

Office of the Mayor
Tony T. Yarber, Mayor



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February 27, 2015

Chief, Environmental Enforcement Section
Environment and National Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-1-1-09841

Brad Ammons
Environmental Engineer
Clean Water Enforcement Branch
Municipal & Industrial Enforcement Section
U.S. EPA Region 4
61 Forsyth St., SW
Atlanta, GA 30303

Karl Fingerhood
Environmental Enforcement Section
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611

RE: City of Jackson, Mississippi, EPA Consent Decree
CMOM Programs

Dear Gentlemen:

Attached please find the following CMOM Programs required by the Consent Decree and being proposed by the City of Jackson for your review, comment, and approval:

- 1) **Inter-jurisdictional Agreement Program;**
- 2) Fats, Oils, and Grease (FOG) Control Program;
- 3) Private Lateral Program; and
- 4) Water Quality Monitoring Program.

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 evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering such 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 knowing violations.

Sincerely,

Tony T. Yarber
Mayor

2015 MAR 04 10:12 CWEL

cc: Les Herrington, P.E., Mississippi Department of Environmental Quality
Gus McCoy, Chief Administrative Officer
Monica Joiner, City Attorney
Kishia L. Powell, P.E., Director, Department of Public Works
Mary D. Carter, Deputy Director of Public Works
Terry Williamson, Consent Decree Manager
Public Depository, Eudora Welty Public Library

Inter-Jurisdictional Agreement Program



Department of Public Works Wastewater Infrastructure Redevelopment Program

February 28, 2015

City of Jackson
Wastewater Infrastructure Redevelopment
Program

Inter-Jurisdictional Agreement Program

February 28, 2015

Prepared for:

City of Jackson
Department of Public Works
P.O. Box 17
Jackson, MS 39205-0017

Prepared by:

WEI/AJA LLC
143A LeFleurs Square
Jackson, MS 39211

City of Jackson, Mississippi

Inter-Jurisdictional Agreement Program

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering such 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 knowing violations.





Tony T. Yarber
Mayor



2-27-15

Date



Kishia L. Powell
Director of Public Works



2-27-15

Date

Inter-Jurisdictional Agreement Program

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1.0 Introduction

1.1 Purpose

On April 24, 2013, the City of Jackson (City) entered into a Consent Decree with the United States Environmental Protection Agency and the State of Mississippi, in the case styled United States of America and the State of Mississippi v. City of Jackson, Mississippi. The City of Jackson has prepared an updated Inter-Jurisdictional Agreement Program for review and approval by the United States Environmental Protection Agency (EPA) and the Mississippi Department of Environmental Quality (MDEQ), pursuant to Paragraph 35 of the Consent Decree. The purpose of this Inter-Jurisdictional Agreement Program is to establish minimum provisions and general guidelines for the City when entering into new agreements that cover the collection, conveyance, and treatment of wastewater by the City from the City's regional customers/municipal satellite sewer systems. This document includes the City's proposed template for new Inter-Jurisdictional Agreements.

1.2 Objective

The objective of this Inter-Jurisdictional Agreement Program is to manage the City's collection system and wastewater treatment capacity through the proper management and enforcement of agreements with satellite sewer systems for the collection, conveyance, and treatment of wastewater.

1.3 Authority

The City's legal authority for the development and implementation of this Inter-Jurisdictional Agreement Program is derived from the following federal, state and local laws, ordinances and regulations:

- The Clean Water Act, 33 U.S.C. § 1251, et. seq., as amended;
- National Pollutant Discharge Elimination System (NPDES) Permit Number
- Mississippi Department of Environmental Quality;
- The Consent Decree; and
- City of Jackson Sewer Use Ordinance, City Code Article II, Division I, Section 122-76-83.

1.4 Existing Inter-Jurisdictional Agreements

The City of Jackson has in place existing inter-jurisdictional agreements covering the collection, conveyance, and treatment of wastewater from all municipal satellite systems that discharge wastewater to the City of Jackson for conveyance and/or treatment. At present Jackson has four inter-jurisdictional agreements for transportation and/or treatment with adjacent wastewater collection entities. The existing inter-jurisdictional agreements are listed on **Table 2-1**.

City of Jackson		
Existing Inter-Jurisdictional Agreements		
	Regional Customer	Date of Execution
1	East Madison County	9/13/1983
2	Forest Woods Utility Co.	2/5/2000
3	Ridgeland - West	11/20/2008
4	West Rankin Utility Authority	12/18/2002

All of these customers convey wastewater through the City of Jackson collection system except for West Rankin Utility Authority. WRUA discharges wastewater generated in west Rankin County directly to the Savanna Wastewater Treatment Plant. The Savanna plant treats all of the wastewater from these customers except for Forest Woods Utility Co. Forest Woods wastewater is treated at the Trahon Wastewater Treatment Plant in south Jackson.

None of the existing inter-jurisdictional agreements contain expiration dates. If a new agreement is entered in to with these customers, or with any new municipal satellite customers, the agreement will contain the terms included in the Inter-Jurisdictional Agreement adopted by the City of Jackson.

2.0 Agreement Template

The City has developed a draft Inter-Jurisdictional Agreement template for use in developing, negotiating, and enforcing agreements with neighboring utilities that discharge wastewater into the City's wastewater collection and transportation system or to the treatment plant directly. This template contains the basic provisions required by Jackson for conveying and treating wastewater from satellite communities, and will serve as the starting point for negotiating final agreements with each regional customer.

2.1 Minimum Provisions

The Inter-Jurisdictional Agreement Template has been developed pursuant to the terms and conditions of the Consent Decree. Each of these Consent Decree requirements and the associated Template reference that pertains to these provisions are described below.

Flow Limitations

Contracting parties will comply with flow limitations designed to ensure adequate capacity within Jackson's wastewater collection and transportation system (WCTS). Paragraph 3.2.1 of the Inter-Jurisdictional Agreement template specifies the average dry weather and maximum wet weather wastewater flow rates allowed by the contracting party. Additionally, contracting parties will be required to properly manage, operate, and maintain their wastewater collection and conveyance systems to minimize peak flows discharged to the City's WCTS, and to take required steps to reduce excessive infiltration and inflow (I/I). This requirement is set forth in Section 2.3.2 of the Agreement.

Management of FOG

Section 2.3.3 of the Inter-Jurisdictional Agreement Template delineates provisions required by the contracting party to avoid discharging excessive or harmful FOG to the Jackson WCTS, and to take required steps to control FOG within their collection system.

Regulation of Customer Satellite Systems

Section 5.3 of the Inter-Jurisdictional Agreement Template requires contracting parties to regulate users and other municipal satellite systems that discharge to the customer's system. The contracting parties are required to enforce terms for these outlying systems substantially equivalent to the City of Jackson Inter-Jurisdictional Agreement Template.

