results of the appeal under this rule, further appeals may be made to the *WDNR* and *USEPA*.

*Industrial users* that discharge from *new sources* shall submit a *Baseline Monitoring Report* to *GBMSD* at least ninety (90) days prior to the commencement of a discharge from a *new source*. *Industrial users* shall have all *pretreatment* equipment required to meet applicable *pretreatment standards* operational prior to any discharge from a *new source*. Within the shortest feasible time, not to exceed ninety (90) days, discharges from *new sources* must meet all applicable *pretreatment standards*.

*Significant industrial users* shall comply with applicable *categorical pretreatment standards* within three (3) years of the date the standards are effective, unless a shorter compliance time is specified. Within one hundred eighty (180) days of the date of promulgation of *categorical pretreatment standards*, any *industrial user* discharging *wastewater* from a process regulated by such standards shall submit to *GBMSD* a *Baseline Monitoring Report*.

### 7.22 Notice of Intent to Discharge for New Construction

Each *industrial user* that has the potential to be classified as a *significant industrial user* shall file with *GBMSD* a written *notice of intent to discharge* at least sixty (60) days prior to commencing construction of facilities that will create or alter discharge *wastewater* to the *GBMSD sewerage system*. A *notice of intent to discharge* shall not be required where changes in volume or characteristics will result from shifts in existing production levels at the *industrial user's* facility.

The *notice of intent to discharge* shall contain information as required to evaluate the effect of the proposed new or altered discharge into the *GBMSD sewerage system*. A *principal executive officer* of the *industrial user* or his/her designee shall sign the *notice of intent to discharge*. A copy of the *notice of*

*intent to discharge* shall also be submitted to the *customer* where the discharge will occur. Based on *GBMSD's* evaluation of the *notice of intent to discharge*, a *Baseline Monitoring Report* may be required.

### **7.25 Industrial Wastewater Discharge Permits**

*Industrial Wastewater Discharge Permits* will contain any or all of the following conditions:

- (1) limitations on the average and/or maximum concentration, mass, and characteristics of *wastewater pollutants* that may be discharged.
- (2) limitations on the average and/or maximum rate and time of discharge or requirements for flow regulations and equalization.
- (3) requirements for installation and maintenance of sampling and monitoring facilities.
- (4) specifications for monitoring programs, which may include sampling locations, frequency of sampling, sample types, testing standards, and reporting schedules.
- (5) compliance schedules.
- (6) requirements for submission of various reports.
- (7) requirements for maintaining, retaining, and granting access to plant *records* relating to *wastewater* discharge.
- (8) requirements for notifying *GBMSD* of the addition of any new *wastewater pollutant* or a substantial change in the concentration, volume, or characteristics of *wastewater* discharged into the *GBMSD sewerage system*.
- (9) a statement of permit duration.
- (10) a statement of non-transferability.
- (11) a statement of applicable civil and criminal penalties for violation of *pretreatment standards* and requirements.
- (12) other conditions as deemed appropriate by *GBMSD* to ensure compliance with this rule.

The terms and conditions of an *Industrial Wastewater Discharge Permit* may be subject to modification by *GBMSD* at any time. Any modifications to an *Industrial Wastewater Discharge Permit* will include a reasonable time schedule for compliance.

All *Industrial Wastewater Discharge Permits* shall be issued for a term not to exceed five (5) years. To renew an *Industrial Wastewater Discharge Permit*, the permittee shall submit an *Industrial Wastewater Discharge Permit* renewal application at least one hundred eighty (180) days prior to the expiration date.

*Industrial Wastewater Discharge Permits* cannot be assigned to another *industrial user* or transferred to another location without the prior written approval of *GBMSD*.

### **7.28 Wastewater Pretreatment Facilities**

*Users* shall provide *wastewater* treatment as necessary to comply with these rules and shall, at the *user's* expense, achieve compliance within the time limitations specified by *GBMSD*.

Detailed plans showing the *pretreatment* facilities and operating procedures shall be submitted for review and use by *GBMSD*. The review of such plans and operating procedures will in no way relieve the *user* from the responsibility of modifying the facility as necessary to produce an *effluent* that will not violate any provision of these rules.

Any subsequent modification in the *pretreatment* facilities or operating procedures shall be reported to *GBMSD* prior to the *user's* proposed modification.

### **7.30 Industrial Pretreatment Monitoring**

*GBMSD* will determine the number and locations of sample points required to conduct compliance monitoring and self-monitoring under the *pretreatment program*. *GBMSD* will determine the required number, type, and frequency of sampling and laboratory analysis to determine compliance with the *pretreatment standards*.

*GBMSD* may require a *significant industrial user* to construct, at the *significant industrial user's* expense, a sampling manhole to allow inspection, sampling, and flow measurement of each *non-domestic wastewater* discharge into the *GBMSD sewerage system*. The manhole location shall be approved by *GBMSD*. Construction shall be in accordance with all applicable *GBMSD* and local construction standards and specifications. The sampling manhole shall be maintained by the *significant industrial user* in a safe and proper operating condition.

