

# ***Rules and Regulations***

## **Ledyard WPCA**



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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 contract for service entered into by Groton Utilities dba Ledyard WPCA 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 is open to inspection at the offices of Groton Utilities and is available for all Customers.

**1.2 APPLICATION.** The provisions of these Rules and Regulations apply to all Customers receiving service from Ledyard WPCA without regard to whether a service application has been made by the Customer or accepted by Ledyard WPCA under Section II hereof. Receipt of service shall constitute the receiver as a Customer of Ledyard WPCA as the term is used in these Rules and Regulations.

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

**1.4 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.

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

**2.1 SERVICE APPLICATIONS.** Ledyard WPCA may require a prospective Customer to make written application for service. Such application shall be made on standard forms provided by Ledyard WPCA and shall include such information as Ledyard WPCA may deem essential to the proper supply of service to the applicant. Ledyard WPCA reserves the right to require sufficient identification and authority to apply for service. Ledyard WPCA reserves the right to refuse service, at any location, to a prospective Customer who is then indebted to Ledyard WPCA for any service previously furnished to such prospective Customer.

**2.2 NEW ACCOUNT FEE.** A New Account Fee may be charged to each customer requesting water / sewer services. This charge applies to all rate classifications and helps defray the cost of setting up the new account, reading the meter, and/or connecting the water services.

**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, Ledyard WPCA 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 Ledyard WPCA's metering equipment.

**2.4 ACCEPTANCE OF SERVICE.** If an application for service is accepted by Ledyard WPCA, 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 Ledyard WPCA for the supply of service.

**2.5 UNAUTHORIZED USE.** The use of service without notice to Ledyard WPCA to enable Ledyard WPCA 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 Ledyard WPCA'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 premises 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 Ledyard WPCA.

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

**3.1 BILLING PERIOD.** The normal billing period shall be monthly.

**3.2 PAYMENT FOR SERVICE.** All bills for water service, repairs, and other services or facilities furnished by Ledyard WPCA to the Customer shall be due and payable upon the mailing date. Failure of the Customer to receive the bill does not relieve him 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 may be required to make all future payments by cash, money order, or certified check. Payments shall be applied first to balances for repairs and other services or facilities furnished by Ledyard WPCA and then to balances for water / sewer service. Within those categories, payments shall be applied first to unpaid balances, including late payment charges, and then to current charges. Ledyard WPCA shall charge Customers a returned-check fee for each check returned for insufficient funds.

A Customer may request a special meter reading which does not coincide with the established meter reading schedule. Charges for special meter readings will be applied as follows:

- a) To readings for which no question has been raised regarding the accuracy of the regular reading (e.g., to determine a tenant's usage).
- b) To the second special reading request within one month to verify the accuracy of the regular reading or for any verification reading for accuracy which is outside normal working hours.

There is no charge for the first verification reading for accuracy within one month, provided it occurs within normal working hours.

**3.3 DELINQUENT ACCOUNTS.** All accounts not paid in full after fifteen (15) days of the mailing of the bill are considered delinquent. Should an account become delinquent, Ledyard WPCA 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 Ledyard WPCA are referred to (a) the Regulations of Connecticut State Agencies (in this case, the Connecticut Public Utilities Regulatory Authority Department 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) Ledyard WPCA brochure, "Notice of Customer Rights", a copy of which Ledyard WPCA will provide in person or by certified mail to a residential Customer prior to any termination of service, and (c) the following sections of these Rules and Regulations. Subject to a Customer's rights, Ledyard WPCA 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, Ledyard WPCA 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 the applicable Connecticut General Statutes, 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.

**3.4 LATE PAYMENT CHARGE.** All accounts not paid in full by the date of the next billing will be subject to a penalty charge, to be applied to the unpaid balance for each month's delinquency. The only exemptions are governmental entities (all levels).

**3.5 FINAL NOTICE.** Before termination of service, Customers with bills one month delinquent shall receive a "Final Notice" by first class or certified mail giving thirteen (13) calendar days from the mailing of the notice in which to pay the previous balance as written in the notice and as listed as previous balance on the "Final Notice". Customers should inquire about termination, credit or other issues involving a customer's rights and duties at the Ledyard WPCA Credit Department at (860) 440-7774.

**3.6 DISPUTED BILLS.** Any Customer who has a question or complaint or who disputes all or part of his/her bill after receiving a termination notice (Final Notice) may contact any Customer Service Representative handling credit matters who will answer the Customer's inquiry. If the Customer remains unsatisfied, they may have a 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 the Review Officer, the Customer may request in writing a further investigation and hearing by the Ledyard WPCA Utility Commission or as required by law.

**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 need repair.
- c) High usage occurred more than thirty (30) days after customer received a high bill or high usage notice from Ledyard WPCA.
- 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 watering of lawns, trees, or gardens.
- f) High usage is due to pool fill, unless the Customer meters the water used. (See Section 8.12.)
- 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 incidents within the customer's control.

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

- a) Customer notifies Ledyard WPCA Customer Service 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) The 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.

a) The following policy procedures are to be used for customers petitioning high water bills due to leaks: It should be emphasized here that the customer is responsible for all water usage between their meter and their dwelling and that relief from that water usage cannot be granted. As a nonprofit entity, the WPCA pays Groton Utilities for all water usage.

b) If the customer is also tied into WPCA sewer and the leak is outside the sewer system, such as an outside faucet, then the WPCA commissioners may waive the sewer cost that is a result of the outside the sewer system leak.

c) Upon a customer request, our service provider, GU will pull the meter to check for accuracy and report back to the customer the state of the meter.

d) No determination will be made about the sewer cost relief above until the following conditions are met:

- i. The meter has been checked if requested by the customer.
- ii. The leak has been fixed with proof of repair (either a plumber receipt, parts receipt, or other documentation that shows leak repair); and
- iii. A formal request has been made to the WPCA commissioners at their monthly meeting.

e) The WPCA Review Officer will present all the above information to the commissioners for review and a determination of relief based on their analysis of the information.

**3.7 RECONNECTION CHARGES.** 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 24 hours from the time of the customer payment.

**3.8 FINAL BILL.** The Customer shall be liable for service taken after notice of termination has been received by Ledyard WPCA 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 its mailing date.

**3.9 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 in bills on a prorated basis to the effective date using the meter readings after said effective date.

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

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

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

**4.2 SINGLE DELIVERY POINT.** The entire water requirements of a customer on one continuous premises that is not intersected by a public road will generally be served at one 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, Ledyard WPCA will make a reasonable effort to install, test and maintain an appropriate meter or communication device which meets Ledyard WPCA's requirements. The Customer will bear the cost of providing and installing the meter or communication device and will be billed by Ledyard WPCA when installation is completed. Upon installation, the meter or communication device will become the property of Ledyard WPCA and will be maintained by Ledyard WPCA.

**4.3 COMPLIANCE WITH AVAILABILITY.** The use of Ledyard WPCA'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 Ledyard WPCA to meter existing individual dwelling units separately, service may be supplied through one so-called

“master meter” under the rules set forth below in Section 5.4 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, Ledyard WPCA 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 Ledyard WPCA and shall agree to service conditions and conservation measures designed by Ledyard WPCA to safeguard against the unwise or wasteful use of service commonly associated with “master metering”.

**4.5 REFUSAL TO SERVE.** Ledyard WPCA reserves the right to refuse to supply the 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 a service. Ledyard WPCA may refuse to supply service which might affect the cost or quality of service supplied to other Customers. As a condition of service, Ledyard WPCA may require a customer having such unusual loads to install special regulating and protective equipment in accordance with WPCA 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 the supply of water services on an unmetered basis is justified in the judgment of Ledyard WPCA, 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.** Ledyard WPCA does not guarantee continuous service and, from time to time, Ledyard WPCA 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 Ledyard WPCA, for any reason or cause, shall be excused and Ledyard WPCA 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, Ledyard WPCA shall be excused and shall have no liability in the event Ledyard WPCA experiences an Event of Force Majeure affecting service, which shall mean any and all reasons or causes beyond its reasonable control affecting Ledyard WPCA’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 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 Ledyard WPCA enters into an agreement to provide any service or such Force Majeure Event arises after Ledyard WPCA’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, Ledyard WPCA shall make reasonable efforts to resume service as soon as practicable.

