

## SEWER USE

# RULES AND REGULATIONS Litchfield Water Pollution Control Authority

Town of Litchfield, Connecticut  
29 Stoddard Road, Bantam Connecticut



ADOPTED MAY 10, 1979  
AMENDED JUNE 10, 1999  
AMENDED JUNE 10, 2010  
AMENDED JULY 10, 2025  
AMENDED JUNE 18, 2026

# TOWN OF LITCHFIELD, CONNECTICUT

## SEWER USE RULES AND REGULATIONS TOWN OF LITCHFIELD

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Adopted by the Litchfield WATER POLLUTION CONTROL AUTHORITY (WPCA) pursuant to Section 7-247 of the General Statutes of the State of Connecticut 1958, as amended.

## **SECTION I. PURPOSE**

In order to ensure proper removal and disposal of sewage wastes and sewage waters within the Town of Litchfield, to ensure the proper OPERATION AND MAINTENANCE of public SEWERS, sewage treatment plans and other SEWAGE WORKS within said TOWN; and to provide for the keeping of adequate records of SEWERS and appurtenances and connections thereto, the following Rules and Regulations governing the construction, use, repair, alteration, and discontinuance or abandonment of SEWERS and appurtenances and connections thereto, including pipes discharging directly or indirectly into said SEWERS and the substances to be discharged directly or indirectly into and through the SEWERS and appurtenances of the public SEWER system of the Town of Litchfield, as provided in Sections 7-246-273a of the General Statutes of the State of Connecticut (1958), as amended, are hereby enacted.

## **SECTION II. DEFINITIONS**

Where, and as the context will admit, the following terms SHALL have the meanings indicated hereafter were used in these Rules and Regulations.

1. **"Assessment"** shall mean the process of determining the special benefit accruing to a property for the proportionate share of the cost of the sewerage system improvements as defined in Sec. 7-249 of the Connecticut General Statutes.
2. **"B.O.D."** (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C., expressed in parts per million by weight.
3. **"Building Connector"** shall mean a pipe which connects a building or structure drain to a main SEWER for the purpose of conveying sewage of any kind. The building connector SHALL be the pipe extending directly from the main SEWER to the termination point of

the BUILDING DRAIN from the building or structure.

4. **"Building Connector Lateral"** shall mean a pipe laid incidental to the original construction of a main SEWER from that SEWER to some point at the side of the street, highway, R.O.W. or similar location and there capped, having been provided and intended for extension as defined in Section II (3). When a BUILDING CONNECTOR LATERAL has been connected with and extended for the purpose of installing a BUILDING CONNECTOR, the lateral SHALL become and thereafter be part of such BUILDING CONNECTOR.
5. **"Building Drain"** shall mean the part of the piping of a drainage system which receives the discharge from sewage drainage pipes inside the walls of the building and conveys it to the BUILDING CONNECTOR.
6. **"Capital costs"** shall mean the costs of major rehabilitation, betterments, expansion or upgrading required as facilities reach the end of their useful life.
7. **"Collection System"** shall mean the SEWER lines and appurtenances used and useful in the collection and conveyance of wastewater.
8. **"Commercial User"** shall mean retail stores, restaurants, office buildings, laundries, and other private business and service establishments.
9. **"Chlorine Demand"** shall mean the amount of chlorine which must be added to waters or wastes to produce a residual chlorine in such waters or wastes.
10. **"Cooling Water"** shall include clean wastewater from air-conditioning, industrial cooling, condensing and similar apparatus and from hydraulically-power equipment. COOLING WATER will include only water which is clean and unpolluted, in accordance with State regulations, to be discharged, without treatment or purification, into any natural open

stream or WATERCOURSE without offense.

11. **"Enterprise Fund"** shall mean a fund established to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through USER CHARGES; or (b) where the governing body has determined that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.
12. **"Garbage"** shall mean solid wastes from the preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.
13. **"Grease Trap"** shall mean a device installed on the BUILDING CONNECTOR designed to remove excessive quantities of grease or fat.
14. **"Grease Interceptor"** shall mean a device installed on waste lines leading from sinks, drains or other fixtures to remove excessive quantities of grease or fat.
15. **"Governmental"** shall include legislative, judicial, administrative, and regulatory activities of Federal, State, and local government.
16. **"Grantee"** shall mean a municipality that has executed a Federal grant agreement.
17. **"Health Director"** shall mean the Director of Health of the Town of Litchfield or his authorized representative.
18. **"Industrial Wastes"** shall include the liquid or water-carried of any industrial process not clearly included within the definitions of SANITARY SEWAGE, STORM WATER,

COOLING WATER, and sub-soil drainage herein. Wastewaters carrying oils, grease, fats, abrasives, chemicals, residues of manufacturing processes, wastes from commercial food preserving or canning, from slaughter-houses or meat processing plants, and similar substances whether dissolved, in suspension, or mechanically carried by water, SHALL be considered as INDUSTRIAL WASTE.

19. **"Infiltration"** shall mean water other than wastewater that enters a SEWER system (including SEWER service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. INFILTRATION does not include, and is distinguished from, INFLOW.
20. **"Inflow"** shall mean water other than wastewater that enters a SEWER system (including SEWER service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between STORM SEWERS and SANITARY SEWERS, catch basins, cooling towers, STORM WATERS, surface runoff, street wash waters, or drainage. INFLOW does not include, and is distinguished from INFILTRATION.
21. **"Institutional"** shall include social, charitable, religious, and educational activities such as schools, churches, hospitals, nursing homes, penal institutions and similar INSTITUTIONAL USERS.
22. **"Operation and Maintenance"** shall mean those functions that result in expenditures during the useful life of the treatment works for materials, labor, utilities, and other items which are necessary for managing and maintaining the SEWAGE WORKS to achieve the capacity and performance for which such works were designed and constructed.
23. **"Person"** shall mean any individual firm, company, association, society, corporation, or group.

24. **"pH"** shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
25. **"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 public SANITARY SEWERS, with no particle greater than ½ inch in any dimension.
26. **"Property Owner" or "Owner of Property" or "Owner"**, as used herein, SHALL include the PROPERTY OWNER of the fee in any real estate and also his, her, its, or their agents or representatives.
27. **"Rate Base"** shall mean the value of utility property used in computing an authorized rate of return as authorized by law or a regulatory commission.
28. **"Replacement Cost"** shall mean the cost as of a certain date of a property which can render similar service (but which need not be of the same structural form) as the property to be replaced. Replacement is an incremental element of operating costs and is variable depending upon levels of expenditures for maintenance. The statutory definition of the term means expenditures for obtaining and installing equipment, accessories or appurtenances during the useful life of the treatment works necessary to maintain the capacity and performance for which they were designed and constructed.
29. **"Residential"** shall include all dwelling units such as detached, semi-detached, row-houses, mobile homes and multifamily dwellings.
30. **"Sanitary Sewage"** shall mean the common wastewater and water-carried wastes from human dwellings and from toilet and lavatory fixtures, kitchens, laundries, and similar facilities of business and industrial buildings. SANITARY SEWAGE SHALL not include STORM WATER, INFILTRATION, INFLOW, clean waste or overflows from springs,

wells or SUBSOIL DRAINAGE, large volumes of COOLING WATER, clean wastewater from hydraulically-operated contrivances, and those waters included within the definition of "INDUSTRIAL WASTE", Section II (18).

