

# ROXBURY SANITARY DISTRICT NO. 1 ORDINANCES

Current as of January 2007

## INDEX

<b>CHAPTER 1--GENERAL PROVISIONS .....</b>	<b>1</b>
1.01 ESTABLISHMENT OF DISTRICT .....	2
1.02 ESTABLISHMENT OF COMMISSION.....	2
1.03 COMMISSION OFFICERS.....	2
1.04 COMMISSION MEETINGS .....	2
1.05 PLACE OF MEETING.....	3
1.06 ORDER OF BUSINESS.....	3
 <b>CHAPTER 2--SEWER USE ORDINANCE AND USER CHARGE SYSTEM...4</b>	
2.01 INTRODUCTION AND PURPOSE.....	5
2.02 DEFINITIONS .....	6
2.03 [Reserved for Future Use]	
2.04 CONNECTION TO WASTEWATER FACILITIES.....	16
2.05 USE OF WASTEWATER FACILITIES.....	24
2.06 LIMITATIONS ON DISCHARGE OF HOLDING TANK, SEPTAGE AND OTHER SIMILAR WASTES.....	30
2.07 SEWER SERVICE CHARGES.....	35
2.08 BILLING AND COLLECTION .....	37
2.09 ENFORCEMENT AND ABATEMENT.....	39
2.10 SPECIAL ORDERS AND APPEALS .....	41
2.11 LIMITATIONS ON DISCHARGE OF HOLDING TANK, SEPTAGE AND OTHER SIMILAR WASTES.....	43

<b>CH. 2 EXHIBIT A: DEVELOPMENT AGREEMENT FOR ROXBURY SANITARY DISTRICT NO. 1.....</b>	<b>48</b>
<b>APPENDIX A: USER CHARGE METHODOLOGY.....</b>	<b>59</b>
<b>APPENDIX B: SAMPLE USER CHARGE CALCULATIONS .....</b>	<b>60</b>
<b>CHAPTER 3--COMPLIANCE WITH TOWN ORDINANCES .....</b>	<b>61</b>
<b>3.01 INTRODUCTION AND PURPOSE.....</b>	<b>62</b>
<b>3.02 LAND DIVISION AND SUBDIVISION REGULATIONS .....</b>	<b>63</b>
<b>3.03 [Reserved for Future Use]</b>	
<b>3.04 [Reserved for Future Use]</b>	
<b>3.05 [Reserved for Future Use]</b>	

## **CHAPTER 1--GENERAL PROVISIONS**

- 1.01 ESTABLISHMENT OF DISTRICT**
- 1.02 ESTABLISHMENT OF COMMISSION**
- 1.03 COMMISSION OFFICERS**
- 1.04 COMMISSION MEETINGS**
- 1.05 PLACE OF MEETING**
- 1.06 ORDER OF BUSINESS**

## **CHAPTER 1**

### **GENERAL PROVISIONS**

#### **1.01 ESTABLISHMENT OF DISTRICT**

The Town of Roxbury established the Roxbury Sanitary District No. 1 ("District") in 1958 pursuant to state statute. (See Wis. Stats. §60.71 (1995-96)).

#### **1.02 ESTABLISHMENT OF COMMISSION**

The Town Board of the Town of Roxbury appointed the Roxbury Sanitary District No. 1 Commission ("Commission") to manage all of the affairs of the District. Appointments are made as provided in Wis. Stats. §§60.74 and 60.75 (1995-96). The Commission's authority shall include the powers and duties specified in Wis. Stats. §§60.77 and 60.78 (1995-96).

#### **1.03 COMMISSION OFFICERS**

(1) **Election of Officers.** The appointed Commissioners shall elect a president, secretary and treasurer of the Commission. The secretary and treasurer positions may be combined.

(2) **Presiding Officer.** The Commission President shall preside and preserve order over the Commission meetings.

(3) **Absence of President.** If the Commission President is absent at the designated time for any meeting, the senior Commissioner present, based on date of original appointment, shall call the meeting to order and preside until the Commission shall be motion select an acting president for that meeting.

#### **1.04 COMMISSION MEETINGS**

(1) **Regular Meetings.** Regular meetings of the Commission shall be held no less than once a month. The date and time of the Commission's regular meeting will be established by resolution of the Commission.

(2) **Special Meetings.** Special meetings of the Commission may be called by the Commission President or any two Commissioners. The Commission Secretary shall immediately notify each Commissioner of the time and purpose of such meeting by causing a written notice to be delivered to each Commissioner personally if possible, or by leaving a copy of such notice at the home of such Commissioner in presence of an adult member of the family of the Commissioner.



(3) **Closed Meetings.** A closed meeting may only be convened for the reasons listed in Wis. Stats. §19.85 (1995-96). In addition, all the other requirements of Wis. Stats. §19.85 must be met before a closed meeting can be convened.

(4) **Agendas and Meeting Notices.** The Commission Secretary shall post all agendas and meeting notices in the same manner as agendas and meeting notices for the Town of Roxbury. All agendas and meeting notices shall be published in accordance with Wis. Stats. §19.85 (1995-96).

#### **1.05 PLACE OF MEETING**

(1) **Official Meeting Room.** All meetings of the Commission shall be held in the Town Hall, including special and adjourned meetings.

(2) **Transfer to Substituted Meeting Room.** If after the commencement of a meeting it is found that there is insufficient space in the Town Hall to conveniently house the persons present at said meeting, or other good reason is found, said meeting may be transferred to another building or location.

#### **1.06 ORDER OF BUSINESS**

The business of the Commission shall generally be conducted in the following order:

- (1) Call to order by presiding officer.
- (2) Roll call. (If a quorum is not present, the meeting shall thereupon adjourn.)
- (3) Reading the minutes of the preceding meeting, and approving the same if correct, and rectifying mistakes if any exist.
- (4) Unfinished business from previous meetings.
- (5) New business, including the introduction of ordinances and resolutions.
- (6) Reports of Commissioners, Attorney, Engineer, as needed.
- (7) Communications and miscellaneous business.

## **CHAPTER 2--SEWER USE ORDINANCE AND USER CHARGE SYSTEM**

- 2.01 INTRODUCTION AND PURPOSE**
- 2.02 DEFINITIONS**
- 2.03 [Reserved for Future Use]**
- 2.04 CONNECTION TO WASTEWATER FACILITIES**
- 2.05 USE OF WASTEWATER FACILITIES**
- 2.06 LIMITATIONS ON DISCHARGE OF HOLDING TANK, SEPTAGE AND OTHER SIMILAR WASTES**
- 2.07 SEWER SERVICE CHARGES**
- 2.08 BILLING AND COLLECTION**
- 2.09 ENFORCEMENT AND ABATEMENT**
- 2.10 APPEAL PROCEDURE**
- 2.11 LIMITATIONS ON DISCHARGE OF HOLDING TANK, SEPTAGE AND OTHER SIMILAR WASTES**

### **APPENDIX A: USER CHARGE METHODOLOGY**

### **APPENDIX B: SAMPLE USER CHARGE CALCULATIONS**

## CHAPTER 2

### SEWER USE ORDINANCE AND USER CHARGE SYSTEM

#### 2.01 INTRODUCTION AND PURPOSE

(1) **Purpose And Intent.** This ordinance regulates the use of public and private sewers and drains, disposal of holding tank wastes into public sewers, and the discharge of waters and wastes into the public sewerage systems within Roxbury Sanitary District No. 1 (the "District"). It provides for and explains the method used for levying and collecting sewerage and wastewater treatment service charges, sets uniform requirements for discharges into the wastewater collection and treatment system of the District, provides for annexations and connections to the sewerage system of the District and enables the District to comply with administrative provisions, water quality requirements, toxic and pretreatment effluent standards and other discharge criteria which are required or authorized by the District, State of Wisconsin and federal law. Its intent is to preserve and obtain the maximum public use and benefit of District facilities by regulating the characteristics of wastewater discharged to the sewerage system of the District and to otherwise protect the health, safety and welfare of the inhabitants of the District.

(2) **Repeal Of Inconsistent Provisions.** This ordinance supersedes any previous ordinance and all prior rules or regulations of the District or ordinances of the Town of Roxbury that are inconsistent herewith.

(3) **Authority.** This ordinance is adopted pursuant to Wis. Stat. §§ 60.77(5m) (1995-96). If there is any conflict between this ordinance and any applicable state or federal law, rule or regulation, the most stringent shall control.



## 2.02 DEFINITIONS

The meaning of the following terms used in these ordinances shall be:

(1) **Ammonia Nitrogen (NH<sub>3</sub>-N)** shall mean one of the oxidation states of nitrogen, in which nitrogen is combined with hydrogen in molecular form as NH<sub>3</sub> or in ionized form as NH<sub>4</sub>. Quantitative determination of ammonia nitrogen shall be made in accordance with the procedures set forth in Standard Methods or Chapter NR 149 of the Wisconsin Administrative Code, as amended.

(2) **Applicable Pretreatment Standard** shall mean the most restrictive pretreatment limitations or prohibitive standards for industrial strength wastewater which are either (a) enacted by a federal, state or local governmental entity, or (b) reasonably determined by the Commission Engineer based on generally accepted industry practices such as those set forth in *Wastewater Treatment Plant: A Manual of Practice*, Standard Methods, and those standards or practices reasonably established by the Commission.

(3) **Biochemical Oxygen Demand (BOD)** shall mean the quantity of oxygen utilized in the biological oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, expressed in milligrams per liter or pounds. Quantitative determination of BOD shall be made in accordance with procedures set forth in Standard Methods.

(4) **Biosolids** shall mean residual solid matter generated by the wastewater treatment process which must be disposed of off-site or in a treatment facility specifically dedicated to the storage and treatment of biosolids. Biosolids are also commonly referred to as sludge.

(5) **Building Drain** shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building or structure and conveys it to the building sewer.

(6) **Building Sewer or Lateral** shall mean a sanitary sewer beginning at the immediate outside of the foundation wall of any building being served and continuing to its connection with a public sewer.

(7) **Combined Sewer** shall mean a sewer receiving or designed to receive both wastewater and storm or surface water.

(8) **Commercial User** shall mean a person discharging primarily domestic strength wastewater (as opposed to industrial wastewater), but whose premises are used primarily for the conduct of a particular enterprise, including but not limited to



businesses such as wholesale or retail trade; financial, insurance, real estate, or other professional services; schools; churches; and multiple family dwelling with five (5) or more units. "Commercial users" shall not include residential users or industrial users as defined herein.

(9) **Commission** shall mean the governing body of the Roxbury Sanitary District No. 1.

(10) **Commission Engineer** or **Consulting Engineer** shall mean the engineer of the Commission or his or her designee.

(11) **Commissioners** shall mean the commissioners of the Roxbury Sanitary District No. 1.

(12) **Compatible Pollutant** shall mean biochemical oxygen demand, suspended solids, PH, or fecal coliform bacteria, plus additional pollutants identified in any Wisconsin Pollutant Discharge Elimination System (WPDES) Permit issued to the Commission and its wastewater treatment plant, provided that the wastewater treatment plant was designed to treat such pollutants, and in fact does remove such pollutants to a substantial degree.

(13) **Composite Sample** shall mean a sample consisting of portions of a waste taken in proportion to the volume of flow of said waste.

(14) **Customer** shall mean any person who discharges, or causes to be discharged, domestic wastewater, industrial wastewater or any other wastewater into the District's public sewers. Customer is synonymous with User. (See also User.)

(15) **Delinquent Account** shall mean an account which remains unpaid after payment is due.

(16) **District** or **Sanitary District** shall mean the Roxbury Sanitary District No. 1 or the area served by the Roxbury Sanitary District No. 1's wastewater treatment facilities.

(17) **DNR** shall mean the Wisconsin Department of Natural Resources.

(18) **Domestic Strength Wastewater, Domestic Wastewater** or **Sanitary Sewage** shall mean a combination of liquid and water-carried wastes and wastewater discharged from toilets or other sanitary plumbing facilities, and which does not contain incompatible pollutants or other substances prohibited by these ordinances.

(19) **Extension** shall mean the extension of any public sewer into territory not already served by the District.