IN FURTHERANCE OF THE FOREGOING, IN CONNECTION WITH ITS SERVICE OR OTHERWISE, LEDYARD WPCA 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 reasonable discretion of Ledyard WPCA, temporary services may be available to any Customer who can be served from Ledyard WPCA'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. Ledyard WPCA 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, Ledyard WPCA reserves the right to curtail or temporarily interrupt the Customer's service from time to time in order that repairs, replacements, or change(s) may be made in Ledyard WPCA's facilities either on or off the Customer's premises. Whenever possible, Ledyard WPCA will attempt to notify the Customer in advance except in cases of emergency. Nothing in this Section shall be deemed to require Ledyard WPCA to make such repairs, replacements, or changes at times other than normal business hours.

**5.4 RESUPPLY OF SERVICE.** When service as of the Effective Date is resupplied to others (without submetering) by an existing retail Customer of Ledyard WPCA 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.

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

**6.1 SUITABILITY OF APPARATUS.** Ledyard WPCA reserves the right to disconnect service at any time, upon proper notice, when any equipment not approved by Ledyard WPCA interferes with service to other Customers. Ledyard WPCA reserves the right to inspect and test any apparatus when it is suspected of causing detrimental effects to Ledyard WPCA's service. Ledyard WPCA also reserves the right to require the Customer to install at their expense equipment as may be necessary to correct water 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 Ledyard WPCA in advance of making any commitments.

**6.2 COMPLIANCE WITH ORDINANCES AND RULES.** Before Ledyard WPCA will furnish service, the Customer shall comply with all applicable ordinances, codes, and requirements of Federal, State, or Municipal bodies, and may be required to furnish Ledyard WPCA satisfactory evidence of the apparatus to be connected to its lines and, also, as to whether the operation of such apparatus will cause problems on Ledyard WPCA's distribution system.

**6.3 STATEMENT OF INSTALLER.** Ledyard WPCA may require a written statement from the installer of 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 that are suitable and proper for the safe and satisfactory reception and use of the service to be furnished. Section VIII of this manual contains specific information relating to the major factors involved and the limitations necessary to render satisfactory service. Any effort by Ledyard WPCA to promote this condition is merely assistance rendered to the Customer and shall not be deemed an assumption of liability on the part of Ledyard WPCA.

All apparatus or facilities provided by Ledyard WPCA to supply service shall remain its sole property whether affixed to the Customer's property and shall be returned by the Customer in the condition received, ordinary wear and tear expected. Any damages caused by the Customer to Ledyard WPCA's property (including damage occurring because 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 LEDYARD WPCA.** Service is delivered to the Customer at the point where the service connection maintained by Ledyard WPCA terminates. Ledyard WPCA 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, facilities, piping, or equipment or to any other cause occurring beyond the point where the service connection of Ledyard WPCA terminates.

**6.6 CHANGES IN CONDITIONS OR INSTALLATION.** The Customer shall give advance notice to Ledyard WPCA 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 Ledyard WPCA. Failure to give notice of such changes shall render the Customer liable for any damage to the meters or other apparatus and equipment of Ledyard WPCA caused by the changed conditions or installation.

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

**6.8 RIGHTS ON CUSTOMER'S PREMISES.** In accepting service, the Customer shall thereby agree to provide Ledyard WPCA, without charge, with a suitable location selected by Ledyard WPCA in advance for all of the property and equipment of Ledyard WPCA necessary to furnish such service. Ledyard WPCA 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.

**6.9 CHANGES IN LOCATION.** If the WPCA changes the location of any of its service facilities, it may require that such changes 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 VII – SEWER**

**7.1 GENERAL PROVISIONS.** Section VII of the Rules and Regulations applies to the Town of Ledyard and all users of the Town'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; 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; and 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 Town of Ledyard, County of New London, state of Connecticut. Section VII also sets forth uniform requirements and procedures for users of the Sewerage Collection System and the Pollution Abatement Facility (PAF) and enables the Water Pollution Control Authority (WPCA), 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 Ledyard'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 Town of Ledyard 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.

**7.2 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, 77 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 bleeding 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 7.21 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.

**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 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 Town'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 are necessary for the placement, assembly, or installation of new source facilities or equipment; or
- d) entered 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).

**Non-Contact 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 Town'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 Works (POTW).

**Pretreatment or Treatment.** The reduction of the number 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 the owner's 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 7.11 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. §1272), which is owned by the Town of Ledyard and operated through Ledyard 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 VII of these Rules and Regulations in its entirety are modified and amended from time to time.

**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 Town on the basis that it has 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 Town 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 7.3 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 7.11 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 storm water or groundwater and to which condensate, cooling water, or similar wastes may be discharged.

**Storm water.** 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.** Wastewater 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 7.21 of these Rules and Regulations.

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

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

**Wastewater Discharge Permit.** A permit is 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, is also known as the PAF.

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

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

#### **7.4 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 Ledyard WPCA without the prior written approval of the Ledyard WPCA.
- b) Ledyard 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 the sanitary sewer capacity of the Town 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 Ledyard WPCA as required above, the applicant shall submit to Ledyard WPCA such pertinent information as Ledyard 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 Ledyard 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 Ledyard WPCA shall be signed and sealed by a professional engineer registered in the State of Connecticut unless waived by Ledyard WPCA for good cause.

## **7.5 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 Town's Sewage Collection System without obtaining a written permit from Groton Utilities' Project Management acting on behalf of the Ledyard WPCA.
- 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 serve 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 Town of Ledyard Building Official 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 on behalf of the Ledyard WPCA. 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.

**7.6 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 Town of Ledyard 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 Ledyard WPCA are, at the option of Ledyard 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 the date of an 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 and approved for use by the WPCA.

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 Town of Ledyard any human excrement, garbage, or other objectionable waste.

It shall be unlawful for any person to discharge to any watercourse within the Town of Ledyard 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 Ledyard 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.

#### **7.7 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 Ledyard WPCA. Construction shall be subject to the inspection of Ledyard 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 Officials of the Town of Ledyard 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 the 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.

**7.8 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 Ledyard WPCA. The Town of Ledyard expressly disclaims and will not assume any obligation or responsibility for damage caused by or resulting from any such connection and will require written acknowledgement of such a disclaimer, in a form acceptable to Ledyard 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 Ledyard 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 Ledyard 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 Town of Ledyard approved lift system and discharged into the building sewer. Duplex lift systems should 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 Ledyard WPCA.

The size and slope of a building sewer shall be subject to the approval of Ledyard 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 Ledyard 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 to give direct access to the building drain at the point where the building drain leaves the building basement and shall be fitted with a threaded-brass cleanout plug. The Y branch cleanout is to be 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 Ledyard 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. Leads 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 a 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 D1867.

All excavations required for the installation of a building sewer, or a private sewer shall be open trench work unless otherwise approved by Ledyard 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 Town of Ledyard.

All excavations for building sewer or private sewer installation, repair, and connection shall be adequately guarded with barricades and lights 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 Town of Ledyard and shall be inspected and approved by the Director of Public Works of the Town of Ledyard 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.

**7.9 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 Ledyard WPCA. All building sewers or private sewers shall be installed by a contractor who possesses a valid license issued under Chapter 373 of the Connecticut General Statutes, as amended.

Applications for permits shall be submitted on a special form furnished by Ledyard 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 Ledyard 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 always have one (1) copy of the permit available for inspection at the site of the work. Upon approval of the application, a permit shall be issued to have the work done 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 plumbing of the building(s) has been approved by the Zoning and Building Official of the Town of Ledyard in order to ensure that applicable requirements are met for the installation.

