



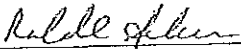
University of Connecticut  
*Board of Trustees*

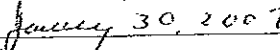
January 30, 2007

The following is an excerpt from the University of Connecticut Board of Trustees' minutes of January 30, 2007:

"On a motion by Dr. Burrow, seconded by Dr. Rowe, **THE BOARD VOTED** to approve the Sewer System Rules and Regulations for the University and its non-University affiliated users to become effective July 1, 2007."

The full resolution is presented in the agenda of the January 30, 2007 meeting in Attachment 16.

  
\_\_\_\_\_  
Ronald C. Schurin  
Executive Secretary

  
\_\_\_\_\_  
Date

*In Equal Opportunity Language*

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**THE UNIVERSITY OF CONNECTICUT**  
**SEWER SYSTEM**

**RULES AND REGULATIONS**

University of Connecticut  
As Approved By Board of Trustees

Effective Date: July 1, 2007

RULES AND REGULATIONS  
OF  
THE UNIVERSITY OF CONNECTICUT SEWER SYSTEM

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## I. Intent

In order to ensure the proper removal and disposal of sewage within the geographic region supplied by the University of Connecticut's ("Supplier") Sewer Service and System; to insure the proper operation and maintenance and the protection of the Sewer System of the University of Connecticut; and to provide for the keeping of adequate records and for the reasonable and proper supervision of the use and operation of such Sewer System of the University of Connecticut, these rules and regulations are enacted, regulating and controlling the substances which may be discharged directly or indirectly into the Sewer System of the University of Connecticut and regulating and providing for the construction and maintenance of inspection, protective and treatment devices and facilities.

## II. Definitions

"BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C, expressed in milligrams per liter (mg/l).

"COD" (denoting Chemical Oxygen Demand) shall mean the measure of the oxygen equivalent, expressed in milligrams per liter (mg/l) of that portion of the organic matter in a sample that is susceptible to oxidation.

"Customer" shall mean the person in contract with the Supplier for Sewer Services

"Garbage" shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

"Industrial Wastes" shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

"Natural Outlet" shall mean any outlet into a Watercourse, pond, ditch, lake or other body of surface or groundwater.

"Owner" shall mean the person or persons having title to the property to be served by a sewer.

"Person" shall mean any individual, firm, company, association, society, corporation or group.

"pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in miles per liter of solution.

"Sanitary Sewer" shall mean a sewer which carries sewage and to which storm, surface, and groundwater are not intentionally admitted.

"Sewage" shall mean domestic sewage consisting of water and human excretions or other waterborne wastes incidental to the occupancy of a residential building or a non-residential, as may be detrimental to the public health or the environment, but not including manufacturing process water, cooling water, waste water from water softening equipment, blow down from heating and cooling equipment, water from cellar or floor drains or surface water from roofs, paved surface or yard drains.

"Sewer" shall mean a pipe or conduit for carrying sewage.

"Sewer Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the Sewer Lateral, beginning five feet from the inner face of the building wall.

"Sewer Extension" shall mean the connecting pipes, if necessary, between Sewer Lateral and the Supplier Connection.

"Sewer Lateral" shall mean the extension from the sewer drain to the Sewer Extension, Supplier Connection, or other place of disposal.

"Sewer Service" shall mean the entire sewage disposal system operated by Supplier to provide sewage disposal to Customer.

"Sewer System" shall mean all facilities for collecting, pumping, treating, and disposing of sewage provided by Supplier to provide Sewer Services.

"Shall" is mandatory; "May" is permissive.

"Slug" shall mean any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24 hour concentration of flows during normal operation.

"Storm Drain" (sometimes termed "Storm Sewer") shall mean a pipe or conduit which carries storm and surface waters and drainage, but excludes sewage and industrial wastes.

"Supplier" shall mean and refer to the University of Connecticut in its capacity as provider of Sewer Services through its Sewer System.

"Supplier Connection" shall mean the Supplier's main sewer connection to the Sewer Lateral, or to the Sewer Extension if necessary, including all piping and drainage necessary to effectuate a connection to the Supplier's existing Sewer System.

"Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

"Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

### III. Sewer Laterals and Connections

- (a) Every person desiring to obtain sewage services from the University must submit an application and receive a permit for construction of necessary sewer pipelines and equipment.
- (b) After a permit has been issued, all costs and expenses incident to the installation and connection of the Sewer Lateral to the Supplier Connection, shall be borne by the Owner including indemnifying the Supplier for any loss or damage that may directly or indirectly be occasioned by the installation of the Sewer Lateral.
- (c) If it is necessary for a Sewer Extension to be installed, such cost of installation shall be borne by the Owner, but such Sewer Extension, upon being hooked up to the Supplier Connection, will be owned, operated and maintained by the Supplier.
- (d) The Owner shall notify the Supplier when the Sewer Lateral is ready for inspection and connection to the Supplier Connection. The actual connection shall only be made under the supervision of an employee or designee of the Supplier.
- (e) A separate and independent Sewer Lateral shall be provided for every building; except where one building stands at the rear of another on the interior lot and no private sewer is available or can be constructed to the rear building, the Sewer Lateral from the front of the building may be extended to the rear building and the whole considered one Sewer Lateral.

- (f) The size, slope, alignment, materials of construction of a Sewer Lateral, and the methods to be used in excavating, placing of the necessary pipes, jointing, testing, and backfilling the trench, shall all conform to the requirements of building and plumbing codes in effect in the State of Connecticut, in the Town of Mansfield, and to the applicable rules and regulations of the Supplier.

**[A SECTION CAN BE ADDED ESTABLISHING SPECIFICATIONS FOR BUILDING SEWER LATERALS IF DESIRED]**

**IV. Use of Sewers; Prohibited Waste**

- (a) No unauthorized person shall uncover, make any connections with or opening into, discharge any waste into, alter or disturb any Supplier Sewer System or appurtenance thereof without first obtaining a written permit from the Supplier.
- (b) Any person proposing a new discharge into the system or a substantial change in the volume or character of pollutants that are being discharged into the system shall notify the Supplier at least thirty (30) days prior to the proposed change or connection.
- (c) No person shall make sewer connections of roof downspouts, exterior foundation drains, areaway drains, yard drains, or other sources of surface runoff or groundwater to a Sewer Lateral or sewer drain which is connected to the Supplier Connection at some point.
- (d) No person shall discharge or cause to be discharged any storm water, surface water, ground water, cellar drainage, roof runoff, subsurface drainage, or uncontaminated cooling water, or grease from a commercial facility to any sanitary sewer.
- (e) Storm water, uncontaminated cooling water, and all other unpolluted drainage shall be discharged to such pipes or conduits as are specifically designated as a Storm Drain, or to an approved natural outlet approved by the Supplier and the Town of Mansfield.
- (f) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:
- (1) Any gasoline, kerosene, alcohol, formaldehyde, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas, or any solid, liquid, or gas which by interaction with other substances may cause fire or explosion hazards.

- (2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity either single 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.
  - (3) Any waters or wastes having a pH lower than 6.0 or greater than 9.0 having any other corrosive property capable of causing damage or hazard to the sewage works, or personnel of the sewage 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 sewage works such as but not limited to sand, mud, straw, shavings, metal, glass, rags, feathers, ashes, cinders, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, grease, milk containers, etc., either whole or ground by garbage grinders.
- (g) No person shall discharge or cause to be discharged the following described substances, materials, water, or wastes if it appears likely, in the opinion of the Supplier, 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 an opinion as to the acceptability of these wastes, the Supplier will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of 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° F.
  - (2) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 ° and 150° F.
  - (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 review and approval of the Supplier.



- (4) Any waters or wastes containing strong acids, pickling wastes, concentrated plating solutions and/or subsequent plating rinses whether neutralized or not.
- (5) Any waters or wastes which are listed as hazardous materials by the Environmental Protection Agency.
- (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 Supplier as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies.
- (7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Supplier in compliance with applicable State or Federal Regulations.
- (8) Materials which exert or cause:
  - (i) 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) in excess of 350 mg/l.
  - (ii) Excessive discoloration (such as but not limited to dye wastes and vegetable tanning solutions).
  - (iii) A BOD in excess of 300 mg/l or a COD in excess of 600 mg/l or a chlorine requirement in excess of 15 mg/l or in such quantities as to constitute a significant load on the wastewater plant.
  - (iv) Unusual volume of flow or concentration of wastes constituting Slugs, including backwash from swimming pools.
- (9) 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.