31. **"Sanitary Sewer"** shall mean a SEWER intended to convey only SANITARY SEWAGE, or, if so, stipulated with respect to the particular SEWER, sanitary sewerage plus industrial or other wastes, excluding STORM WATER.
32. **"Service Charge"** shall mean a charge levied on a USER of the treatment works which includes a USER CHARGE, a charge for capital reserve and debt service, other charges for current services, or all of these.
33. **"Sewage"** shall mean wastewater, water-carried wastes or a combination of them, discharged into and conveyed by SANITARY SEWERS or intended or customarily so discharged and conveyed. SEWAGE MAY be further classified as defined in Section II, (18) and (30).
34. **"Sewage Works"** shall mean all facilities for collecting, pumping, treating and disposing of SEWAGE.
35. **"Sewer"** shall include the main pipe or conduit, manholes and other structures and equipment appurtenant thereto, provided to carry SEWAGE, INDUSTRIAL WASTES, or similar wastes, subject in each particular case to the purposes and limitations imposed upon the particular pipe or conduit or SEWER. Where the intent so indicates, the word "SEWER" SHALL be used only with respect to the main line of pipe or conduit, owned, controlled and maintained by a public municipal body for the conveyance of waste or SEWAGE from several properties, and SHALL not be understood to include BUILDING CONNECTORS or connections between the main SEWER and individual properties.
36. **"Drain Layer" or "Sewer Layer"** SHALL mean an individual, partnership or

corporation to whom the State of Connecticut SHALL have issued a valid license under Sections 20-330-341 of the Connecticut General Statutes (1958), as amended, to install and repair SEWERS, SEWER connections, BUILDING CONNECTORS, etc., during the period when such license is valid, as hereinafter provided, and the proper agents and representatives of such DRAIN LAYER.

37. **"Shall"** is mandatory'; **"May"** is permissive.
38. **"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 fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration of flows during normal operation.
39. **"Storm Sewer" or "Storm Drain"** shall mean a SEWER which carries storm, surface waters and subsurface drainage, but excludes SEWAGE and polluted INDUSTRIAL WASTES.
40. **"Storm Water"** shall include the runoff or discharge of rain and melted snow or other clean water from roof, surfaces of public or private lands or elsewhere. For most purposes with the scope of these Rules and Regulations, STORM WATER SHALL not include the flow of any natural brook, rivulet, or stream, even if the source of such water is storm runoff from land or other property, once that runoff has entered the channel of such brook or natural WATERCOURSE. In general, STORM WATER SHALL include only water which is sufficiently clean and unpolluted to admit being discharged, with treatment or purification, into any natural open stream or water course without offense.
41. **"Subsoil Drainage"** shall include water from the soil percolating into subsoil drains or underground pipes or from similar sources.
42. **"Suspended Solids (S.S.)"** shall mean solids that either float on the surface or are in

suspension in water, SEWAGE, or other liquids, and which are removable by filtering.

43. **"Town"** as used herein, shall mean the Town of Litchfield, Connecticut, and/or its WATER POLLUTION CONTROL AUTHORITY.
44. **"User"** shall mean a recipient of SEWAGE WORKS services.
45. **"User Charge"** shall mean a charge levied on USERS of a SEWAGE WORKS for the cost of operations and maintenance, including rehabilitation and debt service.
46. **"Watercourse"** shall mean a channel in which a natural flow of water occurs. The distinguishing mark of a WATERCOURSE is a supply which is permanent in the sense that similar conditions will always produce a flow of water and that conditions recur with some degree of regularity so that they establish and maintain for considerable periods of time a running stream.
47. **"Water Pollution Control Authority (WPCA)"** shall mean the WATER POLLUTION CONTROL AUTHORITY of the Town of Litchfield created by TOWN Ordinance pursuant to Chapter 33a of the 1955 Supplement to the General Statutes, or its duly authorized representative.

## **SECTION III. USE OF SANITARY SEWERS REQUIRED**

### **3.00 Use of Public Sewers Required**

It SHALL be unlawful to discharge to any WATERCOURSE, pond, ditch or lake within the Town of Litchfield any SANITARY SEWAGE, INDUSTRIAL WASTES, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of these Rules and Regulations or where an applicable NPDES permit is in force.

The use of the SANITARY SEWER system SHALL be required as further defined in sections 3.01 and 3.02.

### **3.01 New Building**

The PROPERTY OWNER of all newly constructed houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the TOWN and abutting on any street, right-of-way alley, or alley which connects to a street in which there is located a public SANITARY SEWER, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly to the public SANITARY SEWER, in accordance with the provisions of these Rules and Regulations, before occupancy.

### **3.02 Existing Buildings**

When it appears to the WPCA that the continuance of any private SEWAGE disposal system or systems serving any existing building or group of buildings to which a public SANITARY SEWER system is available, MAY be deleterious to health or MAY result in the contamination or pollution of any water or MAY otherwise affect the cleanliness or purity of any water, the WPCA MAY, as hereinafter provided, order such building or group of buildings to be connected to the public SANITARY SEWER system. A public SANITARY SEWER system SHALL be deemed available to an existing building when connection can be made either upon the premises on which such building is located, upon

adjoining land owned by the Town of Litchfield (including but not limited to streets, alleys and rights-of-way) or within existing easements for such connection.

- A. Before issuing any order to connect, the WPCA SHALL give notice of a public hearing to be held on its proposed order, which notice SHALL state the date, time, place and purpose for such hearing, by publishing a copy of the same in a newspaper having a circulation in the TOWN and by certified mail to the PROPERTY OWNER or OWNERS of the building or group of buildings concerned (to the address of each such PROPERTY OWNER as maintained by the Assessor of the Town of Litchfield) at least 10 days before such hearing. The reasons for the proposed order to connect and all relevant information submitted by the affected PROPERTY OWNER or OWNERS or by any member of the public SHALL be made part of the record of such hearing.
  
- B. If, following such hearing, the WPCA finds that the continuance of the private SEWAGE disposal system or systems MAY be deleterious to health or MAY result in the contamination or pollution of any water or MAY otherwise affect the cleanliness or purity of any water, it SHALL state its findings and SHALL issue an order requiring connection, to be effective not earlier than the 22nd day following its issuance, which order MAY further require that the constituent parts of the private system, including but not limited to any septic tank and cesspool, be promptly removed or abandoned in accordance with the Public Health Code and approved by the WPCA.
  
- C. Upon the failure of any PROPERTY OWNER to comply with an order to connect, the WPCA SHALL cause the connection to be made, and SHALL assess the expense thereof against such PROPERTY OWNER. Nothing herein SHALL supersede or affect any other requirement of law, ordinance or regulation, but SHALL be in addition to any such other requirements.

#### **SECTION IV. PRIVATE SEWAGE DISPOSAL**

Where a public SANITARY SEWER is not available under the provisions of Section III, the building sewer SHALL be connected to a private SEWAGE disposal system complying with the provisions of Ordinances of the Town of Litchfield and applicable provisions of the Building Code of the State of Connecticut.

At such time as a public SANITARY SEWER becomes available to a property served by a private SEWAGE disposal system, connection to such system from such property MAY be ordered in accordance with Section 3.02 of these regulations.

No statement contained in this article SHALL be construed or interfere with any additional requirement that MAY be imposed by the Director of Health.

#### **SECTION V. CONNECTIONS TO AND WORK ON SEWERS**

##### **5.00 Authorized Access to Sewers**

No unauthorized PERSON SHALL open the cover of, enter or alter any manhole or similar appurtenance of any public SEWER, put anything therein or interfere therewith. No PERSON SHALL insert or place in any public SEWER, manhole or other appurtenance thereof any sticks, rubbish or other material which said SEWER, manhole or appurtenance thereof was not intended to receive.

No unauthorized PERSON SHALL break, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the public SEWER system of the Town of Litchfield.

##### **5.01 Alteration to Sewers and Appurtenances**

Should it become necessary to relocate, reset the top of or otherwise alter any SEWER, manhole or other appurtenance thereof belonging to said TOWN or in its charge, the

PERSON or party desiring such change to be made SHALL make a written request to the WPCA of the Town of Litchfield for written permission, and said PERSON or party SHALL bear all expenses concerned with such changes.

**5.02 Connection to Sewers**

No PERSON SHALL make any connection to any public SEWER of the TOWN, or appurtenance thereof, or to any pipe or appurtenance discharging there into, or remove or disconnect any existing connection thereto, except as provided in Section VI and VII and the subsections thereof of these Rules and Regulations; provided, plumbing work and fixtures within buildings, and similar structures MAY be built and connected as provided by applicable plumbing codes, laws and regulations and by permits issued thereunder.