(20) **Federal Act** shall mean the Federal Water Pollution Control Act (33 U.S.C. §1251, et. seq., as amended from time to time) and the Clean Water Act (33 U.S.C. §1317, et seq., as amended from time to time), and as implemented by Chapter 147 of the Wisconsin Statutes and appropriate sections of the Wisconsin Administrative Code, as well as any applicable guidelines, limitations and standards promulgated by the United States Environmental Protection Agency pursuant to the Federal Act.

(21) **Fixed Charge** shall mean a fixed sewer user charge established to recover certain debt costs and fixed operating, maintenance and repair costs incurred or reasonably expected to be incurred by the District.

(22) **Floatable Oil** shall mean oil, fat, or a similar substance in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable oil if it is properly pretreated and does not interfere with the collection or treatment system.

(23) **Flow or Wastewater Flow** shall mean wastewater which enters the sanitary sewer system tributary to the wastewater treatment facility and includes volume, BOD, suspended solids, and such additional parameters as may from time to time be determined by the Commission or the Commission Engineer.

(24) **Flow Proportional Sample** shall mean a sample taken that is proportional to the volume of flow during the sampling period.

(25) **Force Main** shall mean a sanitary sewer that transports wastewater *under pressure*. Because it is a type of sanitary sewer *main*<sup>1</sup>, a force main typically transports wastewater from collector sewers to a point for treatment and disposal.

(26) **Gravity Main** shall mean a sanitary sewer that transports wastewater *by gravity*. Because it is a type of sanitary sewer *main*<sup>2</sup>, a gravity main typically transports wastewater from collector sewers to a point for treatment and disposal.

(27) **Grease Trap or Sand and Grease Trap** shall mean a pretreatment system that is designed to remove sand and floatable wastes such as oils and greases, which sand and floatable waste inhibits the operation and maintenance of the sewage forcemain, sewer or wastewater treatment system.

---

<sup>1</sup> The terms sanitary sewer main, main sewer and interceptor sewer are often used interchangeably.

<sup>2</sup> The terms sanitary sewer main, main sewer and interceptor sewer are often used interchangeably.



(28) **Garbage** shall mean the animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods or from the handling, storage or sale of food products and produce.

(29) **Ground Garbage** shall mean the residue from the preparation, cooking, and dispensing of food that has been shredded to such degree that all particle will be no greater than one-half (1/2) inch in any dimension and will be carried freely in suspension under normal flow conditions prevailing in public sewers.

(30) **Holding Tank Waste** shall mean the scum, liquid, sludge or other waste from holding tanks such as chemical toilets, campers, trailers, vacuum pump tank trucks and other temporary holding facilities that collect wastewater from a user. "Holding tank waste" does not include sludge, or waste from a soil absorption field, septic tank, privy or grease trap.

(31) **Incompatible Pollutant** shall mean any pollutant which is not a compatible pollutant. Incompatible pollutants include any wastewater or discharges to the local or regional system that are likely to adversely affect or disrupt the wastewater treatment processes or effluent quality or sludge quality, as determined by applicable federal, state or local governmental law, or by the Commission Engineer based on generally accepted industry practices such as those set forth in *Wastewater Treatment Plant: A Manual of Practice*, Standard Methods, and those standards or practices reasonably established by the Commission.

(32) **Industrial User** shall mean any user who makes, causes, or permits an industrial discharge into the District's wastewater facilities. Industrial users include any user defined in CFR Title 40, Section 35.905-8, as amended.

(33) **Industrial Strength Wastewater, Industrial Wastewater or Industrial Discharge** shall mean all wastewater other than domestic strength wastewater. Industrial strength wastewater includes water-borne solids, liquids or gaseous wastes resulting from or discharging from an industrial process, trade or business, or otherwise escaping into the wastewater facilities. Industrial discharges include, but are not limited to, cooling water and discharges from wastewater pretreatment facilities.

(34) **Infiltration** shall mean the water (other than wastewater) from the ground or other sources that enters the local or regional system through means such as, but not limited to, defective pipes, pipe joints, connections or manhole walls. Infiltration does not include, and is distinguishable from, inflow.

(35) **Inflow** shall mean the water (other than wastewater) that enters the local and regional system from, but not limited to, roof leaders, cellar drains, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross



connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguishable from, infiltration.

(36) **Interceptor Sewer** (see Force Main and Gravity Main).

(37) **Interference** shall mean the inhibition or disruption of the sewerage system, or wastewater treatment processes or operations, which may or does contribute to a violation of any condition of the Commission's WPDES permit.

(38) **Lateral** (see Building Sewer).

(39) **Licensed Disposer** shall mean a person holding a valid license to do septage or holding tank servicing under NR 113 of the Wisconsin Administrative Code, as may be amended from time to time.

(40) **Limited Contract User** shall mean a municipality, entity or individual who enters and is bound to the Commission by a limited purpose contract for limited use of excess treatment capacity or other limited purposes approved by the Commission.

(41) **Main Sewer** (see Force Main and Gravity Main).

(42) **May** is permissive.

(43) **National Categorical Pretreatment Standards** shall mean any regulation or order containing pollutant discharge limitations as promulgated by the U.S. Environmental Protection Agency in accordance with Section 307(b) and (c) of the Clean Water Act (33 U.S.C. §1317 et. seq., as amended from time to time), which limitations apply to one or more specific categories of industrial users.

(44) **New Source** shall mean any source for which National Categorical Pretreatment Standards have not been prescribed because the source commenced after the publication of proposed regulations prescribing National Categorical Pretreatment Standard pursuant to Section 307(c) (33 U.S.C. §1317, et. seq., as amended from time to time). The Commission Engineer shall prescribe appropriate standards for new sources until such time as same are prescribed by the National Categorical Pretreatment Standards.

(45) **Operation, Maintenance and Replacement Costs or OM&R Costs** shall include costs to operate and maintain the local system in order to provide the capacity and performance required by the District, and the amount necessary to ensure replacement of all equipment, accessories, or appurtenances that are necessary to maintain the public sewer system.

(46) **Owner** shall mean any person or persons who holds title to a parcel or parcels of property to which these ordinances pertain.

(47) **Parts Per Million** or **PPM** shall mean a weight-to-weight ratio. The parts per million value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.

(48) **Person** shall mean any individual, firm, company, partnership, municipality, association, private or public, corporation, cooperative, society, institution, enterprise, government agency, or other entity.

(49) **pH** shall mean the logarithm of the reciprocal of hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen ion concentration of  $10^7$ .

(50) **Phosphorus (P)** shall mean the total phosphorus in wastewater, which may be present in any of three principal forms: orthophosphates, polyphosphates, and organic phosphates. Quantitative determination of total phosphorus should be made in accordance with procedures set forth in Standard Methods.

(51) **President**, as applied to the Commission, shall mean the President of the Commission or other representative of the Commission duly authorized to act on behalf of the President.

(52) **Pretreatment** shall mean the reduction of the amount of pollutants, the elimination of pollutants or the alteration of the nature or characteristics of the pollutant properties of the wastewater of a user prior to or in lieu of discharge to a public sewer.

(53) **Private Sewerage System** or **Private Sewage System** shall mean a system for treatment of wastewater which is not owned or operated by the Commission or another governmental entity.

(54) **Properly Shredded Garbage** (see Ground Garbage).

(55) **Public Sewer** shall mean any sanitary sewer that is a part of the District's system. The public sewer extends from its point of origin (typically the point where a building sewer connects with a public sewer) to the wastewater treatment plant.

(56) **Public Sewerage System**<sup>3</sup> or **Public Sewage System** shall mean the public wastewater facilities (which includes the wastewater treatment plant but excludes building drains and building sewers). The preferred term is wastewater facilities.

---

<sup>3</sup> The terms public sewerage system, public sewage system, sanitary sewer



(57) **Regional Planning Commission** or **RPC** shall mean the operative regional planning authority having jurisdiction in the area served.

(58) **Replacement Costs** (see Operation, Maintenance and Replacement Costs).

(59) **Residential User** shall mean a person discharging domestic strength wastewater from a single family or multiple family dwelling unit. A multiple family dwelling unit with five (5) or more units shall be considered a Commercial User, unless otherwise defined by the local sewer use ordinance.

(60) **Sanitary Sewer** shall mean a pipe or conduit that collects and carries wastewater from residential, commercial and industrial users through a system that eventually connects to a wastewater treatment plant.

(61) **Sanitary Sewer System**<sup>4</sup> shall mean the public wastewater facilities (which includes the wastewater treatment plant but excludes building drains and building sewers). The preferred term is wastewater facilities.

(62) **Sanitary Sewer Main** (see Force Main and Gravity Main).

(63) **Septage** shall mean the contents of septic tanks, dosing chambers, seepage beds, seepage pits, seepage trenches, and privies.

(64) **Service Life** shall mean the expected life of individual pieces of equipment. In many instances, the service life of a piece of equipment will be shorter than the useful life of the overall treatment plant.

(65) **Service Area** shall mean the area served by the District.

(66) **Sewage** is the spent water of a community. The preferred term is "wastewater".

---

system, sewerage system and wastewater facilities are often used interchangeably.

<sup>4</sup> The terms public sewerage system, public sewage system, sanitary sewer system, sewerage system and wastewater facilities are often used interchangeably.



(67) **Sewer** shall mean a pipe or conduit that carries wastewater or storm drainage water.

(68) **Sewer Service Charge** is the total service charge levied by the Commission on the customers to pay for debt retirement costs for capital expenditures as well as the operation, maintenance and replacement costs of the wastewater facilities. (The basic sewer service charge does not include surcharges, special charges or connection charges.)

(69) **Sewerage System**<sup>5</sup> shall mean the public wastewater facilities (which includes the wastewater treatment plant but excludes building drains and building sewers). The preferred term is wastewater facilities.

(70) **Shall** is mandatory.

(71) **Significant Industrial Contributor** shall mean a user that has a discharge flow which:

(a) Is greater than 10,000 gallons on any day of the year; or

(b) Is greater than five (5) per cent of the total flow rate or design compatible pollutant loading received at the wastewater treatment plant and/or is subject to pretreatment standards for incompatible pollutants as defined in Chapter NR 211, Wisconsin Administrative Code; or

(c) Has been notified in writing by the DNR, the Commission or a contracting municipality that it is necessary to provide information concerning the concentration and quantity of the pollutants discharged.

(72) **Sludge** (see Biosolids). The preferred term is biosolids.

(73) **Slug Load** shall mean any substance released at a discharge rate and/or concentration which causes interference to the wastewater treatment processes.

(74) **Stats., Wis. Stats. or Wis. Stat.** shall mean the Wisconsin Statutes as amended and in effect from time to time.

---

<sup>5</sup> The terms public sewerage system, public sewage system, sanitary sewer system, sewerage system and wastewater facilities are often used interchangeably.

(75) **Standard Methods** shall mean the examination and analytical procedures set forth in the most recent edition of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved, and published jointly by the American Public Health Association, American Water Works Association, and the Water Pollution Control Federation and is in compliance with Federal Regulations 40 CFR §136, "Guidelines Establishing Test Procedures for Analysis of Pollutants", all as amended from time to time.

(76) **Storm Sewer** or **Storm Drain** shall mean a drain or sewer for conveying surface water, groundwater and subsurface water or unpolluted water from any source.

(77) **Storm Water Runoff** shall mean that portion of the rain fall that is collected and drained into the storm sewers.

(78) **Suspended Solids (SS)** shall mean total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater, or other liquids, and that is removable by laboratory filtering as prescribed in Standard Methods and referred to as non-filterable residue.

(79) **Surcharge** shall mean a charge applied to any user of the wastewater treatment facility whose discharge exceeds in one or more parameters (such as BOD, SS, etc.) of the concentration of normal domestic strength wastewater. The minimum amount of any such surcharge shall be the direct costs incurred to remove the excess BOD, SS, or other pollutants from the wastewater, and shall be in addition to all fixed and variable charges.

(80) **Total Kjeldahl Nitrogen (TKN)** shall mean the quantity of organic nitrogen and ammonia as determined in accordance with Standard Methods.