2.2 Agreement Term, Modification, and Enforcement Provisions

The Consent Decree requires that the Inter-Jurisdictional Agreement Template include provisions addressing the term or life of agreements between the City and contracting parties, including the following:

- Mechanisms for appropriate modification of the agreements; and

- Mechanisms for enforcement of the agreements.

Implementation of each of these mechanisms is addressed in the Inter-Jurisdictional Agreement Template.

Paragraph 2(a) of the Inter-Jurisdictional Agreement Template establishes a fixed term for the duration of the Agreement of 10 years. The Template also includes provisions for terminating service to a contracting party that does not correct violations of the Agreement within 30 days, or pay stipulated penalties within 60 days.

Additionally, in Paragraph 4.3.2, the Template includes provisions requiring contracting parties to terminate service to any user or outlying municipal satellite system that does not pay the billings required in the Agreement.

2.3 Legal Support

Section 2.9 of the Inter-Jurisdictional Agreement Template requires that contracting parties adopt a comprehensive sewer use ordinance that is consistent with ordinances and other regulatory measures adopted by the City of Jackson in its sewer use ordinance.

Enforcement of Inter-Jurisdictional Agreements is part of the assigned duties of staff in the City of Jackson Legal Department. The City's Legal Department has adequate personnel and resources on hand to fully enforce the terms of the Agreements.

The draft Inter-Jurisdictional Agreement Template is provided in **Appendix A**.

Appendix A

INTER-JURISDICTIONAL AGREEMENT
BETWEEN
CITY OF JACKSON, MISSISSIPPI
AND
[INSERT ENTITY NAME]

**INTER-JURISDICTIONAL AGREEMENT
BETWEEN
CITY OF JACKSON, MISSISSIPPI
AND
[INSERT ENTITY NAME]**

THIS INTER-JURISDICTIONAL AGREEMENT (“Agreement”) entered into between the City of Jackson, Mississippi, a municipal corporation located in Hinds County, Mississippi, organized and existing under the laws of the State of Mississippi (hereinafter referred to as "Jackson" or the (“City”), and [INSERT ENTITY NAME], a municipal corporation, located in [INSERT COUNTY NAME] County, Mississippi, organized and existing under the laws of the State of Mississippi hereinafter referred to as ("Contracting Party"). Jackson and Contracting Party are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

WHEREAS, the City of Jackson operates the Savanna Wastewater Treatment Plant (“WWTP”), a “treatment works” of sufficient size and capacity to serve as an area wide wastewater treatment works for portions of Rankin, and Madison Counties; and the Trahon WWTP, a treatment works of sufficient size and capacity to serve as an area wide wastewater treatment works for portions of southern Hinds County; and

WHEREAS, pursuant to the Metropolitan Area Waste Disposal Act of 1975, appearing as Sections 21-27-161 through 21-27-191 of the Mississippi Code Annotated of 1972, as amended (“ACT”), the City of Jackson, Mississippi is desirous heretofore to contract for the collection, transmission and treatment of Wastewater (as hereinafter defined) at City’s Savanna and Trahon Wastewater Treatment Facilities; and

WHEREAS, pursuant to the National Pollutant Discharge Elimination System (“NPDES”) permit for the treatment works all wastewater and extraneous waters from all sources entering the wastewater collection and transportation system or “WCTS” from inside or outside its boundaries are required to be treated and discharged through permitted point sources; and

WHEREAS, Jackson entered into a consent decree with the United States and the State of Mississippi, in the case styled *United States of America et. al. v. City of Jackson*, No. 3:12-cv-790 TSL-MTP, which became effective March 1, 2013 (“Consent Decree”); and

[INCLUDE THE FOLLOWING FOR EXISTING CUSTOMERS] WHEREAS, the Parties have recognized that because of the Consent Decree and changes in federal or state law and regulations relating to the environment and to the operation of WCTS and treatment works, it is necessary to revise the previous agreement with this Agreement; and

WHEREAS, Jackson and Contracting Party had previously entered into an agreement on [INSERT DATE], which governed the treatment and disposal of wastewater by Jackson from Contracting Party; and it is necessary to replace the previous agreement with this Agreement, and;

[INCLUDE THE FOLLOWING FOR NEW CUSTOMERS] WHEREAS, the Parties have recognized that the City of Jackson can provide wastewater collection and treatment services to the Contracting Party; and Contracting Party desires to convey wastewater to the City of Jackson for treatment; and;

WHEREAS, by virtue of the authority of the laws of Mississippi, Jackson and Contracting Party are authorized to enter into such an agreement: and Pledge

NOW, THEREFORE, IN CONSIDERATION of the premises and mutual undertakings as herein after set forth, it is mutually agreed by and between Jackson and Contracting Party, each acting by and through its duly authorized officials, and pursuant to resolutions duly, legally, and properly adopted, all as the same appear of record on the official minutes of _____, Resolution No. _____, and of _____ as Resolution No. _____ to wit;

1. Purpose.

Contracting Party is authorized pursuant to the terms and conditions of this Agreement to discharge wastewater into the Jackson WCTS for treatment and disposal. Jackson shall be responsible for the conveyance of Contracting Party wastewater from the Contracting Party WCTS to Jackson treatment works and shall be responsible for appropriate treatment and disposal of such wastewater.

2. Term and Required Modifications.

- a) Term: This Agreement shall become effective on the date signed by both Parties (“Effective Date”), and shall remain in effect for a period of ten (10) calendar years.
- b) Reopener: The Parties recognize that from time to time there may be changes in federal or state law and regulations relating to the environment and to the operation of sewer systems and treatment works that necessitate the modification of this Agreement. Either Party may petition the other Party by sending a request for modification in writing. The Parties agree to fully cooperate and take all reasonable measures to modify this Agreement as shall be required under such circumstances. If there is a disagreement regarding the terms of such proposed modification, such disagreement shall be subject to the dispute resolution procedures set forth herein.

