



**GROTON UTILITIES**

# Rules and Regulations

*As Approved by the Utilities Commission August 15, 2018  
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## **SECTION I - GENERAL**

**1.1 RULES AND REGULATIONS.** These Rules and Regulations shall be deemed to be a part of every service agreement for service entered into by Groton Utilities (GU) and shall govern all classes of service where applicable unless specifically modified by a provision or provisions contained in a particular rate or special written contract with a Customer. A copy of these Rules and Regulations are available at the Customer Service offices or on GU website at [www.grotonutilities.com](http://www.grotonutilities.com).

**1.2 APPLICATION.** The provisions of these Rules and Regulations apply to all Customers receiving all services from GU, including Electric, Water and Sewer unless specifically stated otherwise, without regard to whether a service application has been made by the Customer or accepted by GU under Section II hereof. Receipt of service shall constitute the receiver as a Customer of GU as the term is used in these Rules and Regulations.

**1.3 STATEMENTS BY AGENTS.** No representative of GU has authority to modify any rule, provision, or rate contained in Rules and Regulations or to bind GU for any promise or representation contrary thereto.

**1.4 RATE SELECTION.** Every customer is entitled to request service under the lowest rate applicable to the load characteristics and service supplied during each calendar year, and GU will make reasonable efforts to provide its Customers with information upon request to aid such Customers in selecting the most advantageous rate available. GU, from time to time, may review all rate classes and based on load characteristics and service supplied will modify, with six (6) months' notice, its Customers rate. GU will make reasonable efforts to notify its Customers of potential financial impacts. The rate impacts may depend on, and vary with, the actual usage and equipment of a Customer. The Customer is entitled to a rate review to ensure that the Customer is on the lowest rate applicable to the load characteristics and service supplied. Unless specifically stated to the contrary, all the rates are based on the supply of service to the Customer throughout the twelve (12) months of the year, and changes from one rate to another will not be made for periods of less than twelve (12) months. GU will not be liable for any claim that service provided to any Customer might have been less expensive or more advantageous to such Customer if supplied under a different rate.

**1.5 REVISIONS.** Rules and Regulations and Rate Schedules may be revised, amended, supplemented and otherwise changed from time to time, and such changes, when effective, will supersede the present Rules and Regulations and Rate Schedules.

**1.6 EXCLUSIVE FRANCHISE RIGHTS REGARDING THE GENERATION AND DISTRIBUTION OF ELECTRICITY.** Each of Groton Utilities (pursuant to the Charter of the City of Groton and Chapter 101 of the Connecticut Gen. Statutes) as non-participating municipal electric utilities, has the exclusive right to produce, purchase, generate, sell and distribute electric power to any and all persons in its designated service territory. No third-party shall have the right to generate, sell or distribute electric power within said service territories.

**1.7 RETENTION AND PROTECTION OF CUSTOMERS' PERSONAL INFORMATION.** GU will in good faith protect any and all personal information collected from a new or existing Customer, and shall be kept and maintained in a secure location with restricted accessibility until such time the information is no longer required and its retention requirements have been met. No protected Customer information will be released to a third-party without a completed Customer Release Authorization form received from the Customer, unless required to be disclosed by state or federal law or order of any court of appropriate jurisdiction.

**1.8 CONFIDENTIAL INFORMATION.** Information and non-protected Customer information data on a user obtained from reports, surveys, permit applications, and monitoring programs, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Privacy Officer, Security Office and the Director of Utilities that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated



by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public.

## **SECTION II - APPLICATION FOR SERVICE**

**2.1 SERVICE APPLICATIONS.** GU requires a prospective Customer to fill out an application for service. GU reserves the right to require sufficient identification and additional documentation, including a copy of the lease / purchase agreement to apply for service. GU reserves the right to refuse service to a prospective Customer who is indebted to GU for any service previously furnished to such address or prospective Customer or any name on the lease / purchase agreement.

**2.2 SERVICE CONNECTION FEE.** A service connection is defined as any connection or reconnection which results in establishing a new account or transfer of an existing account. The service connection fee will be charged for each service.

The fee will not be assessed to Landlords who have signed a Continuous Service Agreement in which the service is automatically put back into their name between tenants without interruption of service.

**2.3 SERVICE INFORMATION.** Upon receipt of an application from a prospective Customer setting forth the location of the premises to be served, the extent of the service to be provided, and other pertinent information, GU will advise the Customer of the type and character of service it will furnish, the point at which service will be delivered, and the location to be provided for GU's metering equipment.

**2.4 ACCEPTANCE OF SERVICE.** If an application for service is accepted by GU, or if service is supplied according to the provisions of such application or pursuant to contract (without modification or with supplemental agreement), this shall constitute an agreement between the Customer and GU for the supply of service.

**2.5 SPECIAL CONTRACTS.** In the event that the service desired by a Customer is not available under any standard rate of GU, such service may be obtained, at the sole discretion of GU, through a special contract to the extent permitted under applicable Rules and Regulations and provided that no discrimination against other Customers would result therefrom. Such special contract service may include auxiliary or parallel operation service, service for abnormally large or fluctuating loads, and other types of service under unusual circumstances. All such contracts are subject to review and approval by the City of Groton Utilities Commission / Water Pollution Control Authority.

**2.6 UNAUTHORIZED USE.** The use of service without notice to GU to enable GU to read its meter(s) on the user's premises will render the user liable for any amount due for service supplied to the premises since the last reading of the meter(s), whether or not such reading may precede the said user's occupancy, as shown on GU's records. Whenever any service has been obtained at any premises on an unmetered basis, or any unauthorized service has been obtained at any such premise, or for any other reason service has been provided to such premises to persons unknown, or for which payment has not been made due to a question of Customer identity, the owner of record of such premises shall be liable therefore to GU. No customer shall break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of GU service.

## **SECTION III - CREDIT AND PAYMENT TERMS**

**3.1 BILLING PERIOD.** The normal billing period shall be that on which the billing cycle is based.

**3.2 SECURITY DEPOSITS.** All prospective Customers / Occupants are subject to a credit check to determine if a security deposit is required.

Residential Customer: If a security deposits is required, it may equal up to the estimate of three (3) months' service, with a minimum of \$300.00.



**Non - Residential Customer:** Security deposits not to exceed three (3) months' service will be required of all Non Residential Customers. Other deposit options for Non- Residential Customers (with approval of management):

- a) provide four (4) letters of credit
- b) previously established good credit with GU
- c) provide an assuredly bond for the total amount of the security deposit
- d) provide an irrevocable letter of credit for the amount of the deposit from a bank
- e) provide a two-year prepaid security bond for the amount of the deposit without renewal as long as the credit status of the account remains in good-credit standing

GU reserves the right to require a credit check or charge deposits of current Customers if deemed necessary because of termination of service due to any reason, including without limitation, non-payment, illegal activity, or chronic delinquency. Any Non-Residential account that receives a shut-off notice, and does not have adequate deposit on record, may be charged a deposit equal to an estimate of three (3) months service.

Interest will be accrued monthly on all security deposits and posted to the Customer's account each month. Residential security deposits will be credited to the Customer's account following two (2) years of prompt payment performance as determined by GU or upon termination of service. Non-Residential Customer, where the property is owned by the customer, deposits shall be returned together with accrued interest following five (5) years of satisfactory credit. Satisfactory credit is defined where the Customer has not received a late payment penalty in any month for the preceding five (5) years.

**3.3 PAYMENT FOR SERVICE.** All bills for utility services, repairs, and other services or facilities furnished by GU to the Customer shall be due and payable upon receipt. Failure of the Customer to receive the bill does not relieve from the obligation of payment or its consequences. Any Customer who has previously made a payment by a check that was returned for lack of funds will be required to make all future payments by cash, credit card, money order, or certified check. Payments shall be applied first to balances for repairs and other services or facilities furnished by GU and then to balances for all utility services. Within those categories, payments will be applied first to unpaid Electric balances, then to unpaid Water /Sewer balances. GU shall charge Customers a returned-check fee for each check returned for any reason.

**3.4 DELINQUENT ACCOUNTS.** All accounts not paid in full after fifteen (15) days of mailing of the bill are considered delinquent. Should an account become delinquent, GU reserves the right to terminate any or all utility services, following proper notification, subject only to the rights of Customers in these Rules and Regulations and in the statutory restrictions that may be imposed by the State of Connecticut for residential Customers. In any particular case, a Customer is entitled to whichever rights may be the most protective of the interests of the Customer. Without limiting the foregoing, delinquent residential Customers who are concerned about termination of service by GU are referred to (a) the Regulations of Connecticut State Agencies (in this case, the Public Utilities Regulatory Authority at 1-800-382-4586; TDD 860-827-2837) applicable to residential customers of municipal utilities at Section 16-3-100, or any such successor state rules or regulations in effect from time to time, (b) "Notice of Customer Rights", which GU has printed on the back of the bill, and (c) the following sections of these Rules and Regulations. Subject to a Customer's rights, GU reserves the right to utilize all legal means available to it, including collection services, to obtain payment for accounts which remain delinquent for longer than thirty (30) days. If the account becomes delinquent the Customer will be responsible for all collection fees. Subject to a Customer's rights, GU is entitled, after a thirty (30) day delinquency, to report such delinquency to credit reporting agencies as permitted by applicable Connecticut General Statutes. Further, in accordance with applicable Connecticut General Statutes and the City of Groton Charter, liens may be placed against any property where that property owner remains a delinquent Customer. If not released by payment of the delinquency before or at the time property is transferred to a new owner, the lien remains an encumbrance on the property and the new owner may be required to pay the delinquency its seller was responsible for incurring. Each such lien shall take precedence over all other liens and encumbrances except real estate taxes and may be foreclosed in the same manner as a lien for property taxes.



**3.5 LATE PAYMENT CHARGE.** All accounts not paid in full by the date of the next billing will be subject to a late charge, to be applied to the unpaid balance for each month's delinquency.

**3.6 FINAL NOTICE.** Before termination of service, Customers with bills one (1) month delinquent shall receive a "Final Notice" and be giving thirteen (13) calendar days from mailing of notice in which to pay the previous balance as listed on the Final Notice. Notification of "Notice of Customer Rights", which details the Customer's right to a review, shall be included on the back of the Final Notice. Customers should inquire about termination, credit or other issues involving a Customer's rights and duties at GU Customer Service Department.

**(ELECTRIC SERVICE ONLY)** If any person living in a residence has a life-threatening condition, GU will not shut off electric service during such illness if GU's "Physician's Certification" form is completed and returned within seven (7) days of receipt of the form. The resident will be required to make an equitable arrangement to pay their past due bills and to pay on a current basis all future bills. GU reserves the right to utilize all legal means available to it, including collection services, to obtain payment for accounts which remain delinquent for longer than thirty (30) days. The City of Groton Utilities Commission / Water Pollution Control Authority has the right to contest the validity of any certificate of Physician's Certification form it receives.

If after the thirteen (13) day period no payment is received and no arrangement for payment has been made, the Customer's utility services may be terminated.

