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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 (GBMSD) 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.

These rules have been amended effective January 10, 2006 and January 31, 2006 by GBMSD's motion numbers 05-070 and 06-010. Those amendments have been incorporated into these rules.

These rules have been amended by GBMSD motion 12-080 effective December 1, 2012. Those amendments have been incorporated into these rules.

These rules have been amended by GBMSD motion 13-089 effective January 1, 2014. Those amendments have been incorporated into these rules.

These rules have been amended by GBMSD motion 16-064 effective January 1, 2017. Those amendments have been incorporated into these rules.

These rules have been amended by GBMSD motion 19-082 effective January 1, 2020. Those amendments have been incorporated into these rules.

[These rules have been amended by GBMSD motion 22-XXX effective January 1, 2023. Those amendments have been incorporated into these rules.](#)

These rules as amended become effective upon adoption by the *GBMSD Commission* and publication in the Green Bay Press-Gazette.

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 *wastewater* 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 of 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.

Any references to Wisconsin Statutes, the Wisconsin Administrative Code, or federal law, including without limitation, the Federal Water Pollution Control Act and any amendments to those laws as may be passed from time to time.

1.30 Name of Ordinance

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

1.32 Reference Documents

The following documents are incorporated by reference: Standard Methods for the Examination of Water and Wastewater and 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").

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.

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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*.

Background Concentration – Calculated concentration of each local limit *pollutant* typically discharged from residential and commercial users determined by sampling specific areas of the *GBMSD* service area.

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.

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, *BOD*, *TSS*, *TP*, and *TKN*. The *Commission* may change *billing parameters* by resolution, from time to time.

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 §NR Ch. 219.

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

[Capital Charge – A Commission approved portion of annual budgeted capital expenses, independent of unit rate charges, assigned to customers.](#)

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. and NR §200 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.
- (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.

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 to 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.

~~**Fixed Charge** – portion of annual budgeted expenses, independent of unit rate charges, assigned to customers annually.~~

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*.

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 [industrial user's pretreatment](#) facility ~~for pretreatment~~.

Industrial User – Any *user*, other than a *residential user* [or commercial user that discharges only domestic waste](#), 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*.

Industrial Wastewater Discharge Permit Application – See [Baseline Monitoring Report](#).

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, [interest](#), 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 ~~GBMSD the Pretreatment Program Coordinator~~ determines are substantially independent of an *existing source* at the same site.

Non-significant Categorical Industrial User – any categorical *industrial users* that meets all of the following:

- (1) The *industrial user* never discharges more than 100 gallons per day of total categorical *wastewater*, excluding sanitary, non-contact cooling, and boiler blowdown *wastewater*, unless specifically included in the *pretreatment* standard.
- (2) The *industrial user* has consistently complied with all applicable categorical pretreatment standards and requirements.
- (3) The *industrial user* never discharges any untreated concentrated *wastewater*.
- (4) The *industrial user* annually submits a certification statement in the format required by GBMSD along with any additional information required by GBMSD.

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, grease, 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* is a treatment works as defined in Section §212 of the *Act* or in Wisconsin Administrative Code §NR 211.03(11).

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 – As defined in NR 211.15(10).

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, digital or electronic documents, e-mail correspondences, 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* except those *industrial users* identified by *GBMSD* as meeting the definition of *Non-significant Categorical Industrial User*; or
- (2) Any other *industrial user* that:
 - (a) discharges an average flow of 25,000 gallons per day or more of process *wastewater* into the *GBMSD sewerage system* (excluding sanitary, non-contact cooling, and boiler blowdown *wastewater*);
 - (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 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.

(e) [Sludge - The accumulated solids generated during the biological treatment, chemical treatment, coagulation, or sedimentation of water or wastewater.](#)

State – The *State* of Wisconsin.

State Market Rate – The interest rate charged by the *state* for non-subsidized loans under the Clean Water Fund [at the time that the final payment schedule is developed.](#)

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 §NR 219.