(81) **Town** shall mean the Town of Roxbury.

(82) **Town Board** shall mean the governing body of the Town of Roxbury.

(83) **Unmetered User** shall mean a user who is not connected to the municipal water system and therefore does not have publicly metered water supply.

(84) **Unpolluted Water** is water of quality equal to or better than the effluent criteria in effect or water that would not violate receiving water quality standards and, therefore, would not benefit through discharge to the sanitary sewers and wastewater treatment facility.

(85) **Urban Service Area** or **USA** means the area designated in the Water Quality Plan adopted by the regional planning authority and approved by the DNR as part of the area in which the Commission may provide sewerage services. For these



purposes, the USA includes any limited services area.

(86) **User** shall mean any person who discharges, or causes to be discharged, domestic wastewater, industrial wastewater or any other wastewater into the District's public sewers. User is synonymous with Customer. (See also Customer.)

(87) **User Charge** (see Sewer Service Charge).

(88) **Wastewater** means liquid wastes or water-borne wastes discharged from residential, commercial, industrial and public buildings. Wastewater also includes inflow and infiltration.

(89) **Wastewater Facilities**<sup>6</sup> shall mean the structures, equipment and processes designed to collect, carry and treat domestic wastewater and industrial discharges, exclusive of the building sewer and building drain. The wastewater treatment plant is a component of the wastewater facilities.

(90) **Wastewater Treatment Plant** shall mean an arrangement of devices and structures for treating domestic wastewater and industrial discharges. The wastewater treatment plant is a component of the wastewater facilities.

(91) **WPDES Permit** shall mean a permit to discharge pollutants, obtained under the Wisconsin Pollutant Discharge Elimination System (WPDES) pursuant to Chapter 147 of the Wisconsin Statutes.

---

<sup>6</sup> The terms public sewerage system, public sewage system, sanitary sewer system, sewerage system and wastewater facilities are often used interchangeably.



## 2.04 CONNECTION TO WASTEWATER FACILITIES

(1) **All Connections To District Sewers Require Approval.** Any person desiring to connect property located within the District with a District sewer shall apply to the Commission for a permit to make such connection. The person desiring to connect shall undertake adequate investigation to confirm (a) that the sewer owned by the District to which the person wishes to connect is adequately sized to transport the additional flow, (b) that the capacity of downstream collection is adequate, and (c) that the District's wastewater facilities have adequate capacity available. The person desiring to connect shall provide satisfactory evidence of same to the Commission. Failure to provide such evidence may result in denial of the connection. All connections shall be completed under the supervision of a licensed plumber.

### (2) **Connection of Building Sewer to Existing District Sewer.**

(a) **General.** No person shall connect a building sewer to a District sewer without obtaining a permit as herein provided.

(b) **Application for Permit.** Applications for permission to connect a building sewer to a sewer owned by the District shall be made in writing to the Commission. Connection applications should be made prior to or simultaneous with applications for building permits, and filing a connection application should be a condition of issuance of a building permit. The connection application shall be made by the owner or the owner's representative and shall include a statement giving the exact location of the premises, the purpose for which the connection is to be used, the time when the work is to be done and such other information as may be required by the Commission. The required connection fee (which is set forth in section 2.04(4), set by Commission resolution and also known as hook-up fees), along with a non-refundable application and inspection fee shall be paid upon filing the connection application. The application and inspection fee shall be retained by the Commission. If following inspection, a connection permit is not issued, the connection fee shall be refunded. No work of laying the building sewer shall be commenced or continued without the required connection permit being posted on the premises. At the time of the connection, each building sewer shall be inspected by the Commission's designee. Failure to follow connection application requirements shall subject the owner and/or the owner's representative to the penalties provided in this Chapter.

(c) **No Clean Water.** Clean water shall be excluded from building sewers that are connected to District sewers.

### (3) **Connection Of New Public Sewers And/Or Private Sewers To**



## **Existing District Sewer.**

(a) **General.** Any developer or builder desiring to construct a sewer which will subsequently be dedicated to the District and connected to an existing District sewer shall make application for permission to make such connection. No work of laying the proposed public sewer or private interceptor sewer shall be commenced or continued without first obtaining written final approval of the plans and specifications by the Commission and the required connection permit. The connection permit shall be on the premises at all times during construction. The developer or builder desiring to connect shall undertake adequate investigation to confirm (a) that the sewer owned by the District to which the developer or builder wishes to connect is adequately sized to transport the additional flow, (b) that the capacity of downstream collection is adequate, and (c) that the District's wastewater facilities have adequate capacity available. The developer or builder shall provide satisfactory evidence of same to the Commission. Failure to provide such evidence may result in denial of the connection. All connections shall be completed under the supervision of a licensed plumber and the Commission Engineer or designee.

(b) **Application.** An application for permission to construct a new public sewer or private sewer which will subsequently be dedicated to the District and connected to an existing District sewer shall be made as follows:

1. The application shall be made to the District in writing by a professional engineer licensed to practice in Wisconsin. The required connection fee (which is set forth in section 2.04(4) and set by Commission resolution and also known as hook-up fees), along with a separate non-refundable application and inspection fee shall be paid upon filing the connection application. The application and inspection fee shall be retained by the Commission. If following application review, a connection permit is not issued, the connection fee shall be refunded.

2. The application shall describe the location of the requested connection, the character of the wastewater to be transmitted, the time when the work is to be done, the size and type of pipes, the length and slope of pipes, manhole locations and rim and invert elevations, lateral locations, lift stations, forcemains, sanitary district boundaries, sewer service area limits, future sewer extensions and such other information as may be required by the Commission, Commission Engineer or other designee; and shall include a statement that the design, construction, operation and maintenance of the system will be subject to the lawful rules and regulations of the Commission and that all necessary connection charges shall be paid. The application shall be accompanied by six (6) sets of plans and specifications for the connecting system. The



plans and specifications shall be prepared and sealed by a professional engineer, licensed to practice in the state of Wisconsin and shall conform to state and local plumbing codes (including District requirements) and the requirements of the Wisconsin Department of Natural Resources. All elevations given on the plans submitted to the Commission shall be based upon United States Geological Survey datum, and all bearings shown shall refer to the true north and south meridian. Every plan submitted shall bear a sign showing the direction of true north in relation to the plan.

3. The plans and specifications described in 2. shall be submitted to the Commission Engineer at least 30 calendar days prior to the Commission meeting at which presentation is desired. The Commission's Engineer shall review said plans and specifications for conformity with all design standards and standard specifications generally used by the Commission Engineer or as periodically adopted and approved by rule or regulation of the Commission, and the Commission Engineer shall then transmit the plans and specifications along with his or her recommendations, to the Commission.

4. The Commission shall review the plans and specifications for conformity with all ordinances, administrative rules and regulations and for any other matter within its jurisdiction. The Commission shall then either approve, conditionally approve or reject the plans and specifications. The applicant shall be informed in writing of the action taken and, if the plans and specifications are approved conditionally or rejected, the conditions of approval or reasons for rejection shall be given in writing.

5. Unless the time is extended by written agreement between the applicant and the Commission, the Commission shall use good faith efforts to complete the action required herein within ninety (90) days of the filing of the plans and specifications previously approved by the Commission's Engineer. The Commission's approval may be conditioned on the applicant obtaining approval from the Department of Natural Resources, Regional Plan Commission or other appropriate authorities. Failure to act within such ninety (90) days shall constitute denial of the plans and specifications by the Commission. In no event shall construction proceed until all required approvals are granted.

6. The Commission's approval of the plans and specifications and the issuance of the connection permit shall be conditioned upon approval by the state of Wisconsin and other required approving authorities. Any changes or additions to the plans and



specifications which are required by an approving authority, other than the Commission, shall be submitted by the applicant to the Commission's Engineer as said changes or additions are made.

(c) **Developer's Agreement.** No connection permit for a new public or private sewer connection under this section shall be approved by the Commission unless the applicant executes a development agreement with the Commission wherein the applicant agrees to install the required improvements, pay the required connection fees, administrative fees, professional fees and other fees, post adequate security in the form of a letter of credit or bond, provide proof of insurance, provide guarantees, warranties and indemnifications and dedicate said improvements to the Commission as set forth in this Chapter. The Development Agreement shall be in a form satisfactory to and approved by the Commission. The Commission hereby adopts the standard form Development Agreement attached to this Chapter as CH. 2 Ex. A. As necessary to better provide for the public health, safety and welfare of Commission residents, and only with approval by the Commission, the standard form may be modified to meet the special needs of a particular connection permit.

(4) **Connection Fees and Charges (a.k.a. Hook-up Fees).** Upon applying to the District for any permit to connect any building sewer (lateral) under 2.04(2) or a new public sewer or private sewer under section 2.04(3) to the District sewer, the applicant shall pay the following to the Commission:

(a) The connection fee established by resolution of the Commission. The Commission shall review and, as necessary, adjust connection fees on an annual basis. Where an application for connection includes installation of public sewer main that is intended and/or designed to later connect to one or more laterals and buildings, the connection fee paid at the time of application shall include a reasonable estimate based on the estimated number of connections. This estimate shall be provided with the application and is subject to approval by the Commission. For example, where public sewer main is being extended to a 10 lot single family subdivision, the applicant will estimate 10 residential equivalent units ("REUs") and submit connection fees for 10 REUs and the Commission will confirm the number of REUs and the connection fee due and payable. The Commission and/or applicant may wish to record notice of payment of the connection fees. All connection fees paid are subject to the refund provisions set out in 2.04(2) and (3).

(b) All outstanding charges, including special assessments and interest thereon, due against the land for local sewers, interceptors, force mains and lift stations previously installed by the District or other authority.

(c) All costs of services performed by third parties on behalf of the District, including but not limited to consultation with the Commission's

Engineer and/or Attorney with respect to the applicant's permit or application.

(d) All costs incurred by the Commission for special meetings, publication of notices and other similar costs associated with the applicant's permit or application.

Any person failing to pay connection fees and charges when due shall be subject to the penalties provided in this Chapter.

**(5) Connection, Special Assessment, and Fee Policy**

(a) Wastewater facilities or mains constructed for the purpose of connecting a new customer and proposed to be dedicated to the District shall be laid along the adjacent right of way or easement across the entire width or distance of the parcel of property on which the connection is going to be made.

(b) If a new customer wishes to connect, and wastewater facilities must be extended across the new customer's neighbor's property to facilitate connection of the new customer, and the neighbor is already connected to the wastewater facilities, then the cost of the portion of the wastewater facilities laid across the neighbor's property shall be considered a benefit of the new customer's property for purposes calculating and levying a special assessment against the customer, and the cost of laying the wastewater facilities across the neighbor's property shall be born by the new customer.

(c)

1. If a new customer wishes to connect, and wastewater facilities must be extended across the new customer's neighbor's property to facilitate connection of the new customer, and the neighbor is benefitted but either not required to be connected and/or the neighbor is exempt from special assessments under 2.04(7)(c) of this ordinance, then the cost of the portion of the wastewater facilities laid across the neighbor's property shall be either exempted or deferred as a benefit against the neighbor's property in accordance with applicable statutes.

2. In such case however, as a condition of approval and as a condition of receipt of a connection permit from the District, the new customer shall pay to the District the entire cost of the deferred or exempted benefit on the neighbor's property ("Neighbor Deferral Payment"). Consistent with applicable exemption and deferred special assessment laws, at such time as the neighbor loses its exemption, or the neighbor connects and makes use of the wastewater facilities, the neighbor shall reimburse the District for the cost of the benefit or the applicable portion thereof, at which time the District shall reimburse the



new customer for the Neighbor Deferral Payment previously paid to the District by the new customer. In addition, as a condition of approval and as a condition of receipt of a connection permit from the District, the new customer shall obtain a signed agreement between the new customer and the neighbor memorializing the Neighbor Deferral Payment reimbursement requirements under this paragraph.