Exceptions to the above are for termination of residential Customers who meet the required conditions to be classified as a hardship case during the moratorium period of November 1<sup>st</sup> to May 1<sup>st</sup> inclusive, as outlined in the "Notice of Customer Rights", or residential Customers who otherwise may meet restrictions imposed by the State of Connecticut.

**3.7 DISPUTED BILLS.** Any Customer who has a question or complaint or who disputes all or part of their bill may contact Customer Service. If the Customer remains unsatisfied, they may have GU Review Officer, (General Manager - Customer Service), review the dispute. Any such request must be made within thirteen (13) days. If the dispute remains unresolved after the review by GU Review Officer, the Customer may request in writing a further investigation and hearing by the City of Groton Utilities Commission / Water Pollution Control Authority or as required by law.

**CITY OF GROTON SEWER CUSTOMER - CHARGE ADJUSTMENTS.** This is intended to address high sewer usage charges caused by water pipe breaks (leaks) or appliance failures that develop inside a building. As further defined hereinafter, this regulation addresses only those leaks that are catastrophic in nature, and result in the water not reaching the wastewater facility for treatment.

**Applicability.** A sewer charge adjustment **will not** be considered in the following cases:

- a) The water lost was discharged to a drain that resulted in the water reaching the Wastewater Treatment Plant.
- b) Customer failed to make repairs to a pipe, appliance or fixture known to have defects or be in need of repair.
- c) High usage occurred more than thirty (30) days after customer received a high bill or high usage notice from Groton Utilities.
- d) Customer is unwilling to allow utility staff access or entry to inspect the reported leak and/or repairs made.
- e) High usage is due to water of lawns, trees or gardens.
- f) High usage is due to pool fill.
- g) High usage is due to failure to turn off hoses, sprinklers or sprinkler systems.
- h) High usage is due to negligent water use or other incident within the customer's control.

**Application Process.** An adjustment may be granted when **ALL** of the following conditions are present:

- a) customer notifies Groton Utilities Customer Service Division of an excessive utility bill that may be related to a leak; and
- b) leak occurred on the customer's side of the meter; and



- c) Plumber's receipt or other proof confirms the leak was repaired.

No adjustments will be granted where any of the following situations exist:

- a) Usage above the customer's average monthly consumption is due to seasonal usage such as watering of sod, gardening, filling swimming pools or whirlpools, washing vehicles, etc.
- b) Leak was caused by a third-party from whom the customer is able to recover their costs. Examples include, but are not limited to, theft, vandalism, negligence and construction damage, unoccupied or vacant properties.
- c) The meter at said property has been accessed, tampered with, or turned on/off by anyone other than a Groton Utilities employee and that action results in loss of water.

**3.8 RECONNECTION CHARGES – (ELECTRIC AND WATER SERVICES ONLY).** Services will not be reconnected until the entire account balance, reconnection fee, and deposit, if required, is paid in full. Service reinstatement or reconnection will be within twenty-four (24) hours from the time of the Customer payment.

**3.9 FINAL BILL.** The Customer shall be liable for service after notice of termination has been received by GU until such time as the meter is read and disconnected. The bill for service rendered up to the date of the last meter reading is due and payable upon receipt. GU reserves the right to utilize all legal means available to it, including collection services, to obtain payment for accounts which remain delinquent for longer than thirty (30) days. If the account becomes delinquent the Customer will be responsible for all collection fees.

**3.10 CHANGES IN RATES.** In the case of any increase or decrease in the applicable rate to any Customer, the effective date of said increase or decrease shall be reflected on or after effective date.

#### **SECTION IV - SERVICE LIMITATIONS**

**4.1 CHARACTER OF SERVICE.** The character of service which GU will supply will be that available in the locality in which the service is to be furnished. Except as may be especially provided in a particular rate, GU does not offer to supply services of non-standard characteristics.

**4.2 SINGLE DELIVERY POINT.** The entire utility service requirements of a Customer on one (1) continuous premises that is not intersected by a public road will generally be served at one (1) point of delivery with a single meter. When a Customer has multiple points of delivery, each point of delivery will be separately metered and billed at the applicable rate for that point of delivery. If a Customer requests a new or different meter or a communication device to be attached to the meter, GU will make a reasonable effort to install, test and maintain an appropriate meter or communication device which meets GU's requirements. The Customer will bear the cost of providing and installing the meter or communication device and will be billed by GU when installation is completed. Upon installation, the meter or communication device will become the property of GU and will be maintained by GU.

**4.3 COMPLIANCE WITH AVAILABILITY.** The use of GU's service shall not be for purposes other than those covered by the availability provision of the particular rate under which service is supplied.

**4.4 RESIDENTIAL SERVICE.** Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be considered as separate Customers and metered individually wherever practicable. If an existing residence is converted to more than a single dwelling unit, or if for some other reason it is impractical in the judgment of GU to meter existing individual dwelling units separately, service may be supplied through one "master meter" under the rules set forth below in Section 5.5 for Resupply of Service. For new multi-family dwellings seeking connections after the Effective Date of these Rules and Regulations, arrangements must be made to permit separate metering and individual billing of the service to each dwelling unit, except under rigid conditions, limited to special cases such as elder care or publicly financed or subsidized multi-family dwelling units, GU will accept no reason that separate metering in any new multi-family dwellings is impractical. Any retail Customer intending to construct dwellings of such specialized character shall obtain the prior written approval of GU and shall agree to service conditions and conservation measures designed by GU to safeguard against the unwise or wasteful use of service commonly associated with "master metering".





**4.5 REFUSAL TO SERVE.** GU reserves the right to refuse to supply service to new Customers or to supply additional service to any existing Customer if it is unable to do so under a standard rate or if it is unable to obtain the necessary equipment and facilities or capital required for the purpose of furnishing such service. GU may refuse to supply service to loads of unusual characteristics which might affect the cost or quality of service supplied to other Customers. As a condition of service, GU may require a Customer having such unusual loads to install special regulating and protective equipment in accordance with Department specifications.

**4.6 UNMETERED SERVICE.** Unauthorized acceptance of unmetered service by a Customer, or service supplied through a meter which has been tampered with or rendered inaccurate by a Customer, shall be considered unauthorized use and shall subject such Customer to liability for payment for such service on an estimated usage basis, in addition to any other applicable civil and criminal liabilities which might be imposed upon such Customer. When supply of utility services on an unmetered basis is justified in the judgment of GU, billing will be rendered for estimated use in accordance with the terms of the rate applicable to the service supplied.

#### **SECTION V - SERVICE SUPPLY AND USE**

**5.1 QUALITY OF SERVICE: INTERRUPTIONS AND FORCE MAJEURE.** To the extent permitted by law, GU does not guarantee continuous service, and from time to time GU may fail to provide any service or services in accordance with these Rules and Regulations. Any non-performance, failure, curtailment, interruption, reduction or other variation in allocation or quality of service of GU, for any reason or cause, shall be excused, and GU shall not be liable for such non-performance, failure, curtailment, interruption, reduction or variation and for any damage or loss resulting therefrom or arising in connection therewith. Without limiting the foregoing, GU shall be excused and shall have no liability in the event GU experiences a Force Majeure Event affecting service, which shall mean any and all reasons or causes beyond its reasonable control affecting GU's ability to provide service, including, but not limited to, the shortage (whether actual or threatened) of, or the failure of common carriers, suppliers or subcontractors to deliver, necessary raw materials or supplies; embargoes, epidemics, quarantines; unusually severe weather conditions; fires, explosions, floods or other acts of God or the elements; acts or omissions of the Customer; acts of terrorism, war (declared or undeclared) or of a public enemy or other acts of hostility; civil disturbances, insurrections, riots or labor unrest; the threat or actual existence of a condition that may affect the integrity of the supply of any service; the necessity of making repairs to or reconditioning wells, pipelines, transmission lines and other equipment; or the requirement, request or order of any federal, state, local or foreign governmental authority, agency or court. The foregoing shall apply even though any such Force Majeure Event exists at the time GU enters into an agreement to provide any service or such Force Majeure Event arises after GU's ability to provide any service is prevented or delayed for other reasons. In the event of a failure, curtailment, interruption or variation in any service resulting from a Force Majeure Event, GU shall exercise reasonable efforts to resume service as soon as practicable.

**IN FURTHERANCE OF THE FOREGOING, IN CONNECTION WITH ITS SERVICE OR OTHERWISE, GU SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR SAVINGS) OF ANY NATURE WHATSOEVER AND HOWEVER CAUSED, WHETHER ARISING OUT OF MUNICIPAL, STATE OR FEDERAL LAW, IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.**

**5.2 TEMPORARY SERVICE.** Subject to the discretion of GU, temporary services may be available to any Customer who can be served from GU's facilities. For such temporary service the Customer shall pay the total cost of connecting and disconnecting the service, including the cost of installation and removal of any equipment that may be necessary. Service will be billed under the regular rate applicable to the type of service supplied. GU may require an advance payment covering the estimated cost of installation and disconnection, or the use of service, or both.

**5.3 SUSPENSION OF SERVICE FOR REPAIRS.** Without limiting any other provision hereof, GU reserves the right to curtail or temporarily interrupt the Customer's service from time to time in order that repairs, replacements, or



changes(s) may be made in GU's facilities, either on or off the Customer's premises. Whenever possible, GU will attempt to notify the Customer in advance, except in cases of emergency. Nothing in this Section shall be deemed to require GU to make such repairs, replacements, or changes at times other than normal business hours.

**5.4 SUB-METERING – (ELECTRIC AND WATER SERVICES ONLY).** Any retail utility service rendered is furnished to the Customer for only the purpose and class of service specified. For new service connections after the Effective Date of these Rules and Regulations, such service shall not be resold to others or used for other purposes. GU will allow resale exceptions only in the following limited cases: (i) “sub-metering” accounts accepted for service prior to the Effective Date; and (ii) new accounts as specifically set forth in Connecticut General Statutes, Title 16, Chapter 277, Section 16-19ff, or any successor provision as may be in effect from time to time, which section permits the installation of sub-meters and resale of service only at recreational campgrounds, individual slips at marinas and in other locations approved by the Public Utilities Regulatory Authority. For the latter accounts described in the cited statute, GU will apply a residential rate to any retail Customer allowed to make resales. In all sub-metering cases, GU will strictly enforce the resale price and other rules adopted by the Connecticut Public Utilities Regulatory Authority with respect to sub-metered accounts. Customers subject to these limited exceptions are advised to consult the Regulations of Connecticut State Agencies, specifically Sections 16-11-236 to 16-11-238, inclusive. Except in these limited cases, the practice known as “sub-metering” is not allowed by GU. Failure to adhere to these guidelines will subject the Customer to termination of service(s).

**5.5 RESUPPLY OF SERVICE – (ELECTRIC AND WATER SERVICES ONLY).** When service as of the Effective Date is resupplied to others (without sub-metering) by an existing retail Customer of GU as a part of a residential, commercial or industrial rental service provided by the retail Customer, each building or premises will be considered as a separate Customer, and the service will be furnished to the tenants as an incident to tenancy with the cost included as an integral part of the rent. The same rule shall apply to the greatest extent possible in the case of service supplied to any existing condominium or homeowner's association, where the cost of such service shall be incidental to the association's fees to its members.