The permittees for the building sewer or private sewer permit shall notify Ledyard WPCA at least twenty-four (24) hours before beginning the work and 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 Ledyard 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 Ledyard WPCA, the Town of Ledyard 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 Ledyard WPCA within twenty-four (24) hours if 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 Ledyard 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.

**7.10 PERMIT FEE REQUIREMENTS.** A permit fee for each building serviced by the proposed building sewer or private sewer shall be paid to Ledyard 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 Town of Ledyard 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 Ledyard WPCA, the permittee (contractor) shall file with the Ledyard 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. Said insurance shall indemnify the Town of Ledyard, Ledyard WPCA and their elected and appointed officials, employees, agents, and representatives

against 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.

#### **7.11 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 Ledyard 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 Town'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) waste water 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 discharge'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 Ledyard WPCA in accordance with Section 7.14 of these Rules 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 impart color to the treatment plant's effluent, thereby violating the Town's NPDES permit.
- k) Wastewater containing any radioactive waste 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) storm water, 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 wastewater and boiler acid cleaning wastewater. 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 waste.

- r) medical waste.
- 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, Ledyard 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, Ledyard 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 storm water 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 more than 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 BOD
- 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. Ledyard 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. Ledyard 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.

## **7.12 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 these Rules and Regulation within the time limitations specified by EPA, the state, or Ledyard 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 Ledyard WPCA for review and shall be acceptable to Ledyard 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 Town of Ledyard under the provisions of these Rules and Regulations.

**Additional Pretreatment Measures.** Whenever deemed necessary, Ledyard 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.

Ledyard 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 Ledyard 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 the type and capacity approved by Ledyard 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 Ledyard 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.

**7.13 ACCIDENTAL DISCHARGE / SLUG CONTROL PLANS.** Ledyard 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. Ledyard WPCA may require any user to develop, revise, submit for approval and implement such a plan. Ledyard 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).

**7.14 HAULED WASTEWATER.** Septic tank waste may be introduced into the PAF only at locations designated by Ledyard WPCA, and at such times as are established by Ledyard WPCA. Such waste shall not violate Section 7.11 of these Rules and Regulations, or any other requirements established by the WPCA. Ledyard WPCA may require septic tank waste haulers to obtain wastewater discharge permits.

Ledyard WPCA shall require both haulers of industrial waste and generators of hauled industrial waste to obtain wastewater discharge permits. Ledyard 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 Ledyard WPCA. No load may be discharged without prior consent of Ledyard WPCA. Ledyard WPCA may collect samples of each hauled load to ensure compliance with applicable standards. Ledyard 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.

### **7.15 WASTEWATER DISCHARGE PERMIT APPLICATION**

**Wastewater Analysis.** When requested by Ledyard 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. Ledyard 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 7.15, 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 more than 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 Ledyard WPCA shall be deemed a violation of these Rules and Regulations and subject the wastewater discharge

permittee to the sanctions set out in Sections 7.17 through 7.21 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 recommend 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 Ledyard WPCA no later than ninety (90) days prior to the date upon which any discharge will begin or be recommended.

**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 about 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 discharge'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 Ledyard WPCA, subject to the requirements of all applicable codes, regulations, and laws. The cost of designing and installation of the facilities to accomplish such pretreatment and/or equalization of sewage flows shall be borne by the discharger.

Ledyard 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 Ledyard 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, Ledyard WPCA shall enter into an inter-municipal agreement with the contributing municipality.

Prior to entering into an agreement required by the above, Ledyard 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 Ledyard WPCA may be deemed necessary.

Each such inter-municipal agreement shall, in addition to such other terms and conditions as Ledyard 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 7.11 of these Rules and Regulations. The requirement shall specify that such regulation and limits must be revised as necessary to reflect changes made to Ledyard 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 Ledyard WPCA; and which of these activities will be conducted jointly by the contributing municipality and Ledyard WPCA.
- d) a requirement for the contributing municipality to provide Ledyard 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 Ledyard 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 Ledyard WPCA.
- h) a provision specifying remedies available for breach of the terms of the inter-municipal agreement; and
- i) a hookup and operating fee (e.g., North Slope and Town of Ledyard connections).

#### **7.16 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 Ledyard 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 Ledyard WPCA a report which contains the information listed in below. A new source shall report on 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, were required by the standard or by Ledyard 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 the 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 are 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 7.15 of these Rules and Regulations.

**Compliance Schedule Progress Reports.** The following conditions shall apply to the compliance schedule required by Reporting Requirements (7.16) and Compliance Monitoring (7.17) 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 Ledyard 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 Ledyard 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 Ledyard WPCA a report containing the information described in Section 7.16 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 should include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with the Application Signatories and Certification Section of these Rules and Regulations.

**Periodic Compliance Reports.** All significant industrial users shall, at a frequency determined by Ledyard WPCA but in no case less than twice per year (in June and December), submit a report (e.g., 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 the Application Signatories and Certification Section (7.15) 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 always maintained in good working order. 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

Ledyard 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.

**Report of Changed Conditions.** Each user must notify Ledyard 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 Ledyard WPCA at least forty-five (45) days prior to the date of the proposed change or connection.

Ledyard 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 Ledyard 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 Ledyard 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 because 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 Ledyard 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, Ledyard 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 Ledyard WPCA as Ledyard 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 Ledyard 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 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 Ledyard 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 Ledyard WPCA shall seek indemnification of Ledyard 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 the 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 the 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 at the request of the Commissioner or Ledyard 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 postmarked date. 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 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 Ledyard WPCA, or where the user has been specifically notified of a longer retention period by Ledyard WPCA.

## **7.17 COMPLIANCE MONITORING**

**Right of Entry: Inspection and Sampling.** Ledyard WPCA and other duly authorized employees of the Town of Ledyard, 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 Ledyard WPCA or duly authorized employees of the Town of Ledyard 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, Ledyard WPCA or duly authorized employees of the Town of Ledyard will be permitted to enter without delay for the purposes of performing specific responsibilities.

Ledyard WPCA, or duly authorized employees of the Town of Ledyard shall have the right to set up 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. Ledyard WPCA or duly authorized employees of the Town of Ledyard may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be always maintained 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 Ledyard WPCA or duly authorized employees of the Town of Ledyard and shall not be replaced. The costs of clearing such access shall be borne by the user.

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

Ledyard WPCA or duly authorized employees of the Town of Ledyard shall observe all safety rules applicable to the premises established by the user.

Ledyard WPCA and other duly authorized employees of the Town of Ledyard shall be permitted to enter all private properties through which the Town of Ledyard 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.

## **7.18 ADMINISTRATIVE ENFORCEMENT REMEDIES**

**Notification of Violation.** If Ledyard 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 receipt of this notice, an explanation of the violation and a plan for satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to Ledyard WPCA within the period 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 receiving receipt of the Notice of Violation. Nothing in this section shall limit the authority of Ledyard WPCA or Ledyard WPCA to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

**Consent Orders.** Ledyard 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 specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Section 7.18 of these Rules and Regulations and shall be judicially enforceable.

**Show Cause Administrative Hearing.** 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 Ledyard 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 Ledyard 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 WPCA 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 by shutting off the user's water supply 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 number 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 Ledyard 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 WPCA 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 Ledyard 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 WPCA 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 Town of Ledyard acting through Ledyard 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 Ledyard 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 Ledyard WPCA shall seek indemnification of Ledyard WPCA from said user for said fine and any other damages.

Users desiring to dispute such fines must file a written request to Ledyard WPCA to reconsider the fine along with full payment of the fine amount within thirty (30) days of being notified of the fine. Ledyard WPCA shall schedule the appeal for a hearing at the next regularly scheduled Ledyard 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. Ledyard 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 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 people. 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, Ledyard 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. Ledyard WPCA may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of Ledyard WPCA that the period of endangerment has passed, unless the termination proceedings in Section 7.18 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 Ledyard WPCA prior to the date of any show cause or termination hearing under Section 7.18 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 7.11 of these Rules and Regulations.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show the cause under Section 7.18 of these Rules and Regulations why the proposed action should not be taken. Exercise of this option by Ledyard WPCA shall not be a bar to, or a prerequisite for, taking any other action against the user.