ARTICLE I
DEFINITIONS

Terms used in this Agreement that are defined in the Clean Water Act (CWA) or in regulations promulgated pursuant to the CWA shall have the meanings assigned to them in the CWA, 33 U.S.C. §§ 1251 et seq., and regulations promulgated under the CWA, unless otherwise provided in this Agreement. Whenever the terms set forth below are used in this Agreement, the following specific definitions shall apply:

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

b) *Capacity, Management, Operation, and Maintenance or “CMOM” Program* means flexible program of accepted industry practices to properly manage, operate, and maintain sanitary wastewater collection, transmission, and treatment systems; to investigate capacity constrained areas of these system; and to respond to sanitary sewer overflow (“SSO”) events.

c) *Department of Justice or “DOJ”* means the United States Department of Justice and any of its successor departments or agencies.

d) *Environmental Protection Agency or “EPA”* means the United States Environmental Protection Agency, an agency of the United States, or where appropriate the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

e) *Mississippi Department of Environmental Quality or “MDEQ”* means the Environmental Protection Division of the State of Mississippi as defined by MS. Code Annotated of 1972 which regulates the operation of sewer systems and activities that alter the waters of the State of Mississippi including any successor agency having such responsibility.

f) *Infiltration, as defined by 40 C.F.R. § 35.2005(b)(20)*, means water other than wastewater that enters the sewer system including sewer service connections and foundation drains from the ground through such means as defective pipes, pipe joints, connections and manholes.

g) *Inflow, as defined by 40 C.F.R. § 35.2005(b)(21)*, means water that enters the sewer system (including service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs, swampy areas, manhole covers , cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm water, surface run off, street wash waters, and drainage.

h) *Inflow Infiltration or “I/I”* means the total quantity of water from inflow and infiltration. Excessive I/I is defined by 40 C.F.R. § 35.2005(b)(16).

i) *Interference* means a discharge which, alone or in conjunction with a discharge(s) from other sources, both inhibits or disrupts the publically owned treatment works (“POTW”), its treatment process or operations, or its sludge processes, use or disposal, and therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued there under (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (“SWDA”) (including Title 11, more commonly referred to as the Resource Conservation and Recovery Act (“RCRA”), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act. See 40 C.F.R. §403.3(i). Additionally, excessive I/I that causes or contributes to SSOs and discharge violations at the POTW shall be considered as causes of interference.

j) *Local Pretreatment Standards* means any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on an industrial user.

k) *National Pollutant Discharge Elimination System Permit or “NPDES” Permit* means NPDES permit number issued to Jackson pursuant to Section 402 of the Clean Water Act, 33 U.S.C. §1342, for the Savanna

Street WWTP (NPDES Permit No. MS0024295), Trahon/Big Creek WWTP (NPDES Permit No. MS0044059), and the Presidential Hill WWTP (NPDES Permit No. MS0030295) and any such future extended, modified, or reissued permits.

l) *Publicly Owned Treatment Works or "POTW"* shall mean a treatment works as defined by Section 212 of the Act, (33 U.S.C. 1292) and includes any sewers that convey wastewater to such a treatment works, and any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or liquid industrial waste but does not include pipes, sewers or other conveyances not connected to a facility providing treatment.

m) *Wastewater Collection and Transportation System or "WCTS"* means the wastewater collection and transportation systems including all pipes, force mains, gravity collection and interceptor sewer lines, lift stations, pump stations, manholes, and other appurtenances thereto that are designed to collect and convey wastewater to and from the user interconnection points.

ARTICLE II **TERMS OF AGREEMENT**

Section 2.1 Rejection of Wastewater

Jackson reserves the right to reject any wastewater from Contracting Party which does not meet its standards. Unless there shall be an imminent and substantial endangerment human health or the environment, Jackson shall notify Contracting Party in writing at least thirty (30) days prior to rejecting any such wastewater flow and the basis for such rejection. To the extent that Jackson rejects such wastewater flow for treatment, Contracting Party shall then be authorized to attempt to provide additional conveyance and treatment from any other source or to provide necessary pretreatment to bring the rejected wastewater into compliance.

Section 2.2 Imminent and Substantial Endangerment

2.2.1 If there is a potential for an imminent or substantial endangerment to human health or the environment or Jackson's WCTS, including without limitation the potential for interference of or other harm to Jackson's WCTS or with the operation of the WWTP, upon discovery or notification of such, Contracting Party shall immediately take steps to halt said discharge and mitigate the harm. Jackson may seek injunctive relief against Contracting Party and/or any user contributing to the emergency condition, and/or may pursue other self-help remedies. Contracting Party agrees to assist Jackson and to join such litigation and/or hereby assigns to Contracting Party the right to bring such action in its name and for their mutual benefit.

2.2.2 In the event Jackson seeks injunctive relief against Contracting Party and/or any user contributing to the emergency condition, or self-help remedies, Jackson shall be entitled under this Agreement to recover all costs and expenses related to such action from Contracting Party and/or any user contributing to the emergency condition.

Section 2.3 Capacity, Management, Operation and Maintenance

2.3.1 Proper Management, Operation and Maintenance Standard

Contracting Party agrees to properly manage, operate, and maintain its WCTS to minimize peak flows to Jackson's WCTS. Management, operation, and maintenance of Contracting Party's WCTS shall be performed in accordance with accepted standards required by EPA and MDEQ including Recommended Standards for Wastewater Facilities, Great Lakes –Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers; and the MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities, NPELF40; provided, however, if any of the above-referenced standards are updated, the latest edition shall apply. Proper management, operations, and maintenance shall be performed on all gravity lines and pump stations within, or connected to, Contracting Party's WCTS.

2.3.2 Limitation on Excessive Peak Flows

If excessive peak flows into Jackson's WCTS are identified by Jackson, Contracting Party shall plan and implement improvements to Contracting Party's WCTS to limit excessive I/I conveyed to Jackson. As necessary, such improvements may include investigative flow monitoring, sanitary sewer evaluation surveys, development of rehabilitation plans, repair of identified defects in Contracting Party's WCTS, and post-rehabilitation flow monitoring. Contracting Party shall complete the required excessive I/I reduction program on a schedule acceptable to Jackson, MDEQ if applicable, and any other enjoined regulatory agencies.

2.3.3 Control of Fats, Oils and Grease

Contracting Party agrees to prevent discharge of harmful quantities of fats, oils, and grease (FOG) to Jackson's WCTS. If harmful levels of FOG originating from Contracting Party's WCTS are identified by Jackson, Contracting Party shall plan and implement a FOG Control Program to identify and remove excessive FOG discharged to Jackson's WCTS. Contracting Party shall complete the required FOG Control Program on a schedule acceptable to Jackson, MDEQ if applicable, and any other enjoined regulatory agencies.

Section 2.4 Participation in Jackson WCTS Improvements

Contracting Party agrees to participate, on a proportional basis, in any required project to rehabilitate or upgrade that portion of Jackson's WCTS used to convey wastewater from Contracting Party. Participation will consist of payment to the City of Jackson, under terms to be agreed, for the cost of the improvements attributed to the Contracting Party based on the fraction of average annual flow contributed by Contracting Party.