**5.03 Materials and Workmanship for Sewers, Building Connectors, Drains, Etc.**

The WPCA from time to time establishes standard requirements or specifications to regulate the sizes, materials, methods and workmanship to be used in the construction of SEWERS, BUILDING CONNECTORS, oil/water and grease separators, grinder pumps and other similar work and appurtenances thereto connected or intended to be connected or to discharge, directly or indirectly, into any public SEWER of the Town of Litchfield. Such standard requirements SHALL provide minimum requirements as to size, depth, slope or rate of grade for such pipes, and SHALL regulate the kinds of pipe, fittings, methods of laying, jointing, materials used, manner of connecting to pre-existing SEWERS and BUILDING DRAINS, and general considerations as to location and other pertinent features. Any such requirements or specifications as the same MAY from time to time be amended, are hereby made a part of the Sanitary Sewer Material and Construction Standards.

**5.04 Applicable Codes**

The requirements of applicable State Building and Plumbing Codes SHALL be observed with respect to piping and fixtures inside or immediately adjacent to buildings and within

the areas of jurisdiction of said several codes, subject only to the general requirements of these Rules and Regulations.

**5.05 Separate Connections for Each Building**

Each independent building to be connected to SEWER COLLECTION SYSTEM SHALL have a direct connection to the SEWER COLLECTION SYSTEM serving it. The WPCA in its discretion MAY permit or require variations of this requirement either upon receipt of a written request to that effect from the PROPERTY OWNER of all the structures in any way concerned or by notice to the PROPERTY OWNER from the WPCA. All BUILDING CONNECTORs SHALL be maintained by the PROPERTY OWNER of the structure served.

**5.06. Connection at Owner's Expense**

All costs and expense incident to the installation and connection of the BUILDING CONNECTOR SHALL be borne by the PROPERTY OWNER. The OWNER SHALL indemnify and hold harmless the TOWN from any loss or damage that MAY be directly or indirectly occasioned by the installation of the BUILDING CONNECTOR.

**5.07. Existing Building Connectors**

Old BUILDING CONNECTORs MAY be used in connection with new buildings only when they are found on examination and test by the WPCA to meet all requirements of these Rules and Regulations.

Old BUILDING CONNECTORs MAY be used, where the SEWER COLLECTION SYSTEM for which it directly discharges is replaced, only when they are found on examination and test by the WPCA to meet all requirements of these Rules and Regulations.

In all buildings in which any BUILDING DRAIN is too low to permit gravity flow to the public SEWER, SANITARY SEWAGE carried by such BUILDING DRAIN SHALL be

lifted by approved artificial means and discharged to the BUILDING CONNECTOR. The individual household pump systems SHALL comply with the requirements of the grinder pump specifications contained within this ordinance. Said discharge pipe SHALL not exceed diameter of the discharge port.

**5.08. Notification Prior to Inspection**

The WPCA SHALL be notified not less than 48 hours in advance of the time any connection is to be made to any public SEWER of said TOWN, or to any existing BUILDING CONNECTOR connected to a public SEWER, and such connection SHALL be made only in the presence of said WPCA during normal business hours and according to their directions. At the time of inspection, the BUILDING CONNECTOR trench SHALL be open and visible for inspection prior to backfilling.

Said WPCA SHALL be afforded all reasonable opportunity to oversee the construction of all parts of any BUILDING DRAIN or BUILDING CONNECTOR connected or intended to be connected, to any public SEWER of the TOWN and to obtain and record the location and other pertinent facts with respect to such SEWER.

No public SEWER SHALL be opened or in any way disturbed except in the presence of the WPCA. This same requirement SHALL apply to repairs or alterations to SEWERS, or pipes discharging thereto.

**5.09. Record of Connections By WPCA**

The WPCA SHALL keep a record of all BUILDING CONNECTORs to public SEWERs under these Rules and Regulations and all repairs and alterations made to SEWERs or BUILDING CONNECTORs connected to or discharging into public SEWERs of the Town or intended to so discharge. Approved SEWER LAYERs and others SHALL provide said WPCA with date needed for such records.

**5.10. Assistance of the WPCA**

The WPCA SHALL assist in the installation, repair and alteration of connections to public SEWERS and of BUILDING CONNECTORS discharging there into by furnishing such information as MAY be in their possession and proper to be furnished to the party performing such work.

**5.11. Town To Be Reimbursed for Engineering**

The WPCA MAY, in its discretion, in any case where the quantity or expense of work by TOWN personnel incidental to the construction, repair or inspection of any SEWER or SEWER connection warrants such a requirement, require that the OWNER OF PROPERTY concerned or the SEWER LAYER SHALL reimburse the TOWN for the cost of services of TOWN employees engaged in work or inspections incidental to said SEWER or SEWER connection. The WPCA SHALL make a suitable provision for such reimbursement a condition present to the issuance of any permit for the construction, alteration or repair of such SEWER or SEWER connection, subject to such directions as the WPCA MAY issue.

**5.12. Ends of Sewer to Be Closed**

Adequate precautions SHALL be taken to exclude from public SEWERS all water or other materials which MAY obstruct, damage or wrongfully fill the SEWER into which they MAY discharge directly or indirectly. To that end, the open ends of SEWERS or SEWER connections SHALL be kept closed or protected during construction and during periods when work on any incomplete SEWER is suspended. If any SEWER or BUILDING CONNECTOR SHALL have been laid to the site of a proposed building or other structure prior to the time when the building or structure is built, the end of the SEWER or BUILDING CONNECTOR SHALL be kept closed to ensure that no water or materials enter such SEWER during the interval prior to the construction of the building or structure. Any expense borne by the Town to remedy blockages in the SEWER caused by connection of the BUILDING CONNECTOR to the SEWER will be at the PROPERTY OWNER's expense.

**5.13. Sealing Discontinued Building Connectors and Drains**

When any building or other structure previously served by a connection to any public SEWER is demolished, destroyed, abandoned or altered so that any SEWER, BUILDING CONNECTOR, or portion of an abandoned plumbing system which is directly or indirectly connected to any public SEWER, is no longer used and is no longer connected to the buildings or structure, the open end of such SEWER or BUILDING CONNECTOR which discharges directly or indirectly into a public SEWER SHALL be promptly closed and sealed off so that no water or wastes not otherwise permitted to enter the public SEWER SHALL be so discharged there into. In the case where BUILDING CONNECTORS are discontinued, the BUILDING CONNECTOR shall be capped at the original termination point of the BUILDING CONNECTOR LATERAL. The WPCA SHALL be notified of such abandonment or discontinuance and of the closing and sealing of such drain and afforded an opportunity to see such work performed. All of said work SHALL be the responsibility of the PERSON or party who demolishes the building or structure so as to make such closing and sealing necessary, and, in the event of the failure of such PERSON or party to do so, SHALL be done by the OWNER, lessee or tenant of the premises to the satisfaction of the WPCA, all without expense to the TOWN.

#### **5.14 Grease, oil and gross particle separators**

The CT Department of Energy and Environmental Protection (CT DEEP) has issued a *General Permit for the Discharge of Wastewater Associated with Food Service Establishments* effective October 5th, 2015.

##### **What does this mean?**

As of **July 1, 2011** all food service establishments with a Food Drug Administration (FDA) Class 2, 3 and 4 Health Department license and any other facilities discharging fats, oils, and grease **MUST COMPLY IMMEDIATELY** with the new General Permit requirements by installing the required grease trap/interceptor.

##### **What are my options?**

- Install either a minimum 1,000-gallon outdoor passive grease interceptor<sup>1</sup> or
- Super Capacity Grease Interceptor (SCGI)<sup>1</sup> or
- An indoor Active Grease Recovery Unit (AGRU)<sup>1</sup>

##### **What in my kitchen needs to be connected to the required AGRU, SCGI or outdoor interceptor?**

The grease trap/interceptor, SCGI, or AGRU shall be connected to those fixtures or drains which would allow fats, oils, and grease to be discharged. This shall include:

- Pot sinks;
- Pre-rinse sinks;
- Any sink into which fats, oil, and grease are likely to be introduced;
- Soup kettles or similar devices;
- Wok stations;
- Floor drains or sinks into which kettles may be drained;
- Automatic hood wash units; and
- Any other fixtures or drains that are likely to allow fats, oils and grease to be discharged.