## **7.19 JUDICIAL ENFORCEMENT REMEDIES.**

**Injunctive Relief.** When Ledyard 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 WPCA, in consultation with the Town of Ledyard'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. Ledyard 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 Town 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 be accrued for each day during the period of the violation.

Ledyard 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 damage incurred by the Town.

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. Ledyard 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 Ledyard WPCA's enforcement response plan. However, Ledyard WPCA may take more than one enforcement action against a non-compliant user when the circumstances warrant.

**Appeals.** Ledyard WPCA shall hear and determine appeals from any users on matters concerning interpretation and execution of the provisions of these Rules and Regulations by Ledyard 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 Ledyard WPCA setting forth the interpretation or order objected to and the grounds of the objection.

Ledyard 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.

## **7.20 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 Ledyard 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.

## **7.21 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 Ledyard 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:

- i. a description of the indirect discharge and cause of noncompliance.
- ii. the period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
- iii. 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 failed.

**Prohibited Discharge Standards.** A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general and specific prohibitions in Section 7.11 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 Town of Ledyard 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 not 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 essential for 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 Ledyard WPCA, at least ten (10) days before the date of the bypass, if possible.
- b) A user shall submit oral notice to Ledyard 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. Ledyard 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 Ledyard WPCA may take an enforcement action against a user for a bypass, unless:

- a) The 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 waste, 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.

Ledyard WPCA may approve an anticipated bypass, after considering its adverse effects, if Ledyard WPCA determines that



it will meet the three conditions listed in paragraph above.

## **7.22 MISCELLANEOUS PROVISIONS.**

**Pretreatment Charges and Fees.** Ledyard WPCA may adopt reasonable fees for reimbursement of costs of setting up and operating Ledyard 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 Ledyard WPCA; and
- e) other fees as Ledyard 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 Ledyard WPCA.

**7.23 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. All applications of this policy shall be subject to the approval of Ledyard 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 to be at a depth great enough to allow the installation of building sewers connected to the public sewer to flow by gravity. Single family residences with their first floor above basement level constructed on lots below the level of the sewer will not be able to access the public sewer by gravity. In such instances, the developer or builder will be required to install a grinder pump in each dwelling and provide a low-pressure forced main such that the sewage flow can be connected to the public sewer. The cost of this low-pressure forced main is to be borne by the developer/builder, and the maintenance of the grinder pump will be the responsibility of the homeowner.
- c) In commercial, industrial, or multi-family (two or more units) applications where the same general conditions exist, and where, in the opinion of Ledyard WPCA, it is not possible to construct a gravity building sewer below the level of the first floor above basement level, the developer must include a common low-pressure force main to connect to the public sewer. The cost of this common low-pressure force main is to be borne by the developer, and the subsequent maintenance of the grinder pump will be the responsibility of the building owners.
- 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 Ledyard WPCA, it is deemed necessary. Whenever two (2) or more buildings require a common force sewer main to pump through and up to a gravity main, the common force mail shall be installed by the developer. If this force main runs adjacent to other properties that desire to connect to it at some future date, the developer will be credited with the amount of the assessed benefit. 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) All construction shall be in accordance with the technical specifications as included in "The Town of Ledyard, Water Pollution Control Authority, and Specifications for Sewage Grinder Pump Installation."

### **Responsibility of Ledyard WPCA - No cost to the Contractor/Property Owner**

- a) Provide engineering assistance with planning by meeting on-site with the owner/contractor to determine applicability of these Rules and Regulations and details of installation.
- b) Determine whether building meets the criteria for eligibility with respect to these Rules and Regulations.
- c) Review and approve owner/contractor application for sewer permit and prepare letter estimate for costs billed by Ledyard WPCA to owner.
- d) Issue Building Sewer Permit.
- e) Provide easement form to owner, ready to sign.

- f) Determine the correct pump for outside installation. Inside installation is not permitted.
- g) Supervise necessary pump tests performed by contractor prior to placing unit in service.

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

- a) Make application to Town for building sewer permit, road opening permit.
- b) Make an application to the building inspector for a plumbing permit.
- c) Make payment in advance (deposit) to Ledyard WPCA, who will provide at owner's expense an application for building sewer permit, engineering inspection, and connection to main.
- d) Have easement provided by Town of Ledyard 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.
  - o Backfill around sewage grinder pump after Ledyard WPCA inspects the installation.
  - o Excavate all sewer and electric pipe trenches.
  - o Lay all sewer pipes.
  - o Install all the necessary plumbing.
  - o Install redundant check valve and motor breather tube.
  - 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 Ledyard 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.

**7.24 PRIVATE WATER METER REQUIREMENTS.** Secondary Meter shall mean a meter used to measure the flow of water taken from the 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. With an approved installation of a secondary private water meter, no sewer charges will be billed to a customer for the water usage through the secondary water meter.

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

Upon compliance with the requirements, inspection and approval process outlined herein, Ledyard WPCA will offer the right to sewer charge reduction to qualified customers. This right will only be granted to those customers who meet the plumbing specifications as outlined by the Ledyard WPCA.

**SECTION VIII – WATER**

**8.1 Thawing Frozen Water Services.**

- a. It is the policy of the Ledyard WPCA not to thaw customer-owned frozen water facilities.

b. It will be the responsibility of the customer to have the water service thawed by a plumber at the customer's expense. If it can be satisfactorily demonstrated to the WPCA's service provider that the water service is frozen between the water main and the property line, the service provider will reimburse the property owner's plumber for the expense of thawing only this portion of the service.

## **8.2 Effective Date of Fire Protection Charges.**

When a hydrant owned by Ledyard WPCA is installed and billed to a customer, the effective date of billing shall be the date the hydrant is available for use.

a) For hydrants on existing mains, the effective date shall be when installation is complete, and water is available to the hydrant.

b) The effective date for hydrants on new mains shall be the date Ledyard WPCA completes and approves the sanitization and pressure tests.

c) When an unmetered fire protection service or sprinkler is installed and billed to the customer, the effective billing date shall be the date the WPCA determines that the service is available for use by the customer for its intended purpose.

## **8.3 Installation of Water Mains at Customer Request on Public Streets.**

**Scope:** This Policy covers the installation of water mains by the Ledyard WPCA, if requested, or by others authorized by the WPCA to do so within the public right-of-way, either as accepted or as proposed for acceptance, providing that any proposed street has received approval from the responsible municipal government authority where subdivision regulations and/or requirements for road acceptance are involved. Water mains will not be installed on private property under this Policy unless the infrastructure is constructed for the WPCA water system.

**Application:** All water mains intended to become part of WPCA's water system must first have a written application to the WPCA's service provider. Applications should be in the following format:

a) When two (2) or more customers are on one (1) application, one of the customers will be designated as responsible for all negotiations and billing acceptance.

b) When a business is involved, a duly authorized officer of that business will be designated as the person responsible. No construction will take place until an agreement is authorized by all responsible parties representing the customer(s) and WPCA.

a) **Allocation of Work and Costs:** The WPCA's service provider shall determine, or approve, the size, type, and location of all water mains. The minimum main size shall be 8 inches. Should a pipe be required more than the minimum to serve the projected system requirements that are more than the size required by the customer, the WPCA will be responsible for the added cost of the pipe and fittings subject to the availability of public funds. In order to prevent the installation of water mains designed solely to serve only an individual customer's needs, it will be required that, where no public funds are available, the customer shall be required to install pipe which is consistent with the projected system requirements. The reimbursement shall be made by the WPCA with funds derived from the benefit assessments levied against future customers.

b) Benefit assessments will be derived in accordance with the approved ordinances.

c) Where the work is done by the WPCA's service provider, a deposit prior to construction equal to 100 percent of the estimated costs, or an adequate payment bond, will be required. Any excess of deposit over cost, as invoiced, will be refunded; any deficit will be billed to the customer.