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 307(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 §NR 219.

TSS (Total Suspended Solids) – The total quantity of suspended solids as determined by standard laboratory procedures in accordance with Wisconsin Administrative Code §NR 219.

Unit Rate –

- (1) For all *customers*, except those specified in (2) below, the total *budgeted expenses*, including capital costs and excluding *fixed charge*, 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. §283.

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 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*. Failure to obtain a *GBMSD connection permit* will require excavation at the *customer's* expense. This is not an expense incurred by *GBMSD*. Refer to Chapter 10 of the *GBMSD Sewer Use Ordinance* for penalties.

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 and a licensed plumber.
- (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.
- (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, or sand 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 prior to closing on the acquisition.

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.

4.58 Customer Sanitary Sewer Overflow Reporting

Any *customer* reporting a sanitary sewer overflow shall provide copies of all reports, supplemental information, and correspondence to GBMSD upon submittal to the WDNR.

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 from GBMSD. [Changes in ground surface elevation shall not be permitted over or within an easement of any GBMSD interceptor without prior written approval from GBMSD.](#) Violation of this section may result in GBMSD requiring removal of the obstruction at the *person's* expense and/or penalties under Chapter 10 of the GBMSD Sewer Use Ordinance, or both.

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. Violations may result in penalties under Chapter 10 of the GBMSD Sewer Use Ordinance.

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 requiring the transfer of 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*. If the *customer* refuses the transfer of the *interceptor segment*, GBMSD may abandon the *interceptor segment*.

Nothing contained in these rules 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 these rules.

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 9.25 and Section 10.10.

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. [A customer can also elect to pay a lump sum cost of the *interceptor cost recovery charge*.](#)

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. [A customer can also elect to pay a lump sum cost of the *delayed interceptor cost recovery charge*.](#)

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 cost 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 *wastewater* 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 solid waste greater than 1 inch diameter.~~ any solid or viscous pollutants in amounts which will cause or contribute to obstruction to the flow in sewers or other interference with the operation of the GBMSD sewerage system.
- (6) any *wastewater* containing color that would cause a *detrimental effect* or is prohibited by the *WDNR*.
- (7) any *wastewater* that exceeds the most stringent requirement or limitation set forth in federal, *state*, or local regulations.
- (8) 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.
- (9) 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*.
- (10) any oil or grease or their by-products in amounts that cause a *detrimental effect*.
- (11) any *wastewater* having a *pH* lower than 5.0 s.u. or higher than 11.0 s.u., with the following exceptions:
(a) ~~—~~ The total time the *pH* is outside the 5.0 - 11.0 s.u. range shall not exceed one percent of the total minutes monitored within a calendar month.

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 ~~submitting with~~ a copy to the *customer* that owns the *collector*. The *GBMSD Executive Director* may, in their ~~his/her~~ sole discretion, grant a variance for the discharge of *wastewater* to the *GBMSD sewerage system* with a *pH* greater than 11.0 s.u. but less than 12.5 s.u., under the following conditions:

- (1) ~~the~~ 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 as determined by *GBMSD*. ~~—~~ The *industrial user* shall submit such recordings to *GBMSD* within fifteen (15) days after the end of the month during which the *pH* was monitored; and
- (2) ~~the~~ The *industrial user* agrees to pay ~~GBMSD~~ for all costs incurred in cleaning and 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 equal to 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 or assignable, [without the prior written approval of GBMSD](#), and *industrial users* shall request a *pH* variance at any new location if the *industrial user* or its discharge location is relocated^[TB1].

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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. Significant Industrial Users tributary to the Green Bay Facility (GBF) must comply with the concentration and mass based limits designated "GBF" unless otherwise determined by a pollutant mass sharing agreement. Significant Industrial Users tributary to the De Pere Facility (DPF) must comply with the concentration and mass based limits designated "DPF" unless otherwise determined by a pollutant mass sharing agreement. Where federal, state, or local regulations outline different limitations for the same pollutant, the more stringent limitation shall apply.