Resupply of service, without sub-metering as described in this Section 5.5 or in Section 4.4 above, or with sub-metering as described in Section 5.4, by a new retail Customer of GU taking service after the Effective Date of these Rules and Regulations, and providing residential, commercial or industrial rental space to its tenants, will not be allowed, except in the limited, special cases described in Section 4.4 or Section 5.4 of these Rules and Regulations. As a result, only a retail Customer which had resupply arrangements with its tenants as of the Effective Date of these Rules and Regulations will be allowed to continue such arrangements and, unless one of the special, limited cases without sub-metering in Section 4.4 or with sub-metering in Section 5.4, each new tenant after the Effective Date shall receive individual service, separately metered, in their own name as a retail Customer of GU. Where resupply of service is allowed, resupply of service will constitute commercial use and will require prior written consent of GU.

#### **SECTION VI - CUSTOMER'S INSTALLATION**

**6.1 SUITABILITY OF APPARATUS – (ELECTRIC SERVICE ONLY).** In order that all Customers receive service of the highest quality, it is necessary that GU establish standards for the selection and use of electric motors, major appliances, and large electric equipment so that the starting and operating characteristics of the various units will not adversely affect the service rendered to other Customers. The Customer shall not use the service supplied for any purpose, or with any apparatus which would cause a disturbance on the lines or system of GU, sufficient to impair or render unsafe the service supplied by GU to other Customers. The Customer shall be liable for any damage resulting to GU's apparatus, or facilities, or to other Customers caused by failure to comply with any provision of this section.

GU reserves the right to disconnect service at any time, upon proper notice, when any equipment not approved by GU interferes with service to other Customers. GU reserves the right to inspect and test any motor(s) and/or apparatus when they are suspected of causing detrimental effects to GU's service. GU also reserves the right to require the Customer to install at their expense such wiring and equipment as may be necessary to prevent undue voltage frequency, voltage fluctuations, or other power quality problems, at the Customer's service location or at



the service location of other Customers. It is, therefore, imperative that the Customer consult with GU in advance of making any commitments for motors of any size, electrical equipment, or appliances.

**6.2 COMPLIANCE WITH REGULATIONS AND RULES.** Before GU will furnish service, the Customer shall comply with all applicable regulations, codes, and requirements of federal, state, or municipal bodies, and may be required to furnish GU satisfactory evidence of the apparatus to be connected to lines and, also, as to whether the operation of such apparatus will cause power quality problems on GU's distribution system. The Customer shall install only motors, apparatus, and devices which are suitable for operation with the character of the service available and supplied by GU.

**6.3 STATEMENT OF INSTALLER.** GU may require a written statement from the installer of wiring, piping, or other similar facilities that the same are suitable and proper for the safe and satisfactory reception and use of the service to be furnished and are in accordance with applicable building and safety codes.

**6.4 RESPONSIBILITY OF THE CUSTOMER.** In all cases the Customer is responsible for maintaining facilities, wiring, and appliances that are suitable and proper for the safe and satisfactory reception and use of the service to be furnished. These Rules and Regulations, available at any office of GU during normal business hours, contains specific information relating to the major factors involved and the limitations necessary in order to render satisfactory service. Any effort by GU to promote this condition, including the information provided in these Rules and Regulations, is merely assistance rendered to the Customer and shall not be deemed an assumption of liability on the part of GU.

All apparatus or facilities provided by GU to supply service shall remain its sole property whether or not affixed to the Customer's property and shall be returned by the Customer in the condition received, ordinary wear and tear accepted. Any damages caused by the Customer to GU's property (including damage occurring as a result of the Customer's failure to take reasonable precautions to protect such property from damage) shall be paid by the Customer.

**6.5 LIABILITY OF GROTON UTILITIES.** To the extent permitted by law, service is delivered to the Customer at the point where the service connection maintained by GU terminates. GU shall not be liable for direct, indirect, or consequential damages of any kind, whether resulting from injuries to persons, or property, or otherwise, arising out of or that may be traceable to trouble or defects in the apparatus, wiring, facilities, piping, or equipment, or to any other cause occurring beyond the point where the service connection of GU terminates.

**6.6 CHANGES IN CONDITIONS OR INSTALLATION.** The Customer shall give advance notice to GU of any proposed change in the Customer's service(s) or other conditions of use, or of any change in purpose or the location of the Customer's installation. Such changes in the Customer's service conditions or installation shall not be made until such notice has been given and permission received from GU. Failure to give notice of such changes shall render the Customer liable for any damage to the meters or other apparatus and equipment of GU caused by the changed conditions or installation.

## **SECTION VII - DEPARTMENT'S INSTALLATION**

**7.1 RIGHT-OF-WAY.** GU shall not be required to extend its facilities for the purpose of rendering service until it has satisfactory right-of-way or easements to permit the installation, operation, and maintenance of its facilities. The Customer, without expense to GU, shall grant or secure for GU such right-of-way or easements whether across property controlled by the Customer or by others.

**7.2 TREE TRIMMING AND TREE REMOVAL ON PRIVATE PROPERTY – (ELECTRIC SERVICE ONLY).** GU will not under any circumstances trim any branches or limbs of a tree on private property that are above, below, or surround a service drop loop from the pole to a building on the property. Tree trimming on private property is the



responsibility of the property owner.

GU or its contractor will trim any branches or limbs that may interfere with the integrity of the distribution system located on the public right-of-way in accordance with applicable tree trimming practices as defined by the Utility Arborist Association.

GU will participate equally with others involved (GU, A&TT, and property owner) in the cost of removing trees on private property when requested by a property owner under the following conditions:

- a) The tree is dead, or badly diseased and presents a hazard to primary or electric transmission lines should it fall, and if the tree is used for a tree guy, the property owner is willing to grant permission to install an anchor on their private property.
- b) The tree, whether publicly or privately owned, whose branches or limbs encroach into the public right-of-way for the purpose of distribution line clearance.

### **7.3 CONNECTIONS (ELECTRIC SERVICE ONLY).**

The service installation on the private property will be furnished, installed, and maintained by GU. A contribution will be required from the Customer for the construction of the service. The first one hundred fifty (150) feet of cable located on private property will be installed at no charge.

Commercial and Industrial Customers are required to furnish, install, and maintain underground secondary cables originating at the secondary terminals of a transformer to the Customer's service panel.

**Overhead.** GU will furnish and maintain its service connections at its own expense where no intermediate pole is required between the pole on the street and the building to be served. Maximum distance from the pole on the street to the building is one hundred twenty (120) feet.

**Underground.** All trenching, backfilling, and conduit for underground service connections will be furnished, installed, and maintained in a manner satisfactory to GU at the expense of the Customer.

**Underground Service Connections from Private-Property Pole.** All trenching, backfilling, and conduit will be furnished, installed, and maintained in a manner satisfactory to GU at the expense of the Customer.

**Maintenance Cost.** GU may require the Customer to contribute to such maintenance when in its judgment the maintenance cost is disproportionate to the revenue received.

**7.4 RIGHTS ON CUSTOMER'S PREMISES.** In accepting service, the Customer shall thereby agree to furnish GU, without charge, a suitable location selected by GU in advance for all of the property and equipment of GU necessary to furnish such service. GU shall have access to the Customer's premises at all reasonable times for the purpose of installing, reading, inspecting, repairing, removing, replacing, disconnecting, or otherwise maintaining its meters, equipment, and facilities, and for all other proper purposes and may terminate service if it is denied reasonable access.

**7.5 CHANGES IN LOCATION – (ELECTRIC SERVICE ONLY).** If the Department places its overhead wires underground or changes the location of any of its service facilities, it may require that such changes as may be necessary in the Customer's portion of the service connection, or which may directly or indirectly benefit the Customer, be made at the expense of the Customer.

## **SECTION VIII - ELECTRIC CO-GENERATION AND SMALL POWER PRODUCTION FACILITIES – (ELECTRIC SERVICE ONLY)**

**8.1 INTERCONNECTION COSTS.** The Customer is responsible for all costs associated with the installation of the generation equipment, protection, and metering equipment (except KWH meters), and connection to GU lines. Where the purpose of the Customer's interconnection with GU's system is to sell energy to GU and GU must incur



exceptional costs to rebuild or modify its facilities, including costs of transformation equipment to provide this interconnection, GU may require payment of these costs before making the interconnection.

### **SECTION IX – SEWER (CITY OF GROTON SEWER CUSTOMERS ONLY)**

**9.1 GENERAL PROVISIONS.** Section IX of the Rules and Regulations shall apply to the City of Groton and all users of the City's Sewage Collection System or Pollution Abatement Facility; authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein and the establishment of fines and penalties; regulates the use of public and private sewers and drains, private wastewater disposal, the installation and connection of building sewers, and the discharge of waters and wastes into the public sewer system of the City of Groton, County of New London, state of Connecticut. Section IX of the regulations sets forth uniform requirements and procedures for users of the Sewerage Collection System and the Pollution Abatement Facility (PAF) and enable the Water Pollution Control Authority (WPCA), acting through the Director of Utilities and Groton Utilities (GU) to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code § 1251 *et seq.*) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). These regulations are:

- a. to inform the public as to the technical and administrative procedures to be followed in obtaining connection to GU's sewage collection system;
- b. to prevent the introduction of pollutants into the PAF that will damage or interfere with its operation;
- c. to prevent the introduction of pollutants that will pass through the (PAF), inadequately treated, into receiving waters, or otherwise be incompatible with the PAF;
- d. to protect both PAF personnel who may be affected by wastewater and sludge in the course of their employment, and the general public;
- e. to promote reuse and recycling of industrial wastewater and sludge from the PAF;
- f. to provide for fees for connection to the PAF; and
- g. to enable the City to comply with its National Pollutant Discharge Elimination System (NPDES) permit conditions, sludge use and disposal requirements, and any other state or federal laws to which the PAF is subject.

**9.2 DEFINITIONS.** Unless a provision explicitly states otherwise, the following terms and phrases, as used in these Rules and Regulations, shall have the meanings hereinafter designated:

**Act or "the Act".** The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 *et seq.*

**Approval Authority.** State of Connecticut, Department of Energy and Environmental Protection, Water Management Bureau, 79 Elm Street, Hartford, CT 06106-5127

**Biochemical Oxygen Demand (BOD).** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration (e.g., mg/l).

**Boiler Blowdown Wastewater.** Boiler wastewater resulting from periodic or continuous bleed off or draining of bottom, bulk or surface water from a boiler during boiler operation for the purpose of eliminating excess solids from the boiler water, and shall include steam condensate from the boiler operations, but does not include boil-out or boiler acid cleaning wastewaters.

**Boiler Acid Cleaning Wastewaters or Boil-Out.** Wastewater and waste acid or alkaline cleaning solution generated from cleaning to remove scale, oil, grease, or other contaminants from a boiler, performed also as maintenance or on a new boiler prior to operation.

**Building Drain.** That part of the lowest horizontal piping of a building plumbing system extending five (5) feet outside the inner face of the building wall which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer.

**Building Sewer.** The extension from the building drain to the public sewer, private sewer, or other place of disposal (may also be called the house connection or building lateral). The Building Sewer begins five (5) feet outside the inner face of the building wall.



