



Knoxville Utilities Board

Rules and Regulations for the Wastewater Division (EPA Approved DRAFT 10-15-2004)

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## Section I. Purpose

It is the intent of the *Knoxville Utilities Board* (“*KUB*”) that these *Rules and Regulations* promote the following principles:

1. Assure the efficient use, administration, operation, enlargement, extension, and preservation of *KUB’s wastewater division*.
2. Assure *KUB’s* compliance with all applicable federal, state, and local statutes, regulations, ordinances and with any other requirements of orders, consent decrees, and/or mandates established by the *Environmental Protection Agency (EPA)* or the Tennessee Department of Environment and Conservation (TDEC), including permits for authorization to discharge under the *National Pollutant Discharge Elimination System (NPDES)*; and its *customer’s* compliance with these *Rules and Regulations*, *Rate Schedules* for *wastewater* service passed by the *Board* and rules of procedure established by *KUB* to implement these *Rules and Regulations*;
3. Promote fair, reasonable, and uniform treatment of *customers* in the same *rate* class of *KUB’s wastewater division*.
4. Protect our environment through the professional management of our *wastewater system* and maintain public confidence in *KUB’s wastewater division*.
5. Encourage economic development by promoting extensions of the *wastewater system*.
6. Simplify, clarify, and modernize the policies governing the operation of *KUB’s wastewater division*.
7. Assure that the *wastewater* operating practices are as uniform as possible.
8. Promote the continued evolution and development of *wastewater* operating guidelines and practices.

## Section II. Scope

These *Rules and Regulations*, and all amendments hereto, and the regularly established *wastewater Rate Schedules* are hereby made a part of and enforceable through all contracts, actual and implied, for receiving *wastewater* service from *KUB* and apply to all *wastewater* service received by *customers*, whether the service is based upon contract, agreement, signed application, or otherwise.

These *Rules and Regulations* apply to the application, implementation, and operation of *KUB’s wastewater system*, the provision of *wastewater* service to *KUB’s customers*, and the enforcement of federal, state, and local laws and regulations addressing compliance.

1. **Authority.** Subject to the limitations set forth in the Charter, these *Rules and Regulations*, applicable *Rate Schedules* and any other official Board action or resolution, the President and CEO, and his/her designees, has all rights, powers, duties and authorities to implement, and enforce these *Rules and Regulations*.

2. ***Rules and Regulations Oversight Committee.*** The *Rules and Regulations Oversight Committee* shall consist of the *Chief Operating Officer (COO)*, the vice president and/or director responsible for the plants and *collection system* of *KUB's wastewater system* . The *Rules and Regulations Oversight Committee* will provide oversight of the implementation, enforcement and administration of the *Rules and Regulations* and assure that the purposes set forth in the *Rules and Regulations* are adhered to as well as assuring that operating requirements for *KUB's wastewater system* are met according to the requirements established by federal, state, and local laws, regulations, orders or consent decrees. The *Rules and Regulations Oversight Committee* is responsible for recommending changes to the *Rules and Regulations* to the President and CEO. Any amendments or changes to these *Rules and Regulations* are subject to the approval of the President and CEO and adoption by the Board of Commissioners of KUB in accordance with the Board's procedures.
3. ***Access to Customer's Premises.*** *KUB* shall be granted access to the *customer's premises* at all times for the purpose of reading meters, for testing, inspecting, repairing, and replacing all equipment belonging to *KUB*, and for inspecting the *customer's wastewater facilities*, including but not limited to *private service laterals*, grinder pumps, private *wastewater facilities*, etc., and the *customer's premises* in order to determine that *KUB's Rules and Regulations* and/or rules of procedure implementing the *Rules and Regulations*, are being complied with and to ensure compliance with applicable federal, state, and local law(s) and regulation(s).
4. ***Customer's Responsibility for KUB's Property.*** All meters, service *connections*, and other equipment deemed to be owned by *KUB* shall be and remain the property of *KUB*. The *customer* shall provide a space for and exercise proper care to protect *KUB's* property on the *customer's premises*; and in the event of loss or damage to *KUB's* property, arising from neglect of *customer* to care for said property, the cost of necessary repairs or replacements shall be paid by the *customer*.
5. ***Customer's Responsibility for Compliance with Rules and Regulations.*** Every *customer* shall comply with these *Rules and Regulations*, *Rate Schedules* for *wastewater service* passed by the Board, and rules of procedure established by *KUB* to implement these *Rules and Regulations*.
6. ***Interpretation.*** It is the intent of *KUB* that these *Rules and Regulations* be liberally interpreted.
7. ***Conflict.*** In case of a conflict between any provision of any *KUB Rate Schedule* and these *Rules and Regulations*, the applicable *KUB Rate Schedule* shall apply.

8. **Severability Section.** If any clause, sentence, paragraph, section or part of these *Rules and Regulations* or any applicable *wastewater Rate Schedule* shall be declared invalid or unconstitutional, it shall not affect the validity of the remaining parts of these *Rules and Regulations* or the applicable *KUB Rate Schedule*.

### Section III. Definitions

For the purpose of these *Rules and Regulations*, and unless the context specifically indicates otherwise, the following terms shall have the meaning ascribed:

1. *Act or the act or CWA*, shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act as it may be amended, 33 U.S.C. 1251, et seq.
2. *Basic frontage* shall mean a frontage of one hundred (100) feet measured at the building line.
3. *B.O.D. (Biochemical oxygen demand)* shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five (5) days at twenty (20) degrees Celsius (sixty-eight (68) degrees Fahrenheit), expressed in milligrams per liter.
4. *Categorical pretreatment standard or categorical standard* shall mean any regulation containing *pollutant* discharge limits promulgated by *EPA* in accordance with sections 307(b) and (c) of the CWA which apply to specific category of users and which appear in 40 CFR Chapter 1, Subchapter N, Parts 405-471, as may be amended.
5. *C.O.D. (chemical oxygen demand)* shall mean the quantity of oxygen utilized in the rapid oxidation of organic matter by a strong chemical oxidant in accordance with "*Standard Methods*," expressed in milligrams per liter.
6. *Chlorine demand* shall mean the amount of chlorine required to produce a free chlorine residual of 0.1 mg/l after thirty (30) minutes contact time, expressed in milligrams per liter.
7. *City* shall mean the City of Knoxville, Tennessee.
8. *Color* shall be measured by a Nessler tube colorimeter utilizing a standard platinum cobalt color wheel for the determination of *color* in water.
9. *Collection system* shall mean *sewers*, force mains, pump stations and other equipment for the conveyance of *wastewater* to the *treatment* works.
10. *Commercial and industrial use* shall mean all uses with the exception of *domestic use* as defined in these *Rules and Regulations*.