- d) The amount paid by the customer for construction by the WPCA's service provider shall be considered a "Contribution in Aid of Construction", and all rights and title to the water main shall remain with the WPCA with all future maintenance at the expense of the WPCA. Where a water main is installed by a customer under private contract, all rights and title to the main shall be transferred in writing to the WPCA after testing and acceptance of the test by the WPCA's service provider and before any water is allowed to enter the new facilities for customer use.

| Work To Be Done                                                                                                                               | Accepted                | Street   | Proposed                | Street   |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------|-------------------------|----------|
|                                                                                                                                               | By                      | Cost     | By                      | Cost     |
| Review of Customer's request to determine relationship to system requirements, size of facilities to be built, and procedures to be followed. | WPCA's Service Provider | WPCA     | WPCA's Service Provider | WPCA     |
| Design for construction                                                                                                                       | WPCA's Service Provider | Customer | Customer                | Customer |
| Review of Customer Design                                                                                                                     | ---                     | ---      | WPCA's Service Provider | WPCA     |
| Construction to existing mains                                                                                                                | WPCA's Service Provider | Customer | WPCA's Service Provider | Customer |
| Construction                                                                                                                                  | WPCA's Service Provider | Customer | Customer                | Customer |
| Construction Inspection                                                                                                                       | WPCA's Service Provider | Customer | WPCA's Service Provider | Customer |
| Testing                                                                                                                                       | WPCA's Service Provider | Customer | WPCA's Service Provider | Customer |
| Supervision of Testing                                                                                                                        | WPCA's Service Provider | Customer | WPCA's Service Provider | Customer |
| Sanitizing                                                                                                                                    | WPCA's Service Provider | Customer | Customer                | Customer |
| Hydrants, Tees, Branches, Valves -- Where required by agency accepting annual charges                                                         | WPCA's Service Provider | WPCA     | Customer                | Customer |

**Easements:** Although this Policy is not intended to cover water mains on private property, where necessary, connections on easements in subdivisions will be allowed to provide optimum flow characteristics of water mains. Easement documents that are satisfactory to the WPCA must be submitted prior to the construction of any facilities.

**General Requirements:**

- All work shall be done according to Ledyard WPCA specifications, and all testing shall be done in accordance with and meet WPCA's requirements.
- The cost of all work required for disinfection and water analysis shall be at the customer's expense. Water analysis testing should be conducted by either the WPCA or a certified laboratory. All sample collection must be by an accredited operator.

**8.4 Number of Water Meters and Services per Premise.** In general, separate premises (individual owned buildings or residential units) shall be metered separately.

**Separate meters are required for each of the following:**

- a) Each separate residential dwelling.
- b) Each separate commercial building. Contiguous units are considered one building.
- c) Each separate residential or commercial unit in a condominium or apartment building, except as noted in c) below. A separate meter is required for common facilities.

**Master meters are permitted only for the following:**

- a) When a combination of buildings owned or leased and occupied by one customer/ corporation on one contiguous property is used as a place of business. "Contiguous Property" means property not bounded by facilities allowing public access, such as state highways or city streets.
- b) When government and non-residential complexes are metered facilities and extend through contiguous properties.
- c) When an owner of a condominium complex requests in writing, giving sufficient justification, that the separate meter requirement be waived. This waiver applies when due to the physical layout of the existing building or in an apartment building where the installation of separate meters would cause an unreasonable burden on the owner. Billing will be calculated by dividing the total consumption of each meter by the number of units on the meter, applying the rate to the result, adding a "Readiness to Serve" charge equivalent to a standard ¾-inch residential meter for each unit, and rendering one bill equal to the total for all units on the meter. Separate buildings require separate meters.
- d) Master meters are required for wholesale and resale customers.
- e) Master meters are permitted when separate services from a main are required for separate buildings. A condominium building may have one service line with a common header within or outside the building in accordance with the department's Construction Standards. Interconnection of the buildings is not permitted.

**8.5 Water Services: Installation and Maintenance Responsibilities.**

**Control and Supervision.** The Ledyard WPCA will control and supervise the installation, maintenance, or renewal of any water service pipe installed on its system, with ownership in accordance with succeeding sections of this policy.

**Compliance with Ordinances.** Before Ledyard WPCA provides service, the customer shall comply with all applicable ordinances, codes, and requirements of federal, state, or municipal bodies. Customers must provide satisfactory evidence of compliance to the WPCA. Persons, firms, or corporations performing installation work may be required to show proof of compliance with state licensing requirements.

**Inspection.**

- a) All work on facilities serving large industrial or commercial installations that are master metered, located up to and including the meter, shall be done in accordance with WPCA specifications and shall be subject to WPCA inspection, testing, and acceptance before water is provided.
- b) All work on facilities other than large industrial or commercial installations, as covered under subparagraph a of the policy, located from the water main to the building, shall be subject to WPCA inspection, testing, and acceptance before water is provided.
- c) Before backfilling trenches, the customer shall arrange an inspection by Ledyard WPCA at least (two) 2 hours in advance. Any facility backfilled without an inspection, either intentionally, as an expediency, or in error, may be required to be uncovered for inspection. Notice may also be given to the property owner or placed in WPCA and

Town of Ledyard Land Records, resulting in a cloud on the property title and inability to mortgage or resell the property.

- d) Water service will not be turned on or will be discontinued if defects are found in materials or workmanship or if there are non-compliance issues with meeting construction standards until such defects have been remedied to the complete satisfaction of the WPCA. Backflow prevention devices, where required, must be in place.
- e) The property owner or his agent shall bear the cost of inspection required under this policy.

**Changes in Customer's Service Installation.** The customer shall give advance notice to the Ledyard WPCA of any proposed change in the location of the installation of services. No change in the customer's service installation shall be made until notice has been given and permission has been received from Ledyard WPCA. Failure to give notice of such changes shall render the customer liable for any damage to the meters, other apparatus, and equipment caused by the changed installation location.

**Protection of Facilities.** All customers must keep their service pipes, hose pipes, and fixtures in good order and protected from freezing, and they shall be liable for any damage that may result from their failure to do so. (See section 8.1 concerning the responsibility for thawing frozen pipes.)

#### **Responsibility for Installation Work and Costs.**

All Town-owned or non-metered privately-owned mains which are in service will be tapped and service connections made by the WPCA or its contractors. New construction which does not involve tapping in-service facilities may be done by the property owner, providing suitable application and arrangements for future ownership and maintenance have been made with the WPCA.

Metered, privately-owned mains which are in service may be tapped and service connections made by the owner or by the WPCA at the owner's expense.

Excavation for service installations within a public highway may be done by the property owner or the Town, providing that if the property owner does the work, he obtains a road opening permit from either the State of Connecticut or the Town of Ledyard Public Works Department, depending on whether the public highway is under State or Town jurisdiction.

Excavation on private property may be done by the property owner or by the WPCA and/or its contractors.

The laying of the service pipe may be done by the property owner or by the WPCA and/or its contractors.

Property owners will be responsible for the total cost of any installation or renewal of a service from the main to the building. The WPCA will maintain at its expense (but not replace or make any capital improvement to) any service from a Town-owned main to the property line. Ownership will remain with the property owner.

The installation of meter pits may be done by the property owner or by the WPCA at the property owner's expense.

The cost of all work required for disinfection and water analysis shall be at the expense of the customer. Water analysis testing can be performed either by the WPCA's service provider or by a certified laboratory. All sample collection must be by a certified operator.

An authorized agent of the property owner may act in the property owner's place within the scope of this policy.