**Bypass.** As defined in Section 9.20 of these Rules and Regulations.

**Categorical Pretreatment Standard or Categorical Standard.** Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

**Chemical Oxygen Demand (COD).** The amount of oxygen required for the chemical oxidation of carbonaceous (organic) material in wastewater using inorganic dichromate or permanganate salts as oxidants in a two-hour test.

**Commissioner.** Commissioner of the Department of Energy and Environmental Protection for the State of Connecticut.

**Compatible Pollutant.** Biochemical Oxygen Demand (BOD), suspended solids, pH, and fecal coliform bacteria; plus any additional pollutants identified in the PAF's NPDES permit, where the PAF is designed to treat such pollutants and, in fact, does treat such pollutants to the degree required by the NPDES permit.

**Cooling Tower Blowdown.** Wastewater, including condensate, resulting from periodic, continuous bleed off or discharge from cooling towers during operation, which may or may not have come in contact with water treatment chemicals.

**Cooling Water.** Process water, in general, used for cooling purposes to which the only pollutant added is heat and which has such characteristics that it may be discharged to a natural outlet in accordance with federal and state laws.

**Director of Utilities.** The Director of Utilities of the City of Groton, his agents, representatives and designees.

**Domestic Sewage.** Sewage that consists of water and human excretions or other waterborne wastes incidental to the occupancy of a residential building or nonresidential building but not wastewater from water softening equipment, commercial laundry wastewater, and blowdown from heating and cooling equipment.

**Environmental Protection Agency (EPA).** The United States Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said Agency.

**Existing Source.** Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

**Floatable Oil.** Oil, fat, or grease in a physical state such that it will separate by gravity from sewage by treatment in an approved pretreatment facility.

**Garbage.** Animal or vegetable waste resulting from the handling, preparation, cooking or serving of food.

**Grab Sample.** A sample which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

**Indirect Discharge or Discharge.** The introduction of pollutants into the PAF from any non-domestic source regulated under Section 307(b), (c), or (d) of the Act.

**Industrial Wastewater.** All wastewater from industrial processes, trade, or business and is distinct from domestic sewage.

**Instantaneous Maximum Allowable Discharge Limit.** The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

**Interference.** A discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the PAF, its treatment processes or operations, or its sludge processes, use or disposal; and therefore, is a cause of a violation of the City's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

**Medical Waste.** Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes and dialysis wastes.

**National Pollutant Discharge Elimination System (NPDES).** The program for issuing, modifying, revoking, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements under Section 307, 402, 318 and 405 of the Clean Water Act and Chapter 446K of the Connecticut General Statutes and Regulations adopted thereunder.





**New Source.** Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Clean Water Act, as amended, which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

- a) the building, structure, facility, or installation is constructed at a site at which no other source is located; or
- b) the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
- c) the production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site (in determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered).

Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

- a) begun, or caused to begin, as part of a continuous on-site construction program;
- b) any placement, assembly, or installation of facilities or equipment; or
- c) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
- d) entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time (options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph).

**Noncontact Cooling Water (NCCW).** Water used for cooling purposes which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

**Pass Through.** A discharge which exits the PAF into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit, including an increase in the magnitude or duration of a violation.

**Person.** Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

**ph.** A measure of the acidity or alkalinity of a solution, expressed in standard units.

**Pollutant.** Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal or agricultural or industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

**Pollution Abatement Facility (PAF).** The arrangement of structures and devices used for the treatment of sewage and sludge, also referred to as the Publicly Owned Treatment Plant (POTW).

**Pretreatment or Treatment.** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the PAF. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard, and except as prohibited by Title 40, Code of Federal Regulations, and Section 403.6(d).

**Pretreatment Requirements.** Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

**Pretreatment Standards or Standards.** Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.



**Private Sewer.** A sewer installed and owned on private property by the property owner at its expense, as a collection system for multiple building sewers which do not connect separately and directly to a public sewer. This shall not include sewers passing through and interconnecting separate buildings. The use of private sewers shall be regulated by the WPCA.

**Prohibited Discharge Standards or Prohibited Discharges.** Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 4.1 of these Rules and Regulations.

**Publicly Owned Treatment Works (POTW).** A treatment works as defined by Section 212 of the Act (33 U.S.C. §1292), which is owned by the City of Groton and operated through the City's WPCA. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

**Public Sewer.** A common sanitary sewer owned and controlled by the PAF.

**Pretreatment Standards for Existing Sources (PSES).** Those standards as specified in Section 22a-430-4 of the Regulations of Connecticut State Agencies.

**Pretreatment Standards for New Sources (PSNS).** Those standards as specified in Section 22a-430-4 of the Regulations of Connecticut State Agencies.

**Regulation or "the Regulation".** Section IX of these Rules and Regulations in its entirety as from time to time modified and amended.

**Septic Tank Waste.** Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

**Sewage.** Human excrement and gray water (household showers, dishwashing operations, etc.).

**Sewage Collection System.** All facilities for collecting, regulating, pumping and transporting sewage to the PAF.

**Significant Industrial User.** A user subject to categorical pretreatment standards; or a user that:

- a. discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the PAF (excluding sanitary, non-contact cooling, and boiler blowdown wastewater);
- b. contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the PAF; or
- c. is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the PAF's operation, or for violating any pretreatment standard or requirement.

Upon a finding that a user meeting the criteria in Subsection (b) above has no reasonable potential for adversely affecting the PAF's operation or for violating any pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f) (6), determine that such user should not be considered a significant industrial user.

**Sewer Property Damage.** As defined in Section 9.3 of these Rules and Regulations.

**Slug Load or Slug.** Any discharge at a flow rate or concentration which could cause a violation of the Prohibited Discharge Standards in Section 9.11 of these Rules and Regulations and which could adversely affect the PAF.

**Soluble Oil.** Oil which is of either mineral or vegetable origin and disperses in water or sewage at temperatures between 32 degrees Fahrenheit and 150 degrees Fahrenheit.

**Standard Industrial Classification (SIC) Code.** A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

**Storm Sewer.** A sewer which collects and conveys stormwater or groundwater and to which condensate, cooling water, or similar wastes may be discharged.

**Stormwater.** Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snow melt.

**Suspended Solids.** The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

**Swimming Pool Wastewater.** Wastewaters generated by the acid cleaning, pressure washing and/or draining of public pools or private residential pools, or the backwash of a pool filtration system.

**Upset.** As defined in Section 9.21 of these Rules and Regulations.

**User or Industrial User.** A source of indirect discharge.





**Wastewater.** Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the PAF.

**Wastewater Discharge Permit.** A permit issued in accordance with federal and/or state regulations and requirements.

**Wastewater Treatment Plant or Treatment Plant.** That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste, also known as the PAF.

**Watercourse.** A natural or artificial channel for the passage of water either continuously or intermittently.

**9.3 DAMAGE.** No person shall break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the City's Sewage Collection System.

**9.4 NEW CONSTRUCTION/SEWER EXTENSION.**

- a) No person shall contract for, or commence construction of, any sanitary sewer, sewage lift station, or ancillary facility within the service area of the WPCA without the prior written approval of the WPCA.
- b) WPCA approval is required for:
  - (1) sanitary sewer extension to serve property not presently served by sanitary sewers;
  - (2) sewage lift stations and force main sewers, including the modification of any component that increases conveyance capacity;
  - (3) expansion of sanitary sewer capacity by an increase in the size of a sewer pipe and appurtenances thereto, or any other activity that has a potential to increase the quantity of wastewater received at the PAF; and
  - (4) connection of any new or presently unconnected development or structure to the Sewage Collection System.
- c) As part of any application for the approval of the WPCA as required above, the applicant shall submit to the WPCA such pertinent information as the WPCA may reasonably request, including, without limitation, all necessary design data including wastewater flows, construction plans and specifications for the work, and profiles showing grades of the street or ground and sanitary sewer, the depth of such sanitary sewer below the surface of the street or ground, and height above mean sea level using local datum. Upon completion of the approved work, the permittee shall submit to the WPCA the necessary record drawings and maps of such constructed sanitary sewer, lateral, sewage lift station, or ancillary facility and showing the location and size of the sanitary sewer or lateral and the location of the manholes, basins, culverts, branches for house connection, and other appurtenances together with maps showing the situation, dimensions, and ownership of all lands adjoining the property or street in which said sanitary sewer, sewage lift station, or ancillary facility is constructed.
- d) All plans, maps, specifications and other data submitted to the WPCA shall be signed and sealed by a professional engineer registered in the State of Connecticut unless waived by the WPCA of Utilities for good cause.

**9.5 CONNECTIONS, USE OF SEWER.**

- a) No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter, repair, or disturb any sanitary sewer or appurtenance thereof which is part of the City's Sewage Collection System without obtaining a written permit from Groton Utilities' Project Management.
- b) The application for connection of a building sewer or lateral sewer connection to any sanitary sewer or appurtenance thereof which is part of the Sewage Collection System shall be accompanied by a plan or map in general accordance with the requirements of these Rules and Regulations showing that the proposed installation meets the requirements of these Rules and Regulations and other applicable specifications, standards, codes and laws. The application shall be signed by the owner of the premises to be served or his or her authorized agent and by the



- qualified contractor who will perform the work of installing and connecting the building sewer to the public sewer.
- c) A connection to the public sewer may be made only after the plumbing system for the building or premises has been approved by the City of Groton Building Official in order to insure that applicable minimum standards are met for the installation. No trench containing a building sewer or lateral sewer connection to the public sewer shall be backfilled until Groton Utilities' Project Management has completed an inspection of and approved the work. The permittee shall submit accurate, complete and legible "As-Built" information with all cross connections and measurements from building(s) to sanitary connection within two (2) weeks of completion of the work.
  - d) No person shall open any street or other public way for the purpose of laying a sanitary sewer connection or drain, without first obtaining permits and approvals from all state and local agencies.

**9.6 PUBLIC AND PRIVATE SEWER AVAILABILITY.** The owners of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes situated within the City and abutting on any street, alley, or right-of way in which there is now located, or may in the future be located, a public or private sewer under control of the WPCA are, at the option of the WPCA and at the owner's expense, required to install a building sewer to connect their building drain to the public or private sewer in accordance with the provisions of these Rules and Regulations, within ninety (90) days after date of official notice to do so.

It shall be unlawful for any person to construct or repair any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage if public sewers are available.

It shall be unlawful for any person to place, deposit, or permit to be deposited in any manner on public or private property within the City any human excrement, garbage, or other objectionable waste.

It shall be unlawful for any person to discharge to any watercourse within the City any sewage or other wastewater except where suitable treatment has been provided and/or as otherwise permitted in accordance with these Rules and Regulations.

Public or private sewers shall be deemed not available if:

- a) no public or private sewer is located within one hundred feet (100') of the property line; or
- b) connection to a public or private sewer is prevented by topographical or other physical reasons as determined by the WPCA

Where a public or private sewer is not available, the building's sewer shall be connected to an onsite sewage disposal system complying with the rules and regulations of the State Department of Health Services as administered by the Ledge Light Health District.