11. *Compatible waste* shall mean biochemical oxygen demand, *suspended solids*, *pH* and fecal coliform bacteria; plus any additional *pollutants* identified in a *publicly-owned treatment works NPDES permit*, for which the *publicly-owned treatment works* is designed to treat such *pollutants* and in fact does treat such *pollutants* to a substantial degree.
12. *Connection* shall mean any physical tie or hookup made to the *KUB wastewater system*.
13. *Connection charge* shall mean that charge levied to defray the expenditure required to process the application, inspect the *connection* and approve the discharge permit.
14. *Cooling water* shall mean the water used for heat exchange and discharged from any system of condensation, air conditioning, cooling, refrigeration, or other such system, but which has not been in direct contact with any polluting material.
15. *Customer* shall mean any *person* who receives *wastewater* service from *KUB* under either an express or implied contract requiring such *person* to pay *KUB* for such service. The term shall also include illicit users of *wastewater* service from *KUB*.
16. *Chief Operating Officer or COO* shall mean the Senior Vice President and *Chief Operating Officer* of the *Knoxville Utilities Board*. The *COO*, subject to the supervision of the President and CEO, shall administer, implement, and enforce the provisions of these *Rules and Regulations*.
17. *Domestic use of the facilities of the wastewater system* shall be defined and limited to single-family, multifamily, apartment or other *dwelling unit* or *dwelling unit equivalent* containing sanitary facilities for disposal of domestic *wastewater* and used for residential purposes only.
18. *Dwelling unit* shall mean any structure occupied by one or more *persons* of a single family for residential purposes. Apartment buildings and other structures occupied by more than one family shall be considered multiple *dwelling units*.
19. *Dwelling unit equivalent* is that daily *wastewater* flow volume equal to the daily *wastewater* flow volume of one single-family *dwelling unit* which, for the purposes intended in these regulations, is established at one hundred sixty seven (167) gallons per day or two hundred fifty (250) gallons per day with peaking factor.
20. *Environmental Protection Agency* or *EPA*, means an agency of the United States or, where appropriate, the term may also be used as a designation for the administrator or duly authorized official of said agency.

21. *Extra strength wastewater* shall be defined as any *wastewater* that has any characteristic or combination of characteristics exceeding the characteristics of *normal domestic wastewater* and that requires effort or expenditure over and above that required for *treatment* of *normal domestic wastewater*.
22. *Fee* is any charge for a good or service that is: (1) infrequent in nature, (2) generally not consumption based, and (3) set at the discretion of management of *KUB* via authorization of the Board of Commissioners.
23. *Floating oil and grease* is oil, fat or grease in a physical state such that it will separate by gravity from *wastewater* by *treatment* in an approved *pretreatment* facility. *Wastewater* shall be considered free of floatable oil and grease if it is properly pretreated and does not interfere with the *wastewater system*.
24. *Food processing industry* means any commercial user whose primary business is the preparation of food products. Users are identified as having *SIC* Codes in the range of 2011-2099, including but not limited to baking products, canned products, dairy products, grain mill products, sugar and confectionary products and meat products.
25. *Food service facility* or *FSF* means any restaurant, eatery, food caterer, cafeteria, or other institution processing and serving food.
26. *Grab sample* is an individual sample collected over a period of time not exceeding fifteen (15) minutes.
27. *Grease and oil* shall mean the group of substances with similar physical characteristics, which includes fatty acids, soaps, fats, waxes, oil and any other material solvent extracted and not volatilized during evaporation of the solvent.
28. *Incompatible waste* shall mean all *pollutants* other than compatible as defined within.
29. *Industrial user (IU)* shall mean a source of discharge of *industrial wastewater* into the *treatment* works that does not constitute a "discharge of *pollutants*" under regulations issued pursuant to Section 402, of the *Act*.
30. *Industrial wastewater* is the solid, liquid and gaseous wastes, other than domestic *wastewater*, resulting from processes or operations employed in industrial or commercial establishments.
31. *Infiltration* means groundwater and surface water which leaks into the *wastewater system* through cracked pipes, joints, manholes, *private service laterals* or other openings.

32. *Inflow* means water that flows into the *wastewater system* from the surface, streams, roof drains, down spouts, *private service laterals* or other sources.
33. *Influent* means the *wastewaters* arriving at the *treatment plants*.
34. *Interference* shall mean inhibition or disruption of the *POTW*, *treatment* processes or operations, or sludge processes, use or disposal:
- A. which is a cause of or significantly contributes to a violation of any requirement of *KUB's NPDES permit* (including an increase in the magnitude or duration of a violation); or
  - B. which causes or significantly contributes to an increase in the discharge of *pollutants* above normal conditions or an increase in the cost of operation of the *treatment plants* above normal conditions; or
  - C. which causes or significantly contributes to the prevention of sludge use or disposal by *KUB*. An *industrial user* significantly contributes to such *interference* or prevention of sludge use or disposal whenever such user:
    - i. discharges a daily *pollutant* load in excess of that permitted by the provisions of these *Rules and Regulations* or by federal or state law and regulations;
    - ii. discharges *wastewater* which substantially differs in nature or constituents from the user's average discharge; or
    - iii. knows or has reason to know that the user's discharge, along or in conjunction with discharge from other sources, would result in a *NPDES permit* violation by *KUB* or would prevent sludge use or disposal.
35. *Knoxville Utilities Board*, or *KUB*, or the *Board* shall mean the *Knoxville Utilities Board* of the City of Knoxville, Tennessee, or, as the context requires, the management of *KUB*.
36. *Meeting* means an informal compliance meeting with the industrial, domestic or commercial user to resolve recurring noncompliance
37. *Maintenance, operations and management (MOM) program* means the program for the efficient and proper operation and maintenance of the *wastewater collection system* and includes, but is not limited to, a *collection system* operations plan, a *grease* management plan, a maintenance management plan and a training program for appropriate personnel of the *wastewater division* of *KUB*.

38. *Natural outlet* shall mean any outlet, including *storm sewer* overflows, into a water-course pond, ditch, lake or other body of surface or groundwater.
39. *National pretreatment standards or pretreatment standards* shall mean any regulation containing *pollutant* discharge limits promulgated by the *EPA* in accordance with Section 307 (b) and (c) of the *Act* (33 U.S.C. 1347) which applies to *industrial users*.
40. *National pollutant discharge elimination system or NPDES permit* shall mean a permit issued to a *POTW* pursuant to Section 402 of the *Act*.
41. *New Source* means any building, structure, facility or installation from which there is or may be a discharge of *pollutants*, the construction of which commenced after the publication of proposed *Pretreatment Standards* under section 307(c) of the *Act* which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
- A. The building, structure, facility or installation is constructed at a site at which no other source is located; or
  - B. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of *pollutants* at an existing source; or
  - C. The production or *wastewater* generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity, as the existing source should be considered.
    - i. Construction on a site at which an existing source is located results in a modification rather than a *new source* if the construction does not create a new building, structure, facility or installation meeting the criteria of this section but otherwise alters, replaces, or adds to existing process or production equipment.
    - ii. Construction of a *new source* as defined under this paragraph has commenced if the owner or operator has:
      - a. Begun, or caused to begin as part of a continuous onsite construction program:



1. Any placement, assembly, or installation of facilities or equipment; or
  2. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of *new source* facilities or equipment; or
- b. Entered into a binding contractual obligation for the purchase of facilities or equipment, which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.
42. *Normal domestic wastewater* shall be regarded as "normal" for Knoxville. *Normal domestic wastewater* shall contain a daily average of not more than two thousand five hundred (2,500) pounds (three hundred (300) milligrams per liter) of *suspended solids*; not more than two thousand (2,000) pounds (two hundred forty (240) milligrams per liter) of *B.O.D.*; and not more than four hundred seventeen (417) pounds (fifty (50) milligrams per liter) of *grease and oil*, each, per million gallons.
43. *NOV* means notice of violation.
44. *NONC* means notice of non-compliance.
45. *Pass through* means a discharge which exits the *treatment plant* through the permitted discharge point into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of *KUB's NPDES permit* (including an increase in the magnitude or duration of a violation).
46. *PC* means *Pretreatment* Coordinator.
47. *Person* shall mean any individual, partnership, co-partnership, firm, company, association, society, corporation, joint stock company, trust, estate, governmental entity, or any other legal entity, or its legal representatives, agents, or assigns using the *wastewater system*. This definition includes all federal, state and local governmental entities and shall also include illicit users of *wastewater* service from *KUB*.

48. *pH* shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution. A stabilized *pH* will be considered as a *pH* which does not change beyond the specified limits of 5.5 to 9.5 when the waste is subjected to aeration.
49. *Plumbing inspector* shall mean the *plumbing inspector* of the City of Knoxville and the like official for Knox County.
50. *Pollutant* means any dredged material, spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, or agricultural waste discharge into water.
51. *Premise* shall mean any structure or group of structures operated as a single business or enterprise; provided, however, the term "*premise*" shall not include more than one *dwelling unit*.
52. *Pretreatment* or *treatment* shall mean the reduction of the amount of *pollutants*, the elimination of *pollutants*, or the alteration of the nature of *pollutant* properties and *wastewater* to a less harmful state prior to or in lieu of discharging or otherwise introducing such *pollutants* into the *POTW*. The reduction and alteration can be obtained by physical, chemical or biological process, process changes or by other means, except as prohibited by 40 CFR Section 403.6(d).
53. *Private Service Lateral* means that portion of a sanitary sewer pipe, including that portion in the public right of way, that extends from KUB's *wastewater* main to the single-family, multi-family, apartment or other *dwelling unit*, or other structure to which *wastewater* service has been provided. *Private service lateral* does not include connector joints that have been installed by KUB.
54. *Properly shredded garbage* shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in the *POTW*, with no particle greater than one-half (1/2) inch in any dimension.
55. *Publicly-owned treatment works* or *POTW* means a treatment works as defined by section 212 of the CWA (33 U.S.C. § 1292), including any devices or systems designed, intended, or used in the collection, storage, *treatment*, recycling and reclamation of *wastewater*.

56. *Rate* is any charge for a good or service in which *KUB* receives monetary exchange for said good or service that is: (1) generally associated with utility usage service, (2) routine, and (3) approved by the *Board*.
57. *Rules and Regulations* means the rules and regulations and programs associated therewith adopted by the *Board* governing the operation and use of *KUB's wastewater system*.
58. *Sanitary sewer* is a pipe or conduit intended to receive domestic *wastewater* and industrial waste, without the admixture of surface water and storm water.
59. *Sanitary wastewater* shall mean *wastewater* discharging from the sanitary conveniences of dwellings, including apartment houses and hotels, office buildings, factories or institutions, and shall be free from storm, ground, surface and other forms of *unpolluted water*.
60. *SAR* means Semi-Annual Report to the State from *KUB*.
61. *Sewer* shall mean a pipe or conduit for carrying *wastewater*.
62. *Sewer improvement charge* shall mean the amount charged to the owner or occupant of each occupied lot or parcel of land which is furnished access to *wastewater* lines to finance and amortize construction of the *wastewater system* extension.
63. *Sewer service charge and wastewater service charge* shall be synonymous and shall mean the amount charged to the *customer* for operation, maintenance and capital improvements for the *wastewater system*.
64. *Significant Industrial User*.
- A. Except as provided in paragraph B. of this section, the term *Significant Industrial User* means:
- i. All *industrial users* subject to *categorical pretreatment standards* under 40 CFR 403.6 and 40 CFR chapter I, subchapter N; and
  - ii. Any other *industrial user* that: discharges an average of 25,000 gallons per day or more of process *wastewater* to the *POTW* (excluding sanitary, noncontact cooling and boiler blow down *wastewater*); contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the *treatment plant*; or is designated as such by the Control Authority as defined in 40 CFR 403.12(a) on the basis that the *industrial user* has a reasonable potential for adversely

affecting the *POTW's* operation or for violating any *pretreatment standard* or requirement (in accordance with 40 CFR 403.8(f)(6)).

- B. Upon a finding that an *industrial user* meeting the criteria in paragraph (ii) of this section has no reasonable potential for adversely affecting the *POTW's* operation or for violating any *pretreatment standard* or requirement, *KUB* may at any time, on its own initiative or in response to a petition received from an *industrial user*, and in accordance with 40 CFR 403.8(f)(6), determine that such *industrial user* is not a *significant industrial user*.
65. *Show Cause Order* means an *Administrative Order* that calls for a formal meeting requiring the *industrial user*, *commercial user*, or *domestic customer* to appear and demonstrate why *KUB* should not take an appropriate enforcement action against the *person*. The meeting may also serve as a forum to discuss corrective actions and compliance schedules.
66. *Significant Non-Compliance* or *SNC* means: An *industrial user* or *commercial user* is in *significant non-compliance* if its violation meets one or more of the criteria set forth in *KUB's Pretreatment Program* (Appendix A) and in accordance with 40 CFR 403.8(f)(2)(vii).
67. *Slug* shall mean any discharge of water or *wastewater* which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than four (4) times the average twenty-four-hour concentration of flows during normal operation and shall adversely affect the *POTW* and/or performance of the *treatment plants*.
68. *SRH* means Service Renewal Hearing. A meeting with the *customer* to determine whether service may be restored.
69. *Standard industrial classification* or *SIC* shall mean a classification pursuant to the National Industrial Classification Manual issued by the Executive of the President, Office of Management and Budget, 1972.
70. *Standard Methods* shall mean Standard Methods for the Examination of Water and *Wastewater*, latest edition, published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.
71. *Storm sewer* or *storm drain* shall mean a pipe, downspout or conduit, ditch or canal which carries storm and surface waters and drainage, *cooling water* or other water, but excludes *wastewater*.
72. *Submission* means:

- A. A request by *KUB* for approval of a *Pretreatment* Program to the *EPA* or TDEC;
  - B. A request by *KUB* to the *EPA* or TDEC for authority to revise the discharge limits in *categorical Pretreatment Standards* to reflect *KUB* *pollutant* removals; or
  - C. A request by *KUB* to the *EPA* by the State for approval of its State *pretreatment* program.
73. *Suspended solids* shall mean solids that either float on the surface of or are in suspension in *wastewater*, and which are removable by laboratory filtering.
74. *TBI* means Tennessee Bureau of Investigation.
75. *Toxic pollutant* shall mean any *pollutant* or combination of *pollutants* listed as toxic and which is under regulation promulgated by the administrator or the *Environmental Protection Agency* under the provision of 33 U.S.C. 1317, Section 307.
76. *Treatment plant* means that portion of the *POTW*, which is designed to provide *treatment* (including recycling and reclamation of municipal sewage and industrial waste).
77. *Twenty-four-hour flow proportional composite sample* shall mean a sample consisting of several effluent portions collected during a twenty-four-hour period in which the portions of sample are proportionate to the flow and combined to form a representative sample.
78. *Unpolluted water* is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the *wastewater system*.
79. *User* shall mean any occupied property or *premise* having a *connection* to the *wastewater system* or having access thereto. The term shall include illicit users of *wastewater* service from *KUB*.
80. *Wastewater* shall mean the water-carried wastes from residences, business and commercial buildings, institutions and industrial establishments, singular or in any combination together with such unintended ground, surface and storm water as may be present.
81. *Wastewater system* shall mean all facilities for collecting, pumping, treating and disposing of *wastewater* and sludge.

82. *Wastewater Division or Division* shall mean the part of the *KUB* system having charge of the *wastewater system*.
83. *Water Management Division Director* means one of the Directors of the Water Management Divisions within the Regional offices of the *EPA* or this person's delegated representative.

Wherever the context shall admit or require, words used herein in the singular shall include the plural, words used in the plural shall include the singular, words used in the masculine shall include the feminine, and words used in the feminine shall include the masculine.

#### **Section IV. Initiation of Wastewater Service**

1. **Domestic use.** A formal request for either original or additional service must be made to *KUB* by the *customer* or *user* and be duly approved by *KUB* before *connection* to the *wastewater system* is made. The receipt by *KUB* of a prospective *customer's* request for service shall not obligate *KUB* to render the service. If the service requested would cause *KUB* to exceed its capacity to collect, transport or treat the *customer's wastewater*, or such service cannot be supplied in accordance with *KUB's Rules and Regulations* and general practice, the *customer* shall not be charged the *connection charge* and there shall be no liability on the part of *KUB* to the requestor for the refusal of such service.

**2.. Commercial and industrial use; Pretreatment Program; and Grease Control Program** A formal request for either original or additional service must be made to *KUB* and be duly approved before *connection* is made. The request shall be in the prescribed form according to the *Pretreatment Program*, which program is attached hereto as Appendix A and is incorporated in its entirety into the *Rules and Regulations* by reference. The receipt by *KUB* of a prospective *customer's* request for service shall not obligate *KUB* to render the service. If the service requested would cause *KUB* to exceed its capacity to collect, transport or treat the *customer's wastewater*, or such service cannot be supplied in accordance with *KUB's Rules and Regulations* and general practice, the *customer's* request for services will be denied by *KUB* and, in such event, the *customer* shall not be charged the *connection charge* and there shall be no liability of *KUB* to the requestor for refusal of such service. All *food service facilities* whose requests are accepted by *KUB* shall comply with the provisions of the *Grease Control Program* attached hereto as Appendix B and which Program is incorporated into these *Rules and Regulations* by reference.

3. **Receipt of Wastewater via Intergovernmental agreements.** At *KUB's* sole discretion, *KUB* may receive, treat and dispose of the *wastewater* of municipalities and unincorporated areas in the metropolitan area of service. Any

*person* owning or controlling *premises* located beyond the current *KUB wastewater collection system* desiring to install a plumbing system for the purpose of discharging domestic *wastewater* and/or industrial waste into the *wastewater system* of *KUB* must comply with all applicable federal, state and local laws, ordinances, regulations and *KUB's Rules and Regulations*. *KUB* may enter into an agreement with said municipalities and unincorporated areas at *KUB's* sole discretion. There shall be no liability on the part of *KUB* to the requestor for refusal of such service.

**4. Private wastewater collection systems.** At *KUB's* sole discretion, *KUB* may receive, treat and dispose of the wastewater of private wastewater collection systems within or without the current *KUB wastewater system* area of service. Any *person* owning or controlling *premises* either within or without the current *KUB wastewater system* area of service desiring to install a plumbing system for the purpose of discharging domestic *wastewater*, commercial and/or industrial waste into the *wastewater system* of *KUB* must comply with all applicable federal, state and local laws, ordinances, regulations and *KUB's Rules and Regulations*. *KUB* may enter into an agreement with said owners at *KUB's* sole discretion. There shall be no liability on the part of *KUB* to the requestor for refusal of such service.

## **Section V. Connection to Wastewater System**

1. **Availability.** *Wastewater* service shall be deemed available if: (1) The property is improved with structures; (2) occupied structures are within 300 linear feet of the *wastewater system*; (3) the *wastewater system* contains sufficient capacity to allow for the collection, transportation and treatment of the added *wastewater* volume; and (4) either *wastewater* mains of sufficient depth to allow gravity flow from the main floor are adjacent to any property line or a pressurized wastewater *private service lateral connection* to the *wastewater* main is provided at the property line.
2. **Connections; inspection and rehabilitation of *private service laterals*.**
  - A. All *connections* to *KUB* *wastewater* mains are to be made in accordance with all applicable *KUB* standards and specifications. All costs and expenses incident to the installation, *connection* and inspection of the *private service lateral* shall be borne by the owner. If for any reason a *connection* cannot be made in accordance with *KUB* standards and specifications, exceptions may be approved by *KUB*, at its sole discretion.
  - B. The *Plumbing Inspector for the City* for *connections* within the *City* and the appropriate regulatory authority for the area of *connection* outside the *City* must inspect and approve the *wastewater* service *connection* and all *private service laterals* before any underground portion is covered and/or placed in service.

- C. Whenever it comes to KUB's attention that a *private service lateral* may contain defects and or improper connections that (1) are potential sources to the *wastewater system* of extraneous ground or surface water infiltration and inflow ("I/I") that may cause or contribute to wet weather overflows in the *wastewater system*, (2) allow for the possible exfiltration of *wastewater* onto or below the surface of the ground that could then enter the *City's* municipal separate storm sewer system, or (3) allow roots/debris to enter the *wastewater system* through cracks, holes or poorly sealed joints thus restricting flow and leading to possible dry weather or wet weather overflows in the *wastewater system* reflecting that there has been a failure on the part of the property owner or user to maintain the *private service lateral*, in accordance with KUB's standards and specifications and the Standard Plumbing Code of the *City* in violation of these *Rules and Regulations*, written notice shall be given by KUB to such owner or *user*, or his duly authorized agent, of such failure. The notice, with a copy to the *City's* Plumbing Inspector, will provide, to the extent such information is available, (i) details concerning lateral age, material, and construction standards, (ii) photos of smoke in vicinity of the *private service lateral*, (iii) mainline CCTV images of dyed water discharging from the *private service lateral*, (iv) CCTV photos of the interior of the *private service lateral* and (iv) written description of dye testing procedures used to identify cross connections or illicit discharges.