**(6) Supervision And Construction Of Sewers.**

(a) **Public sewers and private sewers.** Construction of public sewers and private sewers within the District shall be under the direction of a professional engineer licensed to practice in Wisconsin. Such engineer shall keep accurate records of the location, depth, and length of sewers as built; the number and location of manholes, if any; the location of any "Y" branches or slants; and the location of building sewers. The developer or builder shall be charged for engineering, inspection, consulting, legal and testing services performed by or on behalf of the District in conjunction with the design, inspection and review of private construction of a proposed public sewer or private interceptor sewer to be subsequently dedicated to the District. Engineering, inspection, consulting, legal and testing fees shall be the actual cost to the District on the basis of submitted invoices. Upon acceptance by the Commission of the construction covered by the plans and specifications for the new public sewer or private sewer, the developer shall furnish to the Commission two (2) complete sets of correct as-built prints and one (1) complete set of correct as-built polyester reproducibles of the system as built. The developer shall be responsible for performing replacement or acceptable repairs of any defective workmanship or materials that appear during a one-year guarantee period following completion and acceptance of the project. During the guarantee period, the developer shall provide a bond or such other performance guarantee in an amount and kind satisfactory to the Commission.

(b) **Building sewers.** All building sewers served by the District shall be constructed and inspected as required by the Wisconsin Administrative Code.

**(7) Prohibited Connections.**

(a) **Septic or holding tanks.** No connection shall be made to any District sewer if the connection pipe is carrying any contents from a septic or holding tank except a septic or holding tank serving as a pretreatment process which has been required or permitted by the District. The District is not obligated to dispose of waste from septic or holding tanks. Permits for disposal of waste from septic or holding tanks by the District must be obtained prior to any such disposal using the process set forth for obtaining permits for connection of building sewers to District sewers. Any such permits granted may be

terminated by the Commission with or without cause following ninety (90) days notice by the Commission.

(b) **Building foundation drains and sump pumps.** No connection shall be made to any District wastewater collection facility if the connection pipe is carrying flow from a building foundation drain and/or a sump pump.

(c) **Swimming pools.** No connection shall be made to any District wastewater collection facility if the connection pipe is carrying flow discharged from a swimming pool.

(8) **Mandatory Connections.**

(a) **When required.** Except as provided in (b) every owner of a parcel of land within the District shall install, at the owner's expense, suitable plumbing facilities and connect to a District sewer whenever the following conditions exist:

1. The parcel of land is located within the District adjacent to a District sewer; and
2. There is located upon such parcel a building or other structure used for human habitation, recreation or occupancy, or for the conduct of any trade, business or industry; and
3. Such building or structure is being served by a private sewage disposal or treatment works; and
4. Sufficient capacity is available, as determined by the District.

Such connection shall be made within 90 days after the date of written notice by the Commission. As used in this paragraph "adjacent" means 50% or more of the frontage abuts upon a right-of-way or easement in which is installed a District sewer.

(b) **Temporary Waiver.** The requirement to connect to the public sewer system may be temporarily waived by the Commission by a unanimous vote of the entire membership upon application of the property owner and a finding by the Commission that there is no evidence of a condition hazardous to health and that immediate connection would cause the property owner extraordinary hardship and expense. The period of temporary waiver shall be established by the Commission but shall be reviewed no less than every two (2) years. The granting of a temporary waiver will not delay the collection of



special assessments or other tax levies unless the Commission so provides. The owner's application for a waiver must be accompanied by proof, in a form acceptable to the Commission, that the private sewerage system is operating satisfactorily in accordance with all applicable District and State regulations. A temporary waiver grant applies only to the property owner receiving the waiver. In the event ownership of the property is subsequently transferred, the temporary waiver will automatically expire upon such transfer and the new owner must immediately comply with the compulsory connection requirement.

(c) **Deferred connection of exclusive agricultural lands.** Upon application by the owner to the Commission, lands zoned for exclusive agricultural use or for which a farmland preservation agreement has been recorded as provided in Wis. Stat. Ch. 91, shall be granted a compulsory connection waiver. This waiver shall remain in effect only so long as the property is either zoned for exclusively agricultural use or is covered by a recorded farmland preservation agreement. Pursuant to Wis. Stat. §91.15, such lands will be excluded from any related special assessments for so long as the waiver is in effect and the owner makes no use of the public sewerage system; provided that interest on such special assessments shall accrue for up to ten (10) years.

(d) **Waiver not to negate other requirements.** The provisions of this subsection do not abrogate or alleviate the need for compliance with any other connection requirements that may be imposed by the state of Wisconsin or other regulatory authority.

## 2.05 USE OF WASTEWATER FACILITIES

### (1) Prohibited Discharges.

(a) **General.** No person shall discharge wastes to a local sewer which cause or are capable of causing, either alone or in combination with other substances,

1. a fire or explosion;
2. obstruction of flow or damage to the wastewater facilities;
3. danger to life or safety or welfare of persons;
4. air pollution as defined in Wis. Stat. §144.01(1), as amended from time to time, and any regulations and/or orders of any regulatory agency issued thereunder;
5. prevention of effective maintenance or operation of the wastewater facilities;
6. any product of the District's treatment processes or any of the District's residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with reclamation processes;
7. a detrimental environmental impact, a nuisance, or any condition unacceptable to any public agency having regulatory jurisdiction over the District;
8. any sanitary sewer or the wastewater facilities to be overloaded;
9. in the opinion of the Town, Commission, or designee, excessive collection and treatment costs, or use of a disproportionate share of the wastewater facilities;
10. cause the Commission to violate its WPDES permit.

(b) **Specific.** Prohibited discharges shall include, but not be limited to:

1. any gasoline, benzene, naptha, fuel oil, or other flammable or explosive liquid, solid or gas;
2. any wastes containing toxic or poisonous solids, liquids



or gases in sufficient quantity, either singly or by interaction or in combination with other wastes, to injure or interfere with any waste treatment process, constitute a danger to humans, flora or fauna, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant;

3. any waters or wastes having a pH lower than 5.5 or higher than 9.0, or having other corrosive property capable of causing damage or hazard to structures, equipment, Commission employees or consultants;

4. solids or viscous substances including, but not limited to, such substances as ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, improperly shredded garbage, whole blood, paunch manure, hair and fleshing, entrails, paper dishes, cups, mill containers, either whole or ground by garbage grinders;

5. any wastewater from industrial users containing floatable oils, fats or greases;

6. any wastewater which contains organo-sulfur or organo-phosphate pesticides, herbicides or fertilizers;

7. any wastewater containing animal wastes; or,

8. any waters from swimming pools, whirlpools or jacuzzis in excess of 1000 gallons.

**(2) Storm Drainage and Ground Water Discharge Restricted.**

(a) **Unpolluted waters.** Unpolluted waters, including storm water, ground water, rain water, street drainage, roof runoff or subsurface drainage, cooling water, process water or blow-down from cooling towers or evaporative coolers, shall not be discharged into the wastewater facilities without prior approval of the Village. Such approval shall be granted only when no reasonable alternative method of disposal is available and upon payment of applicable charges and fees and compliance with conditions as required by the Commission.

(b) **Polluted storm water.** Polluted storm water runoff from limited areas may be discharged to the wastewater facilities upon approval by the Commission, payment of applicable charges and fees and compliance with conditions required by the Village and Commission.

(3) **Limitations On Discharge Characteristics.**

(a) **Limitations related to treatment plant influent.** Discharge to the local system of the following described substances, materials, waters or waste shall be limited to the following concentrations or quantities, provided such concentrations or quantities will not harm the local system, regional system, wastewater treatment plant, wastewater treatment process or equipment; will not have an adverse effect on the receiving stream; will not have an adverse effect on the sludge management program; will not endanger persons or property; will not cause air pollution or other detrimental environmental effects; and will not constitute a nuisance:

1. liquid having a temperature higher than 65°C (149°F) or any wastewater having a temperature which will inhibit biological activity in the wastewater treatment plant, thereby resulting in interference. Notwithstanding the foregoing, in no case shall wastewater be discharged having a temperature that causes the influent to the wastewater treatment plant to exceed 40°C (104°F), unless the Commission Engineer certifies that the wastewater treatment plant is designed to accommodate such temperature;

2. wax, grease, oil, plastic or any other substance that solidifies or becomes discernibly viscous;

3. radioactive wastes which, alone or with other wastes, result in releases greater than those specified by current United States Bureau of Standards Handbooks, or which violate rules or regulations of any applicable regulatory agency;

4. wastewater containing more than 50 milligrams per liter of petroleum oil, non-biodegradable cutting oils, or products of mineral oil origin;

5. wastewater containing more than 300 mg/l of oil or grease of animal or vegetable origin;

6. wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation;

7. wastewater which contains in excess of any of the following constituents in a 24 hour flow proportionate sample made up of an aggregate of the total discharge from all of the outfalls of the industrial user:



1.0	mg/l aluminum
0.02	mg/l cadmium
0.1	mg/l hexavalent chromium
0.5	mg/l total chromium
0.2	mg/l copper
2.0	mg/l lead
0.02	mg/l mercury
0.3	mg/l selenium
0.04	mg/l silver
2.0	mg/l zinc
1.0	mg/l nickel
0.35	mg/l cyanide

The Commission shall cooperate with the Commission Engineer in changing the requirements established in the ordinance above if necessary to meet the objectives of the ordinance or a condition of the Commission's WPDES permit.

Samples shall be collected over the period of discharge if the discharge is less than 24 hours in duration;

8. industrial discharges exceeding applicable National Categorical Pretreatment Standards, or state standards;

9. any substance with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solution;

10. any noxious or malodorous liquids, gases, or solids which either singly or by interaction are capable of creating a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair; or,

11. any discharge prohibited or limited as determined by the Commission to be necessary to meet the objectives of this ordinance or the conditions of its WPDES permit.

(b) **Limitations related to treatment plant effluent.**

1. Specific. No person shall discharge any wastewater to the local system which, in combination with other discharges, results in either:

a. the wastewater treatment plant effluent having

concentrations exceeding the following limits:

- (a) 0.1 mg/l total phenols or
- (b) 0.002 mg/l polychlorinated biphenols (PCBs) or

b. the wastewater treatment plant's digested sludge exceeding a PCB concentration of 10.0 ppm on a dry-weight basis.

2. **General.** No person shall cause or permit a discharge into the local system that would cause, or significantly contribute to, either directly or indirectly, a violation of the conditions of the Commission's WPDES permit and any modification or re-issuance thereof.

(c) **Limitations superseded.** Upon promulgation of National Categorical Pretreatment Standards for a particular industrial user subcategory, the federal standards (if more stringent than the limitations imposed under these regulations) shall immediately supersede the limitations imposed under these regulations; and such industrial user shall comply with the said federal standards upon notification by the Commission of the applicable requirements under 40 CFR 403.12, as may be amended from time to time.

(4) **No Dilution Of Industrial Discharge.** Dilution of an industrial discharge for purposes of reducing the pollutant characteristics or concentrations to below the limitations established in this Section, or below other applicable pretreatment standards, is prohibited.

(5) **Accidental Discharge Of Prohibited Wastewater.** Any person who accidentally discharges into the local system wastes or wastewater prohibited under these regulations shall immediately report such a discharge to the Commission. Such report shall describe the location, time and volume of the discharge, and the type of waste or wastewater discharged. Within fifteen (15) days of such discharge, a detailed written statement describing the cause of the discharge and the measures taken to prevent a future occurrence shall be submitted to the Commission. Such reporting shall not relieve the person causing the accidental discharge from any penalties imposed by this ordinance or other laws and regulations. Where the Commission deems necessary, industrial users shall provide facilities to prevent accidental discharges or spills of wastes or wastewaters prohibited under these ordinances.

(6) **Alternatives To Acceptance of Wastewater.** If any waters or wastes are discharged or are proposed to be discharged to the wastewater facilities in excess of those limitations enumerated herein, the Commission shall:



- (a) reject the wastes; and/or
- (b) require pretreatment; and/or
- (c) control the quantities and rates of discharge; and/or
- (d) recover the increased costs of handling and treating such wastes.

(7) **Industrial Discharges; Pretreatment.** Industrial users shall comply with the provisions of this ordinance, as may be amended from time to time, and any additional conditions related to a specific industrial user as determined by the Commission. Industrial users may be required to pretreat their wastewater when necessary to protect the wastewater facilities or prevent discharge of incompatible pollutants. Construction, operation and maintenance of pretreatment facilities shall be at the expense of the user. Pretreatment facilities shall be operated by qualified personnel holding a Grade 1 certificate in appropriate subgrade as issued by the DNR.