- (10) Privy, septic tank or cesspool wastes. However the Supplier shall require haulers to discharge at a designated facility if one is developed within the Town or region.
- (h) 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 (f) of this Section, and which is the judgment of the Supplier may have a deleterious effect upon the treatment plant or collection system, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Supplier 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.
- (i) Grease, oil and sand interceptors shall be provided for all commercial establishments with cooking facilities or dishwashers, or any flammable wastes, sand, or other harmful ingredients; such interceptors may be required for private living quarters or dwelling units. All interceptors shall be located as to be readily and easily accessible for cleaning and inspection.
- (j) Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Owner at his expense.
- (k) When required by the Supplier, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole or manholes together with such necessary meters and other appurtenances in the control manholes to facilitate observation, sampling, and measurement of wastes. Control manholes shall be located and built in a manner acceptable to the Supplier. If measuring devices, meters, and other appurtenances are to be permanently installed they shall be of a type acceptable to the Supplier. All sampling, measuring, and other procedures must be acceptable to and approved by the Supplier. Control manholes, access facilities and all related equipment shall be installed by the person discharging the

waste, at his expense, and shall be maintained by him at his expense so as to be in safe condition, accessible and in proper operating condition at all times. Plans for the installation of the control manholes, access facilities and related equipment shall be approved by the Supplier prior to the beginning of construction.

- (l) No statement contained in this Article shall be construed as prohibiting any special agreement or arrangement between the Supplier and any person whereby a waste of unusual strength or character may be admitted to the sewage disposal works, either before or after pre-treatment provided that there is no impairment of the functioning of the sewage disposal works by reason of the admission of such wastes, and no extra costs are incurred by the Supplier without recompense by the person.
- (m) Sewer Extensions must comply with all Federal, State and local regulations, including but not limited to Plan of Development, Zoning, Coastal Area Management and Inland Wetlands regulations

#### V. **Billing; Collection; Termination of Service**

##### (a) **Sewer Charges.**

- (1) All Customers shall pay to Supplier, when due, a monthly **sewer use charge** per hundred cubic feet based upon water consumption as indicated on the meter horn installed in the building. If a Customer does not currently have a water meter, then one must be installed by Supplier, at the Customers expense, before connection can be made to the Sewer System. See Section VI for more information on meters.
- (2) In addition to the above sewer use charge, each property owner shall pay a **sanitary sewer outlet charge**, paid at the time of connection, based upon a per acre of land charge calculated to the nearest 1/10 of an acre. Commercial Customers will pay a sanitary outlet charge, paid at the time of connection, of \$10,000.

##### (b) **Billing; Payment.**

Separate premises shall be separately billed. Supplier shall provide each Customer with a statement for Sewer Services in accordance with Supplier's standard billing practices for its customers. Bills are payable when rendered, which are normally semi-annually with the frequency for an account determined by the Supplier based on the days of service, classification and consumption. Failure of the

Customer to receive the bill does not relieve him/her from the obligation of payment or from the consequences of its non-payment.

(c) **Default of Payment.**

Sewer use charges, together with interest, shall constitute a lien upon the property on which the building is located. Such lien shall take precedence over all other liens and encumbrances except taxes and may be foreclosed in the same manner as a lien for property taxes. However, the Supplier maintains the alternative right, in lieu of foreclosing on the property, and with proper notice, to terminate the Customer's Sewer Services until such time as payment is received. If the Supplier chooses to terminate the Customer's Sewer Service, a fee for reconnection may be charged.

**VI. Meters for Billing**

Occasionally sewer charges are calculated through the use of meters. If a building is not already outfitted with a meter, then a meter must be installed before the connection to the Supplier's Sewer System. In some cases where it is impractical to install a meter in the sewer line billing will be done according to water usage please see billing section V. And it maybe necessary to install a water meter instead. Such installation will be at the Customer's expense and subject to the following terms:

- (a) The meters will be owned, tested and removed by the Supplier. Damage due to freezing, hot water, faulty connections, or customer's own negligence shall be paid for by the Customer.
- (b) No person, other than the Supplier, shall break seals or disconnect meters unless specifically authorized in writing by the Supplier to do so. If any person takes such action without authorization from the Supplier, that person will be liable for damages which may result there from, and shall be billed on the basis of Sewer Services used in a similar period.
- (c) The Customer will provide, at their expense, an accessible and protected location for the meter, which location shall be subject to the approval of the Supplier at the time of service pipe installation.

The meter may be located inside a building when, in the opinion of the Supplier, an inside setting will provide adequate accessibility, protection against freezing or other damage to the meter, and when the Sewer Lateral does not exceed 150 feet in length. A setting within a building shall be located just inside the cellar wall at a point which will control the entire supply to the premise.