#### **Locations.**

Water services cannot run parallel to a right-of-way in front of other properties or in a similar manner to being, in effect, an extension of the main. Such construction will meet the Ledyard WPCA requirements for extending water main. Water services may cross intervening lots owned by others, providing that each service to each separate building extends from the building to the water main, serves no other property owned by others, and suitable easement rights are obtained, which include the WPCA's right to provide service.

## **8.6 Installation of Fire Hydrants.**

Application for installation of fire hydrants will go through the Ledyard WPCA.

- a) When a customer or engineer preparing a site plan makes the initial inquiry for a fire hydrant installation, the fire district official with jurisdiction should be included in the planning process. No representations will be made to anyone without the involvement of the fire district official.
- b) The developer or their engineer will provide fire flow estimates, and a drawing prepared in AutoCAD, Geographic Information System (GIS), or electronic format with approximate locations of hydrants. These drawings will require written approval by the fire district official. If the proposal is not approved, the developer or their engineers will prepare a proposal complying with the fire district official's requirements. A detailed estimate outlining the distribution of installation costs shared between Ledyard WPCA and the fire district will be included in the plan.
- c) On existing streets, Ledyard WPCA will provide hydrants at its published rates. A single hydrant installation shall include all materials and labor from the main to the hydrant and its connection. Where a water main is extended to provide hydrant service, only the portion of the piping equivalent to the length of an average hydrant branch will be Ledyard WPCA's financial responsibility.
- d) On existing, accepted streets, Ledyard WPCA will install a hydrant, providing the total cost of the installation does not exceed the typical hydrant installation cost. Where the estimated cost to install the hydrant exceeds the typical hydrant installation cost, the requestor will be responsible for the additional cost. Allowances may be made for unique local conditions, such as the size of the main tapping, pavement, length of hydrant branch, etc.
- e) In new developments, the developer is responsible for the installation of fire hydrants. The title will be transferred to Ledyard WPCA in writing.
- f) The appropriate fire district official will approve all plans for water service on private commercial property. No approval to any agency (Building Inspector, Planning Department, Engineer, etc.) shall be given or implied except in writing from Ledyard WPCA.
- g) Unmetered hydrants owned by a property owner will not be permitted. Title to all such hydrants shall be transferred to Ledyard WPCA and placed on a standard hydrant billing basis. System hydrants, those that are located and installed by Ledyard WPCA as part of the water distribution system rather than because of a request for firefighting hydrants service, will not be subject to hydrant billing. Fire districts will be allowed to use system hydrants but with no obligation on the part of Ledyard WPCA and at no cost to the fire district.

## **8.7 Application for Water Service Pipe Construction.**

**Scope:** An application for service will be required for the installation of any water service pipe, whether for domestic use or fire protection. This policy will also cover customer-owned mains on private property but exclude those on proposed streets. This provision requires whether the service pipe will be turned over to Ledyard WPCA for maintenance. This regulation will not cover the installation of fire hydrants.

### **Water Service / Water Main Definition:**

- a. Any water pipe serving two or more buildings or one building with two or more separate service branches, such as a shopping center or condominium, is considered a water main.

- b. Any water main serving only one property shall be considered a private water main, and the title shall remain in the property owner's name.
- c. Any water main serving two or more properties under separate ownership will be considered a public water main, and Ledyard WPCA may require the transfer of ownership, with all future maintenance being performed by the WPCA.

#### **Applications:**

- a. The customer shall completely fill out and sign an “Application for Water Service Pipe”, available from the WPCA’s service provider, for any permanent installation of any new water service pipe or for the renewal of an existing water service pipe in our franchised service area.
- b. Completed applications shall be submitted to the service provider’s Project Management Office for engineering orders and construction work orders required to initiate the work to be prepared.
- c. The “Application for Water Service Pipe construction” should not be confused with the “Application for Service”, which is a separate application for service that establishes responsibility for charges for water used. This application is made at the service provider’s Customer Service Center.

**Service Information from Ledyard WPCA.** Upon receipt of an application from a prospective customer setting forth the location of the premises served, the extent of service that is required, and other pertinent information, Ledyard WPCA will review the application, prepare a proposal for providing the service, together with a written estimate of cost, and submit it to the applicant in writing. Verbal estimates are not given.

**Security Deposits.** The Ledyard WPCA may require a security deposit equal to the estimated cost of any work to be done. The payment is made in advance. The deposit will be applied to the bill when the final cost is known. If the security deposit is insufficient, the difference will be billed. The excess will be refunded if the security deposit exceeds the actual costs.

**Separate Applications.** A separate application must be made for each separately owned, metered service, each fire sprinkler service, if not in combination with a metered service, and each unmetered private main. Water supplied to separately metered buildings in a complex of buildings on one privately owned property will also require a separate application.

**Availability of Existing Mains.** Applications for service connections will be accepted subject to existing mains in rights-of-way abutting the premises served. Ledyard WPCA is not obligated to extend water mains to serve the premises.

**Adequacy of Existing Pipe.** Upon receipt of an application for a new service installation, a service installation renewal, or restoration of a supply to an existing service, Ledyard WPCA will assume that the piping and fixtures the service will supply are in proper order. The WPCA will not be liable for any accident, break, leakage, or damage to the owner’s premises or property resulting from a failure of said piping or fixtures.

**Changes in Existing Services.** Any changes in the location of existing meters or services must first be approved by Ledyard WPCA, and if approved, they shall be made only at the owner's expense.

**Scheduling Work.** Due to workloads and scheduling requirements, Ledyard WPCA requests that deposits be made as soon as possible. It is recommended that deposits are made no later than one (1) week before the construction date.



## **8.8 Water Main and Service Definitions and Maintenance Responsibilities**

**Water Main.** Any water pipe serving two (2) or more buildings or one (1) building with two (2) or more separate service branches (such as a shopping center or condominium) is considered a water main.

**Public Water Main.** Any water main in the public right-of-way, whether the title has been transferred or not, or any water main on public or private property whose title has been transferred to Ledyard WPCA. Water mains installed at Ledyard WPCA's expense will be considered public, which the Ledyard WPCA will maintain. A public water main includes older water mains that were installed by developers in new streets. It was customary for Ledyard WPCA to assume ownership.

**Private Water Main.** Any water main on private property serving only one (1) property is considered a private water main. The title and maintenance responsibility for all water pipes on private property will remain in the property owner's name. Ledyard WPCA will maintain water pipes within the public right-of-way by this service policy. Any water main on private property that serves two (2) or more separate properties but whose title has not been transferred to Ledyard WPCA will be considered a private water main. The cost of maintenance is billed to the original property owner who installed the water main, or the current property owner of record as indicated by the Town of Ledyard Land Records. Ownership of the pipe goes with ownership of the land on which it is located.

**Water Service.** Branch piping connecting the building to the water main.

**Public Utility Regulatory Authority (PURA) Water Service.** For purposes of reporting to PURA, "services" will refer to pipes serving private property, i.e., pipes connecting to a public water main. Private water mains connecting to a public water main with services off private water mains are also considered part of the "service" and not counted separately.

## **8.9 Ownership of Water Mains.**

Water mains installed within the limits of a Proposed Public Highway, such as an approved subdivision, by persons other than Ledyard WPCA shall have their ownership transferred to Ledyard WPCA by a Water Main Extension Agreement entered into by, and signed by, the owner and a representative of Ledyard WPCA before the construction, with the effective date of acceptance by Ledyard WPCA and ownership transfer being the date that the agreement is recorded in the Land Records of the Town of Ledyard.

Water mains installed within the limits of an Existing Public Highway by Ledyard WPCA or its assignees as an extension of its system at the request of a second party paying for the extension will remain the property of Ledyard WPCA by a Water Main Extension Agreement entered into by, and signed by, The Second Party and a representative of Ledyard WPCA before construction, with the effective date of ownership rights vested in Ledyard WPCA being the date of signing of the Agreement by both parties.