*GBMSD* shall have the right to set up on the *significant industrial user's* property such devices necessary to conduct sampling, compliance monitoring, metering operations, or any other activities necessary to ensure compliance with this rule. *GBMSD* shall have access to the *significant industrial user's* facility at all times.

*GBMSD* will randomly analyze the discharge from each *significant industrial user* at least twice per year and conduct surveillance activities in order to verify the *significant industrial user's* compliance with its *Industrial Wastewater Discharge Permit* independent of information supplied by the *significant industrial user*.

Unless otherwise specified in the *Industrial Wastewater Discharge Permit*, all samples collected for the purpose of demonstrating compliance shall be *flow proportional composite samples* collected over a time period approved by the *Pretreatment Program Coordinator*, if other than twenty-four (24) hours. If the discharge period is less than twenty-four (24) hours, samples shall be collected over the period of discharge. In situations where a *flow proportional composite sample* is not feasible, the *Pretreatment Program Coordinator* may approve a *time composite sample* or *grab sample* during the period of discharge.

If sampling performed by a *significant industrial user* indicates a violation, the *significant industrial user* must notify *GBMSD* within twenty-four (24) hours of becoming aware of the violation. The *significant industrial user* shall also repeat the sampling and submit the results of the repeat analysis to *GBMSD* within thirty (30) days after becoming aware of the violation. The *significant industrial user* is not required to resample if *GBMSD* performs sampling at the *significant industrial user* at least once a month, or if *GBMSD* performs sampling between the *significant industrial user's* initial sampling and when the *significant industrial user* receives the results of the initial sampling.

### **7.32 Industrial Pretreatment Sampling**

All measurements, tests, and analyses of discharges shall be conducted in accordance with procedures outlined in Wisconsin Administrative Code §NR219 from representative samples taken at the designated sample points.

### **7.35 Industrial Pretreatment Facilities Inspection**

*GBMSD* may inspect the facilities and examine process *records* of any *significant industrial user* to determine compliance with the requirements of this rule. Such inspections will be conducted at least once per year.

The *significant industrial user* shall allow *GBMSD* or its representatives, exhibiting proper credentials and identification, to enter the premises of the *significant industrial user* at anytime the *significant industrial user* is operating any process that results in a discharge to the *GBMSD sewerage system*. Where the *significant industrial user* has security measures that require proper identification and clearance before entry into the premises, the *significant industrial user* shall make necessary arrangements with security personnel so that upon presentation of suitable identification, personnel from *GBMSD* will be permitted to enter without delay for the purposes of performing their specific responsibilities.

The *significant industrial user* shall provide to *GBMSD* copies of pertinent documents requested by *GBMSD* at the time of inspection. These may include, but are not limited to, spill prevention containment and countermeasure plans, slug discharge control plans, toxic organics management plans, and emergency response plans.

#### **7.45 Industrial Pretreatment Reporting Requirements**

*Significant industrial users* shall submit to *GBMSD* during the months of July and January, unless required more frequently by *GBMSD*, a report for the preceding six (6) months indicating the nature and concentration of all *pollutants* that are regulated by the *pretreatment standards* set forth in the *Industrial Wastewater Discharge Permit*. These reports shall include a *record* of the measured average and maximum daily discharge in gallons per day to the *GBMSD sewerage system*. All laboratory analyses submitted, as part of the self-monitoring periodic compliance report, shall be performed by a *state-certified laboratory*. All self-monitoring periodic compliance reports shall indicate the status of the *significant industrial user's* compliance during the reporting period. *Significant industrial users* shall not use *GBMSD* compliance monitoring data to fulfill these reporting requirements.

If a *significant industrial user* monitors any *pollutant* more frequently than required by *GBMSD*, using the procedures described in Wisconsin Administrative Code §NR219, the results of this monitoring shall be included in the report.

All reports submitted to *GBMSD* shall be signed and sworn to by the *principal executive officer* of the *user* or his/her designee, subject to the signatory requirements set forth in 40 CFR Part 403.

#### **7.50 Slug Discharge Control Plan**

*GBMSD* will evaluate each *significant industrial user* to determine the need for a slug discharge control plan at least once every two (2) years. If a slug discharge control plan is needed, the plan shall contain, at a minimum, the following elements:

- (1) a description of discharge practices, including routine and non-routine batch discharges.
- (2) a description and inventory of stored chemicals.
- (3) procedures for immediately notifying *GBMSD* of slug discharges, including any discharge that would violate any section of 40 CFR Part 403, Wisconsin Administrative Code §NR 211, or these rules.
- (4) procedures to prevent a *detrimental effect* from accidental spills including, but not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building containment structures and equipment, measures for containing toxic organic *pollutants*, and measures and equipment for emergency response.