Such notice may be given either by personal service on the owner or *user*, or his duly authorized agent, or by certified letter addressed to the last known place of residence of such owner or *user*, or his duly authorized agent; and proof of the mailing of such letter shall satisfy that the notice requirement has been accomplished.

In the case of nonresident or unknown owners, service of the notice may be made by publication in a daily newspaper, published in the *City* or in a newspaper of general circulation within the service area, for a period of three (3) days. Upon completion of such publication, the notice requirement will be satisfied.

The notice in each case shall specify what is required of the owner or *user* with respect to the *private service lateral*, in order to bring same into compliance with the standards, specifications, the Code and these *Rules and Regulations*. The notice shall advise the owner or *user* that a plumbing permit must be obtained and the repair work completed by no later than one hundred twenty (120) days of the date of service of the notice, or, the owner or *user* must initiate an appeal in accordance with the appeals process set forth in these *Rules and Regulations*. If the owner or *user* fails to complete the work in the specified time or timely appeal such requirement, then the owner or *user* may be subject to a finding of



violation by *KUB* and be subject to enforcement in accordance with the provisions of these *Rules and Regulations*, which may include, at *KUB*'s sole discretion, termination by *KUB* of water and/or *wastewater* services.

- D. *Private service laterals* that have been previously used but have been abandoned may be used in connection with new buildings only when approved by *KUB*. Abandoned *private service laterals* must be discontinued according to the standards and specifications of *KUB*.
- E. *KUB* may, at its sole discretion, inspect *private service laterals* to ensure proper operation and condition of such *private service laterals* in order to protect the *wastewater system*.
- F. Each individual property owner shall be entirely responsible for the maintenance, including repair and rehabilitation, of the *private service lateral* in accordance with *KUB*'s standards and specifications and these *Rules and Regulations*, and the most recent Standard Plumbing Code, as modified and adopted by the *City* or the appropriate regulatory authority for the area of *connection* outside of the *City*.

### **3. Prohibited connections**

- A. A *connection* which discharges any substance or solution which is not intended to be transported via the *wastewater system* is prohibited. In addition to the prohibitions contained in the Pretreatment Program (Appendix A), prohibited substances and solutions include, but are not limited to, storm water surface water, groundwater, roof run-off, subsurface drainage, *unpolluted water*, *cooling water*, and *grease*. *Connections* which discharge prohibited substances into *KUB*'s *wastewater system* include, but are not limited to, *storm sewers*, *storm drains*, downspouts, leaking *private service laterals* or similar *connections*.
- B. The *person* who is discharging or causing to be discharged any prohibited substance or solution shall stop such discharge or bring the discharge into compliance with all applicable federal, state and local laws and *KUB*'s standards and specifications and the *Rules and Regulations*.

### **4. Required connections**

Any owner, tenant or occupant of a lot or parcel of land upon which a building exists for residential, commercial or industrial use, shall be required to make a direct connection of such building to the *wastewater system*, provided *wastewater* service is available as defined under Section V. (1.). Where *wastewater* service is available, it will be presumed that the required connection has been made and the

owner, tenant or occupant will be billed for *wastewater* service. In the event KUB has knowledge that any such building is not connected to the *wastewater system*, KUB reserves the right, in accordance with Tennessee state law (T.C.A. 7-35-201), and in addition to any other right or remedy it may have, to (a) refuse water service to such owner, tenant or occupant until such building is connected to the *wastewater system* or (b) discontinue water service to such owner, tenant or occupant failing to connect such building to the *wastewater system* within the time specified in the notice from KUB of the requirement to connect, but in no event later than one hundred eighty days (180) days from the receipt of such notice from KUB.

## **Section VI. Interruption of Wastewater Service**

*KUB* shall not be liable for any damage resulting from failure of any *wastewater system* component, or by discontinuing the operation of its *wastewater* collection, *treatment* and disposal facilities, for repair, extensions or *connections*, or from the accidental failure of the *wastewater* collection, *treatment* and disposal facilities from any cause whatsoever or the termination of water and *wastewater* services as the result of violations by a *customer* or user of any applicable federal, state and local laws and/or these *Rules and Regulations*. In cases of emergency, *KUB* shall have the right to restrict the use of its *wastewater* collection, *treatment* and disposal facilities in any reasonable manner for the protection of *KUB's wastewater system, customers* and the environment.

## **Section VII. Discontinuance of Wastewater Service; Refusal to Connect Wastewater Service**

*KUB* has the right to refuse service to a *customer* based on limited capacity of its *wastewater system*, outstanding debts owed by the *customer* to *KUB*, dispute as to the ownership of the *premises* requested for service or the *customer's* disputed right to occupancy of the *premises*, a violation of these *Rules and Regulations*, nonpayment of a utility bill by the *customer*, or any other legitimate reason deemed in *KUB's* best interests and the best interests of *KUB's wastewater system*.

*KUB* has the authority to discontinue water and/or *wastewater* service to a *wastewater customer* based on outstanding debts by the *customer* to *KUB*, a violation of these *Rules and Regulations*, nonpayment of a utility bill by the *customer*, or any other legitimate reason deemed in *KUB's* best interests and the best interests of *KUB's customers*.

## **Section VIII. Wastewater Charges**

Charges for *wastewater* service shall be based upon the *Rate Schedules* of the *wastewater division* as approved by the *KUB Board*.

1. **Single-point delivery.** The *rates* included in the *Rate Schedules* of the *wastewater division* are based upon the supply of service to the entire *premises* through a single delivery and metering point. If service is rendered

to any *customers* or *premises* through more than one delivery point, *KUB* reserves the right to meter and to bill each such delivery point as a separate service.

2. **Multiple services through a single meter.** In the event *KUB* allows more than one *customer* or *premise* to be served through a single service line and meter, the amount of water used by all the *customers* and *premises* served through a single service line and meter shall be allocated to each separate *customer* or *premise* thus served in such a manner as determined by *KUB* in its sole discretion. The *wastewater* charge for each such *customer* or *premise* thus served shall be computed just as if each such *customer* or *premise* had received through a separately metered service the amount of water so allocated to it, such computation to be made at *KUB*'s applicable *wastewater rates*, including the provisions as to minimum bills. The separate charges for each *customer* or *premise* served through a single service line and meter shall then be added together and the sum thereof shall be billed to the *customer* in whose name the service is supplied.
3. **Secondary meters.** Any *customer* qualified to use a secondary meter for the purpose of measuring water not discharged to *KUB*'s *wastewater system* to effect a reduction in *wastewater* charges, must furnish and install said meter at the *customer's* expense. All expenses incident thereto, including testing, repair, maintenance, billing and reading, shall be borne by the property owner or occupant. Said meter must meet the requirements and standards of new meters then being installed by *KUB*. A *customer* must receive approval from *KUB* prior to the installation of a secondary meter.
4. **Alternate water supplies.** Individuals with dwellings with wells or sources of water supply other than municipal water supplies that are available and/or subject to discharge to the *wastewater system* will be charged for *wastewater* services at the sole discretion of *KUB*.