Water mains installed within the limits of a Private Right-of-Way by people other than Ledyard WPCA, such as tie lines across private property, may be considered for acceptance by Ledyard WPCA. These mains may become a public water main if, in the opinion of Ledyard WPCA, there is sufficient justification to include the main as a system improvement. Consideration will be given to factors such as:

- a) Flow characteristics of the water main.
- b) The contribution to the water system in support of customers.
- c) Fire protection.
- d) Location on and accessibility in the right-of-way.
- e) Conformance to WPCA's construction standards; and

f) The absence of water contaminating factors including backflow potential.

The transfer of ownership will be by virtue of a Water Main Extension Agreement covering the development or by a separate transfer of facilities document. The Director of Public Works and the Chairman of the WPCA, or their assignees, shall approve the transfer.

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## 8.10 Multiple Service Connections to Private Water Mains.

- a. No water service will be connected to a water main, or water service owned and controlled by a second party, including lessees or separate property owners, except in condominiums where the main is owned by an Association composed of all owners of units in the complex.
- b. Ledyard WPCA cannot maintain a safe and adequate water supply and may have no legal right to use the pipes to deliver water to a customer when a second party controls the pipes.
- c. Privately owned water mains serving two or more separately owned properties are prohibited.

## 8.11 Cross Connection and Backflow Prevention Program

The purpose of the Cross Connection and Backflow Prevention Program is to:

- a) Protect the public potable water supply served by the Ledyard WPCA from contamination or pollution by isolating, within its customers' internal distribution system, contaminants or pollutants that could backflow or back-siphon into the public water system.
- b) Promote the elimination or control of existing cross connections, existing or potential, between its customers' in-plant potable water systems and non-potable systems; and
- c) Provide for the maintenance of a continuing program of cross-connection control, which will effectively prevent the contamination or pollution of all potable water systems by cross-connection.

**Authority.** The Federal Safe Drinking Water Act of 1974 was amended, and the Regulations of Connecticut State Agencies (RCSA) as pertain to the Public Health Code, which states the water purveyor has the primary responsibility for preventing water from unapproved sources or any other substances, from entering the public potable water system.

**Responsibility.** The WPCA is responsible for protecting the public potable water distribution system from contamination or pollution due to the backflow or back siphonage of contaminants or pollutants through the water service connection. If, in the judgment of the WPCA, an approved backflow device is required at WPCA's water service connection to any customer's premises, the WPCA or its service provider shall give notice in writing to said customer to install an approved backflow prevention device at each service connection to the premise. Within ninety (90) days, the customer shall install such approved devices or devices at their own expense. Failure, refusal, or inability on the part of the customer to install said device or devices within ninety (90) days shall constitute grounds for discontinuing water service to the premises until such device or devices have been properly installed.

The Owner shall allow his property to be inspected for possible cross-connections and shall follow the provisions of the Department's program and the Commission's Regulations if a cross-connection is permitted.

- a) If the Department requires that the public supply be protected by containment, the Owner shall be responsible for water quality beyond the outlet end of the containment device and should utilize fixture outlet protection for that purpose.
- b) The Owner shall utilize personnel of the WPCA's service provider to assist in the survey of his facilities and to assist in the selection of proper fixture outlet devices and the proper installation of these devices.

### Definitions.

**Approved.** Accepted by the WPCA as meeting an applicable specification stated or cited in policy or as suitable for the proposed use.

**Auxiliary Water Supply.** Any water supply, on or available, to the premises other than the purveyor's approved public potable water supply.

**Backflow.** The flow of water or other liquids, mixtures, or substances under positive or reduced pressure in the distribution pipes of a potable water supply from any source other than its intended source.

**Backflow Preventer.** A device or means designed to prevent backflow or back siphonage. Most categorized as an air gap, reduced pressure principal device, double check valve assembly, pressure vacuum breaker, spill resistant vacuum breaker, atmospheric vacuum breaker, breaker, residential dual check, double check with intermediate atmospheric vent, hose bibb vacuum breaker, and barometric loop.

- **Air Gap.** A physical separation sufficient to prevent backflow between the free-flowing discharge end of the potable water system and any other system. Physically defined as a distance equal to twice the diameter of the supply side pipe diameter but never less than one (1) inch.
- **Atmospheric Vacuum Breaker.** A device which prevents back siphonage by creating an atmospheric vent when there is either a negative pressure or sub atmospheric pressure in a water system.
- **Barometric Loop.** A fabricated piping arrangement rising at least thirty-five (35) feet at its topmost point above the highest fixture it supplies. It is utilized in water supply systems to protect against back siphonage.
- **Double Check Valve Assembly.** An assembly of two (2) independently operating spring-loaded check valves with tightly closing shut off valves on each side of the check valves, plus properly located test cocks for the testing of each check valve.
- **Double Check Valve with Intermediate Atmospheric Vent.** A device having two (2) spring loaded check valves separated by an atmospheric vent chamber.
- **Hose Bibb Vacuum Breaker.** A device which is permanently attached to a hose bibb, and which acts as an atmospheric vacuum breaker.
- **Pressure Vacuum Breaker, Spill Resistant Vacuum Breaker.** A device containing one or two independently operated spring-loaded check valves and an independently operated spring-loaded air inlet valve located on the discharge side of the check or checks. Device includes tightly closing shut-off valves on each side of the check valves and properly located test cocks for the testing of the check valve(s).
- **Reduced Pressure Principal Backflow Preventer.** An assembly consisting of two (2) independently operating approved check valves with an automatically operating differential relief valve located between the two (2) check valves, tightly closing shut-off valves on each side of the check valves plus properly located test cocks for the testing of the check valves and the relief valve.
- **Residential Dual Check.** An assembly of two (2) spring loaded, independently operating check valves without tightly closing shut-off valves and test cocks. Generally employed immediately downstream of the water meter to act as a containment device.

**Back pressure.** A condition in which the owner's system pressure is greater than the suppliers' system pressure.

**Back siphonage.** The flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by the sudden reduction of pressure in the potable water supply system.

**Commission.** The State of Connecticut, Department of Public Health; 34 – Cross-Connection Control Manual

**Containment.** A method of backflow prevention which requires a backflow prevention preventer at the water service entrance.

**Contaminant.** Any physical, chemical, biological, or radiological foreign substance that tends to degrade water quality so as to constitute a hazard or to impair its usefulness.

**Cross-Connection.** Any actual or potential connection between the public water supply and a source of contamination or pollution.

**Department.** Ledyard WPCA

**Fixture Isolation.** A method of backflow prevention in which a backflow preventer is located to correct a cross connection at an in-plant location rather than at a water service entrance.

**Owner.** Any person who has legal title to, or license to operate or habitat in, a property upon which a cross-connection inspection is to be made or upon which a cross-connection is present.

**Person.** Any individual, partnership, company, public or private corporation, political subdivision or agency of the State, agency or instrumentality of the United States, or any other legal entity.

**Permit.** A document issued by the Department that allows the use of a backflow preventer.

**Pollutant.** A foreign substance that if permitted to get into the public water system will degrade its quality to constitute a moderate hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health, but which does adversely and unreasonably affect such water for domestic use.

**Water Service Entrance.** That point is in the owner's water system beyond the sanitary control of the Department; generally considered to be the outlet at the end of the water meter and always before any unprotected branch.

**Director of Utilities.** The Director, or designated representative in charge of the Water Department of Ledyard WPCA's service provider, is empowered with authority and responsibility for the implementation of a cross-connection control program and for the enforcement of the provisions of this Policy.

**Administration.** The WPCA will operate a cross-connection control program, including the keeping of necessary records, which fulfills the requirements of the Commission's Cross-Connection Regulations and is approved by the Commission.