Parameter	GBF <u>Daily</u> <u>Maximum</u> Concentration	GBF <u>Daily</u> <u>Maximum</u> Mass	DPF <u>Daily</u> <u>Maximum</u> Concentration	DPF <u>Daily</u> <u>Maximum</u> Mass
	(mg/L)	(lb/day)	(mg/L)	(lb/day)
Arsenic	0.38	1.03 0.70	0.12	0.22 0
Cadmium	0.30	0.14 64	0.23	0.31 29
Chromium	5.01	5.56 9.66	3.54	3.90 5.74
Copper	3.26 2.65	2.90 19	2.16	1.44 32
Lead	4.03	1.79 7.95	0.66	0.67 1.07
Mercury	0.0004	-	0.0004	-
Nickel	2.56 4.24	3.09 8.18	3.00 4.12	3.30 6.57
Zinc	2.34 5.66	3.04 94	1.06 2.04	1.60 12
Acrylonitrile	1.0	-	1.0	-

In the event a Significant Industrial User exceeds the local limit established for mercury (Hg), the Significant Industrial User may be placed on a compliance schedule to develop a Best Management Practices (BMP) Plan to reduce discharges of mercury. Both the compliance schedule and the BMP Plan development shall be established on a case by case basis. Compliance with the approved Mercury BMP Plan will be in lieu of compliance with the mercury numeric local limit. ~~GBMSD may provide guidance to the Significant Industrial User during this process.~~ The final Significant Industrial User Mercury BMP Plan document shall be presented to the GBMSD Pretreatment Program Coordinator for review and final approval. Upon final approval, the Mercury BMP Plan document shall become an appendix in the Significant Industrial User's Industrial Wastewater Discharge Permit as an alternative to the mercury numeric limit. This alternative limit will be effective until the end of the permit cycle. An approved Mercury BMP Plan may be revoked at any time in order for GBMSD to meet applicable regulatory requirements.

With the Permit Renewal Application that is necessary to renew an Industrial Wastewater Discharge Permit, the Significant Industrial User will be required to request renewal of its Mercury BMP Plan in lieu of the local limit for mercury for the new permit cycle. The Significant Industrial User may have a specified period of time to review its Mercury BMP Plan document and determine if any language or practices need to be changed or updated to reflect current BMP practices for that specific business type.

6.16 Compliance Schedule

GBMSD shall periodically recalculate local limits. If GBMSD lowers a local limit to make it more stringent, Significant Industrial Users with historical effluent data indicating they will not be able to meet the new, more stringent local limit, may be granted a compliance schedule. Compliance schedules will be developed on a case by case basis and may be enforced during the planning and construction of new pretreatment facilities. A

compliance schedule may allow a *Significant Industrial User* to conduct normal business operations and be exempt from enforcement for the *pollutant(s)* of concern established by *GBMSD*. This exemption will be for the duration of the compliance schedule or until the *Significant Industrial User* can demonstrate that it meets the new local limit over a ninety (90) day period of time. In no case will a compliance schedule exceed thirty-six (36) months.

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 written approval by the *Executive Director*.

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 these rules. Plans and operating procedures for *industrial users* to prevent the accidental discharge of these materials shall be reviewed by *GBMSD* and constructed and maintained at the *industrial user's* expense. Plans and operating procedures for these spill prevention controls and countermeasures shall be submitted for review to *GBMSD* before construction begins. The review by *GBMSD* of such plans and operating procedures shall in no way relieve the *industrial 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 these rules including any process, practice, chemical, or discharge affecting the potential for a slug discharge and/or the need for a slug control plan, 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 in writing 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 these rules. Each *industrial user* shall make available to its appropriate employees copies of these rules and any other *wastewater* 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 these rules.

7.10 Limited Term Permit

GBMSD may issue a permit with a term no greater than five (5) years 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 and maintaining 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 to the *WDNR* per Wisconsin Administrative Code §NR 211.33.