Section 2.5 Participation in Jackson WWTP Improvements

Contracting Party agrees to participate, on a proportional basis, in any required project to rehabilitate, enlarge, or upgrade Jackson's wastewater treatment plant (WWTP) used to treat wastewater from Contracting Party. Participation will consist of payment to the City of Jackson, under terms to be agreed, for the cost of the improvements attributed to the Contracting Party based on the fraction of average annual flow contributed by Contracting Party.

Section 2.6 Participation in Jackson WCTS and WWTP Operational Reserves

Contracting Party agrees to participate, on a proportional basis, in funding of required operation and maintenance reserves required to be retained for Jackson's WCTS and WWTPs, and which are necessary to insure proper operation and maintenance of Jackson's WCTS and WWTPs. Participation will consist of payment to the City of Jackson, under terms to be agreed, for the cost of the required operational reserves attributed to the Contracting Party based on the fraction of average annual flow contributed by Contracting Party.

Section 2.7 Expansion of Contracting Party's WCTS

Contracting Party shall have the ability to enlarge or expand Contracting Party's WCTS to accommodate growth, serve new industrial customers, or for any other reason; provided, however, that capacity in Jackson's WCTS and WWTPs is available for the additional wastewater to be conveyed to Jackson. If sufficient capacity is not available, Contracting Party shall have the right to fund additional improvements to the Jackson WCTS and/or Jackson WWTP to provide the needed capacity.

Section 2.8 Moratorium

If Jackson's WCTS is placed under moratorium, injunction, administrative order, or any other form of regulatory sanction by any regulatory authority for a portion of Jackson's WCTS that receives wastewater from Contracting Party's WCTS, the Parties agree to meet and to develop a joint plan to correct the problems within a reasonable period of time to satisfy the obligations imposed on Jackson by any regulatory authority regarding such moratorium.

Section 2.9 Sewer Use Ordinance

2.9.1 Purpose

Contracting Party will regulate through a comprehensive sewer user ordinance, a contract with the user and/or other appropriate regulatory measures, the introduction of wastewater into its WCTS in a manner essentially consistent with ordinances and other regulatory measures adopted by Jackson in its sewer use ordinance.

2.9.2 Legal Requirements

The Contracting Party's comprehensive sewer user ordinance, contract, or other appropriate measure shall conform to the minimum legal requirements contained in the Federal Pretreatment Regulation (40 C.F.R. § 403). Additionally, said sewer user ordinance, contract, or other appropriate measure shall incorporate local pretreatment standards and other ancillary regulations at least as stringent as those then in effect in Jackson.

2.9.3 Regulatory Agency Approval

Within 6 months of the Effective Date of this Agreement, Contracting Party shall submit its comprehensive sewer user ordinance, contract, or other appropriate measure to Jackson for its review and approval.

2.9.4 Ordinance Review

Every three (3) years, Contracting Party shall review and update its comprehensive sewer user ordinance, contract, or other appropriate measure for continued compliance with appropriate state agency or EPA regulations and Jackson's local pretreatment standards.

ARTICLE III **DISCHARGE AND PERTREATMENT STANDARDS**

Section 3.1 Discharge and Pretreatment Standards

Jackson has the obligation under state and Federal law to regulate the introduction of wastewater into Jackson's WCTS, particularly from industrial and commercial sources, and to operate the POTWs in conformity with applicable federal and state laws, regulations, and NPDES permits. As such, Jackson hereby restricts the discharge of the following into its WCTS, and Contracting Party agrees to comply with such restrictions:

- 1) Pollutants which create a fire or explosion hazard;
- 2) Pollutants which will cause corrosive structural damage;
- 3) Solid or viscous pollutants in amounts which will cause obstruction to the flow in sewers or other interference with the operation of the POTW;
- 4) Pollutants, including oxygen demanding pollutants (biochemical oxygen demand, etc.), released in a discharge of such volume or strength as to cause interference in the POTW;
- 5) Pollutants, including oxygen demanding pollutants (biochemical oxygen demand, etc.), released in a discharge of such volume or strength as to cause an objectionable odor or other such public nuisance;
- 6) Heat which will inhibit biological activity in the POTW;
- 7) Petroleum oils, non-biodegradable cutting oils, or products of mineral oil origin in amounts that will cause interference or pass through the Savanna and/or Trahon WWTP;
- 8) Pollutants which result in the presence of toxic gases, vapors, or fumes in a quantity that may cause acute worker health and safety problems;
- 9) Pollutants which result in the presence of toxic gases, vapors, or fumes in a quantity that may cause a public nuisance; and
- 10) Any trucked or hauled pollutants, except at discharge points designated by Jackson.

Section 3.2 Local Pretreatment Standards

To achieve the standards and provisions set forth in the City's NPDES permits, Jackson has established specific discharge limitations for its WCTS. Thus, Contracting Party shall adhere to discharge limitations delineated below; they are as follows:

1. Contracting Party's maximum flow rate to the Savanna WWTP per MDEQ permit shall not exceed ___ million gallons per day ("MGD") (dry weather flow) and ___ MGD (wet weather flow), unless suitable arrangements have been made by Contracting Party to purchase additional capacity in these conveyance facilities from Jackson.
2. Any new connections to the Savanna WWTP shall be prohibited unless sufficient capacity is available in all downstream conveyance and treatment facilities including, but not limited to, capacity for flow, CBOD, total suspended solids, ammonia, total nitrogen, and phosphorus as determined by Jackson.

In view of the discharge limitation established above, Jackson agrees to inform Contracting Party of any planned expansion of the conveyance or treatment facilities which serve Contracting Party, and to offer to include additional space for Contracting Party in said facilities subject to Contracting Party's participating on a proportionate basis in the cost of the expansion.

ARTICLE IV **RATES, BILLING, AND PAYMENTS**

Section 4.1 Flow Measurement for Billing Purposes

4.1.1 Flow Measurement

The measurements of wastewater flow from Contracting Party's WCTS and into Jackson's WCTS shall be by reasonably appropriate methods for measuring wastewater flow as determined by Jackson. Flow meters shall be a type suitable for gravity flow applications. The meter type shall be approved by the City of Jackson prior to installation. The meters shall be of the same or equivalent type of meter that is compatible with telemetry equipment as now being used in the Jackson WCTS. These flow meters shall be installed by Contracting Party and approved by Jackson for interconnection points to the Jackson WCTS. Attached as **Exhibit 1** are the location(s) of the billing flow meters and inter-connection points of Contracting Party's WCTS to the Jackson's WCTS.