**Department (WPCA) Requirements:**

- a) On new installations, the Department will provide onsite evaluation and/or inspection of plans to determine the type of backflow preventer, if any, that will be required and will issue the permit and perform inspection and testing services as required with the cost of any testing to be the responsibility of the Owner.
- b) For premises existing prior to the approval of this program, the Department will perform evaluations and inspections of plans and/or premises and inform the Owner by letter of any corrective action deemed necessary, the method of achieving the correction, and the time allowed for the correction to be made. Ordinarily, ninety (90) days will be allowed; however, this time period may be shortened depending upon the degree of hazard involved and the history of the device(s) in question.
- c) The Department will not allow any cross-connection to remain unless it is protected by an approved backflow preventer, which will be regularly tested to ensure satisfactory operation.
- d) The Department shall inform the Owner by letter of any failure to comply by the time of the first re-inspection. The Department will allow an additional fifteen (15) days for the correction. In the event the Owner fails to comply with the necessary correction by the time of the second re-inspection, the Department will inform the Owner by letter that the water service to the Owner's premises will be terminated within a period not to exceed five (5) days. If the Owner informs the Department of extenuating circumstances as to why the correction has not been made, a time extension may be granted by the Department but in no case will exceed an additional thirty (30) days.
- e) If the Department determines at any time that a serious threat to public health exists, the water service will be terminated immediately.
- f) The Department shall have on file a list of Private Contractors who are certified backflow device testers. All charges for these tests will be paid by the Owner of the building or property.
  - 1.) The Department will begin initial premise inspections to determine the nature of existing or potential hazards following the approval of this program by the Commission during the calendar year. Initial focus will be on high hazard industries and commercial premises. The WPCA will operate a continuing premise inspection program to determine the nature of existing or potential hazards during the calendar year.
- g)

**Owner Requirements:**

- a) The Owner shall be responsible for the elimination or protection of all cross-connections on his premises.

- b) The Owner, after having been informed by a letter from the Department, shall at his expense, install, maintain, and test, or have tested, all backflow preventers on his premises.
- c) The Owner shall correct any malfunction of the backflow preventer that is revealed by periodic testing.
- d) The Owner shall inform the Department of any proposed or modified cross-connections and any existing cross connections of which the Owner is aware but has not been found by the Department.
- e) The Owner shall not install a bypass around any backflow preventer unless there is a backflow preventer of the same type on the bypass. Owners who cannot shut down operations for testing of the device(s) must supply additional devices necessary to allow testing to take place during the normal working hours.
- f) The Owner shall install backflow preventers in a manner approved by the Department
- g) The Owner shall install only backflow preventers approved by the Department or the Commission.
- h) Any Owner having a private well or other private water source shall be required to install a backflow preventer at the service entrance if a private water source is maintained, even if it is not cross-connected to the Department's system.
- i) Plumbing installed by the Owner to provide potable water for domestic purposes which backflow preventer is on the street side must have its own backflow preventer installed.
- j) The Owner shall be responsible for the payment of all fees for permits, annual device testing, retesting in case that the device fails to operate correctly, and second re-inspections for non-compliance with Department or Commission requirements.

**Degree of Hazard.** The Department recognizes the threat to the public water system arising from cross-connections. All threats will be classified by degree of hazard and will require the installation of approved reduced pressure principal backflow prevention devices or double check valves.

**Cross Connections.** The Department shall not permit a cross-connection within the public water supply system.

**Existing In-Use Backflow Prevention Devices.** Any existing backflow preventer shall be allowed by the Department to continue in service unless the degree of hazard is such as to supersede the effectiveness of the present backflow preventer or result in an unreasonable risk to the public health. Where the degree of hazard has increased, as in the case of a residential installation converting to a business establishment, any existing backflow preventer must be upgraded to a reduced pressure principle device, or a reduced pressure principle device must be installed in the event that no backflow device was present.

**Periodic Testing.** Reduced pressure principle backflow devices shall be tested and inspected at least annually. If an Owner has an operational well on the premises, it must be inspected at least every five years to ensure that there is an air gap between the well piping and the potable water service provided by the WPCA.

- a) Periodic testing shall be performed by the Department's certified tester or his delegated representative. This testing will be done at the owner's expense.
- b) The testing shall be conducted during the Department's regular business hours. When at the request of the owner, exceptions to this may require additional charges to cover the increased costs to the Department.
- c) Any backflow preventer that fails during a periodic test will be repaired or replaced. When repairs are necessary, the device will be re-tested at the owners' expense upon completion of repairs to insure correct operation. High hazard situations will not be allowed to continue unprotected if the backflow preventer fails the test and cannot be repaired immediately. In other situations, a compliance date of not more than fifteen (15) days after the test date will be established. The owner is responsible for spare parts, repair tools, or a replacement device. Parallel installation of

two (2) devices is an effective means of insuring uninterrupted water service during testing or repair of devices and is strongly recommended when the owner desires such continuity.

- d) Backflow prevention devices will be tested more frequently than specified above in cases where there is a history of test failures and the Department feels that due to the degree of hazard involved, additional testing is warranted. Cost of the additional tests will be borne by the owner.

**Records.** The Department will initiate and maintain the following:

- a) Master files on customer cross-connections and backflow prevention devices.
- b) Master files on cross-connection tests and/or inspections.
- c) Copies of permits and permit applications.
- d) Copies of lists and summaries supplied to the Commission.

**Reports.** The Department will submit the following to the Commission:

- a) Initial listing of low hazard cross-connections to the State.
- b) Initial listing of high hazard cross-connections to the State.
- c) Annual update lists of items 1 and 2 above.
- d) Annual summary of cross-connections inspections to the State.

**Fees and Charges.** Ledyard WPCA will publish a list of fees or charges for the following services:

- a) Annual Testing fees
- b) Re-testing fees
- c) Fee for re-inspection
- d) Charges for after-hours inspections or tests.

**Addendum.**

**Residential dual check device** - Effective the date of approval by the Town of Ledyard WPCA Commission of this Cross-Connection and Backflow Prevention Program for Ledyard WPCA, all new residential buildings will be required to install a residential dual check device immediately downstream of the water meter.

- a) Installation of this residential dual check device on a retrofit basis on existing service lines will be instituted at a time and at a potential cost to the homeowner as deemed necessary by the Department.
- b) The owner must be aware that installation of a residential dual check valve results in a potential closed plumbing system within his residence. As such, provisions may have to be made by the owner to provide for thermal expansion within his closed loop system, i.e. the installation of thermal expansion devices and/or pressure relief valves.

**Strainers.** The Department strongly recommends that all new retrofit installations of reduced pressure principle devices and double check valve backflow preventers include the installation of strainers located immediately upstream of the backflow device. The installation of strainer will preclude the fouling of backflow devices due to both foreseen and unforeseen circumstances occurring to the water supply system such as water main repairs, water main breaks, fires, periodic cleaning and flushing of mains, etc. The occurrences may “stir up” debris within the water main that will cause fouling of backflow devices installed without the benefit of strainers.

## **8.12 Swimming Pool Filling**

In the past, Ledyard Water Pollution Control Authority (WPCA) customers could apply for and receive an adjustment for the cost of water used to fill a swimming pool one time each year.

Ledyard now purchases 100% of its water from the City of Groton as a result of recent upgrades to Ledyard's infrastructure including the Route 12 and Route 117 water mains. All water used by Ledyard is sourced from Groton as part of a long-term regional interconnection strategy for the preservation of sustainable water sources.

Since Ledyard pays the cost of treating and pumping all water purchased from Groton, the past practice of providing discounts for large quantities of water used to fill swimming pools cannot be continued. Any and all requests for adjustments (rate reductions or credits) for water used to fill swimming pools will not be accepted. This practice would unfairly shift the cost of swimming pool water to other WPCA rate payers.

However, any Ledyard WPCA customer that has sewer service can avoid having the sewer fee applied to the water used for swimming pool filling by obtaining a meter from Groton Utilities (GU) and measuring the actual volume of water used. The meter is to be promptly returned to GU in order to have the sewer fee waived for the pool water.

Alternate sources of commercially available water for such purposes include local bulk pool water supply companies. As always, Ledyard water customers have the option of purchasing water in bulk from these companies.

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