### **7.65 Hazardous Waste Notification**

No *industrial user* may discharge any hazardous waste (as defined in 40 CFR Part 261) without prior written approval from *GBMSD*. If any hazardous waste is discharged to the *GBMSD sewerage system*, without *GBMSD*'s prior written approval, the *industrial user* shall immediately notify *GBMSD*. Leaving a message in *GBMSD*'s voice mail system does not satisfy this notification requirement. The initial notice of a hazardous waste discharge shall be followed by a written notice to *GBMSD* from the *industrial user* with five (5) business days. If the *industrial user* does not meet the Very Small Quantity Generator exclusions, the *industrial user* must also notify the *USEPA* Region V Waste Management Division Director and the *WDNR* Bureau of Solid Waste Management in writing. Such notification must include the name of the hazardous waste, the approximate volume of the waste, the *USEPA* hazardous waste number, and the type of discharge (continuous, batch, or other).

For industries discharging more than one hundred (100) kilograms of hazardous waste per calendar month to *GBMSD*, the notification shall also contain the following information to the extent such information is known and readily available to the *industrial user*:

- (1) an identification of the hazardous constituents contained in the waste.
- (2) an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month.
- (3) an estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months.

All notifications must take place no later than ten (10) days after the discharge of the hazardous waste commences.

*Industrial users* are exempt from the hazardous waste notification requirement during a calendar month in which they discharge fifteen (15) kilograms or less of non-acute hazardous waste. Discharge of any quantity of acute hazardous waste as specified in 40 CFR 261.30(d) and 261.33(e) requires a one-time notification.

### **7.70 Operating Upsets**

If a *significant industrial user* experiences an operating upset that has the potential to place the *significant industrial user's* discharge in a temporary state of noncompliance with these rules or its *Industrial Wastewater Discharge Permit*, it shall immediately notify *GBMSD* and the *customer* which owns the collection system where the discharge has taken or will take place. Leaving a message in *GBMSD's* voice mail system does not satisfy this notification requirement. The notification shall include the location of discharge, time of occurrence, type of waste, concentration, volume, duration, corrective action, and any other pertinent information. The verbal notification to *GBMSD* and the subject *customer* shall be followed within five (5) days with a detailed, written report to *GBMSD* and the subject *customer* containing a description of the cause of each upset, including the location of the discharge, exact date, time, and duration of each occurrence, type of waste, concentration, volume, immediate corrective action, and all other pertinent information, the potential impact of the operating upset on the *significant industrial user's* compliance status, if the noncompliance continues, the time that compliance is reasonably expected to occur, and all steps taken or to be taken to reduce, eliminate, and prevent future recurrence of the operating upset and any other conditions of non-compliance.

A documented and verified operating upset for which a written report was timely filed containing the information required above shall be an affirmative defense to any enforcement action brought by *GBMSD*

against a *significant industrial user* for any non-compliance with these rules or any *Industrial Wastewater Discharge Permit* that arises out of violations alleged to have occurred during the period of the upset.

### **7.75 Loss of Pretreatment Capacity and Bypass by a Significant Industrial User**

*Significant industrial users* shall control production or contain discharges to the extent necessary to maintain compliance with *pretreatment standards* and requirements upon the reduction, loss, or failure of a *pretreatment* facility until the *pretreatment* facility is restored or a satisfactory alternative method of treatment is provided. This requirement applies to, but is not limited to, the situation in which the primary source of power for the *pretreatment* facility is reduced, lost, or fails.

A *significant industrial user* that experiences an *industrial bypass* shall sample and analyze its *effluent* to determine compliance with applicable *pretreatment standards* and *pretreatment program* requirements.

A *significant industrial user* may allow a bypass of its *pretreatment* facilities to occur which does not cause *pretreatment standards* or *pretreatment program* requirements to be violated, but only if it is for critical maintenance.

A bypass by a *significant industrial user* that results in a violation of any *pretreatment standard* or *pretreatment program* requirement is prohibited unless all three of the following conditions are met:

- (1)
  - (a) the bypass is necessary to prevent loss of life.
  - (b) the bypass is necessary to prevent personal injury.
  - (c) the *significant industrial user* reasonably expects one or more of the following to occur without a bypass:
    - (1) substantial physical damage to property.
    - (2) damage to *pretreatment* facilities that would cause them to become inoperable.
    - (3) substantial and permanent loss of natural resources.
- (2) no feasible alternatives to the bypass exist, such as use of auxiliary *pretreatment* facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance.
- (3) a *significant industrial user* shall notify *GBMSD* of an unanticipated bypass immediately upon becoming aware of the bypass. If a *significant industrial user* knows in advance of the need for a bypass, it shall notify *GBMSD* at least ten (10) days prior to the bypass, if possible, or otherwise as soon as possible. The *significant industrial user* shall submit a written bypass plan that shall include the following:
  - (a) A description of the anticipated *industrial bypass* and its cause.
  - (b) The anticipated schedule for the *industrial bypass*.
  - (c) A description of the steps that will be taken to prevent recurrence of the *industrial bypass*.
- (4) a *significant industrial user* shall submit a written report to *GBMSD* within five (5) days of the beginning of the *industrial bypass* containing:
  - (a) A detailed description of the *industrial bypass* and its cause.
  - (b) The duration of the *industrial bypass*, including exact dates and times, or if the *industrial bypass* has not been corrected at the time of the written report, the anticipated date the *industrial bypass* will end.
  - (c) A detailed description of the steps planned to prevent recurrence of the *industrial bypass*.