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<sup>1</sup> Specific requirements for these devices are outlined in the general permit.

### **What will happen if I don't comply?**

According to the Litchfield FOG Ordinance Section V. 5.14, any violation of the LWPCA's FOG Management Program will be subject to violation fees. Each day that a violation continues shall be considered a separate occurrence. The payment of the fee will be required 30 days following the issuance of the notice of violation invoice. (Refer to LWPCA's published charges and fees)

### **Facility Registration**

FSEs or any other facility that installs the required grease recovery device shall provide notification to the Litchfield WPCA (LWPCA) using the Facility Registration form identifying that the facility has achieved compliance with the DEEP General Permit. Once received and approved by the LWPCA, the Registration Approval is valid for a period of three years. The form can be sent email, fax or mail to the following:

To: Litchfield WPCA  
Attn: Ted Donoghue  
Fax: 860-567-7581  
Email: [wpca@townoflitchfieldct.gov](mailto:wpca@townoflitchfieldct.gov)  
Address: 29 Stoddard Rd  
Bantam, CT 06750

Please note the registrant must reapply for a new registration 30-days prior to the following:

- Expiration date of the 3-year approval period or;
- Any significant changes that would increase the potential for fats, oils, and grease in the discharge or;
- Change of ownership.

Registration forms are available upon request and are available online from the Litchfield Water Pollution Control website at <https://www.townoflitchfield.org/entities/water-pollution-control-authority-wpca>

### **Facility Inspections**

FSEs shall be subject to inspections by the LWPCA to determine whether the requirements set forth in the General Permit are being met. Inspections may include but are not limited to; facility walkthrough, review of quarterly inspections of grease interceptor, SCGI or AGRU, review of cleaning and maintenance logs, and effluent sampling.

In the event that a FSEs grease interceptor, SCGI or AGRU fails a visual or effluent sample analysis inspection, the LWPCA will issue a written notice of violation for the non-compliant condition. The FSE shall take immediate steps to bring the establishment into compliance.

### **Variance Program**

The LWPCA may grant a variance of treatment requirements for an FSE for a period of three years. This variance is a waiver of the treatment requirements of Sections 5(b) (1) through 5(b) 3, inclusive, of the Department of Environmental Protection's (DEEP) General Permit for the Discharge of Wastewater Associated with Food Preparation Establishments. The applicant must demonstrate there is a limited potential for fats, oils, and grease in the discharge, as well as minimal flow. If the LWPCA encounters any grease problems in the sewer infrastructure in the area of the establishment, LWPCA has the right to revoke any variances issued.

Please note the applicant must reapply for a variance approval 30-days prior to the following:

- Expiration date of the 3-year approval period or;
- Any significant menu or operational changes that would increase the potential for fats,

- oils, and grease in the discharge or;
- Change of ownership.

To be considered for a variance, the facility shall complete the variance application and attach a complete menu for the establishment. The application shall include a description of the proposed methods for minimizing grease discharged in the wastewater, including employee training, cleaning procedures and interim grease disposal methods.

Application for Variance (*Provided upon request*)

### **Grease Trap Options**

All Class III and Class IV and FDA class 2, 3, and 4 Food Service Establishments (FSEs) are required to install either an Active Grease Recovery Unit (AGRU), Super Capacity Grease Interceptor (SCGI), or a minimum 1,000 gallon outdoor in-ground passive grease interceptor. Specific requirements for these devices are outlined in the [General Permit](#). All of the following fixtures must be connected to FOG Management Equipment:

- pot sinks (3 bay sinks)
- pre-rinse sinks;
- any sink into which fats, oil, and grease are likely to be introduced;
- soup kettles or similar devices; wok stations;
- floor drains or sinks into which kettles may be drained;
- automatic hood wash units; and
- Any other fixtures or drains that are likely to allow fats, oils and grease to be discharged.

### **Active Grease Recovery Unit (AGRU)**

Active Grease Recovery Units (AGRUs) are relatively small pretreatment units that can be located inside a kitchen to remove grease at the source of generation. These units allow fats, oils, and grease (FOG) to accumulate within the unit while skimmers or pumps remove the FOG from the unit and deposit the material in a separate container for disposal by a grease removal contractor.

All AGRUs shall be maintained in accordance with the manufacturer's recommendations. This includes a minimum quarterly (four times per year) clean out of the entire unit. The contents of the trap must be placed into a container for grease trap waste (brown grease). A written log and receipts of all cleaning and maintenance of the trap must be maintained on site for review by the LWPCA.

*See links below for the:*

[Sample AGRU Maintenance Log](#)

### **Super Capacity Grease Interceptor (SCGI)**

Approved Super Capacity Grease Interceptors (SCGIs) are defined as indoor passive units that are certified to retain more than four times the weight (lbs.) of grease than the flow rating in gallons per minute (GPM) and meet specifications defined by Section 5(b)(3) of the General Permit.

All SCGIs shall be maintained in accordance with the manufacturer's recommendations. This includes a minimum quarterly (four times per year) clean out of the entire unit. The contents of the trap must be placed into a container for grease trap waste (brown grease). A written log and receipts of all cleaning and maintenance of the trap must be maintained on site for review by the LWPCA.

### **Outdoor In-Ground Grease Trap/Interceptor**

An outdoor in-ground grease trap must be emptied at least every three months or whenever 25% of the operating depth of the grease trap/interceptor is occupied by grease and settled solids, whichever is more frequent. Following a minimum one year of operation, the facility may submit a request to the LWPCA to extend the cleaning beyond the three-month period if the facility demonstrates that the level of grease and solids was less than 25% during each of the three-month intervals. The facility shall maintain a written log and receipts of all cleaning and maintenance of the trap.

*Please see links below for the:*

[Cleaning Log for Outdoor Grease Interceptors](#)

[Outdoor Grease Interceptor FOG Maintenance Requirements Poster](#)

The Standard Specification for LWPCA outside grease interceptors for kitchens is shown below: The outdoor grease trap/interceptor specifications are described in Section 5(b) (1) of the General Permit. Installation of a new outdoor grease trap/interceptor shall meet the specifications as described in the General Permit and the MDC specifications.

### **Compliance Dates**

Food service establishments and facilities that are applicable to this General Permit shall comply based on the following schedule:

All new facilities shall comply with the requirements of the General Permit before initiating such discharge. An existing facility, which begin operation prior to the effective date of the General Permit (September 30, 2005), shall comply with the requirements of the General Permit no later than July 1, 2011.

### **Best Management Practices**

- Renderable fats, oils, and grease shall be disposed of in separate storage containers for recycling by a renderer. No renderable fats, oils, and grease shall be discharged into grease trap/interceptors or AGRUs, sanitary sewers, dumpsters or storm sewers. "Renderable" means uncontaminated fats, oils and grease from the food preparation process that can be used as a source of material that is free of impurities and can be recycled into products such as animal feed and cosmetics.

- The owner/operator shall perform at least quarterly inspections of all indoor and outdoor grease trap/interceptors.
- For disposal in Connecticut, the contents of all grease trap/interceptors, AGRUs and other approved units shall be disposed of at a regional collection/transfer/disposal site. For disposal outside of Connecticut, the contents of all grease trap/interceptors, AGRUs and other approved units shall be disposed of in an environmentally accepted manner.
- The permittee may use hot water, steam, chemicals, or biological additives in the normal course of facility maintenance, but may not intentionally use hot water, steam, physical means, chemicals, or biological additives that will cause the release of fats, oils, and grease from the grease trap/interceptor. (Please see the link below for additional information.)
- No food grinder (garbage disposal) or food pulper shall discharge to any grease trap/interceptors, AGRUs or other approved units.
- All wastewater flows connected to the grease trap/interceptors shall be screened to prevent solids from entering the treatment units. Screened solids shall be disposed of in accordance with applicable solid waste regulations.