## **Section IX. Wastewater Billing**

The billing for *wastewater* service shall be in accordance with the *Rate Schedules* of the *wastewater division* as approved by the *KUB Board* and this section of the *KUB Wastewater Rules and Regulations*.

1. **Minimum charges.** Where the *wastewater* charge is computed directly from the reading of a water supply meter, the minimum charge, if any, will be as stated in the *Rate Schedules* of the *wastewater division*. When the *wastewater* charge is computed by deducting the reading of one meter from the reading of another, there shall be no minimum charge made on any secondary meter, provided that the primary meter is billed.

2. **Due dates.** *Wastewater* service bills must be paid on or before the due date shown, otherwise a late *fee* shall be applied. Failure to receive a bill will not release a *customer* from payment obligations, nor extend the due date. In the event bills are not paid on or before the due date, water service may be discontinued and not again resumed until all bills are paid, and *KUB* shall not be liable for damages on account of discontinued service at any time after the due date, even though payment of such bills be made on the same date either before or after service is actually discontinued.
3. **Estimated billing.** *KUB* may periodically estimate a *customer's wastewater* use and submit to *customer* for payment such estimated service bill.
4. **Billing adjustments.** *KUB* may adjust *customer* billing for reasons including but not limited to the following: billing for over or under registration of meters, for leaks, for the determination of water use by consumers when meters have been inoperative, for an obviously incorrect meter reading, or for other recognized and proper adjustments as are granted by *KUB*.

## **Section X. Authority to levy charges, *fees***

Under the provisions of its charter and of the general laws of the State of Tennessee, *KUB* is authorized and empowered to fix, levy and collect *fees*, rents, tolls or other charges for the use of or in connection with the *wastewater system*. This authorization involves the establishment, levy and collection of a service charge, improvement charge, extra strength surcharge, or other charges deemed necessary from the users of the *wastewater system*. The President and CEO and/or his/her designee may establish policies addressing the establishment of charges and *fees* associated with *wastewater* service.

## **Section XI. *Wastewater System Extension***

### **1. General Extension Policy**

- A. *KUB* may extend its service. The investment that *KUB* will make, if any, toward an extension of the *wastewater system* will be equitably determined by *KUB* on the basis of economic and/or technical feasibility. In making such determination, *KUB* shall consider the total capital cost, the anticipated revenues, the estimated expenses associated with the extension, such other economic factors as the *KUB* may deem appropriate under the circumstances and the availability of adequate collection, transportation and treatment capacity in the *wastewater system*. Costs for extensions in excess of the investment of *KUB* shall be paid by *customers* associated with such extensions and will constitute a contribution in aid of construction (CIAC). .

- B. *KUB* may require the *customer* to execute an extension agreement which requires and/or provides for *customer* assurances, with respect to the extension, including, but not limited to, refundable construction advances, minimum volume or bill requirements, and such other forms of security, assurance, and/or guaranty, as *KUB* determines to be necessary or appropriate to protect the interest of *KUB* and its *customers*.
- C. *KUB* shall have the authority to extend the *wastewater system* other than in accordance with the policies set forth herein and change a CIAC by *KUB* when any such extension is determined to be in the best interest of *KUB*, economic interest of the community or to the benefit of the public health of the community.
- D. The authority to make *wastewater* extensions is discretionary even though all requirements have been met. Nothing contained herein shall be construed as requiring *KUB* to extend *wastewater* service to any property. *Wastewater* extensions shall not be denied on the basis of race, sex, religion, color, or national origin.
- E. All costs and *fees* associated with designing and installing a *wastewater system* and all appurtenances in new developments are the sole responsibility of the *persons* developing the subdivision or land development project.

## **2. Construction of *KUB* Mains and Facilities**

- A. All mains and other appurtenances to the *wastewater system* shall be constructed by *KUB* personnel or by a licensed contractor acceptable to *KUB*.
- B. Notwithstanding anything contained herein to the contrary, where provision is made for *wastewater* mains or other appurtenances to the *wastewater system* to be constructed by *KUB* at the expense of the *customer* or any *person* other than *KUB*, *KUB* may allow such construction work to be performed by a contractor or other *person* acceptable to *KUB*.
- C. The size, type, and installation of *wastewater* mains and/or other appurtenances shall comply with *KUB's* standards and/or specifications and must be approved by *KUB*.
- D. Construction work shall at all times be subject to inspection by *KUB* to assure that the work conforms to the standards and specifications of *KUB*.

- E. No approval or inspection by *KUB* hereunder shall relieve the *customer* or his contractor of any liability to *KUB* or third parties for the work performed by the *customer* or his contractor.
  - F. Upon the completion of main extensions or other appurtenances to the *wastewater system* and their approval by *KUB*, such facilities shall become the property of *KUB*, and the *persons* paying the cost of constructing such facilities shall execute any written instrument requested by *KUB* to provide evidence of *KUB's* title to such facilities. In consideration of such facilities being transferred to *KUB*, *KUB* shall incorporate such facilities as an integral part of *KUB's wastewater system* and shall provide *wastewater* services therefrom for the reasonable life of such facilities, in accordance with these *Rules and Regulations*.
3. **Construction and Responsibility for Private Wastewater Systems.** *KUB* reserves the authority to allow and/or deny private wastewater systems within a development that either directly or indirectly discharges into the *KUB wastewater system*. Any such facilities must be acceptable to and shall be approved by *KUB* and any other governing entities. Construction work shall at all times be subject to inspection by *KUB*. The owner of the development, such as the developer, the developer's legally authorized successor, a homeowner's association, etc. shall retain ownership of and be responsible for all operation and maintenance of private wastewater systems. If determined by *KUB* that the private wastewater systems violate any applicable federal, state or local laws, or regulations or these *Rules and Regulations*, then *KUB* has the authority to require the *customer* to rectify the violation at the *customer's* expense. *KUB* has the authority and reserves the right to enter on the *customer's* property and to rectify the violation and seek reimbursement from the *customer* for *fees*, violations, and costs borne by *KUB* to rectify the violation.

## **Section XII. Intergovernmental Agreements**

At *KUB's* sole discretion, *KUB* may enter into contracts with any municipality, county, incorporated district, or other governmental entity or agency or any *person*, firm or corporation for the treatment and disposal of *wastewater* collected and pumped or delivered to some part of the *KUB wastewater system*, provided, however, that the charges to be paid for the *treatment* and disposal of such *wastewater* shall not be less than an amount which is fair and equitable in accordance with the applicable *KUB Rate Schedule*, taking into account the cost to *KUB* of the treatment and disposal and other costs to its *wastewater division*.