The *significant industrial user* shall comply with any additional reporting required by *GBMSD*.

### **7.80 Records Retention**

Except as provided above, *significant industrial users* shall retain and preserve for no less than three (3) years, any *records*, books, documents, memoranda, reports, correspondence, and all summaries relating to monitoring, sampling, and chemical analyses made by, or on behalf of, a *significant industrial user* in connection with its discharge.

*Significant industrial users* shall retain and preserve all *records* that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by *GBMSD* until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

### **7.82 Confidential Information**

Information and data furnished to *GBMSD* shall be available to the public or governmental agencies without restriction unless the *industrial user* specifically requests and is able to demonstrate to the satisfaction of *GBMSD* that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets or proprietary information of the *user*. This request should be made to *GBMSD's Pretreatment Program Coordinator*.

When an *industrial user* furnishes a report containing proprietary information as indicated by the *industrial user*, the portions of the report that may disclose trade secrets or secret processes may not be made available for inspection by the public, but may be made available to governmental agencies upon written request for uses related to these rules, the *WPDES permit*, the *state's pretreatment program*, or judicial review or enforcement proceedings; provided, however, that such portions of such report shall be made available for use by the *State* or any *State* organization in judicial review or enforcement proceedings involving the *industrial user* who furnishes the report. *Wastewater pollutants* and characteristics will not be recognized as confidential information.

Information accepted by *GBMSD* as confidential shall not be transmitted to any governmental agency until and unless notification is given to the *industrial user*.

### **7.85 Fees**

*GBMSD* will establish a fee schedule to recover from the *significant industrial users* all costs incurred by *GBMSD* in connection with its *pretreatment program*.

### **7.90 Pretreatment Enforcement and Penalties**

In addition to any penalties set forth in Chapter 9, below, any *significant industrial user* shall be subject to the following enforcement and penalties:

- (1) any *user* found by *GBMSD* to have met the criteria of the *pretreatment* enforcement response plan for a minor violation shall be issued a written notice of noncompliance. A notice of noncompliance shall identify the nature of the violation and any enforcement action associated with the violation or further violations.
- (2) any *user* found by *GBMSD* to have met the criteria of the *pretreatment* enforcement response plan for a major violation shall be issued a written notice of violation. A notice of violation shall identify the nature of the violation and any enforcement action associated with the violation or further violations.
- (3) any *user* found to be in significant noncompliance as defined in 40 CFR 403 and NR 211 shall be subject to enforcement action as defined in the same regulation.

## **Chapter 8 - HAULED WASTE DISPOSAL**

### **8.05 General**

*Persons may discharge hauled waste into the GBMSD sewerage system only at a receiving station.*

A discharge by a *hauler* that causes a *detrimental effect* to the *GBMSD sewerage system* is prohibited. The waste generator as well as the *hauler* shall be responsible for the contents of the load.

The only *hauled waste* which a *customer* that operates a municipal *wastewater treatment facility* may accept is *septage*. A *customer* accepting *hauled waste* shall maintain a current list of its *haulers*. Within thirty (30) days of the end of a calendar quarter, a *customer* shall provide a summary of the types and volume of *wastewater* received from each permitted *hauler* during the calendar quarter. A *customer* shall immediately notify *GBMSD* of any discharge from a *hauler* that may be in violation of these rules.

*GBMSD* has the right to restrict or discontinue the discharge of *hauled waste* into the *GBMSD sewerage system* at any time without notice. If *GBMSD* limits the amount of *hauled wastes* received, preference shall be given to *hauled waste* generated within the boundaries of *GBMSD*.

*Hauled waste* that meets the definition of hazardous waste as defined in 40 CFR Part 261 shall not be discharged into the *GBMSD sewerage system*.

Written approval from *GBMSD* is required prior to the discharge of any categorical waste as outlined in 40 CFR 400 et. seq.

### **8.10 Hauled Waste Permits**

*Haulers* will only be granted access to a *GBMSD-owned receiving station* with a valid *hauled waste permit*. A *hauler* must be approved by the *Executive Director* prior to the issuance of a *hauled waste permit* from *GBMSD*. The *hauled waste permit* will be issued for a period not to exceed one (1) year. All *hauled waste permits* will expire on dates established by *GBMSD* regardless of the date of issue.

### **8.15 Regulation of Haulers**

*Haulers'* equipment shall be properly maintained to prevent leaks, spills, and deposits of any materials, including gasoline, oil, or *wastewater*.

A *hauler* shall complete and submit a *hauled waste record* for each load discharged to the *GBMSD sewerage system* containing information specified by *GBMSD*. If the volume of the load is not recorded, the truck shall be considered full for billing purposes.

*GBMSD* reserves the right to sample *hauled waste* loads and inspect truck logbooks at any time without prior notice. *GBMSD* may request copies of the *hauler's* invoices to the *hauler's* clients as further documentation of the content of *hauled waste* loads. Misrepresenting *hauled waste* loads may result in penalties provided in these rules, including revocation of the *hauler's hauled waste permit*.