**Contact Us**

Individuals having questions regarding the LWPCA FOG Program may contact:

Litchfield Water Pollution Control

Contact: Ted Donoghue, Plant Superintendent

Phone: 860-567-7580 Cell 860-459-6169

Fax: 860-567-7581

Email: [wpca@townoflitchfieldct.gov](mailto:wpca@townoflitchfieldct.gov)

Address: 29 Stoddard Rd  
Bantam, CT 06750

**For additional information:**

The General Permit may be downloaded from the CT DEEP web site at:

[http://www.ct.gov/deep/lib/deep/Permits\\_and\\_Licenses/Water\\_Discharge\\_General\\_Permits/fog\\_gp.pdf](http://www.ct.gov/deep/lib/deep/Permits_and_Licenses/Water_Discharge_General_Permits/fog_gp.pdf)

- A. Technical standards as defined in the Sanitary Sewer Material and Construction Standards SHALL apply when in the opinion of the WPCA that excessive grease, oil or gross particles exist for a particular connection as directed by section 6.06 C.

- B. The WPCA SHALL have the right to inspect such facilities at any time during normal business hours.
- C. Failure to clean grease traps at specified intervals will result in monetary penalties as defined under Schedule of Penalties.
- D. A Grease Trap Log SHALL be furnished by the WPCA, which SHALL state the proper cleaning intervals for any traps. The log SHALL be updated at every cleaning and be available for viewing by WPCA personnel at all times. Failure to maintain Grease Logs will result in monetary penalties.
- E. Soup kettles and pressure cookers that do not drain through a grease trap must have all cooking residue and rinse water disposed of through a sink equipped with a grease trap.
- F. All fryolator grease must be stored in a proper, covered container until removal by a renderer. Grease trap waste, MAY in most cases, be disposed of by the renderer or the normal trash contractor.
- G. All sinks not draining through a grease trap must be posted as follows:  
NO CLEANING OF POTS, PANS, DISHES OR UTENSILS  
NO FATS, OILS OR GREASE
- H. No chemicals, emulsifiers or grease cutters other than bacteria SHALL be used in the maintenance of grease traps or drain lines in the Municipal Sewer System.
- I. A grease INTERCEPTOR SHALL be installed in the waste line leading from sinks, drains, or other fixtures in the following establishments; restaurant, cafeteria, hotel, hospital, institutional, factory, club and other commercial kitchens; food and meat packing and processing establishments; supermarkets, bakeries, and other

establishments where grease can be introduced. Food waste grinders (garbage disposals) SHALL not discharge to the drainage system through a grease interceptor. In addition, the following plumbing fixtures SHALL be considered to exceed the allowable 100 mg/liter of fats, oil and grease (F.O.G.) And therefore require grease TRAP protection:

1. Pot sinks.
  2. Rinse sinks, or troughs attached to dish machines (only the fixture, not the dish machine, need flow through a trap).
  3. Any other sinks into which fats, oils or grease MAY be introduced.
  4. Soup kettles of similar devices.
  5. Floor drains/sinks into which the kettles MAY be indirectly wasted or poured.
  6. Automatic hood wash units that connect or flow indirectly through the waste system.
  7. Any other fixture/drain through which significant amounts of F.O.G. MAY be introduced into the Sewer System.
- J. Grease Traps/interceptors SHALL be inspected monthly and SHALL be cleaned by a licensed septage hauler whenever the level of grease is 25% of the effective depth of the trap, or at least every three months, whichever is sooner. Failure to clean traps and interceptors at the specified intervals SHALL result in monetary penalties.

### **5.15 Connection Fees**

- A. A connection fee SHALL be charged to the PROPERTY OWNER(s) for connecting to the sewerage facilities, payable to the WPCA, in accordance with the following schedule:

1. **Connection Charge** - four thousand five hundred dollars (\$4,500) will be charged for each DWELLING UNIT and/or EQUIVALENT DWELLING UNIT CATEGORY connected to the SEWAGE WORKS as defined in section 5.15 E.
  
15. The WPCA MAY, on its own initiative, provide for payment of said connection fee in installments and determine the payment schedule and interest thereon in accordance with 7-253 of the Connecticut General Statutes. Where an installment payment plan is agreed upon, the WPCA SHALL cause the TOWN Clerk to record upon the land records a certificate of such fact in a form substantially in compliance with the form provided for by section 7-253 of the Connecticut General Statutes.
  
- B. No permit to connect with the sewerage works SHALL be issued until the connection fee therefore SHALL have been paid or an installment payment arrangement is made and recorded. All fees collected under this section SHALL be deposited in the SEWER CONSTRUCTION FUND account to be used solely for the construction, rehabilitation, and replacement of the sewerage works.
  
- C. Where an existing PROPERTY is redeveloped and modifies the quantity of equivalent dwelling units or categorical use of the property, the WPCA SHALL charge a connection charge for the incremental increase of the equivalent dwelling units and/or categorical change. The WPCA shall not issue credits for decrease in use from previous use of property.
  
- D. **SCHEDULE OF SEWER CONNECTION CHARGES**
  1. Payment of sewer connection charges. Sewer connection charges shall be due and payable in full prior to the time of connection. A certificate of occupancy for use of the property will not be issued by the Building Official until such charge is received by the Tax Collector

2. Engineering and Inspection Fees. The Water Pollution Control Authority may charge reasonable fees for the cost of engineering review of proposed building connections and for the cost of inspection of construction of such connections.
3. Connection Charge. Properties that will connect to the sewage treatment system, the sewer connection charge shall be defined by the WPCA per each equivalent dwelling unit (EDU).
4. Annual Review of Connection Charges. The Water Pollution Control Authority shall annually review the schedule of sewer connection charges and set a schedule of charges for sewer connections no later than June 30th.

**E. CONNECTION CHARGE CATEGORIES**

All residential dwelling units will be charged a connection charge equal to the standard charge for an EDU.

(# EDUs per Category) <sup>4</sup>

**Business/Commercial/Industrial**

Office (per individual unit) 0 – 5000 square feet	1.0
Up to and including each additional 2500 square feet over 5000 square feet pay an additional	0.5

Retail / Commercial (per individual Unit) < 5000 square feet	1.0
Up to and including each additional 2500 square feet over 5000 square feet pay an additional	0.5

Industrial (per EDU) <sup>1,3</sup>	1.0
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Restaurant / Food Preparation Establishment < 1000 square feet	1.0
Up to and including each additional 500 square feet over 1000 square feet pay an additional	0.5

Child Care Facilities used by less than 12 children	1.0
Up to and including each additional 6 children, pay an additional	0.5

Laundries per washing machine <sup>2</sup>	1.0
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Hotels / Motels / Rooming Houses / Convalescent Homes and Hospitals (per room)	0.5
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**Schools, Churches and Municipal Facilities**

Police Stations, Firehouses, Churches	1.0
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Elementary, Intermediate, High Schools < 100 Occupants (pupils / staff)	1.0
Up to and including each additional 25 occupants pay an additional	0.25

Footnotes:

<sup>1</sup> The number of EDUs for industrial flows will be based on flow estimates for a particular industry on an individual basis.

<sup>2</sup> Without recycling systems, with recycling systems fee is to be based on make-up water requirements.

<sup>3</sup> An equivalent dwelling unit (EDU) equals 35,000 gallons per year.

<sup>4</sup> The EDU value for each category shall be used to determine the corresponding connection charge presented in the “Schedule of Sewer Connection Charges” within this document.

## **5.16 Grinder Pumps**

Technical standards as defined in the Sanitary Sewer Material and Construction Standards SHALL apply when in the opinion of the WPCA that gravity flow to the SEWER is not permissible.