When no suitable place inside the building is available, or the Sewer Lateral exceeds 150 feet in length, the Supplier may require that the meter be set near the street shutoff with suitable valve in a pit at least five feet deep, with a cover. Pit and cover shall be approved by the Supplier. Meter pits and vaults, including the meter vault cover, become the property of the Customer upon installation, and the Customer is responsible for the maintenance and repair of the vaults as needed from time to time. Meter pits and vaults should be accessible and free of debris, which will help prevent the meter from freezing or otherwise damaged.

- (d) The Customer is responsible for maintaining piping on either side of the meter in good condition and valved on both side of the meter so that the meter may be removed or replaced conveniently and without damage to such piping.
- (e) The Customer is requested to notify the Supplier promptly of any defect in or damage to the meter or its connections.
- (f) In order to assure accuracy, the Supplier may at any time remove a meter for tests, repairs or replacement. At a minimum, meters will be tested periodically with the testing schedule adopted by the Supplier. Customers shall allow the Supplier access to their property for such periodic meter tests.
- (g) Upon written request of Customer, the Supplier will test without charge to the Customer, the accuracy of a meter in use at his premises provided the meter has not been tested by the Supplier within one year prior to such request. If the Customer desires to be present for the meter test, he shall notify the Supplier within ten (10) days of receipt of the written notification granting such test by the Supplier.
- (h) The Supplier can assume no responsibility for clogging of interior house plumbing or flooding which may occur during or after interruption of service or repairs to services, meters or mains.
- (i) The Supplier may not be required to install a meter until all requirements for connection to the Supplier Connection have been met, including inspection of the Sewer Later by Supplier.

#### **VII. Sewer System Ownership and Responsibilities**

The Supplier shall operate, maintain, service, and repair the Sewer System that it owns, at its sole cost, excluding any repairs, replacements and

maintenance required within one year of completion of its installation. The Supplier shall have the sole and exclusive right to operate and control the Sewer System in such manner to provide Sewer Services to Customers and to other projects now or hereafter owned or served by the Supplier. Subject to its obligations hereunder, the Supplier shall have no obligation with regard to repairs, replacements or maintenance of the Sewer Laterals and appurtenances thereto, which are the property of the Person who owns the Property served.

The Supplier shall not be liable for any damage to person or property, sustained as a result of any break, failure or accident in or to its system or any part thereof, which is not due to the Supplier's negligence, or which, being known to the customer, was not reported by that customer in time to avoid or mitigate such damage.

#### VIII. Inspection, Penalties, and Validity

- (a) Any representative of the Supplier, bearing proper credentials, must be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of these regulations.
- (b) Any person violating any provision of these regulations shall be served by the Supplier with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The Owner shall, within the period of time stated in such notice, permanently cease all violations. Any person violating any of the provisions of these regulations shall become liable to the Supplier for any expense, loss or damage occasioned by reason of such violation.
- (c) The invalidity of any one section, clause, sentence, or provision of these regulations shall not affect the validity of any other part of these regulations which can be given effect without such invalid part or parts.

IX. Fat, Oil and Grease; FOG Regulations

TABLE 1  
Fats, Oils, and Grease Pretreatment Ordinance Sections

- Section 1. Purpose.
- Section 2. Definitions.
- Section 3. Application to Install a FOG Pretreatment System.
- Section 4. Discharge Limits.
- Section 5. Pretreatment System Requirements.
- Section 6. Alternate FOG Pretreatment System.
- Section 7. Pretreatment Equipment Maintenance.
- Section 8. FOG Minimization

Fats, Oils, and Grease Pretreatment

Section 1. Purpose.

The purpose of this rule is to outline the wastewater pretreatment requirements for Food Preparation Establishments and other commercial facilities that discharge fats, oils, and grease in their wastewater flow. All new and existing facilities that generate and discharge fats, oils, and grease in their wastewater flow shall install, operate, and maintain a FOG pretreatment system. The requirements of this ordinance shall supplement and be in addition to the requirements of the University of Connecticut or Town of Mansfield Sewer Use rules and regulations.

Section 2. Definitions.

AGENT – Authorized representative of the Town, University or {WWTP}.  
Wastewater Treatment Plant.

CONTACT PERSON - The Contact Person shall mean the individual responsible for overseeing daily operation of the Food Preparation Establishment and who is responsible for overseeing the Food Preparation Establishment's compliance with the FOG Pretreatment Program.

FOG - FATS, OILS, AND GREASE - Animal and plant derived substances that may solidify or become viscous between the temperatures of 32°F and 150°F (0°C to 65°C); and that separate from wastewater by gravity. Any edible substance identified as grease per the most current EPA method as listed in 40-CFR 136.3.