4.1.2 Inter-Connection Infrastructure Requirements

For new inter-connections from Contracting Party WCTS to the Jackson WCTS, Contracting Party shall submit a written request. Jackson shall specify the required flow meters and related telemetry equipment, which will be installed following approval of the inter-connection by Jackson, and shall be installed as a part of the construction of the new inter-connection. All plans related to the inter-connection points will be subject to review and approval by Jackson. Jackson shall be responsible thereafter to operate, maintain, repair and replace said flow meters and telemetry equipment; except, however, Contracting Party shall pay

the City of Jackson for all maintenance, repair, and replacement costs required to properly operate Contracting Party's flow meter(s).

4.1.3 Estimation in Lieu of Flow Metering

The Parties recognize that there may be areas where it is technically impractical to install meters and in such event the flow shall be accurately estimated using sound engineering practices for adjusting water metered flow, I/I, and any other particular circumstances. Any infrastructure requirements for any new inter-connections or modification to inter-connections of Contracting Party WCTS to the Jackson WCTS shall be the responsibility of Contracting Party.

Section 4.2 Rates, Billing, and Payments

For all wastewater treated by the WWTP, or through such other applicable regional WCTS and wastewater treatment plants as may hereafter be constructed by Jackson, Contracting Party shall pay Jackson in the manner hereafter set forth the lower of the applicable following rates (City Code Chapter 122, Article III, Division 2, Section 122-243):

4.2.1 Regional Service Charge Rates (Wheelage and Treatment)

The regional sewer service use charge (wheelage and treatment) shall be collected from regional users of the system. The regional sewer service charge shall be determined using the "total flow" method based upon flow meter measured flow according to the applicable contract with the regional user.

4.2.2 Total Flow

The total flow charge is equal to the applicable regional operation and maintenance cost for wheelage and treatment plus the applicable regional charge for debt. The amount due from the regional user shall be the dollar amount derived by applying the total flow charge proportioned to the quantity of water measured by a flow meter installed and maintained at or near the point of inter-connection between the system of the regional user and the Jackson system (City Code Chapter 2, Section 122 -243).

4.2.3 In the event of any malfunction of said flow meters, flow shall be estimated, interpolated and/or projected in a reasonable manner. Such estimates, along with available readings for periods where there was no malfunction, shall form the basis for billing.

4.2.4 Excess Flow Penalty

If at any time during the billing period, the Instantaneous Flow Rate exceeds the maximum flow rate allowed in the Agreement, a 15% Excess Flow Penalty may be added to the sewer charge for the billing period. For the purposes of this Agreement, the maximum flow rates (including instantaneous, daily, and monthly maximum flow rate) is defined as set forth in Section 3.2(1).

4.2.5 Payments

Payment from Contracting Party to Jackson shall be made annually, with payment due within thirty (30) days following the billing date.

4.2.6 Source of Payments

The obligation of Contracting Party to pay for wastewater delivered and treated under this Agreement shall not be construed as a debt of Contracting Party requiring it to levy and collect a tax to discharge the same unless said obligation has been reduced to a legally enforceable judgment; but shall be an operating charge of its WCTS ranking equally to charges for salaries, wages, and other operating expenses of such system. Contracting Party covenants at all times to establish, maintain, prescribe, and collect fees, tolls, and charges for wastewater facilities furnished its customers, sufficient to provide funds for the payment of all obligations of Contracting Party under this Agreement.

Section 4.3 Industrial User Surcharge

4.3.1 Jackson has enacted a series of sewer service charges that apply to various dischargers to Jackson's WCTS. To the extent that the "industrial user surcharge," as that term is defined by Jackson ordinances now in effect or similar charges hereafter adopted, shall apply to industries which may locate within Contracting Party's service area, Jackson agrees to bill said charges directly to the parties responsible (See City Code, Chapter 122, Article II, Sec. 122-83. - **Exhibit 2**)

4.3.2 Service Termination

Contracting Party agrees to terminate the service, by means of its water utility or through any other water utility district or Contracting Party WCTS, for any user who does not pay the billings within sixty (60) days, subject to any pending dispute about the accuracy of the billing and provided that the bill shall have been paid except to the extent of any claimed overcharge.

Section 4.4 Rate Review and Revisions

4.4.1 Jackson agrees to periodically revise the charges for users or user classes to accomplish the following:

1. Maintain the proportionate distribution of operation and maintenance costs among users and user classes as required by federal law and regulations (See 33 U.S.C. §1284(b) and 40 C.F.R. §35-929, et seq.).
2. Generate sufficient revenue to pay the total operation and maintenance costs necessary to the proper operation and maintenance (including replacement) of the treatment works.
3. Apply excess revenues collected from a class of users to the costs of operation and maintenance attributable to that class and adjust the rates accordingly.
4. To comply fully with Section 204(b) of the Act (33 U.S.C. § 1284(b)) and all applicable federal or state laws and regulations.
5. The cost of operation and maintenance of Jackson's WCTS and treatment works not used by Contracting Party under this agreement shall be specifically considered in said rate charge system and such cost shall be proportionately distributed to Jackson.

4.4.2 Jackson agrees to review said rates annually, and make appropriate revisions thereto. Jackson shall give Contracting Party not less than sixty (60) days written notice of any proposed rate increase.

4.4.3 Contracting Party has heretofore adopted and agrees to maintain a user charge system for its users in accordance with Section 204(b)(1)(A) of the Act (33 U.S.C. § 1284(b)(1)(A)) and 40 C.F.R. § 35.929 through § 35.929-3, or other applicable federal or state laws or regulations. These rates shall be incorporated in appropriate municipal legislative enactments and following the public notification requirements of 40 C.F.R. § 25.

ARTICLE V **LIABILITY AND PENALTIES**

Section 5.1 Liability for Wastewater

Contracting Party shall remain fully responsible for any and all liability related to the discharge of wastewater discharged to the Jackson WCTS under this Agreement and shall indemnify, defend, and hold harmless the City of Jackson, and its officers, employees, agents, and representatives from and against any and all claims, demands, causes of action, judgments, costs, expenses, damages or other liability of any kind, including but not limited to damages for injury or death, and from damage to persons or property. Any payments by Contracting Party under this provision shall be deemed an operation and maintenance expense of Contracting Party for purposes of determining the user fees which shall be necessary to insure that the WCTS has sufficient revenues for operation. This covenant is not made for the benefit of any third party except as set forth in Paragraph 6.1.6 herein.

Section 5.2 Jackson Obligations

Jackson covenants and agrees to acquire, equip, operate, and maintain sufficient treatment facilities to comply with the NPDES Permit and in conformance with applicable statutes and regulations. Nothing herein shall prevent Jackson from entering into other contracts or agreements relating to the conveyance and treatment of wastewater from other municipalities or agencies.