ITEM 7c. ii

## **5.17 Construction of Sewers by Developers**

### **1. AGREEMENTS WITH DEVELOPERS AUTHORIZED**

The WPCA is authorized to enter into agreements with developers, contractors or other owners of land for the construction of sewers or drains by and at the expense of such developers, contractors or owners, which sewers may become part of the public sewer system under the conditions hereinafter stipulated, and the said WPCA is empowered to make, from time to time, any necessary regulations stipulating the terms and conditions of said agreements not inconsistent with the provisions of this ordinance. The Chairman or Vice Chairman of the WPCA is authorized to sign all such agreements on behalf of the WPCA. The terms and the text of a standard form of agreement for work under this ordinance or any variations of said standard form to apply to any particular project thereunder shall be as approved by the Town Attorney. In cases where, in staff's opinion, special circumstances are involved, the Administration must bring the matter to

1- The Bureau of Public Works for approval.

### **2- PROVISIONS OF AGREEMENTS**

The WPCA shall specify in the terms of such agreements, or on plans which are made a part thereof, the limits, sizes and grades of the sewers or drains to be built and the nature of and limitations on the wastes or liquids to be conveyed. All the terms of and all subsequent amendments to the Sewer Use Rules and Regulations, shall be applicable to work done under such agreements. Such agreements shall provide that the full cost of construction of the sewer and all expense incidental thereto shall be borne by the developer or owner who shall, before commencing any work, deposit with the Town Clerk a sum deemed by the Public Work Director of said WPCA to be sufficient to defray the cost of preliminary surveys, of the preparation of designs and plans, of other expenses of preliminary engineering, of inspection, supervisory engineering, grade staking, measuring, testing and all other expenses of the WPCA incurred prior to or during construction, or during any maintenance period stipulated,

including allowances for pension, insurance and similar costs related to payroll. Such agreements shall also provide that, in case said deposit proves to be insufficient at any time during the progress of the work, further deposit shall be made upon notification by the Public Works Director, and that upon acceptance of the sewer or drain, any unexpended portion of said deposit shall be returned to the developer or owner. Once feasibility is determined the applicant shall provide detailed engineering plans and specifications to be approved by the WPCA. Prior to approval for construction the plan will be reviewed by the WPCA or its consultant for conformance with the Litchfield WPCA Rules and Regulations and Construction Standards as well as standard practice. Any cost associated with the review shall be borne by the applicant.

3- **RIGHTS-OF-WAY / EASEMENT**

Such agreement shall require, whenever the work is not in a duly accepted public highway, that adequate rights-of-way (minimum 20-foot width) be conveyed to the WPCA prior to the start of construction of such sewer, the terms of conveyance being subject to approval of the Town Attorney. Extensions in general shall be within the public right of way and shall be designed and constructed in such a manner that future extension is possible.

4- **INSURANCE REQUIRED**

All such agreements shall provide that the developer or owner or the contractor engaged by the developer or owner to perform the work shall assume all risks and hold the WPCA and the town harmless from any and all claims for damage arising from the work or its conduct. To secure such risks, adequate liability, property damage and compensation insurance in amounts fixed by the WPCA shall be required of the developer or owner or contractor performing the work who shall furnish proper and acceptable certificates of insurance before starting work.

5- **BOND MAY BE REQUIRED**

The WPCA, whenever in its opinion there is possibility of loss by the WPCA by reason of failure of the owner or developer to complete the work contemplated in the agreement, or any part thereof, or to comply with any maintenance requirements, may require as a part of said agreement that adequate bond or other surety acceptable to the District be submitted to insure completion and maintenance of the work.

6- **PAYMENT OF OUTLET CHARGE BY DEVELOPER**

The WPCA may establish and revise a schedule of fair and reasonable charges for connection into the sewerage system of any sewer or drain constructed under the terms of a Developer's Agreement. However, said WPCA may vary the amount of

connection charge to be collected from a developer when in its opinion the use of the established schedule of charges would not be fair and reasonable.

Connection charges may be paid by developers at the time of execution of the Developer's Permit-Agreement or deferred until the time that connection permits are issued.

The amount of connection charge to be paid by a developer, at the time of execution of the Developer's Permit-Agreement shall be set forth in the vote of the WPCA granting permission to said developer to construct said sewer or drain.

When a developer elects to defer payment of the connection charge, the amount of the deferred connection charge payable when the connection permit is issued shall be in accordance with the established schedule of charges in effect at that time.

The developer shall pay to the WPCA a flat charge per lot or per parcel of land at the time of execution of the Developer's Permit-Agreement to cover the additional administrative and recording fees associated with the deferment of charges.

All connection charges shall be paid to the WPCA and credited to the proper amount in the Sewer Construction Fund.

**7- ACCEPTANCE OF DEVELOPERS SEWERS**

After certification by the Director of Public Works that any sewer or drain constructed under the terms of this Ordinance has been completed in accordance with the plans, specifications and standards of the WPCA and that the maintenance period of 18 months fixed in the agreement has expired, and that all roadways, curbs, walks and other surfaces and appurtenances disturbed by the work have been properly restored, or that adequate security by bond or otherwise has been furnished to assure such restoration, the WPCA, upon recommendation by the Director of Public Works, may by resolution incorporate said sewer or drain into the Public Sewer System, to become effective as specified in such resolution.

**5.18 AVAILABILITY AND CAPACITY ANALYSIS GUIDELINES**  
**SANITARY SEWERS**

**Litchfield Water Pollution Control Authority**

**PURPOSE**

The Litchfield Water Pollution Control Authority (“LWPCA”) requires that an Availability and Capacity (AC) Analysis be completed prior to connecting or modifying a sewer connection through LWPCA’s Utility Service Department. An owner and/or developer may be required by their lender or another entity to obtain a letter from LWPCA stating whether there is, or is not, wastewater collection available (adjacent) to the proposed development/redevelopment/change-in-use at the site and if such services are of sufficient capacity for the planned development. The intent of the availability and capacity analysis process is to research the capability of the existing LWPCA wastewater collection and treatment system (including any pumping stations and downstream Water Pollution Control Facility) to meet the discharge rates and volumes for

the proposed residential dwellings of three or more units or commercial/industrial buildings. Residential properties of 1-2 units are exempt from the AC process.

### **AVAILABILITY AND CAPACITY (AC) PROCESS SUMMARY**

1. *A formal written request (hard copy)* for an availability and capacity analysis is made to the Litchfield Public Works, 101 Russell St, Litchfield, Connecticut 06759. or [wpca@townoflitchfieldct.gov](mailto:wpca@townoflitchfieldct.gov) , This request must include:
  - Location of the proposed development, including a street address and a location map.
  - Payment of the current Administrative Review Fee (See published rate at <https://www.townoflitchfield.org/entities/sewer-department>) by check made payable to LWPCA or through available online payment system. *Please do not submit checks separately from the hard copy request and without reference to the invoice or project/development name.*
  - Detailed technical information as described below in the “Required Detailed Information” section.
2. LWPCA staff will review the submitted information to determine if the LWPCA’s current infrastructure can accommodate the planned wastewater flow rates. LWPCA staff may request additional information as applicable to the particular development and design.
3. The LWPCA will provide a written response if there is, or is not, sufficient availability and capacity for the planned development to convey and treat wastewater from the referenced project, as detailed by the owner and/or developer.
4. Litchfield Public Works analysis does not focus on the technical adequacy of the design; such a review is conducted during the Developer’s Permit-Agreement process or connection permitting process by the Litchfield Public Works Department, as applicable.
  - a. Due to the age of the LWPCA infrastructure in some areas, additional investigation of the condition of the sanitary sewer mains may be required prior to finalizing the AC. The location or condition of the sewer main may necessitate installation to an alternate nearby LWPCA main. This additional investigation may include CCTV for sewers and structural analysis of manhole and sewers. Investigations and/or analysis requiring expense by the LWPCA will be paid by the owner/developer prior to proceeding with such activity.

5. Following the review of the required information, LWPCA will provide to the owner/requester with an AC letter (via email and regular mail) of LWPCA's determination on availability and capacity of the LWPCA system(s), with copies to the other appropriate municipal departments (i.e. Planning and Zoning, Development Services, etc.).
6. Once the AC approval is obtained, the Owner/Developer may then proceed to the Litchfield Public Works Department to apply for a sewer connection permit.