**FOG INTERCEPTOR** - A passive tank installed outside a building and designed to remove fats, oils, and grease from flowing wastewater while allowing wastewater to flow through it, and as further defined herein.

**FOG RECOVERY UNIT** - All active indoor mechanical systems designed to remove fats, oil, and grease by physical separation from flowing wastewater, as further defined herein.

**FOG PRETREATMENT SYSTEM** - Refers to properly installed and operated FOG Interceptors and FOG Recovery Units as approved by the {Agency}.

**FOOD PREPARATION ESTABLISHMENTS** - means Class III and Class IV food service establishments and any other facility determined by the {Agency} to discharge FOG above the set limits in Section 5(b)(2) of the Department of Environmental Protection's General Permit for the Discharge of Wastewater Associated with Food Preparation Establishments. These facilities shall include but not be limited to restaurants, hotel kitchens, hospital kitchens, school kitchens, bars, factory cafeterias, and clubs. Class III and Class IV food service establishments shall be as defined under Section 19-13-B42 of the State Of Connecticut Public Health Code.

**NON-RENDERABLE FATS, OILS, AND GREASE** - Non-renderable fats, oils, and grease is food grade grease that has become contaminated with sewage, detergents, or other constituents that make it unacceptable for rendering.

**NOTIFICATION OF APPROVED ALTERNATE FOG PRETREATMENT SYSTEM** - Written notification from the {Agency} for authorization to install and/or operate an alternate FOG Pretreatment System.

**RENDERABLE FATS, OILS, AND GREASE** - Renderable fats, oils, and grease is material that can be recovered and sent to renderers for recycling into various usable products. Renderable grease is created from spent products collected at the source, such as frying oils and grease from restaurants. This material is also called yellow grease.

**RENDERABLE FATS, OILS, AND GREASE CONTAINER** - Refers to a closed, leak- proof container for the collection and storage of food grade fats, oil, and grease.

**REGIONAL FOG DISPOSAL FACILITY** - A facility for the collection and disposal of non-renderable FOG approved by the Connecticut Department of Environmental Protection.



Section 3. Application to Install a FOG Pretreatment System.

A. FOG Pretreatment Systems shall be provided for:

- (1) All new and existing Food Preparation Establishments, including restaurants, cafeterias, diners, and similar non-industrial facilities using food preparation processes that have the potential to generate FOG in wastewater at concentrations in excess of the limits defined in this ordinance.
- (2) New and existing facilities which, in the opinion of the {Agency}, require FOG Pretreatment Systems for the proper handling of wastewater containing fats, oils, or grease, except that such FOG Pretreatment Systems shall not be required for private living quarters or dwelling units.

B. All new Food Preparation Establishments which generate and discharge wastewater containing fats, oils, and grease and which will require a FOG Pretreatment System, as determined by the {Agency}, shall include the design and specifications for the FOG Pretreatment System as part of the sewer connection application as described in the {Town, University or WWTP} Sewer Use Ordinance.

C. All existing Food Preparation Establishments which generate, and discharge wastewater containing fats, oils, and grease, and which require a new FOG Pretreatment System, as determined by the {Agency}, shall submit an application for the installation of a new FOG Pretreatment System within twelve (12) months of adoption of this ordinance. The application shall be in accordance with {Town, University or WWTP} Sewer Use Ordinance. The approved FOG Pretreatment System shall be installed within three (3) years of adoption of this ordinance.

D. Existing Food Preparation Establishments which generate, and discharge wastewater containing fats, oils, and grease, and which have an existing non-complying FOG Pretreatment System may, as determined by the {Agency}, operate the existing FOG Pretreatment System. Such facilities shall submit an application for an "Alternate FOG Pretreatment System" as described in {Section 6 C}. Such application shall be submitted within twelve (12) months of adoption of this ordinance.

E. All costs and related expenses associated with the installation and connection of the FOG Interceptor(s) or Alternate FOG Pretreatment System(s) shall be borne by the Food Preparation Establishment. The

Food Preparation Establishment shall indemnify the {Town, University or WWTP} and it's Agents for any loss or damage that may directly or indirectly occur due to the installation of the FOG Pretreatment System.

#### Section 4. Discharge Limits.

- A. No facility shall discharge or cause to be discharged any wastewater with a FOG concentration in excess of one hundred (100) milligrams per liter, as determined by the currently approved test for total recoverable fats and grease listed in 40 CFR 136.3, or in concentrations or in quantities which will harm either the sewers, or Water Pollution Control Facility, as determined by the {Agency}.