(8) **Grease and Sand Trap Installations.** The Commission shall require such traps as are deemed necessary for the proper handling of liquid wastes containing floatable oil or grease in amounts in excess of the limitations as specified in this ordinance, or any flammable wastes, sand, or other harmful ingredients. However, such traps shall not be required for private living quarters or dwelling units. All such traps shall be of a type and capacity approved by the Commission, and shall be located as to be readily and easily accessible for cleaning and inspection. In maintaining these traps, the owner shall be responsible for the proper removal and disposal by appropriate means of the captured material, and shall maintain records of the dates and means of disposal. Such records shall be submitted to the Commission upon request. Disposal of the collected materials must be in accordance with applicable DNR rules and regulations.

## **2.06 LIMITATIONS ON DISCHARGE OF HOLDING TANK, SEPTAGE AND OTHER SIMILAR WASTES**

(1) **No Discharge Into Public Sewers.** No person, including a licensed disposer, may discharge the following into a nondesignated manhole or other opening in a public sewer:

(a) any holding tank wastes;

(b) septage; or,

(c) any other liquid, gaseous or solid wastes determined by the Commission to be detrimental to the public sewerage system, Commission employees, contracting municipalities' employees or to the process of sewage treatment (collectively, for purposes of this Section, "other similar wastes").

(2) **Approval Required For Discharge At Wastewater Treatment Plant.** Holding tank wastes, septage and other similar wastes may be disposed at the designated receiving point in the wastewater collection system. Prior to disposal, all disposers of holding tank, septage and other similar wastes shall obtain prior approval, in the form of a permit from the Commission or a one-time license from the wastewater treatment plant operator and pay the required fees set by resolution of the Commission.

(a) **Hauler's Permit.** All licensed disposers or regular haulers of holding tank, septage and other waste (collectively, for purposes of this Section, "haulers") shall be required to obtain a permit from the Commission ("hauler's permit"). The permit fees, disposal charges, duration and conditions of hauler's permits and disposal charges shall be determined by resolution of the Commission. Initial issuance of a hauler's permit shall require approval by the Commission. The wastewater treatment operator shall refer renewal requests to the Commission for review and approval.

Hauler's permits shall state the location, volume and characteristics of permitted discharges, the fee, and the duration of the permit. The wastewater treatment plant operator shall record the volume and nature of all discharges pursuant to a hauler's permit and report same to the Commission on a monthly basis. The hauler shall pay disposal charges, based on the characteristics of the discharge, on a quarterly basis.

The Commission reserves the right to terminate the hauler's permit and/or charge interest on balances that are not paid in full within thirty (30) days of billing. The Commission also reserves the right to terminate the hauler's permit if the hauler violates the terms of the permit or the regulations of the Commission.



(b) **Disposal License.** One-time or limited users shall obtain a license from the wastewater treatment plant operator prior to disposal ("disposal license"). The classification of one-time or limited disposers ("approved disposers") is intended to allow for situations such as local RV discharge or limited farm discharge, and shall be determined in the reasonable discretion of the wastewater treatment plant operator. Classifications by the wastewater treatment plant operator may be appealed to the Commission. There shall be no fee for a disposal license, but the approved disposer shall pay a disposal charge, as determined by the Commission based on the characteristics of the discharge, prior to disposal, and shall schedule disposal with the wastewater treatment plant operator.

(3) **Limitations On Discharge Of Holding Tank, Septage Tank And Other Wastes.** Any holding tank waste, septage or other similar waste permitted to be discharged under this Section shall be of domestic origin and/or contain compatible pollutants only. The hauler or licensed disposer making the discharge shall comply with the provisions of any and all applicable laws and regulations, including these regulations. Without limiting other relevant provisions of these regulations, such person or licensed disposer shall not deposit or drain any gasoline, oil, acid, alkali, grease, rags, volatile or flammable liquids or other deleterious substances into any manhole, building sewer, interceptor sewer or other public sewer nor shall such person or licensed disposer allow any grease, earth, sand or other solid materials to pass into any part of the public sewer system; nor shall such person or licensed disposer discharge any liquid, gaseous or solid wastes determined by the Commission to be detrimental to the sewerage system or to the District's employees or to the process of sewage treatment.

(4) **Permits To Discharge Holding Tank, Septage And Other Wastes.**

(a) **Permits: application, term.** All applications for a permit shall be in writing; shall contain such information as the Commission deems appropriate; and shall be submitted to the Commission no later than November 30 of each year. No permit once issued shall be assignable or transferrable by the person receiving the same. Permits shall be valid for a period of up to one year, beginning on January 1 of the year of issuance and expiring on December 31 of the succeeding year. Permits issued mid-year shall nonetheless terminate on December 31. Fees charged for permits issued mid-year shall be prorated to the nearest quarter. No holder of a holding tank, septage or other waste permit shall acquire any vested right or privilege by reason thereof. This section does not permit connection of sewers carrying septic or holding tank wastes to the public sewer system.

(b) **Permit conditions.** If the Commission determines to issue a permit, such permit may be issued upon such terms and conditions as the issuers may provide; but any such permit shall provide at a minimum the following:

1. The permit shall be conditioned upon the holder's faithful compliance with the provisions of these regulations, as amended from time to time, and any other applicable ordinances of the contracting municipalities.

2. The agreement of the holder thereof to indemnify the District and the contracting municipalities from and against any and all liability for injury or damage arising out of or related to the activities of holder in exercising the rights granted. The Commission may require the holder of such permit to post a bond written by a bonding company, licensed to transact business in Wisconsin, to guarantee performance of the holder thereunder.

3. Evidence that the holder thereof has in full force and effect sufficient worker's compensation insurance, public liability and property damage insurance.

4. Holder shall schedule discharge into the collection system with the wastewater treatment plant operator.

(c) **Fee.** In the event the Commission issues a permit under this section, the Commission may require the applicant to pay an annual fee in such reasonable amount as it may determine as a condition precedent to the issuance of such permit.

(d) **Summary revocation.** Any permit issued under this section may be summarily revoked by the Commission for violation of the terms or conditions thereof.

(5) **Special Provisions Applicable To Licensed Disposers.** Any licensed disposer making application for a permit to discharge holding tank or septage wastes or other wastes under this Section shall, in addition to complying with all provisions herein, comply with the following provisions which shall be deemed incorporated into any permit issued to such disposer:

(a) The District shall have the right to reject and refuse to accept holding tank, septage or other wastes from the licensed disposer if:

1. Treatment of the waste would cause the District's sewerage systems to exceed its operating design capacity or to violate any applicable effluent limitations or standards, water quality standards or any other legally applicable requirements, including court orders, state or federal statutes, rules, regulations or orders;



2. The waste is not compatible with the District's sewerage systems;

3. The licensed disposer has not applied for and received a permit under this Section to dispose of the waste or the licensed disposer fails to comply with the permit so issued; or

4. The licensed disposer fails to comply with waste disposal rules promulgated from time to time by the Commission.

(b) Reasonable terms and conditions for holding tank, septage or other waste disposal imposed by the Commission relating to the following:

1. specific quantities, location, times and methods for discharge of such wastes into the public sewer system;

2. requirements to report the source and amount of such wastes placed in the public sewer system; and

3. requirements that the licensed disposer allow the wastewater treatment plant operator to obtain and analyze representative samples of the waste placed in the public sewer system in order to determine the characteristics of the waste and the compatibility of the waste with the wastewater facilities.

(c) If the District can accept some, but not all, of the holding tank, septage or other wastes offered for disposal, the Commission shall accept such waste which is generated within the District before accepting such wastes which are generated outside of the District.

(d) Provided the conditions of this Section are satisfied, the Commission may grant to a licensed disposer a permit to discharge holding tank, septage or other wastes.

(6) **Penalty for Violation.** Any person or licensed disposer violating the terms or conditions of a permit issued under this section or using or permitting the use of the public sewers for a use for which a permit may be issued under this section without first obtaining a permit or continuing such use after notice of revocation of a permit, shall, upon conviction, forfeit the sum of \$1,000.00, plus penalty assessment and court costs, for each violation, and in default of payment, may be confined in the Dane County jail until payment is made, but not exceeding 90 days. Each day on which a violation occurs or continues shall be deemed a separate offense. All forfeitures recovered by the Commission under this subsection shall be paid into the general account of the

Commission for the benefit of the District. In addition, such person or licensed disposer shall pay to the District any damages, costs or expenses incurred by the District in connection with such unpermitted use.



## 2.07 SEWER SERVICE CHARGES

(1) **General.** Sewer service charges to each District customer shall be imposed using a methodology that ensures that each customer bears a reasonably proportionate share of the costs of administration, operation, maintenance, replacement and debt service of all wastewater collection and treatment services provided by the District. The charges imposed shall be based on the best information reasonably available to the Commission.

(2) **Methodology for Calculating Sewer Service Charges.** The total sewer service cost is the sum of the following: debt retirement costs, operation and maintenance costs, replacement costs and surcharges. These components are described as follows:

(a) **Debt Retirement Costs.** Debt retirement costs include the financing costs (both principal and interest) for all capital expenditures existing and proposed to be made by the Commission. New debts are added as incurred.

(b) **Operation and Maintenance ("O&M") Costs.** O&M costs include costs to operate and maintain the wastewater treatment and collection facilities in order to provide the capacity and performance required by District customers. These costs include treatment, labor, supplies, etc.

(c) **Replacement Costs.** Replacement costs are the amount necessary to ensure that all equipment, accessories, or appurtenances that are necessary to maintain the wastewater treatment facility are set aside. These costs are determined by using the installed cost of the equipment (excluding the cost of technical, legal, administrative, and other fees, since such costs generally are not required when materials are replaced) and assigning a service life to such facilities in order to estimate when replacement will be required. A sinking fund factor is then applied to determine the amount of money to be collected per year to ensure that an adequate amount will be available at the time the equipment is likely to need replacement. It is anticipated that such funds will be invested by the Commission in an interest-bearing account until required.

(d) **Wastewater Strength Surcharge.** A surcharge may be applied to any user discharging wastewater of greater than normal domestic strength. The surcharge is imposed to compensate for the increased treatment needed to handle these additional loadings. As used in this section, "domestic strength" is defined as follows:

Concentrations of/ or less than the following:

200 mg/l of BOD (biochemical oxygen demand)

250 mg/l of SS (suspended solids)

50 mg/l of N (total nitrogen)

(e) **Holding Tank Charges.** A charge shall be imposed for permitted disposal of waste from holding or septic tanks by the District. Surcharges may apply, as appropriate.

The total sewer service cost shall be allocated to each District customer on the basis of a residential equivalent user (REU) system. REU's are assigned to each District customer based on the best information reasonably available to the Commission regarding the quality of wastewater (domestic vs. high strength) and volume contributed by District customers.

Additional information regarding anticipated total sewer service cost and the REU system as it applies to the District is described in Appendix A to this Chapter. Sample user charge calculations and rate information is described in Appendix B to this Chapter.

(4) **Sewer Service Charge Rates and Adjustments.** Sewer service charge rates shall be reviewed by the Commission at least annually and may be set and adjusted by resolution of the Commission whenever necessary to meet the District's operation, maintenance, replacement and debt service costs.

(5) **Special Charges.** In addition to general sewer service charges, District customers may be subject to special charges. Whenever any user discharges waste into the District's sewers or sewerage system which causes physical damage to the District's wastewater facilities or which causes the District to incur unusual additional costs, the District may assess a special charge against such user for the work required to repair the facilities or to recover the unusual additional cost. Special charges shall be in addition to the service charges levied under section 9.08 and shall be billed directly to the user.

(6) **Special Assessments.** When authorized by resolution of the Commission, the cost of any District sewerage system work or improvement may be levied and collected by special assessment against benefitted property pursuant to Wis. Stat. §66.60 or other applicable special assessment procedures.