## **REQUIRED DETAILED INFORMATION**

### **Sanitary Sewer Service**

*The below requirements shall be adhered to by the Engineer when submitting the AC review request:*

1. Drawings – provide 24 x 36-inch sheets of:
  - a. Existing survey (including lot lines/owner names/addresses)
  - b. Utility Plan (no contours)
  - c. Grading Plan (with contours)
2. Estimated water usage and wastewater flow rates calculated per *DPH design flow guidelines*, with average volume per day (gpd) and peak flow (gpm). **Flow shall not be calculated using fixture counts (CT Plumbing Code maximums).**
3. The type of dwelling units planned for the development (single-family, townhome, multi-unit, etc.), or type of commercial or industrial facility (office, retail, restaurant, hotel, manufacturing, etc.), including lot size and proposed lawn coverage, if irrigation is planned.
4. For residential developments, the number of one-bedroom, two-bedroom, three-bedroom, etc. units planned for the development so that the volume of use per day (gpd) may be calculated per State of Connecticut Department of Public Health (DPH) guidelines. The Engineer is required to provide calculations for LWPCA review.
5. For commercial and industrial facilities, the size (square feet per use) and type of the proposed commercial or industrial facilities; specifically, the number of restrooms planned (office and retail), the number of seats (restaurant), the number of rooms (hotel), the number of beds (medical facility), the number of employees, etc.
6. Other water uses and sources of wastewater within the planned development, such as community buildings (kitchen facilities, rest rooms and/or locker rooms, etc.), swimming pool; HVAC equipment cleaning/blow down or fill cycles; intermittent but high instantaneous high flow processes (tank fill, tank draining, or other); or other facilities.

7. Condensation, roof drains/leaders, footing and/or underdrains (subsoil drainage/groundwater) and storm waters shall not flow to the sanitary sewer main.
  - a. If development is required to discharge flue condensate or any groundwater to the sanitary sewer, the developer shall have the discharge reviewed and approved by CT DEEP. The LWPCA will review the discharge and metering of flows with applicable fees/rates for this discharge.

## **SECTION VI. USE OF SEWERS**

### **6.00. Nature of Discharge**

No PERSON SHALL discharge or cause to be discharged, STORM WATER, INFILTRATION, INFLOW, natural streams, subsurface drainage, COOLING WATER, large continuous flow of water seeping into building or excavation soils or other underground sources, surplus from flow wells or unpolluted industrial process waters into any SANITARY SEWER.

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 WPCA at least forty-five (45) days prior to the proposed change or connection.

### **6.01. Classification of Sewers**

If the proceedings by or under which any public SEWER was laid out, constructed or conveyed to the TOWN, describes the kinds of wastewater for which that particular SEWER was intended, or what wastewater should be excluded therefrom, or what kind of a SEWER (i.e., sanitary, storm, etc.) it was to be, such description SHALL be considered evidence as to which of the several kinds of SEWERS described in these Rules and Regulations said particular SEWER SHALL be considered for purposes of determining what wastewaters MAY be discharged there into or SHALL be excluded therefrom. Provided that, if the original designation of said SEWER or wastes to be conveyed by it has been legally changed since the original proceedings, such amended classification SHALL be applicable.

**6.02. Discharge of Unauthorized Wastes**

If wastes other than those for the conveyance of which a particular SEWER was originally intended have been, at any time, discharged there into or conveyed thereby, such discharge SHALL not constitute any amendment of the originally and formally expressed intended use for the SEWER, unless the original designation SHALL have been amended by the WPCA.

**6.03. Determination of Classification of Sewer**

If the proceedings of the layout and construction of any particular SEWER or for its acquisition by the TOWN did not indicate what kind of SEWER it was to be or what wastes could or could not be discharged therein, the WPCA SHALL consider the pertinent facts and SHALL determine what kind of SEWER the said SEWER is to be considered for the application of the provisions of these Rules and Regulations and what waste or wastewaters SHALL be permitted to be discharged there into or be excluded therefrom. Except as, and until, the determination so made by the WPCA of the kind of SEWER or kinds of wastes to be permitted in or excluded from any SEWER, SHALL have been altered or changed by the WPCA, such determination by the WPCA SHALL control the classification of the SEWER and the kind of wastes which MAY be permitted to be discharged there into or to be excluded therefrom.

**6.04. Wastes Excluded from All Sewers**

No PERSON or OWNER SHALL discharge or permit to be discharged directly or indirectly from any premises under his control into any public SEWER of any kind or type, any of the following:

- A. Any substance or object likely to damage, injure, destroy, or cause an obstruction in any SEWER, or appurtenance thereof, into which is MAY be discharged;
- B. Sticks, stones of material size, coarse rubbish, rags, unground or unshreaded

GARBAGE, refuse or portions of any animal carcass more than one-half inch in longest dimension;

- C. Any debris or substance which by depositing any considerable quantity or sediment, by coagulation, by congealing or by attaching itself to the lining of the SEWER or to other substance being transported within the SEWER is likely to cause an obstruction in any SEWER or appurtenance;
- D. Any gasoline, kerosene, alcohol, oil, tar, benzene, naphtha, fuel oil, flammable or explosive gas, solid or vapor or any substance which MAY generate or form any flammable, explosive or combustible substance, fluid, gas, vapor or mixture when combined with air, water or other substance commonly found in SEWERS;
- E. Any liquid or vapor having a temperature higher than 150° Fahrenheit (65°C.);
- F. Any waters or wastes having a pH lower than 5.5 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the SEWAGE WORKS;
- G. Objectionable poisons, cyanides, or any substance likely to generate poisonous fumes that MAY interfere with, constitute a hazard to or be dangerous to human beings, or domestic or farm animals, or create any hazard in the receiving waters of the SEWAGE treatment plant;
- H. Any noxious or malodorous gas or substance capable of creating a public nuisance;
- I. Any ashes, cinders, straw, sand, mud, shavings, metal, glass, feathers, tar, plastics, wood, manure, animal guts or tissue, entrails, offal, blood, hair, hides, scraps, unshredded vegetables, or any other solid or viscous substance capable of causing obstruction to the flow in SEWERS or other interference with the proper operation

of the SEWAGE treatment works;

- J. Any water containing disinfectants, formaldehyde, toxic or poisonous substances in quantities sufficient to delay or interfere with SEWAGE treatment and sludge digestion process including the sedimentation biological and chemical processes used by the Town of Litchfield or any other TOWN at their SEWAGE treatment plants;
  
- K. Any industrial or commercial wastewaters other than domestic SEWAGE that have not first obtained the necessary permit from the State Department of Environmental Protection pursuant to Section 25-54i of Chapter 474a of the Connecticut General Statutes as amended and do not meet the applicable State and Federal pretreatment requirements;
  
- L. Any wastewater or SEWAGE likely to cause damage, injury, or loss to other PERSONS or to the property of other PERSONS who are lawfully entitled to use the SEWER or SEWERS through which said wastes are discharged, or to any PERSON or equipment engaged in SEWAGE treatment and disposal for the TOWN. This prohibition SHALL be understood as applying to the kind or character of wastes discharged into any SEWER and as limiting the quantity of wastes or waters which MAY be discharged from any one parcel or plot of property and the rate or rates at which wastes are discharged to approximately the quantity of SEWAGE or water which the SEWER was intended to receive from that particular parcel or plot;
  
- M. Any radioactive wastes or isotopes of such half-life or concentration as MAY exceed limits established by the WPCA in compliance with applicable State or Federal regulations;
  
- N. Any wastes prohibited by State or Federal laws or local rules and regulations in

effect in the Town of Litchfield.

- O. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which MAY solidify or become viscous at temperatures between thirty-two (32°F) and one hundred fifty degrees Fahrenheit (150°F) (0°C and 65°C).
  
- P. Any GARBAGE that has not been properly shredded. The installation and operation of any GARBAGE grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater SHALL be subject to the review and approval of the WPCA.
  
- Q. Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
  
- R. Any water or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite SEWAGE at the SEWAGE treatment works exceeds the limits established by the WPCA for such materials
  
- S. Any waters or wastes containing phenols or other taste- or odor-producing substances, in such concentrations exceeding limits which MAY be established by the WPCA as necessary, after treatment of the composite SEWAGE to meet the requirements of the State, Federal, or other public agencies of jurisdiction for such discharge to the receiving waters.
  