Section 5.3 Inter-jurisdictional Contracts

If any industrial users, private owner or owners, or outside jurisdiction discharging to Contracting Party's WCTS but located outside the jurisdictional limits of Jackson, then Contracting Party shall regulate said user by a contract, ordinance, or resolution so as to enforce terms substantially equivalent to this Agreement, and if a contract it shall be jointly executed by Jackson, Contracting Party, and the outside jurisdiction. Regulation through the use of an ordinance or resolution shall be the preferred method of regulating users and this method shall be used where legally possible.

Section 5.4 Stipulated Penalties

5.4.1 Because the City of Jackson is subject to stipulated penalties from EPA for failure to meet requirements of its Consent Decree, Contracting Party shall be liable for stipulated penalties to Jackson for violations of this Agreement as specified herein. A violation includes failing to perform any obligation

required by this Agreement, including any work plan or schedule approved under this Agreement, according to all applicable requirements of this Agreement, and within the specified time schedules established by or approved under this Agreement. Stipulated penalties shall begin to accrue on the day after performance is due or the day the violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed on until the violation ceases.

5.4.2 The following stipulated penalties shall accrue per violation or failure to perform per day for each violation of failure to perform of the requirements identified above or herein:

<u>Period of Failure to Comply</u>	<u>Penalty per Violation per Day</u>
1st through 15th Day	\$500
16th through 30th Day	\$1,000
31st Day and beyond	\$1,500

5.4.3 Contracting Party shall pay any stipulated penalty within sixty (60) days of receiving Jackson’s written demand. Jackson’s demand for payment of the stipulated penalties shall identify the particular violation or failure to perform to which the stipulated penalty relates, the amount of stipulated penalty being demanded, the calculation method underlying the demand, and the grounds on which the demand is based.

5.4.4 If Contracting Party fails to pay the stipulated penalties according to the terms of this Agreement, Contracting Party shall be liable for interest on such penalties, accruing as of the date payment becomes due. The interest rate shall be three (3) percent (%) plus the prime interest rate or the amount allowable by law, whichever is greater.

Section 5.6 Dispute Resolution

Unless otherwise specifically provided for herein, if there is a dispute between the Parties, including but not limited to comments or changes required by Jackson related to any submittal required herein, the dispute shall be resolved using one of two alternatives set forth below. The City of Jackson will select either of the alternatives based on relevant factors such as whether the Contracting Party is a municipality, a state agency, or a private entity, and whether the Contracting Party is a major customer or a smaller contributor of wastewater flow.

5.6.1 Direct Negotiation

The Parties shall meet and confer for a period not to exceed thirty (30) days. If the matter is not resolved to the mutual satisfaction of the Parties, Contracting Party shall implement the change subject to its right to seek review of the reasonableness of the change in a court of competent jurisdiction.

5.6.2 Arbitration

If requested by Contracting Party, and with Jackson’s approval, arbitration may be used to resolve the dispute. The manner and type of arbitration employed to resolve the dispute shall be as mutually agreed between Contracting Party and the City of Jackson.

Section 5.7 Notices

Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows: To the City of Jackson: Contracting Party To the Contracting Party: Contracting Party Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above. Further, Notices submitted pursuant to this Agreement shall be deemed submitted upon mailing, unless otherwise provided in this Agreement or by mutual agreement of the Parties in writing.

Section 5.8 Termination

5.8.1 If a violation of this Agreement exceeds thirty (30) days or if Contracting Party fails to make payment of any stipulated penalty within sixty (60) days, it shall be grounds for immediate termination of this Agreement by Jackson. Jackson may terminate this agreement and the termination of the physical inter-connection(s) of the Contracting Party WCTS by providing written notice.

5.8.2 The Contracting Party may terminate this Agreement for any reason; provided, however that Contracting Party provides the City of Jackson a one (1) year notice of the intent to terminate. If the Agreement is terminated by Contracting Party, Contracting Party agrees to pay the City of Jackson for all costs required by Jackson to disconnect Contracting Party's WCTS from the Jackson WCTS, and for any other reasonable costs incurred by Jackson for termination of the Agreement.

ARTICLE VI **GENERAL PROVISIONS**

Section 6.1 General Provisions

6.1.1 Integration

This Agreement constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter embodied herein. Other than the submittals that are subsequently submitted by Contracting Party to Jackson and approved by Jackson pursuant to this Agreement, which shall become fully enforceable under this Agreement as if set forth fully herein, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Agreement, nor shall it be used in construing the terms of this Agreement.

6.1.2 Records

Contracting Party shall file with Jackson a certified copy of its ordinance and any amendments thereto, other inter-jurisdictional agreements, each industrial waste discharge permit issued, and any contract entered into for the purposes of industrial waste control. Further, Contracting Party shall keep copies of any and all records related to Contracting Party's performance under this agreement until three (3) years after the term of this Agreement expires, and provide Jackson access and or copies of such documents within thirty (30) days of Jackson's written request.

6.1.3 Entry and inspection

Any authorized officer or employee of Jackson may enter and inspect at any reasonable time any part of the WCTS of Contracting Party. The right of entry and inspection shall extend to public property, streets, and sewer easements. Additionally, Jackson shall be permitted, as appropriate, to enter onto private property to inspect industrial waste discharges. If a request to enter private property is refused and there is a reasonable need to enter the property, Contracting Party shall institute necessary legal procedures to obtain an administrative search warrant or easement as appropriate. The right of inspection shall include on-site inspection of pretreatment and sewer facilities, observation, measurement, sampling, testing, and access to (with the right to copy) all pertinent compliance records located on the premises of the industrial user.

6.1.4 Agreement Binding

This agreement shall be binding upon and shall inure to the benefit of each of the parties. All the covenants contained in the Agreement are for the express benefit of each of the parties to this Agreement. This Agreement is not intended to benefit any third party. The Parties hereto agree that the State of Mississippi is not a third-party beneficiary of this Agreement and shall not have all rights granted the Parties hereunder to enforce the rights and obligations of the Parties. Except as expressly provided herein, the Parties do not intend to create any rights in third persons and the Parties agree that there are no third-party beneficiaries to this Agreement. Except as expressly set forth herein, no person other than a Party to this Agreement may enforce this Agreement's terms, claim the right to benefit from its provisions, or rely upon the existence of its terms or conditions for its benefit.

6.1.5 Additional Documentation

Each Party hereto covenants to execute such additional documentation as will be necessary to effectuate the intent of this Agreement.

6.1.6 Force Majeure

In case by reason of "force majeure" either Party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such "force majeure" in writing to the other Party within five (5) days of the occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such "force majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, acts of a public enemy, orders of the United States or the State of Mississippi (excluding orders requiring action to comply with Jackson's NPDES permit, a sewer collection permit, or other permit related to the operation of a WCTS) or of any civil or military authority, insurrections, riots, epidemics, earthquakes, fires, hurricanes, restraint of government and people, civil disturbances, or explosions. Nothing herein shall be deemed to relieve Jackson or Contracting Party of its responsibility to operate their respective WCTS to reasonably control I/I in a storm or flood in accordance with generally accepted standards or government regulatory measures.