#### Section 5. Pretreatment System Requirements.

- A. An application for the design and installation of a FOG Pretreatment System shall be subject to review and approval by the {Agency} per the {Town, University or WWTP} Sewer Use Ordinance, and subject to the requirements of all other applicable codes, ordinances, and laws.
- B. Except as provided by {Section 6}, the wastewater generated from Food Preparation Establishments shall be treated to remove FOG using a FOG Interceptor.
- C. Every structure at the subject facility shall be constructed, operated, and maintained, in a manner to ensure that the discharge of food preparation wastewater is directed solely to the FOG Interceptor, or Alternate FOG Pretreatment System. No valve or bypass piping that could prevent the discharge of food preparation wastewater from entering appropriate pretreatment equipment shall be present.
- D. The Contact Person at each Food Preparation Establishment shall notify the {Agency} when the FOG Pretreatment System is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the plumbing inspector, and/or {Agent}.
- E. All applicable local plumbing/building codes shall be followed during the installation of the FOG Pretreatment System.
- F. FOG Interceptor Requirements.
  - (1) The FOG Interceptor shall be installed on a separate building sewer servicing kitchen flows and shall only be connected to those fixtures or drains which can allow fats, oils, and grease to be discharged into the sewer. This shall include:

- (a) Pot sinks;
  - (b) Pre-rinse sinks, or dishwashers without pre-rinse sinks;
  - (c) Any sink into which fats, oils, or grease may be introduced;
  - (d) Soup kettles or similar devices;
  - (e) Wok stations;
  - (f) Floor drains or sinks into which kettles may be drained;
  - (g) Automatic hood wash units;
  - (h) Dishwashers without pre-rinse sinks; and
  - (i) Any other fixtures or drains that can allow fats, oils, and grease to be discharged into the sewer.
- (2) No pipe carrying any wastewater other than from those listed in the Paragraph above shall be connected to the FOG Interceptor.
- (3) No food grinder (garbage disposal) shall discharge to the FOG Interceptor.
- (4) The FOG Interceptor shall be located so as to maintain the separating distances from well water supplies set forth in Section 19-13-B51d of the Public Health Code.
- (5) The following minimum-separating distances shall be maintained between the FOG Interceptor and the items listed below.
- |   |       |
|---|-------|
| (a) Property line   | 10 ft |
| (b) Building served (no footing drains)   | 15 ft |
| (c) Ground water intercepting drains, footing drains and storm drainage systems | 25 ft |
| (d) Open watercourse  | 50 ft |
- (6) The FOG Interceptor shall have a retention time of at least twenty-four (24) hours at the maximum daily flow based on water meter records or other calculation methods as approved by the {Agency}. The FOG Interceptor minimum capacity shall be 1,000 gallons. FOG Interceptors shall have a minimum of two compartments. The two compartments shall be separated by a baffle that extends from the bottom of the FOG interceptor to a minimum of five (5) inches above the static water level. An opening in the baffle shall be located at mid-water level. The size of the opening shall be at least eight (8) inches in diameter but not have an area exceeding 180 square inches.
- (7) FOG Interceptor shall be watertight and constructed of precast concrete, or other durable material.

- (8) FOG Interceptors constructed of precast concrete, shall meet the following requirements:
- (a) The exterior of the FOG Interceptor, including the exterior top and bottom and extension to grade manholes, shall be coated with a waterproof sealant.
  - (b) All concrete FOG Interceptors shall be fabricated using minimum 4,000-psi concrete per ASTM standards with 4 to 7 percent air entrainment.
  - (c) All structural seams shall be grouted with non-shrinking cement or similar material and coated with a waterproof sealant.
  - (d) Voids between the FOG Interceptors walls and inlet and outlet piping shall be grouted with non-shrinking cement and coated with a waterproof sealant.
- (9) All non-concrete septic tanks must be approved for use by the {Agency}.
- (10) The FOG Interceptor shall be accessible for convenient inspection and maintenance. No structures shall be placed directly upon or over the FOG Interceptor.
- (11) The FOG Interceptor shall be installed on a level stable base that has been mechanically compacted with a minimum of six (6) inches of crushed stone to prevent uneven settling.
- (12) Select backfill (Recommended material, sand) shall be placed and compacted around the FOG Interceptor in a manner to prevent damage to the tank and to prevent movement caused by frost action.
- (13) The outlet discharge line from the FOG Interceptor shall be directly connected to the municipal sanitary sewer.
- (14) The FOG Interceptor shall have a minimum liquid depth of thirty-six (36) inches.
- (15) Separate clean-outs shall be provided on the inlet and outlet piping.
- (16) The FOG Interceptor shall have separate manholes with extensions to grade, above the inlet and outlet piping. FOG Interceptors installed in areas subject to traffic shall have manhole extensions to grade with ductile iron frames and round manhole covers. The word "SEWER" shall be cast into the manholes