**9.7 PRIVATE SEWER CONNECTION STANDARDS.**

- a) No private sewer shall be constructed unless it is connected to a public sewer.
- b) Use of private sewers by multiple property owners and construction or reconstruction of private sewers capable of servicing multiple property owners is prohibited unless such private sewer meets the requirements of these Rules and Regulations.
- c) Private sewers shall be designed and constructed in accordance with plans and specifications prepared by a registered professional engineer, consistent with the Sewer Main and Services Construction Specifications issued by the WPCA. Construction shall be subject to the inspection of the WPCA and use of the private sewer shall be prohibited until such time as the construction is approved. No certificate of occupancy for the building(s) serviced by such private sewer shall be issued by the Zoning and Building Official of the City of Groton until such time as said approval is granted in writing. Ownership of and responsibility for the maintenance of a private sewer shall remain with the owner(s) of record of the property.



- d) No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter, repair, or disturb any public sewer, private sewer, building sewer, or appurtenance thereof. The work related to uncovering, making and connecting with or opening into any public sewer shall be performed by agents or representatives of the WPCA. Any other work may be done by private contractors subject to the provisions of these Rules and Regulations.
- e) No user shall make connections of roof drains, downspouts, foundation drains, areaway drains, basement drains, sump pumps, or other sources of surface runoff or groundwater to a building sewer, building drain, or private sewer which in turn is connected directly or indirectly to a public sewer.
- f) In addition to the provisions of these Rules and Regulations, any private sewer which meets the definition of a "community sewerage system" as defined in CGS § 7-245(3) must comply with the provisions of CGS § 7-246f and must meet the ownership and management requirements set forth therein.

**9.8 BUILDING SEWER CONNECTION STANDARDS.** A separate and independent building sewer shall be provided for every building, except where one (1) building stands at the rear of another on an interior lot and no public or private sewer is available or can be constructed to the rear building through an adjoining alley, courtyard, or driveway. The building sewer that provides service for the building which fronts on the public or private sewer may be extended to the rear building and the whole considered as one (1) building sewer, if approved by the WPCA. The City expressly disclaims and will not assume any obligation or responsibility for damage caused by or resulting from any such aforementioned connection and will require written acknowledgement of such disclaimer, in a form acceptable to the WPCA, from all interested parties.

Existing building sewers or portions thereof may be used in connection with new buildings only when they are found on examination and test by the WPCA to meet all requirements of these Rules and Regulations. The cost of the examination and test shall be borne by the user(s) of the new buildings.

The building sewer shall be brought to the building at an elevation below the basement floor unless the WPCA, for severe practical difficulties, grants a waiver of this requirement. The depth shall be sufficient to afford protection from frost.

In all buildings in which any building drain is too low to permit gravity flow to the public or private sewer, sewage carried by such drain shall be lifted by an acceptable and City approved lift system and discharged into the building sewer. Duplex lift systems shall be provided for commercial and industrial buildings.

The building sewer shall be cast-iron soil pipe, ASTM Specification A74-66; vitrified-clay sewer pipe, ASTM Specification C200-65T; or polyvinyl chloride pipe, ASTM Specification D3034- SDR35. Whenever any part of the building sewer is located within ten feet (10') of a water pipe, is subject to damage by tree roots, or is placed on fill or unstable material, a specific building material may be required by the WPCA.

The size and slope of a building sewer shall be subject to the approval of the WPCA, but in no event shall the diameter be less than six inches (6"). The slope of such six-inch (6") pipe shall not be less than one-eighth inch (1/8") per foot. The building sewer shall be laid at uniform grade and in straight alignment insofar as possible. Changes in grade or direction shall be made only with manholes or properly constructed cleanouts and approved by the WPCA. Every building drain shall be equipped with a Y branch furnishing a clean-out for the main drain. The Y branch shall be placed as to give direct access to the building drain at the point the building drain leaves the building basement and shall be fitted with a threaded-brass cleanout plug. The Y branch cleanout is to be located in the cellar floor with the cleanout plug located a minimum of four inches (4") above the basement floor at the outer wall, except where permission is given by the Zoning and Building Official and WPCA to place it otherwise.

All building sewer joints and connections shall be made tight and waterproof. Cement mortar joints will not be permitted. Cast-iron pipe joints shall be firmly packed with oakum or hemp and filled with molten lead per Federal



Specifications QQ-C-40, not less than one inch (1") deep. Lead shall be run in one (1) pouring and caulked tight. No paint, varnish, or other coatings shall be permitted on the jointing material until after the joint has been tested and approved. Approved pre-molded, matching resilient-rubber gasket joints may be used as an alternate to the lead joint. All joints in vitrified-clay pipe or between such pipe and metals shall be made with approved pre-molded, matching resilient-rubber gasket joints. Gasket joints using materials having resilient properties shall conform to ASTM Specification C425-66T and shall be Type I or III. All joints in polyvinyl chloride pipe shall be made with approved pre-molded, matching resilient-rubber gasket joints conforming to ASTM Specification D1869.

All excavations required for the installation of a building sewer or a private sewer shall be open trench work unless otherwise approved by the WPCA. All pipe laying and backfilling on private property up to a level of two feet (2') over the top of the pipe shall be performed in accordance with ASTM Specification C12-64, except that no backfill shall be placed until the work has been inspected and approved. The remaining backfilling of the pipe trench in the street right-of-way will be controlled by the applicable requirements of the City of Groton.

All excavations for building sewer or private sewer installation, repair, and connection shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner meeting all the applicable requirements of the City of Groton and shall be inspected and approved by the Director of Public Works of the City or his duly authorized representative.

The connection of the building sewer into the public sewer shall be made at an existing Y or T branch, if such Y or T branch is available at a suitable location. If no Y or T branch is available, a connection may be made by tapping the existing sewer by an approved method, then installing a T saddle or other approved fitting. No portion of the fitting shall project beyond the inside surface of the sewer.

No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter, repair, or disturb any public sewer, private sewer, building sewer, or appurtenance thereof. The work related to uncovering, making and connecting with or opening into any public sewer shall be performed by agents or representatives of the WPCA. Any other work may be done by private contractors.

No user shall make connections of roof drains, downspouts, foundation drains, areaway drains, basement drains, sump pumps, or other sources of surface runoff or ground water to a building sewer, building drain, or private sewer which in turn is connected directly or indirectly to a public sewer.

**9.9 PERSONS AUTHORIZED TO INSTALL AND USE BUILDING SEWERS AND PRIVATE SEWERS.** No unauthorized person shall use any public sewer or private sewer or undertake any work related to the installation of building sewers or private sewers without first obtaining a written permit from the WPCA. All building sewers or private sewers shall be installed by a contractor who possesses a valid license issued under Chapter 393 of the Connecticut General Statutes, as amended.

Applications for permits shall be submitted on a special form furnished by the WPCA and signed jointly by the owner(s) of the property to be serviced by the building sewer or private sewer and by the contractor retained by the owner(s) to construct the building sewer or private sewer. For the purposes of these Rules and Regulations, the owner(s) and the contractor shall be considered as joint permittees with the responsibility of the permittee (owner(s)) limited to all non-construction requirements of these Rules and Regulations and the responsibility of the permittee (contractor) limited to the construction of the building sewer or private sewer and payment of permit fee requirements of these Rules and Regulations.

The application for permit shall be supplemented by any plans, specifications, or other information required by these Rules and Regulations or considered pertinent by the WPCA to determine that the proposed installation meets the requirements of these Rules and Regulations and other applicable specifications, codes, and laws.



The permittee (contractor) shall have one (1) copy of the permit available for inspection at the site of the work at all times. Upon approval of the application, a permit shall be issued to have the work performed by the stated contractor.

In the event ownership of the premises changes before the work is completed, or if another contractor is chosen to perform or finish the work, the original permit shall become void, and a new permit must be obtained by the new parties in interest.

A connection to the public sewer will be made only after the building ('s) (s') plumbing has been approved by the Zoning and Building Official of the City in order to insure that applicable requirements are met for the installation.

The permittees for the building sewer or private sewer permit shall notify the WPCA at least twenty-four (24) hours before beginning the work and also when the building sewer and/or private sewer is ready for inspection and connection to the public sewer. No work shall be backfilled until inspected and approved.

Any permit may be suspended, canceled, or terminated by the WPCA on written notice to the permittees for violation of the conditions thereof or for violation of the requirements of these Rules and Regulations, or for other reason(s) in the public interest. Suspension, cancellation, or termination of a permit shall not entitle the permittees to any compensation or reimbursement from the WPCA, the City or its agents or representatives, for any alleged loss or expense incurred thereby, and permits shall be issued on this condition.

The permittee (contractor) shall be required to submit a full written report to the WPCA within twenty-four (24) hours in the event that prohibited substances are found in a building sewer, private sewer, or house drain during the course of the work.

Notification of the completion of the work with certification that all conditions of these Rules and Regulations have been complied with shall be filed in writing with the WPCA by the permittee (contractor) within twenty-four (24) hours after the completion of the work covered in each permit.

Notices shall be effective when sent by certified or registered mail to the permittees at the addresses given on the application for permit.

**9.10 PERMIT FEE REQUIREMENTS.** A permit fee for each building serviced by the proposed building sewer or private sewer shall be paid to the WPCA by the permittee (contractor). Governmental and non-profit institutions are not exempt from permit fees.

All costs and expenses incident to the installation, connection, repair, and inspection of the building sewer or private sewer shall be borne by the owner. The permittee (contractor) shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer and/or private sewer in accordance with the following requirements:

- a) Prior to the approval of an application for permit by the WPCA, the permittee (contractor) shall file with the WPCA a certificate of public liability insurance with limits of at least \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000 covering property damage, both of which shall remain in full force and effect for a period of at least one (1) year from the date permitted construction is completed and approved. Groton Utilities shall be named as an additional insured with respect to general liability.
- b) Said insurance shall indemnify the City of Groton, the WPCA and their elected and appointed officials, employees, agents, and representatives against any and all claims, liability, or action for damages incurred in, or in any way connected with, the performance of the work, and for or by reason of any acts or omissions in the performance of the work.

**9.11 GENERAL SEWER USE REQUIREMENTS - PROHIBITED DISCHARGE STANDARDS**



**General Prohibitions.** No user shall introduce or cause to be introduced into the PAF any pollutant or wastewater which causes pass-through or interference. These general prohibitions apply to all users of the PAF whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.

**Specific Prohibitions.** No user shall introduce or cause to be introduced into the PAF those pollutants, substances, or wastewaters listed below, unless specifically authorized by the WPCA or appropriate federal, state or local permits. Prohibitions may be enforced if user discharges adversely affect the PAF's quantity or quality, or results in the City's failure to comply with the NPDES permit or disruption of plant operations.