### **8.20 Fees and Charges**

*GBMSD* will annually establish the *unit rate* to be charged to *haulers* for the volume and *pollutant* concentration of any *hauled waste* discharged at a *GBMSD-owned receiving station*. *GBMSD* will also annually establish an annual permit fee and a per use discharge fee to be paid by *haulers* discharging at a *GBMSD-owned receiving station*. *GBMSD* may also assess cleanup charges and/or fines in the event a

*hauler* fails to clean up any leaks, spills, and deposits. Repeated failure to clean up any leaks, spills, and deposits may result in revocation of the *hauler's hauled waste permit*. A *hauler* shall be responsible for any damage to *GBMSD* processes, equipment, or facilities caused by the *hauler* and will be assessed and shall pay the cost of any such damage.

*Haulers* will be invoiced monthly for *hauled waste* discharged at a *GBMSD*-owned *receiving station*. Late payments will be subject to a late payment fee. Repeated late payments may result in the revocation of the *hauler's hauled waste permit*.

### **8.25 Hauled Waste Billing Methodology**

*GBMSD* will randomly test the concentration of categories of *hauled waste*. *GBMSD* will annually calculate the average of the tests for each *billing parameter* within each *hauled waste* category. These averages shall be the *billing parameter* concentration for each category for the following year. At the beginning of each fiscal year, a billing rate will be established for each category of *hauled waste*, based on a 1,000-gallon unit and *billing parameter* concentrations.

For *wastewater* from an *industrial user*, the actual tested concentration of *wastewater* from each *industrial user* shall be used to calculate the billing rate for that *industrial user*.

### **8.30 Indemnification of GBMSD**

Each *hauler* granted a *hauled waste permit* agrees to release, protect, and indemnify *GBMSD*, its officers, employees, agents, and representatives from any and all claims, demands, causes of action, judgments, costs, expenses, damages, or other liability to *persons* or property arising out of the activities allowed under the *hauled waste permit* and/or arising out of the activity or conduct of such *hauler* or his/her/its equipment. *Haulers* shall, during the entire time a *hauled waste permit* is in effect, keep in full force and effect a policy of comprehensive general public liability insurance with respect to its activities as a *hauler*, and the equipment operated by *hauler* in coverage amounts which *GBMSD* may reasonably determine from time to time in accordance with prudent business practices.

## **Chapter 9 - SEWERAGE SERVICE CHARGES**

### **9.05 General**

The *Commission* shall annually establish the *unit rate* for each *billing parameter*. The *unit rates* for the *billing parameters* shall be established in such a manner that they will:

- (1) Generate revenues adequate to cover *GBMSD's* annual budget.
- (2) Constitute an equitable distribution of budget elements among *GBMSD's customers*.

The billing unit with respect to volume of *wastewater* discharged into the *GBMSD sewerage system* shall be 1,000 gallons. The billing unit with respect to concentration of *billing parameters* shall be pounds.

The *Commission* will establish the billing methods of calculating *customer* charges by resolution.

*GBMSD* will notify each *customer* of *GBMSD's unit rates* at the beginning of *GBMSD's* fiscal year or following a mid-year rate adjustment.

### **9.10 Billing Methodology for Metered and Sampled Wastewater**

*Customers with wastewater that is metered and sampled will be charged for wastewater delivered to the GBMSD sewerage system based on the applicable unit rate. Customers with contracts or agreements with GBMSD will be charged per the terms of the contract or agreement. Infiltration and inflow will be assigned from Section 9.15 of these rules.*

*GBMSD will determine the need and location of meter stations, and shall be solely responsible for determining their construction, ownership, calibration, operation, and maintenance. GBMSD shall have sole authority to determine the frequency and type of sampling required to provide accurate customer billing. GBMSD will maintain the appropriate records regarding meter readings and sampling reports. GBMSD's determination of flow and concentration of wastewater will be the sole basis of GBMSD billings.*

### **9.15 Billing Methodology for Assigning GBMSD Interceptor Infiltration and Inflow**

*Infiltration and inflow from the GBMSD interceptor system will be assigned to customers. GBMSD interceptor system infiltration and inflow will be calculated annually by GBMSD based on gallons per inch diameter-mile of GBMSD interceptor within the GBMSD sewerage system. Customers will be assigned a portion of the GBMSD interceptor system infiltration and inflow based upon their contribution percentage of a prior year's total flow to the GBMSD interceptor system.*

*GBMSD interceptor system infiltration and inflow shall be calculated on the following basis:*

- (1) GBMSD interceptor twenty (20) years or older: seven hundred (700) gallons per inch diameter-mile of interceptor.*
- (2) GBMSD interceptor newer than twenty (20) years: two hundred (200) gallons per inch diameter-mile of GBMSD interceptor.*