(7) **Tax Levies.** When authorized by resolution of the Commission, the cost of any District sewerage system work or improvement may be levied against property in the District and collected in accordance with applicable law.



## 2.08 BILLING AND COLLECTION

(1) **Billing And Due Date.** Sewer service charges of the District shall be billed and payable in advance on a bi-monthly basis, unless circumstances require delayed billing. Charges are due on or before the 25th of the month in which the bills are issued. Connection fees and other special charges not included in the service billing shall be billed as incurred and due within twenty (20) days of billing. Special assessments shall be billed and paid as provided in the authorizing resolution.

(2) **Late Payment Charge.** A late payment charge shall be added to bills that are not paid in full by the due date. The late payment charge shall be established by resolution of the Commission. The Commission shall review and, as necessary, adjust late payment charges on an annual basis.

(3) **Notification of Delinquency.** Customers are automatically notified of service charge delinquencies through regular billing. The Commission Treasurer shall notify customers of delinquent connection or other special charges. Prior to placing the delinquent charges on the tax roll, final written notification of delinquency shall be forwarded to the owner of the property, at the address listed on the tax rolls. Final written notice shall also include a penalty of up to fifty dollars (\$50.00) per residential equivalent unit (REU).

(4) **Delinquent Charges May Become Liens Against Real Estate.** Delinquent service charges (District Ordinance § 2.07) and connection charges (District Ordinance § 2.04) shall be a lien on the property served and may be placed on the next succeeding tax roll for collection in the manner provided for in Wis. Stat. §§ 66.60(15) and 66.60(16), as may be amended from time to time. Delinquent charges are added to the tax roll on an annual basis.

(5) **Collection of Delinquent Payments.** In addition to all other methods provided by law, delinquent payments may be collected as a special tax against the property served in the manner provided by Wis. Stat. §66.076.

(6) **Disposition of Revenue.** The amounts received from the collection of charges authorized by this Ordinance shall be credited to the District and used to defray the District's costs of operating and maintaining an adequate wastewater collection and treatment system for the District as well as to provide sufficient funds for capital outlay, debt service costs and capital improvements of the District. The District shall maintain records of all receipts and expenditures of the District. Charges collected for replacement expenses shall be credited to a segregated, nonlapsing replacement account. These funds are to be used exclusively for replacement. Other charges collected shall be credited to the District's general account and available for the payment of the requirements for operation, maintenance, repair, and depreciation consistent with Chapter NR 162 of the Wisconsin Administrative Code. Any surplus outside the purview of Chapter NR 162 of the Wisconsin Administrative Code in said account, shall

be available for the payment of principal and interest of bonds issued and outstanding, or which may be issued, to provide funds for said sewerage system, or part thereof, and all or a part of the expenses for additions and improvements and other necessary disbursements or indebtedness, and the District may resolve to pledge each surplus or any part thereof for any such purpose. All present outstanding sewer system general obligation bonds, including any refunding bonds, shall be paid from this general fund surplus.



## 2.09 ENFORCEMENT AND ABATEMENT

(1) **Enforcement.** This ordinance shall be enforced by the Commission and/or its designee.

(2) **Penalties For Violations.** Any person who fails to comply with the provisions of this ordinance or any rule, order or special order of the Commission and/or designee shall, upon conviction thereof, forfeit not less than Ten (\$10) Dollars nor more than Five Thousand (\$5,000) Dollars for each day such violation or failure continues, together with penalty assessment and costs of prosecution as provided by law.

(3) **Violation Constitutes a Public Nuisance.** Any violation of the provisions of this ordinance or any other rule, regulation or special order promulgated by the Commission shall constitute a public nuisance subject to injunction and abatement in accordance with the procedures of Wis. Stat. §823.02, as from time to time amended.

(4) **Restitution.** Any person found in violation of this ordinance or any other rule, regulation or special order shall pay to the District such damages, losses or expenses as may be sustained by the District as the result of the violation, together with such costs as may be collectible by law.

(5) **Remedies cumulative.** The remedies provided by this section shall be in addition to all other remedies provided by this ordinance or by any other law.

(6) **Notice of Violation; Special Orders.** Whenever the Commission or designee shall determine that a violation of any provision of this ordinance or any rule or regulation promulgated by the Commission has occurred or is threatened, the Commission or designee shall give written notice to the violator or other responsible person by stating the nature of the violation and the required remedy. Such notice may be in the form of a special order by the Commission. Special orders shall be in writing and shall specifically state what action is required to comply with the order, and the time allowed for compliance. Service and proof of service of any special order may be made by certified or registered mail, return receipt requested, or in the manner provided for service of a summons in the Dane County Circuit Court. In the case of service by certified or registered mail, service shall be deemed given within three (3) days of mailing and the return receipt shall constitute proof of service.

(7) **Emergency Suspension of Service.** In addition to other remedies, and as permitted by law, the Commission may suspend wastewater treatment service to a user whenever it appears to the Commission that an actual or threatened discharge presents or threatens an imminent or substantial danger to the health or welfare of persons; a substantial danger to the environment; an interference with the operation of the wastewater treatment plant; or violates any pretreatment limits imposed by this ordinance. The Commission shall notify such 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 under this subsection shall be implemented by issuance of special orders.

(8) **District Authorized To Enter Private Property.** The Commission or its designee is authorized to enter private properties served by and/or connected to the District to insure compliance with federal, state or local law, including Commission ordinances. The Commission or its designee is further authorized to obtain grab samples of sewage, test sewage, measure or require metering, and inspect any and all connections, sediment traps, grease traps or other appurtenances that are or may affect the District's operations.



## 2.10 SPECIAL ORDERS AND APPEALS

(1) **Special Orders.** The Commission may execute special orders as necessary and prudent to maintain and protect its WPDES permit without restriction, particularly with respect to situations where the quality of wastewater being discharged may impair the regional system or wastewater treatment plant, to enforce proper use of the wastewater facilities as set forth in Section 2.05, or to enforce other provisions of these ordinances.

Service and proof of service of any special order may be made by personal delivery, certified or registered mail, return receipt requested, or in the manner provided for service of a summons in circuit court. Where service is by certified or registered mail, service shall be deemed given within three (3) days of mailing and the return receipt shall constitute proof of service.

(2) **Emergency Orders.** The Commission Engineer, Commission President acting unilaterally, the Commission as a whole or other person designated in writing by the Commission is hereby authorized and empowered to issue special orders in the name of the District in an emergency to prevent damage to the regional sewers from misuse; injury to employees of the District; interference with the process of sewage collection, treatment or disposal; or substantial risk to the public health, safety and welfare. A special order is effective and enforceable upon service. Service shall be made as provided in Section 2.10(1) above.

(3) **Appeals.** Special orders and emergency orders may be appealed to the Commission Board of Appeals as provided below:

(a) If the President of the Commission receives a proper and timely appeal, the appeal shall be presented to the Commission Board of Appeals within thirty (30) days of receipt. The Commission Board of Appeals shall be appointed on an ad hoc basis and shall be comprised of the following three (3) individuals:

1. from the Town Board, the supervisor who has served the longest on the Town Board; and,
2. from the Commission, the Commissioner who has served the longest on the Commission; and,
3. from the City of Lodi's Sewerage Commission, the commissioner who has served the longest term and who is also willing to serve on the Commission Board of Appeals. If no commissioner from the City of Lodi's Sewerage Commission is willing to so serve, then an impartial commissioner from another adjacent sanitary commission who is willing to serve.

(b) To the extent applicable, and except where inconsistent with the provisions of these regulations, the Commission Board of Appeals shall utilize the procedure traditionally used by a Zoning Board of Appeals. The Secretary of the Commission shall serve in the capacity that the zoning administrator of the Zoning Board of Appeals serves. The decision of the Commission Board of Appeals shall be a final administrative determination.

(4) **Stay of Order During Appeal.** Except when the Commission or the Commission Board of Appeals, on notice to the appellant and the Commission, determines that a stay of the special or emergency order will cause imminent danger to life or health, the special or emergency order shall be stayed during the pendency of the appeal.



## **2.11 LIMITATIONS ON DISCHARGE OF HOLDING TANK, SEPTAGE AND OTHER SIMILAR WASTES**

(92) **No Discharge Into Public Sewers.** No person, including a licensed disposer, may discharge the following into a nondesignated manhole or other opening in a public sewer:

- (a) any holding tank wastes;
- (b) septage; or,
- (c) any other liquid, gaseous or solid wastes determined by the Commission to be detrimental to the public sewerage system, Commission employees, contracting municipalities' employees or to the process of sewage treatment (collectively, for purposes of this Section, "other similar wastes").

(93) **Approval Required For Discharge At Wastewater Treatment Plant.** Holding tank wastes, septage and other similar wastes may be disposed at the designated receiving point in the wastewater collection system. Prior to disposal, all disposers of holding tank, septage and other similar wastes shall obtain prior approval, in the form of a permit from the Commission or a one-time license from the wastewater treatment plant operator and pay the required fees set by resolution of the Commission.

(a) **Hauler's Permit.** All licensed disposers or regular haulers of holding tank, septage and other waste (collectively, for purposes of this Section, "haulers") shall be required to obtain a permit from the Commission ("hauler's permit"). The permit fees, disposal charges, duration and conditions of hauler's permits and disposal charges shall be determined by resolution of the Commission. Initial issuance of a hauler's permit shall require approval by the Commission. The wastewater treatment operator shall refer renewal requests to the Commission for review and approval.

Hauler's permits shall state the location, volume and characteristics of permitted discharges, the fee, and the duration of the permit. The wastewater treatment plant operator shall record the volume and nature of all discharges pursuant to a hauler's permit and report same to the Commission on a monthly basis. The hauler shall pay disposal charges, based on the characteristics of the discharge, on a quarterly basis.

The Commission reserves the right to terminate the hauler's permit and/or charge interest on balances that are not paid in full within thirty (30) days of billing. The Commission also reserves the right to terminate the hauler's permit if the hauler violates the terms of the permit or the regulations of the Commission.

(b) **Disposal License.** One-time or limited users shall obtain a



license from the wastewater treatment plant operator prior to disposal ("disposal license"). The classification of one-time or limited disposers ("approved disposers") is intended to allow for situations such as local RV discharge or limited farm discharge, and shall be determined in the reasonable discretion of the wastewater treatment plant operator. Classifications by the wastewater treatment plant operator may be appealed to the Commission. There shall be no fee for a disposal license, but the approved disposer shall pay a disposal charge, as determined by the Commission based on the characteristics of the discharge, prior to disposal, and shall schedule disposal with the wastewater treatment plant operator.

(94) **Limitations On Discharge Of Holding Tank, Septage Tank And Other Wastes.** Any holding tank waste, septage or other similar waste permitted to be discharged under this Section shall be of domestic origin and/or contain compatible pollutants only. The hauler or licensed disposer making the discharge shall comply with the provisions of any and all applicable laws and regulations, including these regulations. Without limiting other relevant provisions of these regulations, such person or licensed disposer shall not deposit or drain any gasoline, oil, acid, alkali, grease, rags, volatile or flammable liquids or other deleterious substances into any manhole, building sewer, interceptor sewer or other public sewer nor shall such person or licensed disposer allow any grease, earth, sand or other solid materials to pass into any part of the public sewer system; nor shall such person or licensed disposer discharge any liquid, gaseous or solid wastes determined by the Commission to be detrimental to the sewerage system or to the District's employees or to the process of sewage treatment.

(95) **Permits To Discharge Holding Tank, Septage And Other Wastes.**

(a) **Permits: application, term.** All applications for a permit shall be in writing; shall contain such information as the Commission deems appropriate; and shall be submitted to the Commission no later than October 1 of each year. No permit once issued shall be assignable or transferrable by the person receiving the same. Permits shall be valid for a period of up to one year, beginning on November 1 of the year of issuance and expiring on October 31 of the succeeding year. Permits issued mid-year shall nonetheless terminate on October 31. Fees charged for permits issued mid-year shall be prorated to the nearest quarter. No holder of a holding tank, septage or other waste permit shall acquire any vested right or privilege by reason thereof. This section does not permit connection of sewers carrying septic or holding tank wastes to the public sewer system.