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~~their 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 shall contain the following conditions:

- (1) limitations on the average and/or maximum concentration, mass, and characteristics of *wastewater pollutants* that may be discharged including best management practices.
- (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 ~~regarding of non-~~transferability (~~but non-~~transferability of a permit shall not limit a permittee's ability to participate in *pollutant* mass sharing in accordance with Section 7.26).
- (11) a statement of applicable civil and criminal penalties for violation of *pretreatment standards* and requirements.
- (12) requirements to control slug discharges, if determined by *GBMSD* to be necessary.
- (13) other conditions as deemed appropriate by *GBMSD* to ensure compliance with these rules.

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.

If the *Industrial Wastewater Discharge Permit* of a *Significant Industrial User* is not renewed prior to its expiration date, the *Significant Industrial User* shall continue to operate following the terms and conditions contained in the expired permit until *GBMSD* reissues the permit.

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

7.26 Pollutant Mass Sharing

Subject to the restrictions in this Section, *GBMSD* may permit *Significant Industrial Users* to sell (“Seller”) or purchase (“Buyer”) pollution discharge credits for certain metals regulated by the Local Limitations in Section 6.15. The objective of *pollutant* mass sharing is to minimize individual *pretreatment* requirements while maintaining acceptable levels of regulated *pollutants* in the *GBMSD* system as a whole. In no circumstance may the sum of allocated masses exceed the most current Maximum Allowable Industrial Load (“MAIL”) for *GBMSD* for any *pollutant*.

Mass sharing is only available for the following *pollutants* that are subject to Local Limitations under Section 6.15:

Arsenic
Cadmium
Chromium
Copper
Lead
Nickel
Zinc

Pollutant mass sharing is not permitted for mercury or acrylonitrile. *Pollutant* mass sharing can only take place between two (2) *Significant Industrial Users* tributary to the same *GBMSD* wastewater treatment facility. Buyer and Seller shall submit to *GBMSD* a request to participate in *pollutant* mass sharing. If approved by *GBMSD*, the *pollutant* mass sharing agreement shall remain in force for no more than five (5) years. The application shall include (1) the limitations specified in Buyer’s and Seller’s current *Industrial Wastewater Discharge Permits*, and (2) the type of *pollutant* and amount to be traded, expressed in terms of both pounds discharged per twenty-four (24) hours and *pollutant* concentration.

A *pollutant* mass sharing agreement shall comply with the following conditions:

- (1) *Pollutant* mass sharing may not result in any *Significant Industrial User* exceeding *Categorical Pretreatment Standards* for any *pollutant*, if the *user* is subject to such standards.
- (2) Minimum purchase or sale is 0.1 pounds per 24 hours unless *GBMSD* establishes an alternative minimum purchase or sale for an individual *pollutant*.
- (3) Minimum increment of purchase or sale is 0.01 pounds per 24 hours.
- (4) Useable Quantity: Buyer shall use no more than 100% of the *pollutant* mass purchased; Seller forfeits 100% of *pollutant* mass sold.

GBMSD may reject an application for *pollutant* mass sharing for any reason.

Pollutant mass allowances resulting from a *pollutant* mass sharing agreement shall be converted to concentration limits using the average annual discharge volume of the participating *Significant Industrial Users* and will become enforceable local limitations in Buyer’s and Seller’s *Industrial Wastewater Discharge Permits*. Both Buyer and Seller will be placed on the same five (5) year permit cycle. *GBMSD* reserves the right to adjust permit concentration limits at any time based on its analysis of any changes in the regulated flow volume, or for any other reason.

Each joint application for *pollutant* mass sharing shall include an application fee split equally between the two *Significant Industrial Users* entering into the mass sharing agreement.

The Buyer may not be a Seller of the same *pollutant* mass with another *Significant Industrial User*.