*Force mains and siphons are deemed to contribute no infiltration or inflow.*

### **9.20 Billing Methodology for Other Wastewater Charges**

*If any portion of the wastewater is metered, but not sampled, charges will be based upon metered flow, assigned concentration, and infiltration and inflow assigned from Section 9.15 of these rules. When the flow is not metered or sampled, charges will be based upon assigned flow, concentration, and infiltration and inflow. The Commission will establish the assigned flow, concentration, and infiltration and inflow by resolution. GBMSD's determination of flow, concentration, and infiltration and inflow shall be the sole basis of GBMSD's billings to non-metered and non-sampled customers.*

### **9.25 Miscellaneous Charges**

*GBMSD may assess charges not related to GBMSD's normal wastewater treatment nor based on billing parameters flow and concentration. Examples of miscellaneous charges include, but are not limited to, the following:*

- (1) Charges related to pretreatment compliance.*
- (2) Hauled waste charges.*
- (3) Charges to repair physical damage caused by one or more users.*
- (4) Charges for clean-up costs attributable to one or more users.*
- (5) Rental of equipment, facilities, or land.*
- (6) Metering and sampling charges.*
- (7) Charges for services performed by GBMSD under contract.*

- (8) Charges for construction utilities provided to contractors.
- (9) Other revenue-generating activities.

Miscellaneous charges are in addition to and not in lieu of other *GBMSD* charges or penalties that may be applicable by or pursuant to these rules and are an element of billing in the same manner as other elements of billing.

### **9.35 Special Assessments**

The *Commission* may assess and levy special assessments against property, pursuant to Wis. Stats. §200.13

### **9.40 Billings and Payments**

*GBMSD* invoices shall be paid in full within thirty (30) days of invoice date.

All invoices, including any under dispute, are required to be paid in full without deduction or offset.

*GBMSD* will assess a monthly late payment charge equal to the greater of 1% of the unpaid balance or a minimum late fee, as established by a *Commission* resolution, effective the first day following the date payment was due.

If any portion of a bill remains outstanding for more than sixty (60) days from the invoice date, *GBMSD* may commence an action in a court of competent jurisdiction, and recover the amount of such delinquency, all fines, damages sustained by *GBMSD* as a result of failure of payment, and such costs and expenses as may be allowed by law.

Any *customer* that receives sewerage service without paying all sewerage service charges, including late payment and special charges when due, shall be deemed to have waived any statutory or ordinance requirement that *GBMSD* must first file with such *customer* a notice of claim and a claim for monies due, as a condition precedent to the commencement of any such action.

All remedies provided for in these rules are distinct and cumulative to any other right or remedy provided by contract or afforded by law or equity, and may be exercised by *GBMSD* concurrently, independently, or successively.

### **9.45 Billing Disputes**

A contesting *customer* shall make a written protest to the *Executive Director* within ninety (90) days of the close of the invoice date. The request for review shall state why the contesting *customer* believes the billing should be revised and shall include written evidence, which may be submitted with the request or within a timeframe agreed to by *GBMSD*. Upon receipt of the request, the *Executive Director* will meet with representatives of the contesting *customer* and will make a determination as to the validity of the protest within forty-five (45) days of receipt of the request for review. This time may be extended by agreement. The *Executive Director* may decide to affirm or revise the billing. A copy of the decision will be mailed or delivered to the contesting *customer*.

If the contesting *customer* decides to appeal the *Executive Director's* determination, a written notice of appeal shall be filed with the *Commission* within thirty (30) days of the *Executive Director's* determination. Upon receipt of the notice, the *Commission* will provide the contesting *customer* with a

hearing, to be held in accordance with the provisions of Wis. Stats. §68.11, except as otherwise provided for in these rules.

Any appeal to the *Commission* shall be accompanied by an appeal fee of \$50.00. The fee will be refundable to the contesting *customer* if the *Commission* decides to uphold the appeal. Hearing proceedings will be recorded by a stenographer or by a recording device.

Within thirty (30) days of the hearing the *Commission* will mail or deliver to the contesting *customer* a written decision.

The *Commission's* final determination may be appealed by filing a complaint before the *state's* Public Service Commission in accordance with Wis. Stats. §66.0821.

*GBMSD* considers all bills final, and no adjustments will be made on such bills unless a timely, written appeal per this rule has been filed.

### **9.50 *Records of Industrial Users***

*Customers* shall maintain a *record* of the following:

- (1) A list of every *industrial user* within the *customer's* service area with a maximum total daily flow greater than or equal to 25,000 gallons.
- (2) A list of all new connections from *industrial users*.

These *records* shall be submitted to *GBMSD* annually.

Should any *customer* fail to comply with any provision of this section, *GBMSD* may obtain the information by any method *GBMSD* deems appropriate. All costs of obtaining such information shall be paid by the non-complying *customer*.