(b) **Permit conditions.** If the Commission determines to issue a permit, such permit may be issued upon such terms and conditions as the issuers may provide; but any such permit shall provide at a minimum the following:

a. The permit shall be conditioned upon the holder's faithful compliance with the provisions of these regulations, as amended from



time to time, and any other applicable ordinances of the contracting municipalities.

b. The agreement of the holder thereof to indemnify the District and the contracting municipalities from and against any and all liability for injury or damage arising out of or related to the activities of holder in exercising the rights granted. The Commission may require the holder of such permit to post a bond written by a bonding company, licensed to transact business in Wisconsin, to guarantee performance of the holder thereunder.

c. Evidence that the holder thereof has in full force and effect sufficient worker's compensation insurance, public liability and property damage insurance.

d. Holder shall schedule discharge into the collection system with the wastewater treatment plant operator.

(c) **Fee.** In the event the Commission issues a permit under this section, the Commission may require the applicant to pay an annual fee in such reasonable amount as it may determine as a condition precedent to the issuance of such permit.

(d) **Summary revocation.** Any permit issued under this section may be summarily revoked by the Commission for violation of the terms or conditions thereof.

(96) **Special Provisions Applicable To Licensed Disposers.** Any licensed disposer making application for a permit to discharge holding tank or septage wastes or other wastes under this Section shall, in addition to complying with all provisions herein, comply with the following provisions which shall be deemed incorporated into any permit issued to such disposer:

(a) The District shall have the right to reject and refuse to accept holding tank, septage or other wastes from the licensed disposer if:

a. Treatment of the waste would cause the District's sewerage systems to exceed its operating design capacity or to violate any applicable effluent limitations or standards, water quality standards or any other legally applicable requirements, including court orders, state or federal statutes, rules, regulations or orders;

b. The waste is not compatible with the District's sewerage systems;

c. The licensed disposer has not applied for and received a permit under this Section to dispose of the waste or the licensed disposer fails to comply with the permit so issued; or

d. The licensed disposer fails to comply with waste disposal rules promulgated from time to time by the Commission.

(b) Reasonable terms and conditions for holding tank, septage or other waste disposal imposed by the Commission relating to the following:

a. specific quantities, location, times and methods for discharge of such wastes into the public sewer system;

b. requirements to report the source and amount of such wastes placed in the public sewer system; and

c. requirements that the licensed disposer allow the wastewater treatment plant operator to obtain and analyze representative samples of the waste placed in the public sewer system in order to determine the characteristics of the waste and the compatibility of the waste with the wastewater facilities.

(c) If the District can accept some, but not all, of the holding tank, septage or other wastes offered for disposal, the Commission shall accept such waste which is generated within the District before accepting such wastes which are generated outside of the District.

(d) Provided the conditions of this Section are satisfied, the Commission may grant to a licensed disposer a permit to discharge holding tank, septage or other wastes.

(97) **Penalty for Violation.** Any person or licensed disposer violating the terms or conditions of a permit issued under this section or using or permitting the use of the public sewers for a use for which a permit may be issued under this section without first obtaining a permit or continuing such use after notice of revocation of a permit, shall, upon conviction, forfeit the sum of \$1,000.00, plus penalty assessment and court costs, for each violation, and in default of payment, may be confined in the Dane County jail until payment is made, but not exceeding 90 days. Each day on which a violation occurs or continues shall be deemed a separate offense. All forfeitures recovered by the Commission under this subsection shall be paid into the general account of the Commission for the benefit of the District. In addition, such person or licensed disposer shall pay to the District any damages, costs or expenses incurred by the District in connection with such unpermitted use.



## CH. 2 EX A.

### DEVELOPMENT AGREEMENT FOR ROXBURY SANITARY DISTRICT NO. 1

This Development Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_, by and between \_\_\_\_\_ ("Owner"), and the Roxbury Sanitary District No. 1 ("District"):

#### RECITALS

**WHEREAS**, the Owner wishes to obtain approval to construct a Sanitary Sewer Main ("Project") to serve an area of land located in the Town of Roxbury, Dane County, Wisconsin, and described on the attached Exhibit A ("Property"); and,

**WHEREAS**, Roxbury Sanitary District No. 1 ("District") ordinances require that, before Sanitary Sewer Main is approved by the Commission, the Owner must enter into an Agreement with the District, wherein the Owner agrees to install required public improvements, and that such improvements be constructed by the Owner without cost to the District; and,

**WHEREAS**, the District's purpose in entering into this Agreement is, among others, to provide for the installation of required improvements, to require the Owner to pay the direct and indirect costs related to the required improvements, and to further assure compliance with the District ordinances.

#### AGREEMENT

**NOW, THEREFORE**, in consideration of the above recitals, which are incorporated by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the District agree as follows:

#### Section 1. GENERAL CONDITIONS

**Section 1.1 Starting and Completion Dates.** The Owner agrees that no land disturbances or work shall begin on construction without the District Engineer's approval of a starting date and schedule which shall be submitted by the Owner to the District Engineer a minimum of fourteen (14) calendar days before work is scheduled to begin. The construction schedule shall specify a completion date no

later than eighteen (18) months from execution of this Agreement. Failure to meet the construction schedule and the completion dates shall be considered a default.

**Section 1.2 Failure to Meet Starting or Completion Dates.** In the event that Owner fails to meet the starting or completion dates set forth in Section 1.1 above, the District shall have the right, but not the obligation, to install all or part of the improvements described in this Agreement. The Owner hereby does unconditionally (1) consent to installation of the improvements by the District, (2) admit that such improvements will benefit the Property, and (3) consent to the levy of special assessments and/or use of special assessment B Bonds by the District for payment of said improvements and the attachment of liens securing said assessments to the Property. Owner waives notice of such assessments and Owner=s right to contest said assessments. Owner shall execute a Notice further confirming same.

## **Section 2. REQUIRED IMPROVEMENTS**

The Owner is directed to District ordinances for detailed information on required improvements and procedures regarding required improvements. All required improvements must be installed in accordance with ordinances and as approved by the District Engineer. In the event of a conflict among the provisions, the District Engineer=s interpretation shall apply.

**Section 2.1 General Conditions Regarding Improvements.** The Owner shall construct and install those on-site and off-site improvements described herein. The improvements contemplated herein are as follows:

Sanitary sewer service, manholes, laterals and all appurtenances: in accordance with the plans, specifications, and inspection provided by the Owner=s Engineer, \_\_\_\_\_, and approved by the District Engineer.

Unless otherwise stated, the improvements will be designed, constructed and installed by the Owner at the Owner=s sole expense. All required improvements shall be designed, constructed and installed in accordance with the requirements and standards of District ordinances except as variances to or waivers of those requirements have been properly granted, and in accordance with plans and specifications approved by the District Engineer. Where standards and/or specifications have not been established by the District, all work shall be made in accordance with established engineering practices as designated and approved by the District Engineer.

**Section 2.2 Sanitary Sewer Mains.** The Owner shall design, construct and install all public sanitary sewer mains (complete with appurtenances thereto),



necessary to serve the property from the existing District sanitary sewer systems. No installation of the underground utilities shall commence until plans and specifications have been approved by the District Engineer, the Wisconsin Department of Natural Resources ("DNR"), the Dane County Regional Planning Commission ("RPC"), if applicable,<sup>7</sup> and other approving entities.

### **Section 3. CONTRACTORS**

**Section 3.1 Contractors Engaged By Owner.** The Owner agrees to engage contractors for all construction included in this Agreement who shall perform such work to the standards of the District and who shall comply with every requirement of the District ordinances and standards in performing such work. The Owner shall furnish the District Engineer with the names of all contractors and their subcontractors, with the classification of work they will perform, not less than seven calendar days prior to any work beginning.

The Owner shall require all contractors engaged in the construction of this project to comply with the District contract requirements pertaining to damage claims, indemnification of the District, and providing insurance coverage that is approved by the District. The Owner shall also require contractors engaged in the construction of this project to maintain a current certificate of insurance on file with the District Clerk naming the District as an additional insured.

**Section 3.2 Indemnification And Insurance Required Of Private Contractors.** The Owner hereby expressly agrees to indemnify and hold the District harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Owner further agrees to aid and defend the District in the event that the District is named as a defendant in an action concerning the District's performance of work pursuant to this Agreement except where such suit is brought by the Owner. The Owner is not an agent or employee of the District.

### **Section 4. ACCEPTANCE AND GUARANTEE OF IMPROVEMENTS**

#### **Section 4.1 Inspections.**

---

<sup>7</sup> The Owner must verify that the Project will occur within the District's urban service area ("USA"). Currently, applications for expansion of the USA are reviewed by the RPC. However, please be advised that the RPC may be eliminated as of October 1, 2004.

- 4.1.1 **Resident Inspections Of Underground Facilities.** There shall be resident inspection of the construction and installation of all underground facilities. It shall be the Owner's duty to timely notify the District Engineer as to when any and all underground facilities shall be constructed and installed so that such inspections occur. The resident inspections shall be by the District Engineer, at the Owner's expense.
- 4.1.2. **Inspections Following Completion.** After the required improvements have been installed and completed, and within 14 days after the District Engineer receives notice that the Owner desires the District to inspect such improvements, the District Engineer shall inspect the improvements and, if acceptable to the District Engineer, certify such improvements as being in compliance with the standards and specifications of the District. Before obtaining certification of any such improvements, the Owner shall present to the District valid lien waivers from all persons providing materials or performing work on the improvements for which certification is sought.
- 4.1.3 **Acceptance and Dedication.** The Owner agrees that the dedication of right-of-way improvements and the required public improvements will not be accepted by the District until they have been inspected and approved by the District Engineer and furthermore until all outstanding District costs, including legal, engineering and inspection charges, have been paid in full and affidavits and lien waivers are received by the District indicating that the contractors and their suppliers have been paid in full for all work and materials furnished under this Agreement. The Owner further agrees that said improvements shall not be accepted until the District has received as-built drawings, cost breakdowns for utility construction and related data required by the District. The sanitary sewer and the respective service laterals shall not be accepted until a complete breakdown of all construction, engineering and administrative costs incurred by the Owner is submitted to the District Engineer. In addition, the Owner shall clean the sanitary sewers in accordance with the directives of the District Engineer. Upon completion of the work and acceptance of the system by the District, ownership and control of the system shall be turned over without any restrictions to the District.
- 4.1.4 **Maintenance Prior To Dedication.** The Owner agrees to provide for maintenance and repair of all required public improvements until the District Engineer recommends that such improvements be formally accepted by the District and such improvements are in fact accepted by formal resolution of the Commission.



4.1.5 **Failure To Meet Standards.** The District will provide timely notice to the Owner whenever inspection reveals that an improvement does not conform to the required standards and specifications or is otherwise defective. The Owner shall have 30 days from the issuance of such notice to cure or substantially cure the defect. The District shall not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Owner does not intend to cure the defect, or unless the District determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. The Owner shall have no right to cure defects in or failure of any improvement found to exist or occurring after the District accepts dedication of the improvement(s).

Section 4.2 **Guarantee and Warranty.** The Owner agrees to guarantee and warrant all work performed under this Agreement for a period of one year from the date of final acceptance by the District of the last improvement completed by the Owner against defects in workmanship or materials. If any defect should appear during the guarantee period, the Owner agrees to make required replacement or acceptable repairs of the defective work at its own expense, including total and complete restoration of any disturbed surface or component of the improvements on lands where the repairs or replacement is required.

All guarantees or warranties for materials or workmanship which extend beyond the above one year guarantee period shall be and hereby are assigned by the Owner to the District (as beneficiary).

## Section 5. SURETY

Section 5.1 **Security Required.** In order to secure performance of this Agreement, the Owner shall furnish the District security in the amount of 110% of the total cost of the sewer installation project in a form and with terms acceptable to the District Attorney. The security shall be furnished to the District before the commencement of any land disturbances or the construction of improvements, and before the starting date approved by the District Engineer. The security furnished shall remain in full force for a period of one year after the completion of the project and acceptance by the District Commission unless partially released.