6.1.7 Severability Clause

Should any phrase, clause, sentence, or paragraph of this contract be held invalid, or unconstitutional by any Court or competent jurisdiction of the State of Mississippi, or the United States of America in any manner or respect whatsoever, it shall in no wise affect any or all of the remaining provisions, all of which shall remain in full force and effect. Provided that if such invalidity or unconstitutionality shall destroy the essence or effectiveness of this agreement and the Parties are unable to reach a new agreement which rectifies the invalidity or unconstitutionality, then the Parties shall continue the physical arrangements concerning the flow and treatment of sewage upon a quantum merit basis, subject to applicable state laws and regulations for a reasonable period of time until other suitable arrangements can be made for the treatment and disposal of the wastewater.

6.1.8 Controlling Law

The Parties hereto agree that this Agreement will be enforced and interpreted according to the laws of the State of Mississippi.

6.1.9 Assignment

The Parties agree that the rights, liabilities, and obligations of either may be assigned to a successor governmental entity or authority, and that either Party's interest in this agreement may be used to secure financing to improve the system of that Party or to establish a sewer authority. Providing, if the assignment involves a change in operational control of the WCTS or any material part thereof, the assignee shall agree to assume the liability and duty of the assignor to perform all of the terms and conditions of this Agreement.

6.1.10 Amendments or Changes to agreement

Any amendments or changes to this Agreement must be in writing, signed by a duly authorized representative of the parties hereto, and must expressly state the mutual intent of the parties to amend the Agreement as set forth herein.

6.1.11 Counterparts

This Agreement may be signed in counterparts, and its validity shall not be challenged on that basis.

IN WITNESS WHEREOF, the Parties hereto acting by and through their duly authorized officers, pursuant to the appropriate resolutions hereinbefore duly and properly adopted by each, have caused this contract and Agreement to be executed in duplicate, each delivering to the other a copy having the full force and effect of an original, all as of the ____ day of _____, _____.

City of Jackson, Mississippi

By: _____
Mayor

Witness: _____

Contracting Party [INSERT ENTITY NAME]

By: _____

Title: _____

Witness: _____

Exhibit 1

CONTRACTING PARTY
[INSERT ENTITY NAME]
FLOW METER LOCATIONS

[INSERT METER LOCATIONS MAP]

Exhibit 2

CITY OF JACKSON CODE OF ORDINANCES

Jackson Code of Ordinances

Chapter 122- Utilities

Article II, Division I, Section 122-83

- **Sec. 122-77. - Discharge to natural outlets generally.**

No person shall discharge or cause to be discharged to any natural outlet within the city, or in any area under the jurisdiction of the city, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with provisions of this article.

(Code 1971, § 29-96)

- **Sec. 122-78. - Mandatory sewer connections; septic tanks.**

(a) The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the city and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the city, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within 90 days after the date of official notice to do so, provided that such public sewer is within 100 feet of the property line. When a public sewer becomes available, the building sewer shall be connected to such sewer within 60 days.

(b) At such time as a public sewer becomes available to a property served by a private sewage disposal system, a direct connection shall be made to the public sewer in compliance with this article, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material to the satisfaction of the approving authority.

(c) Where a public sanitary or combined sewer is not available under the provisions of this section, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this article. No septic tank shall be constructed within the city unless there is no sanitary sewer service readily available as provided in this section.

(d) At such time as the owner of any property which is required by this section to be connected to a public sewer, such person shall automatically have added to his regular utility bill an amount equal to the regular sewer charge established elsewhere in this Code of Ordinances, based upon the property owner's water meter reading. This shall be separate and apart from and not in lieu of any other obligation imposed in this section and shall not relieve any property owner from criminal sanctions as are or may be established.

(Code 1971, § 29-97)

- **Sec. 122-79. - Privies over public sewers, ditches or drains.**

It shall be unlawful to erect or have erected a jakes or privy over any public sewer, ditch or drain used as a channel to carry off water.

(Code 1971, § 29-98)

- **Sec. 122-80. - Inspection and right of entry.**

- (a) Representatives of the approving authority and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this article. The approving authority shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.
- (b) The approving authority or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company. The company shall be held harmless for injury or death to the city employees, and the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in section 122-173.
- (c) The approving authority and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewerage works lying within such easement. All entry and subsequent work, if any, on such easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

(Code 1971, § 29-99)

- **Sec. 122-81. - Liability for obstruction of or damage to public sewer.**

If a public sewer becomes obstructed or damaged because of any substances improperly discharged to it, the person responsible for such discharge shall be billed and shall pay for the expenses incurred by the city in cleaning out, repairing or rebuilding the sewer. Such payment shall not preclude prosecution for violation of any provision of this Code.

(Code 1971, § 29-100)

- **Violation of article.**

- (a) Any person found to be violating any provision of this article, except section 122-81, shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction of such violation. The offender shall, within the period of time stated in such notice, permanently cease all violations. Any person who shall continue any violation beyond such time limit shall be deemed guilty of a misdemeanor.
- (b) Any person violating any of the provisions of this article shall become liable to the city for any expense, loss, or damage occasioned the city by reason of such violation.

(Code 1971, § 29-101)

- **DIVISION 4. - USE OF PUBLIC SEWERS**
- **Sec. 122-166. - Discharge of stormwater, surface water and other unpolluted waters generally.**

- (a) No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.
- (b) Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the approving authority. Industrial cooling water or unpolluted process waters may be discharged, on approval of the approving authority, to a storm sewer, combined sewer, or natural outlet.

(Code 1971, § 29-135)

- **Sec. 122-167. - Industrial waste questionnaire required.**

Any person who discharges industrial wastes into the sewage system, either directly or indirectly, shall, upon the written request of the approving authority, fill out and file with the approving authority within 90 days an industrial waste questionnaire to be furnished by the approving authority. The discharger shall set out the quantity and characteristics of the waste discharged into the sewage system. Similarly, any person desiring to establish a new connection to a public sewer for the purpose of discharging industrial wastes may be required to fill out and file such a questionnaire, which shall include actual or predicted data relating to quantity and characteristics of the wastes to be discharged. When special circumstances such as the size or complexity of the owner's sewage disposal problem would make complying with a time schedule cited above an unreasonable burden on the person, an extension of time, not to exceed 90 days, may be granted by the approving authority upon presentation of a proper application.