## **Chapter 10 - ENFORCEMENT AND PENALTIES**

### **10.10 *Unreasonable Endangerment Surcharge***

There shall be levied against any *customer* that exceeds its total allocated capacity a surcharge called the *unreasonable endangerment surcharge*. The *unreasonable endangerment surcharge* shall apply whenever flow discharged from the *customer* exceeds its total allocated capacity in any *interceptor segment*, regardless of fault, except in the instances where the *excess flow* is caused by revolution or substantial civil disorder, war or act of national enemies, or natural disorders, including earthquake, flood, tornado, lightning strike, hail, and wind. The *unreasonable endangerment surcharge* shall be three (3) times the daily billing assignable to the service area tributary to the *GBMSD interceptor* in which capacity was exceeded. The *unreasonable endangerment surcharge* shall be applied for each calendar day in which a *customer's* flow exceeds its total allocated capacity in any *interceptor segment*, and shall not be less than a minimum *unreasonable endangerment surcharge* as determined by *Commission* resolution for each calendar day in which exceedance occurs. The *unreasonable endangerment surcharge* is in addition to, and not in lieu of, other *GBMSD* charges or any fines or other penalties that may be applicable by or pursuant to these rules, and is an element of billing in the same manner as other elements of billing.

### **10.15 *Special Orders, Appeals, and Penalties***

In the event of any violation of the provisions of these rules, a permit, or any other regulation promulgated by the *Commission*, the *Commission* may issue a special order in the name of *GBMSD*

directing the violating *user* to comply with the rule, permit, or regulation within a specified time. All special orders shall be in writing and shall specifically state what action is required to comply with the order. Service of any special order shall be made in the manner provided for the service of a summons.

The *Executive Director* of *GBMSD* is hereby authorized and empowered to issue special orders to any *user* in any emergency to prevent damage to *GBMSD's sewerage system* from misuse, injury to employees, interference with the process of *wastewater* treatment or disposal; or substantial risk to the public health, safety, and welfare. Any special order by the *Executive Director* is effective and enforceable upon service as provided for in these rules. Such order shall be in writing and shall specifically state what action is required to comply with the order.

Any *person* aggrieved by any special order issued by the *Commission* or the *Executive Director*, which order directly affects the rights or duties of the *person* may secure a review of such order by the *Commission*. Such review shall be in accordance with the requirements of Wis. Stats. §66.902(2)(b).

### **10.17 Fines for Violations**

The *Commission* may impose a civil penalty of up to \$10,000 per day for each violation by a *user* of these rules or any special order promulgated by the *Commission* or the *Executive Director*.

If any *person* fails to comply with a special order of the *Commission* or the *Executive Director* within the time specified, or in case of a proceeding for review of the special order, within twenty (20) days after determination becomes final, or to in good faith begin to obey, the *person* is declared to be creating a public nuisance enjoined under Wis. Stats. §823.02 and shall forfeit to *GBMSD* the sum of up to \$10,000 for each day the failure continues.

### **10.20 Public Nuisances and Damages**

Any violation by a *person* of the provisions of these rules, or any other regulation, permit, or special order issued or promulgated by the *Commission* or the *Executive Director* shall constitute a public nuisance, pursuant to the authority of provisions of Wis. Stats. §66.24(1)(d). As a public nuisance, the violation may be enjoined and these rules or any regulation or special order promulgated by the *Commission* or the *Executive Director* shall be enforced pursuant to Wis. Stats. Chapter 823.

Any *person* found in violation of these rules, or any other regulation, permit or special order issued or promulgated by the *Commission* or *Executive Director* shall pay to *GBMSD* such damages, losses or expenses as may be sustained by *GBMSD* as a result of the violation, together with such costs as may be collectible by law.

### **10.23 Enforcement**

The *Commission* may proceed to enforce these rules or any other regulation or special order issued or promulgated by it or the *Executive Director* by the commencement of an action for enforcement under Wis. Stats. §823.02, or by the issuance of a special order under these rules.

Any remedy or right of *GBMSD* as provided for in these rules with respect to violations hereof, or of any regulation or special order issued or promulgated by the *Commission* or *Executive Director*, are deemed to be cumulative and in addition to those provided for by any other law.

### **10.25 Emergency Actions Regarding *Industrial User***

The *Executive Director* may suspend the *wastewater* treatment service to an *industrial user* whenever it appears to the *Executive Director* that any of the following conditions exist:

- (1) A discharge presents an imminent or substantial danger to the health, safety, or welfare of the public.
- (2) A discharge presents a substantial danger to the environment.
- (3) A discharge would constitute an *interference*.
- (4) A discharge violates any *pretreatment* limits imposed by these rules.

The *Executive Director* shall notify such a *user* in the event of a determination to suspend *wastewater* treatment service hereunder; and such *user* shall cease all such discharges as soon as practicable. Actions of the *Executive Director* in this rule shall be implemented by means of the issuance of a special order under these rules.

### **10.30 Appeals from Determination of the *Executive Director***

Any *person* being adversely affected by an administrative determination of the *Executive Director* may have such determination reviewed as provided in this paragraph. Only administrative determinations described in Wis. Stats. §68.02 are subject to review. Such *person* shall make written request to the *Executive Director* within thirty (30) days of the receipt of the administrative determination. The request for review shall state the grounds upon which such *person* contends that the determination should be modified or reversed. Upon receipt of such request, the *Executive Director* shall review the determination in accordance with the requirements of Wis. Stats. §68.09.