- a) pollutants which create a fire or explosive hazard, or be injurious in any other way to the PAF and/or the PAF, including but not limited to, waste streams with a closed-cup flashpoint reading from an explosion hazard meter of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;
- b) wastewater having a pH less than 5.5 or more than 10, or otherwise causing corrosive structural damage to the PAF or equipment. The upper and lower limits of pH for any industrial wastewater discharge shall be established under the discharger's State Discharge Permit;
- c) solid or viscous substances in amounts which will cause obstruction of the flow in the PAF and/or PAF resulting in interference, but in **no case** solids greater than one-half inch (0.5") in any dimension;
- d) pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the PAF;
- e) wastewater having a temperature greater than 150°F (65°C) at the point were discharged to the PAF, or which will inhibit biological activity in the treatment plant resulting in interference, but in **no case** wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F (40°C);
- f) petroleum oil, non-biodegradable cutting oil, or products of mineral-oil origin, in amounts that will cause interference or pass-through;
- g) pollutants which result in the presence of toxic gases, vapors, or fumes within the PAF in a quantity that may cause acute worker health and safety problems, or to exceed the limitations set forth in the Pretreatment Standards contained in these Rules and Regulations;
- h) trucked or hauled pollutants, except at discharge points designated by the WPCA in accordance with Section 5.4 of these Rule and Regulations;
- i) noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
- j) wastewater which imparts color which cannot be removed by the treatment process, such as but not limited to, dye wastes and vegetable-tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit;
- k) wastewater containing any radioactive wastes or isotopes;
- l) materials which exert or cause unusual concentrations of inert suspended solids such as, but not limited to, Fullers earth, lime slurries, and lime residues, or of dissolved solids such as, but not limited to, sodium chloride and sodium sulfate;
- m) stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, swimming pool wastewater, condensate, deionized water, noncontact cooling water, boiler blowdown, cooling tower blowdown and unpolluted wastewater;
- n) overflow from holding tanks or other receptacles storing organic waste;
- o) steam exhausts, sediment traps, or pipes carrying hot circulating water;
- p) periodic boiler cleaning, including but not limited to, boil-out wastewaters and boiler acid cleaning wastewaters. Periodic boiler cleaning is not included in the term "boiler blowdown" as used in these Rules and Regulations;
- q) sludges, screenings, or other residues from the pretreatment of industrial wastes;
- r) medical wastes;
- s) strong-acid, iron pickling wastes, photographic-darkroom wastes, chemical-etching wastes, plating solutions, or strong oxidizing agents, whether neutralized or not;
- t) wastewater causing, alone or in conjunction with other sources, the PAF's effluent to fail a toxicity test;





- u) detergents, surface-active agents, or other substances which may cause excessive foaming in the PAF;
- v) fats, wax, oils, greases, of animal or vegetable origin, petroleum or mineral oil, whether emulsified or not, in concentrations greater than 100 mg/l, with floatable oil not to exceed 20 mg/l, or containing substances which may solidify or become viscous at temperatures between 32°F (0°C) and 150°F (65°C);
- w) wastewater causing two (2) successive readings on an explosion hazard meter at the point of discharge into the PAF, or at any point in the PAF, of more than 5% or any single reading over 10% of the lower explosive limit of the meter; or
- x) quantities of cooling water, either noncontact or direct.
- y) any substance which, if otherwise disposed of, would be a listed hazardous waste under 40 CFR Part 261, as amended.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the PAF.

**National Categorical Pre-treatment Standards.** The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.

Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the WPCA may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).

When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the WPCA shall impose an alternate limit using the combined waste stream formula in 40 CFR 403.6(e).

A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.

A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

Upon the promulgation of the Categorical Standard for a particular industrial subcategory, the National Standard, if more stringent than limitations imposed under these Rules and Regulations for sources in that subcategory, shall supersede the limitations imposed under these Rules and Regulations.

**State Pretreatment Standards.** State pretreatment standards are hereby incorporated. If established for the discharge of 40 CFR Parts 405 through 470 in accordance with Section 307 CWA, PSNS for new sources and PSES for all other discharges. Existing discharges to stormwater or ground water which are redirected to the PAF after adoption of a pretreatment standard shall meet PSES, unless the discharge is a new source in which case PSNS requirements shall be met at the time the redirected discharge is commenced.

**Local Limits.** The following pollutant limits are established to protect against pass-through and interference. No person shall discharge wastewater containing in excess of the Connecticut State Statutes Sections 22a-430-3 and Section 22a-430-4, as amended, or in excess of the following average monthly allowable discharge limits, whichever is stricter, unless otherwise permitted:

- a) 0.05 mg/l arsenic
- b) 5.0 mg/l barium
- c) 30.0 mg/l BOD5
- d) 5.0 mg/l boron
- e) 0.1 mg/l cadmium
- f) 1.0 mg/l chromium (total)
- g) 0.1 mg/l chromium (Cr+6)



- h) 1.0 mg/l copper
- i) 0.1 mg/l cyanide (amenable)
- j) 20.0 mg/l fluoride
- k) 0.1 mg/l lead
- l) 100.0 mg/l magnesium
- m) 5.0 mg/l manganese
- n) 0.01 mg/l mercury
- o) 1.0 mg/l nickel
- p) 10.0 mg/l oil and grease
- q) 11.0 mg/l silver
- r) 2.0 mg/l tin
- s) 20.0 mg/l total suspended solids
- t) 1.0 mg/l zinc

The above limits apply at the point where the wastewater is discharged to the PAF. All concentrations for metallic substances are for total metal unless indicated otherwise. The WPCA may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

**Dilution.** No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment, to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The WPCA may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

#### **9.12 PRETREATMENT OF WASTEWATER.**

**Pre-Treatment Facilities.** Users shall provide wastewater treatment as necessary to comply with these Rules and Regulations and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 9. of these Rules and Regulation within the time limitations specified by EPA, the state, or the WPCA, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the WPCA for review, and shall be acceptable to the WPCA before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of these Rules and Regulations.

**Additional Pretreatment Measures.** Whenever deemed necessary, the WPCA may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and/or PAF, and determine the user's compliance with the requirements of these Rules and Regulations.

The WPCA may require any person discharging into the PAF to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.

Grease, oil, and sand interceptors shall be provided when, in the opinion of the WPCA, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the WPCA, and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at their expense. The user shall maintain records of the dates and means of disposal, which are subject to review by the Commissioner and the WPCA. Any removal





and hauling of collected material shall be performed by a waste disposal firm which possesses a valid permit from the Commissioner under Section 25-54h of the Connecticut General Statutes, as amended.

Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

**9.13 ACCIDENTAL DISCHARGE / SLUG CONTROL PLANS.** The WPCA may evaluate whether each significant industrial user needs to prepare or revise an accidental discharge/slug control plan (or equivalent document), prepared in accordance with federal, state or local requirements or the provisions set forth in these Rules and Regulations. The WPCA may require any user to develop, revise, submit for approval and implement such a plan. The WPCA may require each significant industrial user to submit pertinent information from the accidental discharge/slug control plans on a regular basis (i.e., emergency notification numbers annually).

**9.14 HAULED WASTEWATER.** Septic tank waste may be introduced into the PAF only at locations designated by the WPCA, and at such times as are established by the WPCA. Such waste shall not violate Section 9 of these Rules and Regulations or any other requirements established by the City. The WPCA may require septic tank waste haulers to obtain wastewater discharge permits.

The WPCA shall require both haulers of industrial waste and generators of hauled industrial waste to obtain wastewater discharge permits. The WPCA also may prohibit the disposal of hauled industrial waste as a matter of policy. The discharge of hauled industrial waste is subject to all other requirements of these Rules and Regulations.

Industrial waste haulers may discharge loads only at locations designated by the WPCA. No load may be discharged without prior consent of the WPCA. The WPCA may collect samples of each hauled load to ensure compliance with applicable standards. The WPCA may require the industrial waste hauler to provide a waste analysis of any load prior to discharge. Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum:

- a) the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste; and
- b) shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

### **9.15 WASTEWATER DISCHARGE PERMIT APPLICATION**

**Wastewater Analysis.** When requested by the WPCA or the Commissioner, a user must submit information on the nature and characteristics of its wastewater within thirty (30) days of the request, using appropriate federal, state or local forms for this purpose. The WPCA must receive a copy of this information and may periodically require users to update this information.

#### **Wastewater Discharge Permit Requirement.**

- a) No significant industrial user shall discharge wastewater into the PAF without first obtaining a wastewater discharge permit from the Commissioner, in accordance with Section 22a-430 of the Connecticut General Statutes, as amended, except that a significant industrial user that has filed a timely application pursuant to Section 9.15, Wastewater Discharge Permitting: Existing Connections of these Rules and Regulations may continue to discharge until final action is taken on the application.
- b) The Commissioner may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of these Rules and Regulations, including but not limited to, domestic sewage in excess of five thousand (5,000) gpd through any individual building sewer to a public sewer.
- c) Any violation of the terms and conditions of a wastewater discharge permit issued by the Commissioner or the WPCA shall be deemed a violation of these Rules and Regulations, and subjects the wastewater discharge permittee to the sanctions set out in Sections 9.19 through 9.21 of these Rules and Regulations. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all



federal and state pretreatment standards or requirements or with any other requirements of federal, state and local law.

**Wastewater Discharge Permitting: Existing Connections.** Any user currently discharging wastewater into the PAF and who wishes to continue such discharges in the future, shall, comply with and adhere to all local, state and federal regulations and permits.

**Wastewater Discharge Permitting: New Connections.** Any user required to obtain a wastewater discharge permit who proposes to begin or recommence discharging into the PAF must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit must be submitted to the Commissioner and the WPCA no later than ninety (90) days prior to the date upon which any discharge will begin or recommence.

**Application Signatories and Certification.** All wastewater discharge permit applications and user reports submitted to the WPCA must be signed by an authorized representative of the user and contain the following certification statement:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations.”

**Wastewater Discharge Permit Decisions.** The Commissioner will evaluate the data furnished by the user and may require additional information. The Commissioner may in accordance with Section 22a-430(b) of the Connecticut General Statutes, as amended, and in accordance with the provisions set forth in these Rules and Regulations:

- a) reject the discharge of sewage
- b) require pretreatment of the sewage to an acceptable condition prior to discharge to the public sewers at the discharger’s expense
- c) require control over quantities and rates of the discharge of sewage (equalization)

If the Commissioner permits the pretreatment and/or equalization of sewage flows, the design and installation of the facilities to accomplish such pretreatment and/or flow equalization shall be subject to the review and approval of the Commissioner and WPCA, subject to the requirements of all applicable codes, regulations, and laws. The cost of design and installation of the facilities to accomplish such pretreatment and/or equalization of sewage flows shall be borne by the discharger.

The WPCA shall have the right to reject the discharge of any sewage; or require more stringent effluent limitations than required by the user’s permit—the decision(s) of the Commissioner notwithstanding—if the WPCA finds that said sewage is likely to interfere with the operation or performance of the PAF.

**Regulation of Waste Received from Other Jurisdictions.** If another municipality, or user located within another municipality, contributes wastewater to the PAF, the WPCA shall enter into an inter-municipal agreement with the contributing municipality.

Prior to entering into an agreement required by above, the WPCA shall obtain the following information from the contributing municipality:

- a) a description of the quality and volume of wastewater discharged to the PAF by the contributing municipality;
- b) an inventory of all users located within the contributing municipality that are discharging to the PAF; and
- c) such other information as the WPCA may deem necessary.