covers. FOG Interceptors installed outside areas subject to traffic may have concrete risers with lids either having a minimum weight of 59 lbs or shall be provided with a lock system to prevent unauthorized entrance. All manholes and extensions to grade providing accesses to the FOG Interceptor shall be at least seventeen (17) inches in diameter.

(17) Inlet and outlet piping shall have a minimum diameter of four (4) inches and be constructed of schedule 40 PVC meeting ASTM 1785 with solvent weld couplings.

(18) The inlet and outlet shall each utilize a tee-pipe on the interior of the FOG Interceptor. No caps or plugs shall be installed on the tee-pipes. The inlet and outlet shall be located at the centerline of the FOG Interceptor and at least twelve (12) inches above the maximum ground water elevation. The inlet tee shall extend to within 12 inches of the bottom of the FOG Interceptor. The inlet invert elevation shall be at least three (3) inches above the invert elevation of the outlet but not greater than four (4) inches. The outlet tee-pipe shall extend no closer than twelve (12) inches from the bottom of the FOG Interceptor and the diameter of this tee-pipe shall be a minimum of four (4) inches.

(19) The diameter of the outlet discharge line shall be at least the size of the inlet pipe and in no event less than four (4) inches.

(20) When necessary due to installation concerns, testing for leakage will be performed using either a vacuum test or water-pressure test.

(1) Vacuum Test - Seal the empty tank and apply a vacuum to two (2) inches of mercury. The tank is approved if 90 percent of the vacuum is held for two (2) minutes.

(2) Water-Pressure Test - Seal the tank, fill with water, and let stand for twenty-four (24) hours. Refill the tank. The tank is approved if the water level is held for one (1) hour.

#### Section 6. Alternate FOG Pretreatment System.

- A. When it is not practical for the Food Preparation Establishment to install an outdoor in-ground FOG Interceptor per {Section 5}, an Alternate FOG Pretreatment System may be utilized upon approval by the {Agency} and upon receiving a "Notification of Approved Alternative FOG Pretreatment System." Approval of the system shall be based on demonstrated (proven) removal efficiencies and reliability of operation.

The {Agency} will approve these systems on a case-by-case basis. The Contact Person may be required to furnish the manufacturer's analytical data demonstrating that FOG discharge concentrations do not exceed the limits established in this ordinance.

B. Alternate FOG Pretreatment Systems shall consist of a FOG Recovery Unit meeting the requirements of {Paragraph D below}, unless there are special circumstances that preclude such installation, as approved by the {Agency}, and in accordance with {Paragraph E}.

C. Alternate FOG Pretreatment Systems shall meet the requirements of {Section 5, A through E}, and {Section 5 F. (2) and (3)} and shall be installed immediately downstream of each of the fixtures and drains listed in {Section 5 F. (1)}.

D. Alternate FOG Pretreatment System Requirements.

(1) FOG Recovery Units shall be sized to properly pretreat the measured or calculated flows using methods approved by the {Agency}.

(2) FOG Recovery Units shall be constructed of corrosion-resistant material such as stainless steel or plastic.

(3) Solids shall be intercepted and separated from the effluent flow using a strainer mechanism that is integral to the unit.

(4) FOG Recovery Units shall operate using a skimming device, automatic draw-off, or other mechanical means to automatically remove separated FOG. This skimming device shall be controlled using a timer, FOG sensor, or other means of automatic operation. FOG Recovery Units operated by timer shall be set to operate no less than once per day.

(5) FOG Recovery Units shall be included with an internal or external flow control device.

(6) FOG Recovery Units shall be located to permit frequent access for maintenance, and inspection.