If such *person* desires to appeal the final determination of the *Executive Director*, such *person* shall file with the *Commission* a written notice of appeal. Such notice shall be filed within fifteen (15) days of the *Executive Director's* final determination. Upon the filing of such notice, the *Commission* shall provide such *person* with a hearing, to be held in accordance with the provisions of Wis. Stats. Chapter 68.

### **10.35 Falsification of Information or Tampering with Facilities**

No *person* shall knowingly make any false statement or representations, *record*, report, plan, or other document filed with *GBMSD*, or falsify, tamper with, or knowingly render inaccurate any metering device, collected sample, or methods required under these rules. Any *person* who violates this provision shall be subject to the penalties imposed under these rules, including both civil and criminal penalties.

### **10.40 Publication of Violations**

In accordance with the requirements of 40 CFR Part 403.8(f)(2)(vii), the *Executive Director* shall publish annually in a newspaper having the largest circulation within *GBMSD*, a notice identifying those *industrial users* that significantly violated applicable *pretreatment standards* or other *pretreatment* requirements during the previous twelve-month period. A significant violation for the purpose of this section is as defined in 40 CFR Part 403.8(f)(2)(vii) and in the *Industrial Wastewater Discharge Permit*.

## **Chapter 11 - RECORDS MANAGEMENT**

### **11.05 Public Access to Records**

*GBMSD* will allow any *person* to inspect, copy or receive copies of any *GBMSD record* unless specifically exempt by law as outlined in Wis. Stats. §19.35(1)(am) and Wisconsin Administrative Code §NR 211.26.

A request under Wis. Stats. §19.35(1)(a) to (f) is deemed sufficient if it reasonably describes the requested *record* or the information requested. Therefore, the request must include reasonable limitations as to subject matter or length of time represented by the *record*. Any request that may cost more than \$10.00 to provide must be in writing.

*Persons* requesting to inspect, copy, or receive copies need not identify themselves or state the purpose of the request, and in doing so *GBMSD* may not deny access to the requested *record*.

*GBMSD* may impose reasonable restrictions on the manner of access to original *records* if the *record* is irreplaceable or easily damaged.

The requester has a right to receive a copy of a written *record*, audio recording, transcript of an audio recording, or video tape. In all cases *GBMSD* will make the copy.

*GBMSD* is not required to create a new *record* by extracting information from existing *records* and compiling the information in a new format.

*GBMSD* will provide requesters with facilities comparable to those used by *GBMSD* employees to inspect the *record* during established office hours. The location provided for such inspection shall be as close as possible to the original location of the *record*.

*GBMSD* may impose a fee upon the requester for the reproduction and transcription of the *record*, not exceeding the actual, necessary, and direct costs.

*GBMSD* may impose a fee for the cost of locating a *record*, not exceeding the actual, necessary, and direct cost of location, if the cost is \$50.00 or more.

*GBMSD* may impose a fee upon a requester for the actual, necessary, and direct cost of mailing or shipping of any copy or photograph of a *record* that is mailed or shipped to the requester.

If providing a copy of a *record* is in the best interest of *GBMSD*, or if there is, or will be, a direct benefit to *GBMSD*, fees may be waived. *GBMSD* may require prepayment by the requester of any fees imposed under this section.

*GBMSD* will provide the requested *record* as soon as practicable and without delay, either filling the request or notifying the requester of *GBMSD's* determination to deny the request, either in whole or in part, and the reason for denial.

#### **11.10 Records Retention and Destruction**

*GBMSD records* will be retained, protected, and destroyed in accordance with the retention schedule established by the *Commission*.

*GBMSD records* may be kept and preserved through the use of microfilm or another reproductive device, optical imaging, or electronic formatting if the applicable standards established in Wis. Stats. §16.61(7)(a) and (b) and §16.612 and Chapter 12 of the Wisconsin Administrative Code are met. Any reproduction of a *record* authorized to be reproduced under this paragraph is deemed an original *record* for all purposes.

Prior to any destruction of *records*, *GBMSD* will give at least sixty (60) days prior notice of the proposed destruction to the *State Historical Society*, which may preserve *records* it determines to be of historical interest. Notice is not required for destruction of any *record* of which the *State Historical Society* has indicated that it has no interest for historical purposes. *Records* that have a confidential character while in the possession of *GBMSD* shall retain such confidential character after transfer to the *State Historical Society* unless the director of the *State Historical Society*, with the concurrence of *GBMSD*, determines that such *records* shall be made accessible to the public under such proper and reasonable rules as the *State Historical Society* promulgates.

No *record* may be destroyed at any time after the receipt of a request for inspection or copying of the *record* under Wis. Stats. §19.35(1) until after the request is granted or until at least ninety (90) days after the date that the request is denied. If *GBMSD* receives written notice that an action relating to a *record* has been commenced under Wis. Stats. §19.37, the *record* may not be destroyed until after the deadline for appealing that order has passed, or, if appealed, until after the order of the court hearing the appeal is issued. If the court orders the production of any *record* and the order is not appealed, the *record* may not be destroyed until after the request for inspection or copying is granted.