## **Section XIII. Wastewater System**

*KUB* has the authority to prevent the introduction of *pollutants* into its *wastewater system* that will interfere with the operation of the *wastewater system, treatment plants*,

contaminate sewage sludge, cause a violation of any federal or state permit (i.e. *NPDES Permit*), order or consent decree, or cause deterioration in *KUB's wastewater collection system*, force mains, pumping stations, and all other structures appurtenant to *KUB's wastewater system*. The *Board* shall adopt *Rules and Regulations* for the prevention of *pollutants* into *KUB's wastewater system*, including but not limited to provisions addressing compliance with federal and state law, final orders and consent decrees, permitting requirements for *KUB's wastewater system, treatment plants*, inspections and permitting of hauled waste providers, etc.

#### **Section XIV. Wastewater Rules and Regulations Enforcement**

1. **Violation deemed public nuisance.** It shall constitute a public nuisance and shall be unlawful for any *person* to discharge into or otherwise use *KUB's wastewater system* in any manner in violation of these *Rules and Regulations* or of any condition of an industrial or commercial discharge permit.
2. **KUB to notify customer of violation.** Whenever *KUB* determines or has reasonable cause to believe that a discharge into or other use of *KUB's wastewater system* has occurred in violation of these *Rules and Regulations*, the *customer's wastewater* discharge permit, or any other applicable law or regulation, then *KUB* shall notify the *customer* of such violation. Failure of *KUB* to provide notice of a violation to a *customer* shall not in any way relieve the *customer* from any consequences of such a discharge or the *customer's* responsibility to fully comply with the applicable requirements.
3. **Conciliation Meeting.** *KUB* may, but shall not be required to, invite the *customer* and/or representatives of the *customer* to a conciliation *meeting* to discuss the violation and methods of correcting the cause of violation. Such additional *meetings* as *KUB* and the *customer* deem advisable may be held to resolve the problem. If the *customer* and *KUB* can agree to appropriate remedial and preventative measures, they shall commit such agreement to writing with provisions for a reasonable compliance schedule and the schedule shall be incorporated as a supplemental condition to the *customer's wastewater* discharge permit, if applicable. *KUB* may terminate the conciliation process and commence enforcement action at any time to assure *customer's* compliance.
4. **Show cause hearing.** *KUB* may issue a show cause notice to the *customer* directing the *customer* to appear before the designated *KUB* official at a specified date and time to show cause why the *customer* should not be issued a civil penalty, have the *customer's wastewater* discharge permit, if applicable, modified, suspended, or revoked, or have the *customer's* water and/or *wastewater* services terminated, for causing or suffering a violation of these *Rules and Regulations* or other applicable laws or regulations. At least fourteen (14) days prior to the scheduled show cause hearing date, *KUB* will mail to the *customer*, via certified mail, return receipt requested, or shall

personally deliver to the *customer* written notice of the nature of the violation, any proposed changes to the *customer's wastewater* discharge permit, if applicable, and/or other control techniques necessary to rectify the violation.

5. **Injunctive Relief.** Upon a decision by the President and CEO, *KUB* shall have the right to file in circuit or chancery court of Knox County, Tennessee, or such other courts as may have jurisdiction, a suit seeking the issuance of an injunction, damages, and/or other appropriate relief to enforce the provisions of these *Rules and Regulations* and/or any and all applicable federal, state, and local laws and regulation(s). Suit may be brought to recover any and all damages, fines, and expenses suffered by *KUB* as a result of any action or inaction of any *customer* or other *person* who causes damage to occur to *KUB's wastewater system* or for any other expense, loss, or damage of any kind or nature suffered by *KUB*, including but not limited to, any penalties or fines imposed on *KUB* as the result of the violations of the *customer, user, or person*.
6. **Assessment of damages.** When a discharge into *KUB's wastewater system* in violation of these *Rules and Regulations* and/or any applicable federal, state or local law and regulation occurs and causes an obstruction, damage, or any other impairment of *KUB's wastewater system*, or any expense of whatever character or nature to *KUB*, then *KUB* may assess the expenses it incurred to remedy the violation, clear the obstruction, repair damage to its *wastewater system*, and any other expense or damage incurred by *KUB*. *KUB* shall send a written claim to the *customer* or any other *person* causing said damages to occur seeking reimbursement for any and all expenses or damages suffered by *KUB*. *KUB* may take such measures as shall be appropriate to recover any damages or other expense suffered by *KUB*, plus reasonable attorney's fees, if the claim is not paid by the *customer* or other *person* within 14 days or such other time as *KUB* shall specify of the date such claim was served on the *customer* by personal service or by sending a registered letter to the *customer* or other *person*.
7. **Petition for federal or state enforcement.** In addition to other remedies for enforcement provided herein, *KUB* may petition the State of Tennessee or the United States *Environmental Protection Agency*, as appropriate, to exercise such methods or remedies as shall be available to such government entities to seek criminal or civil penalties, injunctive relief, or such other remedies as may be provided by applicable federal or state law to insure compliance by *customers* of applicable *pretreatment standards*, to prevent the introduction of toxic *pollutants* or other regulated *pollutants* into the *KUB wastewater system*, or to prevent such violations of applicable federal, state and local laws or other water pollution as may be regulated by state or federal law.
8. **Emergency termination of service.** In the event of an actual or threatened discharge by any *customer* to *KUB's wastewater system* which, in the sole



opinion of *KUB*, presents or may present an imminent and substantial endangerment to the health or welfare of any *person* or the environment, or cause *interference* with the *wastewater system*, then in addition to any other remedy *KUB* has available to it, *KUB* reserves the right to immediately terminate water and *wastewater* service to said *customer* causing the emergency and require assistance in abating the emergency until the emergency situation has been abated or corrected at the expense of the *customer* causing the emergency. Nothing herein is intended to limit *KUB's* right to terminate water and *wastewater* services for any other reason provided for in these *Rules and Regulations* or federal or state laws.

**9. Civil penalties and/or termination of services for violations of these *Rules and Regulations*.**

A. Any *person* who:

- i. Violates an effluent standard or limitation;
- ii. Violates the terms or conditions of a *wastewater* discharge permit
- iii. Fails to complete a filing or reporting requirement
- iv. Fails to perform or properly report any required monitoring
- v. Violates any provision of 40 CFR Part 400 Subchapter N-Effluent Guidelines and Standards as may be amended, revised, or modified from time to time
- vi. Violates any provision of T.C.A. 69-3-101 et. seq., as may be amended or modified from time to time by an act of the Tennessee General Assembly
- vii. Violates a final order or determination of *KUB's* Wastewater Appeals Board
- viii. Fails to pay any established *wastewater* service charge, fine, penalty or industrial cost recovery charge; or
- ix. Otherwise violates any applicable federal, state or local law or regulation, or any of the provisions of these *Rules and Regulations*.

may, at *KUB's* sole discretion, and after receipt of a notice of violation, be subject to (a) a civil penalty of up to ten thousand dollars (\$10,000.00) per violation, (b) termination of water and/or *wastewater* services, (c) the

suspension, modification or revocation of permit, if applicable, or any condition thereof, or (d) any combination thereof.