In the event GBMSD changes Local Limitations for a *pollutant* or changes the *pollutant* mass share of the MAIL of either Buyer or Seller, Buyer and Seller may renegotiate the *pollutant* mass sharing agreement impacted by that change. GBMSD shall revise Buyer's and Seller's *Industrial Wastewater Discharge Permit* to reflect the renegotiated masses.

In the event a *pollutant* mass sharing agreement is terminated for any reason, Buyer and Seller shall be subject to the *pollutant* concentration and mass limitations in paragraph 6.15 and GBMSD shall revise Buyer's and Seller's *Industrial Wastewater Discharge Permits* accordingly. GBMSD will allow a reasonable time for Buyer and Seller to comply with the revised permit requirements.

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 to 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 these rules. GBMSD shall have safe 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.

~~Some industrial users may be an integral part of the *GBMSD* billing program. Refer to 9.10 for additional requirements.~~

7.32 Industrial Pretreatment Sampling

All measurements, tests, and analyses of discharges shall be conducted in accordance with procedures outlined in Wisconsin Administrative Code §NR 219 from representative samples taken at the designated sample points.

Significant Industrial Users shall provide access and a safe working environment for *GBMSD* personnel to perform necessary duties within the *Significant Industrial User* facility site.

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 these rules. Such inspections will be conducted at least once per year.

Significant Industrial Users shall provide access and a safe working environment for *GBMSD* personnel to perform necessary duties within the *Significant Industrial User* facility site.

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 any time 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.

Significant Industrial Users 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.

In cases where a *pretreatment* standard requires compliance with a Best Management Practice (BMP) Plan, the *industrial user* shall will submit, semi-annually, documentation needed to determine the compliance status as determined by *GBMSD*.

If a *Significant Industrial User* monitors any *pollutant* more frequently than required by *GBMSD*, using the procedures described in Wisconsin Administrative Code §NR 219, the results of this monitoring shall be included in the report.

Any *Industrial User* identified as a *Non-significant Categorical Industrial User* is required to submit annual certification that they continue to meet all criteria within the definition.

Any *Significant Industrial User* that owns and operates a *wastewater effluent flow meter* must calibrate or confirm the accuracy of the instrument *at least* annually in accordance with manufacturer's specifications and provide documentation to *GBMSD no later than January 15 of the following year upon request*.

All reports submitted to *GBMSD* shall be signed and sworn to by the *principal executive officer* of the user or *his/her/their* designee, subject to the signatory requirements set forth in NR 211.15(10).

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 annually. 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 § 261.3) 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* within five (5) business days.

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). In addition, a certification must be provided that the *industrial user* has a program in place to reduce ~~to the extent economically practicable~~ the volume and toxicity of the generated hazardous wastes, to the extent economically practicable.

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 essential ~~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~~ four of the following conditions are met:

- (1) (a) ~~The~~ The bypass is necessary to prevent loss of life.
- (b) ~~The~~ The bypass is necessary to prevent personal injury.
- (c) ~~The~~ 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~~ 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~~ 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~~ 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**

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, including compliance information with a Mercury BMP Plan where applicable.

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 penalties set forth in Chapter 10, any *Significant Industrial User* shall be subject to enforcement and penalties outlined in the *GBMSD Enforcement Response Plan*.

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.

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* without prior written approval from *GBMSD*.

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 log books 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*. 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, or as determined by *GBMSD*.

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~~ their 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. *Haulers* shall have on file with *GBMSD* at all times a current policy of comprehensive general public liability insurance. Violations may be subject to penalties under Chapter 10 of the *GBMSD Sewer Use Ordinance*.

Chapter 9 - SEWERAGE SERVICE CHARGES

9.05 General

The *Commission* shall annually establish sewer service rates based on ~~a capital-fixed charges~~ and *billing parameter charges* in such a manner that will:

- (1) generate revenues adequate to cover *GBMSD's* annual budget.
- (2) constitute an equitable distribution of budget elements among *GBMSD's customers*.
- (3) be based on current billing methodology.

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.