Section 5.2 **Accounting.** The Owner may inspect the District records of payments made using the Letter of Credit upon request at reasonable times. However, the District retains the exclusive right to determine, among other things, questions of design, specifications, construction cost, performance, contract compliance, and payment in connection with this work. The Owner agrees that in the absence of fraud on the part of the District, the District's decisions on all such matters shall control



and shall be final.

## **Section 6. PAYMENT FOR IMPROVEMENTS, OBLIGATIONS UNDER AGREEMENT AND DISTRICT'S ADMINISTRATIVE COSTS**

**Section 6.1 Payment For Improvements And Other Obligations Under Agreement.** The Owner shall bear the costs for all Improvements and other Owner obligations under this Agreement.

**Section 6.2 Payment For District's Administrative And Other Costs.** The Owner, agrees to pay any and all costs incurred by the District for processing, study, review, design, testing, inspection, construction, administration and enforcement of this development and Agreement, including, without limitation, legal and engineering services, cost of District equipment or materials used for this development, twice the actual payroll costs for time spent by any employees of the District including all administrative staff time, special meetings and publication costs incurred by the District in connection with this development (collectively "Administrative Costs").

**Section 6.3 Billing For District Costs.** The District shall bill the Owner monthly for expenses incurred by the District. Bills outstanding for more than thirty (30) days shall accrue interest at the rate of 1 1/2% per month. The District, in its discretion and without further notice to the Owner, may draw against any Security required by this Agreement for any bills outstanding for thirty (30) days. The District may hold bills for amounts less than \$50 until amounts total more than \$50.

**Section 6.4 Failure To Pay As Required.** If the Owner fails to pay within 30 days, the Owner's failure shall constitute a default under this Agreement, and shall subject Owner to the enforcement provisions of this Agreement. In addition to any and all remedies provided for in this Agreement and by law, if any invoiced amount, and/or any liquidated damages, remain outstanding for more than thirty (30) days, the District shall be entitled to add the amount due to the tax roll and ultimately place a lien against property owned by the Owner in the District.

## **Section 7. ENFORCEMENT PROVISIONS**

**Section 7.1 Notice Of Default And Right To Cure.** A default is defined as the Owner's breach of, or failure to comply with, any of the terms of this Agreement. Notice of default to the Owner may be provided by the Commission, District Engineer, or District Attorney, or their designee(s). Notice shall be deemed given when provided directly to the Owner's designated representative or within three days of mailing written notice to the Owner by depositing same postage paid in the U.S. mail to the address designated in this Agreement. Owner shall have such time to cure the default as reasonably determined by the District; however, except in the case



of an emergency which may adversely impact the health and safety of the community or where shorter notice periods are provided for herein, the time to cure shall be no less than ten (10) calendar days.

**Section 7.2 Draws Against Security.** In addition to pursuing other available remedies, the District expressly reserves to itself the right to draw on security provided hereunder for any defaults. If the District determines that the Owner has defaulted under this Agreement, and provides notice of the default to the Owner, the District shall have the right to immediately draw against the Security as compensation for the Owner's default. The District's draw may include, but is not limited to, compensation for consequential damages, liquidated damages, and actions taken by the District to cure the default.

**Section 7.3 Consequential Damages.** If the Owner breaches or otherwise defaults under this Agreement, or any part thereof, Owner agrees to pay all of the District's consequential damages, including reasonable engineering, inspection, consulting and legal fees or expenses incurred by the District as a direct or consequential result of Owner's default or the default of Owner's contractor, surety or agent.

**Section 7.4 Liquidated Damages For Breach Of Construction Schedule Or Other Time Frame.** If the Owner's default is of a specified time frame, and in addition to other remedies that may be available to the District, the District may impose a fine of up to one hundred-fifty dollars (\$150) per day for each day that the violation continues.

**Section 7.5 Injunctions And Specific Performance.** If the District establishes that the Owner has failed to perform its obligations under this Agreement, the District shall be entitled to a temporary, preliminary and/or permanent injunction requiring specific performance by the Owner, enjoining all construction and/or enjoining the transfer or sale of all lots.

In the alternative, if the Owner fails to perform, the District may perform on the Owner's behalf. The District's costs for such performance, including Administrative Costs, shall be immediately reimbursed by the Owner or, at the District's option, be drawn against and paid out of the Security provided by the Owner under this Agreement.

**Section 7.6 Denial Of Building Permits And/Or Occupancy Permits.** In appropriate circumstances, the District's remedies for Owner's default may include denial of building permits and/or occupancy permits until the default is cured. In the event that a new owner inadvertently moves in to a portion of the Property either with or without an occupancy permit, Owner shall continue to be liable for Owner's default. Notwithstanding the foregoing, the District's issuance of a building permit

shall not be construed as the District's acceptance of the Owner's work or the District's waiver of any provisions of this Agreement.

**Section 7.7 Notice To Third Parties.** In appropriate circumstances, the District may record a notice to third parties of Owner's default to advise third parties that building permits and/or occupancy permits will not be issued until the default is cured.

**Section 7.8 Independent Enforcement Provisions In Agreement.** In addition to the enforcement provisions described in this Section, other provisions of the Agreement may independently serve as enforcement tools for the District. Such provisions include, but are not limited to, the building and occupancy permit provisions, the provisions requiring Owner to provide services prior to dedication of Improvements, and the guaranty of work provisions. In the event of a conflict between the provisions, the requirements that are more rigorous for the Owner shall control.

**Section 7.9 Reservation Of Additional Rights And Remedies Provided By Law.** The District reserves to itself all remedies available at law or equity as necessary to cure any default. The enforcement provisions contained in this Section shall be in addition to any other remedies provided by law, and shall not be construed to limit the District's options with respect to enforcement of this Agreement.

**Section 7.10 Payment Of Administrative Costs.** The Owner shall be obligated to pay any and all Administrative Costs incurred by the District, including those incurred to enforce this Agreement.

## **Section 8. MISCELLANEOUS PROVISIONS**

**Section 8.1 Other Laws Apply.** All applicable provisions of District ordinances, and any other applicable ordinances or laws shall be adhered to with respect to the design, construction and installation of the required improvements. Where there may be a conflict between any regulations and this Agreement, the Commission shall determine which shall control.

**Section 8.2 Scheduling and Completion.** No damages may be recovered by Owner or any person against the District for delay in completion of the improvements.

**Section 8.3 Amendment.** This Agreement may only be amended by a written amendment instrument approved and executed by the District and the Owner.

**Section 8.4 No Release.** Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon the Owner



by District ordinances, or any other applicable, state statutes, or administrative rules. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the District and the Owner, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The District's failure to exercise any right under this Agreement shall not constitute approval of any wrongful act by the Owner or the acceptance of any improvements.

**Section 8.5 Successors Bound.** This Agreement shall be binding upon the Owner, its grantees, personal representatives, heirs, successors and assigns.

**Section 8.6 No Vested Rights Created.** Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Owner. The District does not warrant by this Agreement that the Owner is entitled to any other approvals required.

**Section 8.7 Severability.** Any illegal or unenforceable provision of this Agreement will be severed and will not render invalid any remaining portions of this Agreement.

**Section 8.8 Sovereign Immunity.** The provisions of this Agreement are not meant to, and do not imply or create any waiver of the District's sovereign immunity.

**Section 8.9 Written Notice.** Any written notification required under this Agreement shall be deemed to be served if it is personally delivered or sent by first class mail to the following:

<p><b><u>TO DISTRICT:</u></b>  Roxbury Sanitary District No. 1  Attn: Gail Lamberty  7216 Dominic  Sauk City, WI 53583</p>	<p>With a copy to:  Attorney Constance L. Anderson  Anderson &amp; Kent, S.C.  1N. Pinckney Street, Suite 200  Madison, WI 53703</p> <p>Telephone (608) 246-8500  Fax (608) 246-8511  Email canderson@andersonkent.com</p>
<p><b><u>TO OWNER:</u></b></p>	<p>Telephone ( )  Fax ( )  Email</p>

Section 8.10 **Effective Date.** This Agreement is entered into as of the day and year set forth above, provided it has been executed by all parties.

Section 8.11 **Indemnification.** This Owner agrees to indemnify and hold harmless the District for any claim arising out of or relating to the design, construction, or installation of the required improvements, or on account of the performance of the work at the development site and elsewhere pursuant to this Agreement.

Section 8.12 **Attorney Fees.** If the District is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, and if the District prevails therein, the Owner shall pay all District costs, including reasonable attorney fees and expert witness fees.

Section 8.13 **Default** A default is defined herein as the Owner's breach of, or failure to comply with, the terms of this Agreement. The District reserves to itself all remedies available at law or equity as necessary to cure any default. The District also reserves to itself the right to draw on letters of credit provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, stopping all construction in the approved property and prohibiting the transfer or sale of lots.

Section 8.14 **Entire Agreement.** This written agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire agreement between the Owner and the District.

Section 8.15 **Benefits.** The benefits of this agreement to the Owner are personal and shall not be assigned without the express written consent of the District. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Owner and shall be binding on the heirs, successors and assigns of the Owner. There is no prohibition on the right of the District to assign its rights under this Agreement. The District shall release the original Owner's Letter of Credit if it accepts new security from any Owner or lender who obtains the property. However, no act of the District shall constitute a release of the original Owner from its liability under this Agreement.

Section 8.16 **Ownership Warranty.** The Owner hereby warrants to lawful ownership and being now lawfully seized and possessed of the real estate to be improved pursuant to this Agreement.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals  
as of the dates noted below.

**ROXBURY SANITARY DISTRICT NO. 1**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Richard Fassbender, Commission President

Date: \_\_\_\_\_

By \_\_\_\_\_  
Gail Lamberty, Commission Secretary

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ the above named  
Richard Fassbender and Gail Lamberty, to me known to be the Commission President and  
Commission Secretary of the Roxbury Sanitary District No. 1, and the persons who executed  
the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
Dane County, Wisconsin  
My District: \_\_\_\_\_

**OWNER:**

Date: \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ the above named  
\_\_\_\_\_ and \_\_\_\_\_, to me known to be \_\_\_\_\_ of  
\_\_\_\_\_ and the persons who executed the foregoing instrument and  
acknowledged the same.

\_\_\_\_\_  
Notary Public  
Dane County, Wisconsin  
My District: \_\_\_\_\_

## CHAPTER 2 APPENDIX A: USER CHARGE METHODOLOGY



## CHAPTER 2 APPENDIX B: SAMPLE USER CHARGE CALCULATIONS

## **CHAPTER 3--COMPLIANCE WITH TOWN ORDINANCES**

### **3.01 INTRODUCTION AND PURPOSE**

### **3.02 LAND DIVISION AND SUBDIVISION REGULATIONS**

**3.03** [Reserved for Future Use]

**3.04** [Reserved for Future Use]

**3.05** [Reserved for Future Use]



## CHAPTER 3

### COMPLIANCE WITH TOWN ORDINANCES

#### 3.01 INTRODUCTION AND PURPOSE

(1) **Purpose And Intent.** This ordinance is intended to ensure coordination and compliance between Roxbury Sanitary District No. 1 Ordinances ("District Ordinances") and Town of Roxbury Ordinances ("Town Ordinances").

(2) **Conflict.** If there is any conflict between District Ordinances and any applicable Town Ordinances, state or federal law, rule or regulation, the most stringent shall control.

(3) **Authority.** This ordinance is adopted pursuant to Wis. Stat. §§ 60.77(5m) (1995-96), as may be amended.

### 3.02 LAND DIVISION AND SUBDIVISION REGULATIONS

(1) **Town Ordinances Incorporated By Reference.** Any and all Town Ordinances adopted to regulate land division and subdivision are hereby incorporated by reference.

(2) **Compliance Required.** Compliance with the Town Ordinances regarding land division and subdivision is a prerequisite to connection to the District's wastewater facilities, use of the District's wastewater facilities and discharge of holding tank, septage or other similar wastes into the District's wastewater treatment plant. The customer or user shall provide satisfactory evidence of such compliance to the Commission upon request. Failure to comply and provide evidence of same upon request shall constitute a violation of District Ordinances.

(3) **Enforcement and Penalties.** Enforcement and penalties for violations shall be as set forth in District Ordinance §2.09.