(Code 1971, § 29-136)

- **Sec. 122-168. - Prohibited discharges to public sewers.**

No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

- (1) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
- (2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant including, but not limited to, cyanides in excess of two mg/l as CN in the wastes as discharged to the public sewer.

- (3) Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewerage works.
- (4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewerage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair, fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- (5) It shall be unlawful for any person, establishment or corporation to discharge to the sewer system any pollutant except in compliance with federal standards promulgated pursuant to the Clean Water Act, and any more stringent State and Local Standards.

(Code 1971, § 29-137; Ord. of 9-20-94)

- **Sec. 122-169. - Unauthorized dumping from vehicles.**

- (a) The unauthorized use of dumping or discharge of waste and/or materials into the sanitary sewer system of the city other than at the dump station within the wastewater treatment plant of the city is prohibited.
- (b) The rules, regulations and controls of the wastewater treatment plant of the city shall control and govern the dumping and discharge of any and all types of vehicles.
- (c) Anyone who violates or causes the violation of this section, or who shall fail to comply with the requirements of this section, shall be guilty of a misdemeanor. Each such person shall be guilty of a separate offense for each and every violation of unauthorized dumping or discharge into the sewer system of the city and, upon conviction of any such violation, shall be punished by a fine not to exceed \$300.00, or by imprisonment not to exceed 90 days, or by both such fine and imprisonment.

(Code 1971, § 29-137.1)

- **Sec. 122-170. - Alternatives when prohibited substances are to be discharged.**

- (a) If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in section 22-168, and which in the judgment of the approving authority may have a deleterious effect upon the sewerage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the approving authority may:
 - (1) Reject the wastes;
 - (2) Require pretreatment to an acceptable condition for discharge to the public sewers;
 - (3) Require control over the quantities and rates of discharge; and/or

(4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of section 22-175.

(b) If the approving authority permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the approving authority, and subject to the requirements of all applicable codes, ordinances, and laws.

(Code 1971, § 29-138)

• **Sec. 122-171. - Prohibited discharges to public sewers without approval.**

No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the approving authority that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the approving authority will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials or construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:

(1) Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit or 65 degrees Celsius.

(2) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 milligrams per liter or containing substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit and 150 degrees Fahrenheit or zero degrees Celsius and 65 degrees Celsius.

(3) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower or greater shall be subject to the review and approval of the approving authority.

(4) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.

(5) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances, or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the approving authority for such materials.

(6) Any waters or wastes containing phenols or other taste- or odor-producing substances, in such concentrations exceeding limits which may be established by the approving authority, as necessary, after treatment of the composite sewage, to meet the requirements of the state, federal, or other public agencies of jurisdiction for such discharge to the receiving waters.

(7) Any radioactive wastes or isotopes of long half-life (over 100 days) without special permit. The radioactive isotopes I¹³¹ and P³² used at hospitals are not prohibited if properly diluted at the source.

(8) Any waters or wastes having a pH in excess of 9.5.

(9) Materials which exert or cause:

a. Unusual concentrations of inert suspended solids, such as, but not limited to, fuller's earth, lime slurries, and lime residues or of dissolved solids, such as, but not limited to, sodium chloride and sodium sulfate.

b. Excessive discoloration, such as, but not limited to, dye wastes and vegetable tanning solutions.

c. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.

d. Unusual volume of flow or concentration of wastes constituting slugs.

(10) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(11) Any waste prohibited by the Environmental Protection Agency standards 40 CFR 403.

(Code 1971, § 29-139; Ord. of 9-20-94)

- **Sec. 122-172. - Interceptors required for certain liquid wastes.**

Grease, oil, and sand interceptors shall be provided when, in the opinion of the approving authority, they are necessary for the proper handling of the discharge into public sewers of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients, except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the approving authority, and shall be located as to be readily and easily accessible for cleaning and inspection.

(Code 1971, § 29-140)

- **Sec. 122-173. - Parameters for maximum concentrations of discharges.**

(a) The following are the maximum concentration of discharges allowed to be discharged into public sewers:

Parameter*	Maximum Concentration (mg/l)
Arsenic	A
Barium	A
Boron	A
Cadmium	A
Chromium	A
Copper	A
Cyanide	A
Lead	A
Manganese	A
Mercury	A
Nickel	A
Selenium	A
Silver	A
Zinc	A

*Any nonconventional parameter that is specific to an industrial process that results in a discharge of BOD, SS and TKN may be increased by written approval of the city engineering section of the utilities division of the public works department for limited periods of time.

(b) The limits for these parameters shall be based on any applicable EPA categorical industrial guidelines, receiving stream water quality standards, MSDEQ criteria, biological treatment process threshold inhibition levels, and sludge quality criteria. As a condition for authorization to dispose of or continue to dispose of industrial wastes through the municipal system, the industrial applicant for a sewer permit shall provide the city with information describing wastewater constituents and characteristics, and the type of activity and quantity of production with the application or at the request of the engineering section of the utilities division of the public works department.

(Code 1971, § 29-141; Ord. of 9-20-94)

- **Sec. 122-174. - Control manhole for observing, sampling, and measuring industrial waste.**

When required by the approving authority, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the approving authority. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. Plans for such manholes for the installation of control and related equipment must be approved by the approving authority before construction is begun.

(Code 1971, § 29-142)

- **Sec. 122-175. - Sampling, testing and analysis of discharged waste.**

- (a) All measurements, tests and analysis of the characteristics of waters and wastes to which reference is made in this division shall be determined in accordance with the 1994 edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association and "Methods for Chemical Analysis of Water and Wastes," published by EPA, and 40 CFR 136, and shall be determined at the control sampling manhole, provided, or upon, suitable samples taken at such control manhole. If no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewerage works and to determine the existence of hazards to life, limb, and property. The particular analyses involved will determine whether a 24-hour composite of all outfalls of a premises is appropriate, or whether grab samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24-hour composites of all outfalls whereas pH's and oil and grease concentrations are determined from periodic grab samples. The temperature shall be measured in line.
- (b) Until an adequate analysis of a representative sample of the customer's waste has been obtained, the approving authority may, for the purposes of this division, make a determination of the character and concentration of the waste by using data based on analysis of similar processes or data for this type of business that are available from the Water Pollution Control Administration of the United States Department of the Interior or from industry-recognized authoritative sources. This method, if selected by the approving authority, shall continue at the approving authority's pleasure or until an adequate analysis has been made.

(Code 1971, § 29-143; Ord. of 9-20-94)

- **Sec. 122-176. - Construction of division.**

No statement contained in this division shall be construed as preventing any special agreement or arrangement between the city and any user or group of users of a public sewer.

(Code 1971, § 29-144)

- **Secs. 122-177—122-200. - Reserved.**