Each such inter-municipal agreement shall, in addition to such other terms and conditions as the WPCA shall determine, contain the following provisions:

- a) a requirement that the contributing municipality adopt a sewer use regulation which is at least as stringent as these Rules and Regulations, and local limits which are at least as stringent as those set out in Section 9.11 of these Rules and Regulations. The requirement shall specify that such regulation and limits must be revised as necessary to reflect changes made to the WPCA's regulation or local limits;
- b) a requirement that the contributing municipality submit a revised user inventory on at least an annual basis;
- c) a provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the WPCA; and which of these activities will be conducted jointly by the contributing municipality and the WPCA;
- d) a requirement for the contributing municipality to provide the WPCA with access to all information that the contributing municipality obtains as part of its pretreatment activities;
- e) limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the PAF;
- f) requirements for monitoring the contributing municipality's discharge;
- g) a provision ensuring the WPCA access to the facilities of users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the WPCA;
- h) a provision specifying remedies available for breach of the terms of the inter-municipal agreement; and
- i) a hookup and operating fee (i.e., North Slope and Town connections)

#### 9.16 REPORTING REQUIREMENTS

**Baseline Monitoring Reports.** Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a) (4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the PAF shall submit to the WPCA a report which contains the information listed below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the WPCA a report which contains the information listed in below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

Users described above shall submit the information set forth below.

- a) Identifying Information. The name and address of the facility, including the name of the operator and owner.
- b) Environmental Permits. A list of any environmental control permits held by or for the facility.
- c) Description of Operations. A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the PAF from the regulated processes.
- d) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the PAF from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6(e).
- e) Measurement of Pollutants.
  - a. The categorical pretreatment standards applicable to each regulated process.
  - b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the WPCA, of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Analytical Requirements Section of these Rules and Regulations.



- c. Sampling must be performed in accordance with procedures set out in Sample Collection of these Rules and Regulations.
- f) Certification. A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
- g) Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Compliance Schedule Progress Reports Section of these Rules and Regulations.
- h) Signature and Certification. All baseline monitoring reports must be signed and certified in accordance with Section 9.15 of these Rules and Regulations.

**Compliance Schedule Progress Reports.** The following conditions shall apply to the compliance schedule required by Reporting Requirements and Compliance Monitoring Sections of these Rules and Regulations:

- a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- b) No increment referred to above shall exceed nine (9) months;
- c) The user shall submit a progress report to the WPCA no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- d) In no event shall more than nine (9) months elapse between such progress reports to the WPCA.

**Reports on Compliance with Categorical Pretreatment Standard Deadline.** Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the PAF, any user subject to such pretreatment standards and requirements shall submit to the WPCA a report containing the information described in Section 9.16 of these Rules and Regulations. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Application Signatories and Certification Section of these Rules and Regulations.

**Periodic Compliance Reports.** All significant industrial users shall, at a frequency determined by the WPCA but in no case less than twice per year (in June and December), submit a report (i.e., Discharged Monthly Reports) indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. All periodic compliance reports must be signed and certified in accordance with Application Signatories and Certification Section of these Rules and Regulations.

All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.



If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the WPCA, using the procedures prescribed in Sample Collection Section of these Rules and Regulations, the results of this monitoring shall be included in the report.

**Reports of Changed Conditions.** Each user must notify the WPCA of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least sixty (60) days before the change. Any user proposing a new discharge through an existing building sewer into the PAF shall notify the WPCA at least forty-five (45) days prior to the date of the proposed change or connection.

The WPCA may require the user to submit such information as may be deemed necessary to evaluate the changed condition.

For purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty percent (20%) or greater, and the discharge of previously unreported pollutants including: those located in Appendix B and/or D of Section 22a-430 and 433 of the Connecticut General Statutes; or subsequent revisions; substances located in the EPA's Priority Pollutant List; and/or those which may adversely affect the PAF.

**Reports of Potential Problems.** In the case of any discharge, including but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load that may cause potential problems for the PAF, the user shall immediately telephone and notify the WPCA of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

Within five (5) days following such discharge, the user shall, unless waived by the WPCA and the Commissioner, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the PAF, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to these Rules and Regulations.

A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described above. Employers shall ensure that all employees who may cause such a discharge to occur are advised of the emergency notification procedure.

Any user whose discharge results in a malodorous condition in the sewage collection system which, in the judgment of the WPCA, constitutes a threat to public health and/or a public nuisance, shall, upon written notification, implement such actions as are necessary to control or eliminate said conditions. Actions to be taken may include, but are not limited to:

- a) installation of odor control devices
- b) application of odor control chemicals
- c) increased frequency of user-owned pumping station operation

The expense of implementing such odor control actions shall be borne by the user. In the event the user does not comply with the written notification to implement odor control actions within ten (10) days, the WPCA shall implement such actions necessary to control or eliminate said condition and bill the user for the expense of such actions.

**Reports from Unpermitted Users.** All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the WPCA as the WPCA may require.

**Notice of Violation/Repeat Sampling and Reporting.** Any user found to be in violation of any provisions of these Rules and Regulations shall be served by the WPCA with written notice stating the nature of the violation and



providing a reasonable time limit for the satisfactory correction thereof. The offender shall within the period of time stated in such notice permanently cease all violations.

Any user who is found to be in violation of Section 22a-430 of the Connecticut General Statutes, as amended, shall be subject to a monetary penalty or forfeiture under Section 22a-438 of the Statutes. If the WPCA is found to be in violation of Section 22a-430 and is fined, and if the violation and fine result from the violation of Section 22a-430 or these Rules and Regulations by any user subject to the regulation, then the WPCA shall seek indemnification of the WPCA from said user for said fine.

**Analytical Requirements.** All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA.

**Sample Collection.** When required by the Commissioner, the owner(s) of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observations, sampling, and measurement of wastewaters. Such structures, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the Commissioner. The sampling structure shall be located at a point along industrial waste stream where a representative sample of the industrial wastewater may be obtained prior to its being diluted by domestic sewage in the building sewer. The structure shall be installed and maintained by the owner(s) at the owner(s) expense.

All significant industrial users discharging to the PAF shall perform such monitoring of their discharge as required by the Commissioner in any state discharge permit issued pursuant to Section 32 22a-430 of the Connecticut General Statutes, as amended, including but not limited to, installation, use, and maintenance of monitoring equipment; keeping records; and reporting the results to the Commissioner. Such records shall be made available upon request of the Commissioner or the WPCA.

All measurements, tests, and analyses of the characteristics of sewage to which reference is made in these Rules and Regulations shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association. Sampling methods, location, times, durations, and frequencies are to be determined on an individual basis subject to the stipulations and general conditions of the user's wastewater discharge permit.

**Timing.** Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

**Record Keeping.** Users subject to the reporting requirements of these Rules and Regulations shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by these Rules and Regulations, and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall include the date, exact place, method, and time of sampling; name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the WPCA, or where the user has been specifically notified of a longer retention period by the WPCA.





### **9.17 COMPLIANCE MONITORING**

**Right of Entry: Inspection and Sampling.** The WPCA and other duly authorized employees of the City of Groton, bearing credentials and identification shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of these Rules and Regulations and any wastewater discharge permit or order issued hereunder. Users shall allow the WPCA or duly authorized employees of the City of Groton ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the WPCA or duly authorized employees of the City of Groton will be permitted to enter without delay for the purposes of performing specific responsibilities.

The WPCA or duly authorized employees of the City of Groton shall have the right to setup on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.

The WPCA or duly authorized employees of the City of Groton may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated annually to ensure their accuracy.

Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the WPCA or duly authorized employees of the City of Groton, and shall not be replaced. The costs of clearing such access shall be borne by the user.

Unreasonable delays in allowing the WPCA or duly authorized employees of the City of Groton access to the user's premises shall be a violation of these Rules and Regulations.

The WPCA or duly authorized employees of the City of Groton shall observe all safety rules applicable to the premises established by the user.

The WPCA and other duly authorized employees of the City of Groton shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of repair, construction, and maintenance of any portion of the Sewerage Collection System lying within said easement. All entry and subsequent work, if any, on said easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property.

### **9.18 ADMINISTRATIVE ENFORCEMENT REMEDIES**

**Notification of Violation.** If the WPCA learns that a user has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director may serve upon that user a written Notice of Violation. Within thirty (30) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the WPCA within the period of time stated in the Notice of Violation. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the WPCA or the WPCA to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

**Consent Orders.** The WPCA may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document.



Such documents shall have the same force and effect as the administrative orders issued pursuant to Section 9.18 of these Rules and Regulations and shall be judicially enforceable.

**Show Cause Administrative Hearing.** The WPCA or the WPCA may order a user which has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the WPCA and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user or its representative and shall specify the time and place for the meeting, the proposed enforcement action, the reasons for such action and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) addressed to the last known address of the user or to the property from which the discharge is occurring or has occurred at least ten (10) days prior to the hearing. Such notice may be served on any representative of the user. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

**Compliance Orders.** When the WPCA learns that a user has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

**Cease and Desist Orders.** When the WPCA finds that a user has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the Director may issue an order to the user directing it to cease and desist all such violations and directing the user to:

- a) immediately comply with all requirements; and
- b) take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

**Administrative Fines.** When the WPCA finds that a user has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director may fine such user in an amount not to exceed one hundred dollars (\$100.00) per violation, per day. In the case of monthly or other long term average discharge limits, fines shall be assessed for each day during the period of violation.

Any person that has violated any of the provisions of these Rules and Regulations shall become liable to the City of Groton acting through the WPCA for any expenses, loss, or damage occasioned, by reason of such violation.

Any user found to be in violation of Section 22a-430 of the Connecticut General Statutes, as amended, shall be subject to a monetary penalty or forfeiture under Section 22a-438 of the Statutes. If the WPCA is found to be in violation of Section 22a-430 and is fined, and if the violation and fine result from the violation of Section 22a-430 or these Rules and Regulations by any user subject to these Rules and Regulations, then the WPCA shall seek indemnification of the WPCA from said user for said fine and any other damages.





Users desiring to dispute such fines must file a written request to the WPCA to reconsider the fine along with full payment of the fine amount within thirty (30) days of being notified of the fine. The WPCA shall schedule the appeal for a hearing at the next regularly scheduled WPCA meeting, but not sooner than fourteen (14) days after receipt of the appeal. All hearings shall be informal in nature. In the event the user's appeal is successful, the payment shall be returned to the user. The WPCA may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user.

**Emergency Suspensions.** The WPCA or the WPCA may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial danger to the health or welfare of persons. The WPCA or the WPCA may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the PAF, or which reasonably appears to present, or cause, an imminent or substantial danger to the environment.

Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the WPCA may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the PAF, its receiving stream, or endangerment to any individuals. The WPCA may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the WPCA that the period of endangerment has passed, unless the termination proceedings in Section 9.18 of these Rules and Regulations have been initiated against the user.

A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the WPCA prior to the date of any show cause or termination hearing under Section 9.18 of these Rules and Regulations. Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section; nor shall any emergency suspension be a bar against, or a prerequisite for, taking any other action against the user.