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 station readings, sampling, and reports. ~~*GBMSD's determination of wastewater flow and concentration, in addition to the annually developed fixed charge, will be the sole basis of GBMSD billings.*~~

GBMSD may require specific means and methods of accurate flow metering and sampling of *wastewater* for any *user* determined to be an integral part of the *GBMSD* billing program.

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 and assigned mass. When the flow is not metered or sampled, charges will be based upon assigned flow and mass. The *Commission* will establish the assigned flow and assigned mass annually. ~~*GBMSD's determination of flow, mass, and the annually developed fixed charge shall be the sole basis of GBMSD's billings to metered but not sampled and not metered and not sampled customers.*~~

For facilities serving more than one (1) municipal *customer*, a reasonably computed distribution of *wastewater* units will be allocated to each *customer*. *GBMSD* shall be the sole authority for determining a reasonably computed allocation of the units.

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 related to the *GBMSD sewerage system* include, but are not limited to:

- (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.

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 the invoice date.

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

GBMSD has the right to 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.

9.42 Nonpayment of Pretreatment Program Fees

If any portion of a bill remains outstanding for more than sixty (60) days from the invoice date, *GBMSD* may, at its option, commence an action in a court of competent jurisdiction and recover the amount of such delinquency, all fines, and damages sustained by *GBMSD* as a result of failure of payment, and such costs and expenses as may be allowed by law. *GBMSD* also reserves the right to terminate service to any *Significant Industrial User* for failure to pay any invoice associated with the *GBMSD Pretreatment Program*.

Any *Significant Industrial User* subject to termination because of any invoices that remain unpaid after sixty (60) days may be notified in writing by the *Executive Director* that service will be terminated sixty (60) days after receipt of notification.

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 time frame 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 [a written decision](#) 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 [has been filed](#) per this rule ~~has been filed~~.

9.50 Records of Industrial Users

Customers shall maintain a *record* of the following:

- (1) ~~A~~[a](#) list of every *industrial user* within the *customer's* service area with an average total daily flow greater than or equal to 25,000 gallons.
- (2) ~~A~~[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

GBMSD has the right to levy against any municipal *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~~[disasters](#), 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 municipal *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.

A municipal *customer* that has paid an *unreasonable endangerment surcharge* may apply for reimbursement toward the cost of corrective construction to the municipal *customer's collection system*. Corrective construction must be for the purpose of reducing *infiltration* and *inflow* entering the municipal *customer's collection system*. The costs of corrective construction do not include the costs of *infiltration/inflow* studies, sewer system evaluation surveys, facilities planning, design, bidding, or other costs expended in preparation for actual construction. The reimbursement amount will be limited to the *unreasonable endangerment surcharge* payment or the corrective construction cost, whichever is less. A request for reimbursement must be accompanied by documentation of the corrective construction completed and its associated costs. *GBMSD* will be the sole determinant of whether the request qualifies for reimbursement.

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. §200.45 (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. §200.11(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 Users

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) *Aa* discharge presents an imminent or substantial danger to the health, safety, or welfare of the public.
- (2) *Aa* discharge presents a substantial danger to the environment.
- (3) *Aa* discharge would constitute an *interference*.
- (4) *Aa* 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 documents 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 NR 211.23(1)(j), 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 (12) month period. A significant violation for the purpose of this section is as defined in NR 211.23(1)(j) 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* in accordance with the presumption of complete public access, consistent with the conduct of governmental business. *Records* will be made available to the public unless a clear statutory or court-recognized exception requires otherwise, or unless there is an overriding public interest in keeping the *record* confidential.

A request is deemed sufficient if it reasonably describes the requested *record* or the information requested. Therefore, pursuant to Wis. Stats. §19.35(1)(h), the request must include reasonable limitations as to subject matter or length of time represented by the *record*.

Persons requesting to inspect, copy, or receive copies need not identify themselves or state the purpose of the request.

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 Wisconsin Administrative Code ADM Ch. 12 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)(a)-(f) 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.