B. Each violation shall constitute a separate offense and each day of violation shall be deemed a separate and distinct violation.

C. In assessing civil penalties *KUB* may consider the following:

- i. Magnitude of the violation
- ii. Duration of the violation
- iii. Effect of the violation on *KUB's wastewater system*
- iv. Compliance history of the *customer*
- v. Good faith efforts of the *customer* to correct the violation
- vi. Economic benefit derived by the *person* as the result of the violation
- vii. The *person's* ability to pay

10. **Enforcement Response Guides for *Pretreatment Program* and *Grease Program* Violations.** The Enforcement Response Guide for *Pretreatment Program*, attached to these *Rules and Regulations* as Appendix C and the Enforcement Response Guide for *Grease Program*, attached to these Rules and Regulations as Appendix D, both of which are incorporated herein by reference, contain the general procedures summarizing how *KUB* investigates and responds to instances of *industrial user* and commercial user violations under the *Pretreatment Program* (Appendix A) and the *Grease Control Program* (Appendix B), respectively.

## **Section XV. Appeals Board.**

1. **Duties and powers of the Appeals Board.** *KUB* shall have an appeals board consisting of the *Rules and Regulations* Oversight Committee and other *KUB* employees as may be appointed by the President and CEO from time to time (the "Appeals Board"). The *COO* shall serve as the chairman of the Appeals Board and shall appoint an acting chairman from the other members of the Oversight Committee in the event the *COO* is unable to attend a meeting of the Appeals Board. The Appeals Board shall have the authority to:

- A. Hear an appeal brought by a *KUB customer*, user of the *KUB wastewater system*, or *person* for any civil penalty imposed by *KUB's* enforcement of these *Rules and Regulations*, a *wastewater discharge permit*, or of any

federal, state, or local law or regulation by *KUB* against such *customer* or *user*.

- B. Grant exceptions pursuant to the *pretreatment* and treatment provisions of these *Rules and Regulations* and to determine such issues of law and fact necessary to perform this duty;
  - C. To hold hearings upon appeals from orders or actions of *KUB* as may be provided under any provisions of these *Rules and Regulations* or federal, state, and local laws and regulations;
  - D. To issue subpoenas requiring attendance and testimony of witnesses and the production of documentary evidence relevant to any matter properly heard by the Appeals Board;
  - E. To administer oaths to those persons giving testimony before the Appeals Board.
2. **Right to Appeal.** A *customer* who claims to be aggrieved in connection with a finding by *KUB* of a violation of these *Rules and Regulations* or of a *wastewater* discharge permit, if applicable, that results in the issuance of a civil penalty; and/or of the termination of water and *wastewater* services, (except no appeal may be made for the emergency termination of services in accordance with Section XIV, paragraph 8 of these *Rules and Regulations* or the Emergency Suspension of Services, Section VII.A., of the *Grease Control Program*, Appendix B) may file an appeal with the Appeals Board. The appeal must be submitted to the Appeals Board in writing within fourteen (14) days of receiving from *KUB* the notice of a finding of violation by the *customer* of these *Rules and Regulations*, or the violation of a *wastewater* discharge permit, if applicable, containing a civil penalty, and/or of the termination of water and *wastewater* services by *KUB* as the result of such finding of violation,
3. **Appeals Board hearing procedures.**
- A. The Appeals Board shall schedule an adjudicatory hearing to resolve disputed questions of fact and law whenever provided by a provision of this Section.
  - B. At any such hearing, all testimony presented shall be under oath or upon solemn affirmation in lieu of oath. The Appeals Board shall make a record of such hearing, but the record need not be a verbatim record. Any party coming before the Appeals Board shall have the right to have said hearing recorded stenographically or electronically, but in such event the record need not be transcribed unless any party seeks judicial review of the order or action of the Appeals Board by common law writ of certiorari,

and in such event the parties seeking such judicial review shall pay for the transcription and provide the Appeals Board with the original of the transcription so that it may be certified to the court.

- C. The chairman of the Appeals Board, or his designee, may issue subpoenas requiring attendance and testimony of a witness or the production of evidence, or both. A request for the issuance of a subpoena shall be made by lodging with the Appeals Board at least ten (10) days prior to the scheduled hearing date a written request for a subpoena setting forth the name and address of the party to be subpoenaed, and identifying any evidence to be produced. Upon endorsement of a subpoena by the chairman of the Appeals Board, the same shall be delivered to the chief of police for service by any police officer of the *City*. If the witness does not reside in the *City*, the Appeals Board shall issue a written request that the witness attend the hearing.
- D. Upon agreement of all parties, the testimony of any person may be taken by deposition or written interrogatories. Unless otherwise agreed, the deposition shall be taken in a manner consistent with the most recent version of Rules 26-33 of the Tennessee Rules of Civil Procedure, with the Appeals Board or its designees to rule on such matters as would require a ruling by the court under said rules.
- E. The party bringing the appeal bears the affirmative burden of proof and shall first call his witness, to be followed by the witness called by other parties, to be followed by any witness that the Appeals Board may desire to call. Rebuttal witnesses shall be called in the same order. The chairman of the Appeals Board, or his designee, shall rule on any evidentiary questions arising during such hearing, and shall make such other rulings as shall be necessary or advisable to facilitate an orderly hearing subject to the approval of the Appeals Board. The Appeals Board, the representatives of *KUB*, and all parties shall have the right to examine any witness. The Appeals Board shall not be bound by or limited to rules of evidence applicable to legal proceedings.
- F. Any *customer* aggrieved by any order or determination by *KUB* pertaining to the *customer's* violation of these *Rules and Regulations*, which includes the issuance of civil penalties may appeal said order or determination to the Appeals Board under the provisions of this section. A written notice of appeal shall be filed with the *COO* and said notice shall set forth with particularity the action or inaction of *KUB* complained of and the relief sought by the *customer* filing said appeal. A special meeting of the Appeals Board may be called by the chairman upon the filing of such appeal, and the Appeals Board may, in its discretion, suspend the operation of the order or determination of *KUB* appealed from until such time as the Appeals Board has acted upon the appeal. Provided, however,

that actions and determinations of *KUB* under the provisions of Section 14, paragraph 8, “Emergency Termination of Service,” and under provisions of Section VII.A., “Emergency Suspension of Services”, of the *Grease Control Program* (Appendix B) inclusive shall not be subject to review by the Appeals Board.

- G. Any *person* aggrieved by any final order or determination of the Appeals Board hereunder shall have the right of judicial review in the appropriate state court by common law writ of certiorari.
- 4. **Scope of Authority.** The Appeals Board shall address administrative related matters exclusively; it shall not have the authority to establish, amend or revoke *Rules and Regulations* or to make policy decisions.
- 5. **Adequate Staffing.** *KUB* shall provide such staff services as may be required for the efficient and effective operation of the Appeals Board through its *Wastewater Division*.