**Termination of Discharge.** Any user who violates the following conditions is subject to discharge termination:

- a) violation of wastewater discharge permit conditions;
- b) failure to accurately report the wastewater constituents and characteristics of its discharge;
- c) failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
- d) refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; or
- e) violation of the pretreatment standards in Section 9.11 of these Rules and Regulations.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 9.18 of these Rules and Regulations why the proposed action should not be taken. Exercise of this option by the WPCA shall not be a bar to, or a prerequisite for, taking any other action against the user.

#### **9.19 JUDICIAL ENFORCEMENT REMEDIES.**

**Injunctive Relief.** When the WPCA finds that a user has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Director, in consultation with the WPCA and the City of Groton's attorney, may petition the Superior Court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by these Rules and Regulations on activities of the user. The WPCA may also seek such other action as is appropriate for legal



and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

**Civil Penalties.** A user who has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the City for a maximum civil penalty of \$100.00 per violation, per day in accordance with Section 7-148(c)(10)(A) of the Connecticut General Statutes. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

The WPCA may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

**Remedies Nonexclusive.** The remedies provided for in these Rules and Regulations are not exclusive. The WPCA may take any, all, or any combination of these actions against a non-compliant user. Enforcement of pretreatment violations will generally be in accordance with the WPCA's enforcement response plan. However, the WPCA and/or the WPCA may take more than one enforcement action against a non-compliant user when the circumstances warrant.

**Appeals.** The WPCA shall hear and determine appeals from any users on matters concerning interpretation and execution of the provisions of these Rules and Regulations by the WPCA.

Within thirty (30) days of receipt of an interpretation or order to which the user takes exception, unless an earlier appeal is required hereunder, the user shall file an appeal in writing to the WPCA setting forth the interpretation or order objected to and the grounds of the objection.

The WPCA shall schedule the appeal for a hearing at its next regularly scheduled meeting but not sooner than fourteen (14) days after receipt of the appeal. All hearings shall be informal in nature.

## **9.20 SUPPLEMENTAL ENFORCEMENT ACTION**

**Water Supply Severance.** Whenever a user has violated or continues to violate any provision of these Rules and Regulations, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Water service will only recommence, at the user's expense, after it has satisfactorily demonstrated to the WPCA its ability to comply.

**Public Nuisances.** No person shall maliciously, willfully or negligently break, damage, destroy and cover deface or tamper with any structure or pertinence or equipment which is part of the sewage collection system. Any person who violates this provision shall be punished by a fine not exceeding one hundred (\$100.00) dollars per violation per day.

## **9.21 AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS.**

**Upset.** For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.



An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements below are met.

A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- a) an upset occurred and the user can identify the cause(s) of the upset;
- b) the facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
- c) the user has submitted the following information to the WPCA within twenty-four (24) hours of becoming aware of the upset if this information is provided orally, a written submission must be provided within five (5) days:
  - d) a description of the indirect discharge and cause of noncompliance;
  - e) the period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
  - f) steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.

Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

**Prohibited Discharge Standards.** A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 4.1(A) of these Rules and Regulations or the specific prohibitions in Sections 4.1(B) (3) through 4.1(B) (25) of these Rules and Regulations if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- a) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
- b) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the City was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

**Bypass.** For the purposes of this section

- a) "Bypass" means the intentional diversion of waste streams from any portion of a user's treatment facility.
- b) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs of this section below.

- a) If a user knows in advance of the need for a bypass, it shall submit prior notice to the WPCA, at least ten (10) days before the date of the bypass, if possible.
- b) A user shall submit oral notice to the WPCA of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and



steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The WPCA may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

Bypass is prohibited, and the WPCA may take or refer the matter to the WPCA for an enforcement action against a user for a bypass, unless:

- a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- c) The user submitted notices as required in this section.

The WPCA may approve an anticipated bypass, after considering its adverse effects, if the WPCA determines that it will meet the three conditions listed in paragraph above.

#### **9.22 MISCELLANEOUS PROVISIONS.**

**Pretreatment Charges and Fees.** The WPCA may adopt reasonable fees for reimbursement of costs of setting up and operating the WPCA's Pretreatment Program which may include:

- a) fees for wastewater discharge permit applications including the cost of processing such applications;
- b) fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
- c) fees for reviewing and responding to accidental discharge procedures and construction;
- d) fees for filing appeals with the WPCA; and
- e) other fees as the WPCA may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by these Rules and Regulations and are separate from all other fees, fines, and penalties chargeable by the WPCA.

**9.23 GRINDER PUMP INSTALLATION.** In all buildings in which any building drain is too low to permit gravity flow to the public or private sewer, sewage carried by such drain shall be lifted by an acceptable and commonly approved lift system. This regulation applies to lots that do not have an existing sewer connection and have not received a previous pump credit. All applications of this policy shall be subject to the approval of the WPCA.

- a) Sewage grinder pumps shall be considered an "approved lift system."
- b) Generally, sewer mains, within the limits of a public street, are constructed as to be at a depth great enough to allow the installation of building sewers connected to the public sewer to flow by gravity. By adoption of this policy, the WPCA acknowledges that single family residences with their first floor above basement level constructed on lots below the level of the sewer do not enjoy full benefit of the public sewer. In recognition of this factor, the WPCA shall, without cost to the property owner, provide a sewer grinder pump for residential buildings with no more than one (1) living unit, with the distribution costs and responsibilities of the WPCA and the property owner to be substantially in accordance with the following provisions of these Rules and Regulations.
- c) In commercial, industrial, or multi-family (two or more units) applications where the same general conditions exist, and where, in the opinion of the WPCA, it is not possible to construct a gravity building sewer below the level of the first floor above basement level, the WPCA shall provide a comparable benefit by partially reimbursing the property owner for the cost of pumping equipment in an amount equal to the typical cost of a sewage grinder pump sized for a single residential installation as determined by the WPCA.
- d) No property owner may elect to have a sewage grinder pump installed in lieu of an available gravity building sewer connection. All developments shall utilize gravity sewer systems where possible. Sewage grinder pumps and forced sewer main construction shall only be used when, in the opinion of the WPCA, it is deemed necessary. Whenever two (2) or more residential buildings require a common force sewer main to pump through and up to a gravity main, the common force main shall be installed by the WPCA with the costs charged to the benefitted properties on a front footage basis. Each benefitted property shall become responsible for its share of the cost



when it connects to the system. Payment may be made in full or in ten (10) equal annual installments plus interest on the unpaid balance at the rate of 6 percent per year for current accounts and 12 percent per year on delinquent accounts.

- e) Application of this policy is contingent on the availability of funds approved by the Council and Freeman of the City of Groton.
- f) All construction shall be in accordance with the technical specifications as included in “The City of Groton, Water Pollution Control Authority, and Specifications for Sewage Grinder Pump Installation.”

**Responsibility of Groton Utilities - No cost to the Contractor/Property Owner**

- a) Provide engineering assistance with planning by meeting on-site with owner/contractor to determine applicability of these Rules and Regulations and details of installation.
- b) Determine whether or not building meets the criteria for eligibility with respect to these Rules and Regulations.
- c) Determine availability of funds from Groton Utilities.
- d) Review and approve owner/contractor application for sewer permit and prepare letter estimate for costs billed by WPCA to owner.
- e) Issue Building Sewer Permit.
- f) Provide easement form to owner, ready to sign.
- g) Determine and provide correct pump for outside installation. Inside installation is not permitted.
- h) Deliver sewage grinder pump with flotation ring and place in hole excavated by contractor.
- i) Provide redundant check valve and motor breather tube for contractor installation.
- j) Provide services of an electrician to install electric service from owner’s panel to pump and from pump to building; also, to install alarm/buzzer upstairs.
- k) Supervise necessary pump tests performed by contractor prior to placing unit in service. Provide future maintenance of the sewage grinder pump, alarm systems, and transfer system as provided by and owned by the WPCA.

**Responsibility of the Owner/Contractor at the Owner’s Expense**

- a) Make application to City for building sewer permit, road opening permit.
- b) Make application to building inspector for plumbing permit.
- c) Make payment in advance (deposit) to Groton Utilities, who will provide at owner’s expense: application for building sewer permit, engineering inspection, and connect to main.
- d) Have easement provided by City witnessed by two witnesses, signed by property owner, and notarized.
- e) Outside Grinder Pump:
  - o Excavate and prepare hole for sewage grinder pump and flotation ring provided by Groton Utilities.
  - o Backfill around sewage grinder pump after Groton Utilities places sewage grinder pump in hole.
  - o Excavate all sewer and electric pipe trenches.
  - o Lay all sewer pipe.
  - o Install all necessary plumbing.
  - o Install redundant check valve and motor breather tube provided by Groton Utilities.
  - o Grade, seed, pave, as necessary.
  - o Erect barriers to prevent sewage grinder pump from being hit by vehicles.
- f) Have available (or upgrade to make available) an adequate power supply.
  - o One 20 amp 240 volt circuit.
  - o One 15 amp 120 volt circuit.
- g) Perform all necessary pump tests under Groton Utilities supervision prior to placing sewage grinder pump in service.
- h) Operate the sewage grinder pump under normal conditions in accordance with the User Instructions provided by the WPCA.

**Property Owner’s Liability for Damage to Sewage Grinder Pump**

- a) It shall be the responsibility of the property owner to make every reasonable effort to protect the sewage grinder pump from damage at all times. The property owner’s responsibility, without limiting other areas,



shall include the following:

- i. Proper installation testing, and operation in accordance with requirements of the WPCA.
  - ii. Protection from any type of mechanical damage caused by vehicles or other objects.
- b) The property owner should advise the WPCA promptly of any circumstances or event that may, or has, caused damage to the sewage grinder pump.
- c) If in the opinion of the WPCA damage occurs to the sewage grinder pump due to the negligence of the property owner, said property owner will be liable for damages to the WPCA. The WPCA shall notify the property owner as to the nature of the negligence of the property owner and the cost of repairs to or replacement of the damaged sewage grinder pump. In the event the property owner and WPCA cannot agree as to the negligence or the amount of damages, the WPCA shall refer the matter to the WPCA, and if necessary, arbitration shall be carried out in accordance with the rules of the American Arbitration Association, the cost of which shall be divided equally between the WPCA and the property owner.
- d) One member of the Arbitration Board shall be a registered professional engineer, one member shall be a practicing sanitary engineer, and one member shall be an attorney or as determined otherwise by the American Arbitration Association.

**9.24 PRIVATE WATER METER REQUIREMENTS.** Secondary Meter shall mean a meter used to measure the flow of water taken from the City's distribution system that is used for purposes where none of the water taken is discharged unmetered to the sewer collection system.

A customer requests a secondary private water meter to be installed in a water line feeding an external sprinkler system or any other device installed to use water outside of the structure, which does not discharge to the sewer system and no sewer charges will be billed to customer for the water usage through the secondary water meter.

This regulation requires all customers requesting secondary meters to purchase, install and maintain the secondary meter and backflow prevention devices when required. The secondary meters purchased by the customer must be compatible with Groton Utilities.

Upon compliance with the requirements, inspection and approval process outlined herein, the WPCA will offer the right to qualified customers. This right will only be granted to those customers who meet the plumbing specifications as outlined by the Groton Utilities Water Division.

Secondary water meters will be granted at the discretion of Groton Utilities and only upon compliance with the following requirements, conditions and procedures.