E. Other Alternate FOG Pretreatment System

(1) Other Alternate FOG Pretreatment Systems that do not meet the requirements of {Section 5 F or Section 6 D}, may be considered for approval by the {Agency} on a case-by-case basis. The application shall include:

- (a) Documented evidence that the Alternate FOG Pretreatment System will not discharge FOG concentrations that exceed the discharge limits per {Section 4}.
  - (b) Plans and specifications for the proposed system including plans and profile of system installation, manufacturer's literature, documentation of performance and any other information detailing the alternate system.
  - (c) A written Operation and Maintenance Plan, which shall include the schedule for cleaning and maintenance, copies of maintenance log forms, a list of spare parts to be maintained at the subject facility, and a list of contacts for the manufacturer and supplier. Following receipt of written Notification of Approved Alternate FOG Pretreatment System from the {Agency}, the Operation and Maintenance Plan shall be maintained on the premises. The plan shall be made available for inspection on demand by the {Agent}.
  - (d) A written FOG Minimization Plan, which shall include procedures for all Food Preparation Establishment employees to minimize FOG entering the wastewater collection system.
  - (e) Description of a FOG Pretreatment Training Program for Food Preparation Establishment employees in minimization procedures.
- (2) A Notification of Approved Alternate FOG Pretreatment System may be granted for a duration not to exceed three (3) years, with extensions, when demonstrated to the satisfaction of the {Agency} that the Alternate FOG Pretreatment System, Operation and Maintenance Plan, FOG Minimization Plan and FOG Pretreatment Training Program are adequate to maintain the FOG concentration in the wastewater discharge below the limits set in {Section 4}.

#### Section 7. Pretreatment Equipment Maintenance

- A. The FOG Pretreatment System shall be maintained continuously in satisfactory and effective operation, at the Food Preparation Establishment's expense.
- B. The Contact Person shall be responsible for the proper removal and disposal, by appropriate means, of the collected material removed from the FOG Pretreatment System.
- C. A record of all FOG Pretreatment System maintenance activities shall be maintained on the premises for a minimum of five (5) years.

- D. The Contact Person shall ensure that the FOG Interceptor is inspected when pumped to ensure that all fittings and fixtures inside the interceptor are in good condition and functioning properly. The depth of grease inside the tank shall be measured and recorded in the maintenance log during every inspection along with any deficiencies, and the identity of the inspector.
- E. The Contact Person shall determine the frequency at which its FOG Interceptor(s) shall be pumped according to the following criteria:
- (1) The FOG Interceptor shall be completely cleaned by a licensed waste hauler when 25% of the operating depth of the FOG Interceptor is occupied by grease and settled solids, or a minimum of once every three (3) months, whichever is more frequent.
  - (2) If the Contact Person can provide data demonstrating that less frequent cleaning of the FOG Interceptor will not result in a grease level in excess of 25% of the operating depth of the FOG Interceptor, the {Agency} may allow less frequent cleaning. The Contact Person shall provide data including pumping receipts for four (4) consecutive cleanings of the FOG Interceptor, complete with a report from the FOG hauler indicating the grease level at each cleaning, and the FOG Interceptor maintenance log.
  - (3) A maintenance log shall be maintained on the premises, and shall include the following information: dates of all activities, volume pumped, grease depth, hauler's name, location of the waste disposal, means of disposal for all material removed from the FOG Interceptor, and the name of the individual recording the information. The maintenance log and waste hauler's receipts shall be made available to the {Agent} for inspection on demand. Interceptor cleaning and inspection records shall be maintained on file a minimum of five (5) years.
- F. All removal and hauling of the collected materials must be performed by State approved waste disposal firms. Pumped material shall be disposed of at a Regional FOG Disposal Facility. Pumping shall include the complete removal of all contents, including floating materials, wastewater and settled sludge. Decanting back into the FOG Interceptor shall not be permitted. FOG Interceptor cleaning shall include scraping excessive solids from the wall, floors, baffles and all piping.
- G. The Contact Person shall be responsible for the cost and scheduling of all installation and maintenance of FOG Pretreatment System components. Installation and maintenance required by the {Agent} shall be completed within the time limits as given below:



Violation	Days from inspection to Correct Violation
Equipment not registered	30 days
Installation violations (outdoor and indoor)	90 days
Operational violations	30 days

Section 8. FOG Minimization.

- A. The Contact Person shall make every practical effort to reduce the amount of FOG contributed to the sewer system.
- B. Renderable fats, oils, and grease shall not be disposed of, in any sewer or FOG Interceptor. All renderable fats, oils, and grease shall be stored in a separate, covered, leak-proof, Renderable FOG Container, stored out of reach of vermin, and collected by a renderer.
- C. Small quantities of FOG scraped or removed from pots, pans, dishes and utensils shall be directed to the municipal solid waste stream for disposal.