- T. Materials which exert or cause:
  - 1. Unusual concentrations of inert SUSPENDED SOLIDS (such as, but not limited to, Fullers Earth, lime slurries, and lime residues), or of dissolved

solids (such as, but not limited to, sodium chloride and sodium sulfate).

2. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
3. Unusual B.O.D., chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the SEWAGE treatment works.
4. Unusual volume of flow or concentration of wastes constituting "SLUGs" as defined herein.

U. 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.

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**6.05. Determination for Exclusion**

In determining whether any waste discharged or proposed to be discharged into any public SEWER is or is not to be excluded under Sections VI, or any subdivision of any of them of these Rules and Regulations, consideration SHALL be given to the quantity, time or times, rate and manner of discharge, dilution and character of the waste in question, the size of the SEWER into which it is or is to be discharged, the probable quantity of other SEWAGE in said SEWER at the time of discharge, the quantities of other objectionable wastes likely in said SEWER, and other pertinent facts. The WPCA shall establish and publish Availability and Capacity Guidelines as to the availability of sewers and the capacity of said sewer to accept proposed discharges to the sewer system in accordance with the Rules and Regulations and any local, state & federal regulatory requirements.

**6.06. Discharge Regulations**

A. If any waters or wastes are discharged, or are proposed to be discharged to the public SEWERS, which waters contain the substances or possess the characteristics enumerated in Section 6.04 and which in the judgement of the WPCA MAY have a deleterious effect upon the SEWAGE WORKS, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the WPCA 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.

If the WPCA permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment SHALL be subject to the requirements of all applicable codes, ordinances, and laws.

B. To facilitate compliance with the requirements of this section, the WPCA MAY require that the PROPERTY OWNER or party applying for a permit to install as new connection to any SEWER, or to alter or extend an existing BUILDING CONNECTOR SHALL, in any case where a sampling well, oil or grease trap or separator, diluting device, or similar appurtenance is or MAY be required, furnish to said WPCA as part of the application for said permit a plan or satisfactory description, or both, of the device (of whatever kind) which it is proposed to provide in accordance with the requirements of this section and description of the proposed operation thereof. Said plan, description, or both, SHALL become part of said

application and the installation of the device in accordance therewith SHALL be a condition attached to granting of said permit.

- C. Grease, oil, and sand removal SHALL be provided in accordance with section 5.14 when, in the opinion of the WPCA, it is necessary for the proposed handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients. Removal facilities SHALL be of a type and capacity approved by the WPCA and SHALL be located as to be readily and easily accessible for cleaning and inspection.
- D. 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 PROPERTY OWNER at his expense.
- E. When required by the WPCA, the OWNER of any property serviced by a building SEWER carrying substances outlined in Section 6.04 SHALL install a suitable control manhole together with such necessary meters and other appurtenances in the BUILDING CONNECTOR to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, SHALL be accessible and safely located, and SHALL be constructed in accordance with plans approved by the WPCA. This manhole SHALL be installed by the PROPERTY OWNER at his expense, and SHALL be maintained by him so as to be safe and accessible at all times.
- F. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance SHALL be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, and SHALL be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the

control manhole SHALL be considered to be the nearest downstream manhole in the public SEWER to the point at which the building SEWER is connected. Sampling SHALL be carried out by customarily accepted methods to reflect the effect of constituents upon the SEWAGE WORKS and to determine the existing of hazards to life, limb, and property. [The particular analyses involved will determine whether a twenty-four (24) hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, B.O.D. and SUSPENDED SOLIDS analyses are obtained from twenty-four (24) hour composites of all outfalls, whereas pH's are determined from periodic grab samples.]

All industries discharging into a public SEWER SHALL perform such monitoring of their discharge as the WPCA and/or other duly authorized employees of the TOWN MAY reasonably require, including installation, use, and maintenance of monitoring equipment, keeping records, and reporting the results of such monitoring to the WPCA. Such records SHALL be made available upon request by the WPCA to other agencies having jurisdiction over discharges to the receiving waters.

- G. No statement contained in this section SHALL be construed as preventing any special agreement or arrangement between the WPCA and any industrial concern whereby an INDUSTRIAL WASTE of unusually strength or character MAY be accepted by the WPCA for treatment, subject to payment therefor, by the industrial concern; provided that such agreements do not contravene any requirements of existing Federal and State Laws and are compatible with any USER CHARGE in effect.

**6.07. Powers and Authority of Inspectors**

- A. The WPCA and other duly authorized employees of the TOWN bearing proper credentials and identification SHALL be permitted to enter all properties for the

purpose of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this ordinance. The WPCA or its representative SHALL have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the SEWERS or waterways or facilities for waste treatment.

- B. While performing the necessary work on private properties referred to in Section "A" above, the WPCA, or duly authorized employees of the TOWN, SHALL observe all safety rules applicable to the premises established by the company and the company SHALL be held harmless for injury or death to the TOWN employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such MAY be caused by negligence or failure of the company to maintain safe conditions.
  
- C. The WPCA and other duly authorized employees of the TOWN bearing proper credentials and identification SHALL be permitted to enter all private properties through which the TOWN holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the SEWAGE WORKS lying within said easement. All entry and subsequent work, if any, on said easement SHALL be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

**6.08. Use of Storm Sewers**

STORM SEWERS, conduits or similar terms, are in general, intended to be used for conveying surface and STORM WATERS from streets, yards, and other ground surfaces, from roofs and other places. They SHALL also be used for conveying SUBSOIL

DRAINAGE waters, the flow of natural springs, groundwater, surplus from flowing wells, clean COOLING WATER as defined in Section II (10) of these Rules and Regulations, and subject to approval by the WPCA.

**6.09. Prohibited Discharge into Storm Drains**

No PERSONs SHALL discharge or permit to be discharged from property under his control into a STORM SEWER any waste or water which is polluted with organic or other matter which can decay, which is odorous, oily, or unsightly, or for any other reason is likely to or does give offense or cause damage or injury to nearby PERSONs or property when discharged into an open natural stream. No wastewater which is poisonous to PERSONs, animals or fish when discharged into a natural stream SHALL be discharged through any STORM SEWER. No coarse rubbish, sticks, large solids, offal, feathers, straw, cinders, ashes, scraps, leaves, oil, grease, combustible substance, or similar materials SHALL be permitted to enter any STORM SEWER. No materials, the discharge of which into natural streams, ponds, or lakes is prohibited by State or Federal law or regulation, SHALL be discharged into any STORM SEWER.

**SECTION VII. LICENSES AND PERMITS**

**7.00. Authorization To Work on Sewers**

To ensure compliance with the foregoing sections of these Rules and Regulations, and to facilitate the supervision of the construction, operation, and repair of SEWERS and the keeping of records thereof, no PERSON other than those described hereinafter SHALL construct, repair, alter or remove any SEWER, BUILDING CONNECTOR connected to or with or discharging directly or indirectly to or into, any public SEWER of said TOWN, or intended to discharge thus to some future time, regardless of whether said work is located in a public street or in public or private land. The following MAY, as indicated, construct, repair, alter or remove SEWERS subject to supervision and approval by the WPCA:

- A. Employees of a contractor employed by the Town of Litchfield operating under

orders of said WPCA and in the performance of work for said TOWN.

- B. Employees of the Town of Litchfield and employees of the State of Connecticut operating under and subject to permit for the particular job to be issued by the WPCA.
- C. Employees of any public utility corporation authorized by State law to construct, maintain and operate pipes or ducts within public highways within said TOWN, while engaged in work incidental to the regular structures of said utility company and operating under and subject to the conditions of a permit for the particular job issued by said WPCA.
- D. Any PERSON, firm or corporation holding a valid license issued by the State of Connecticut under Section 20-330-341 of the Connecticut General Statutes (1958), as amended, to perform the work defined under said General Statutes and when operating under and subject to the conditions of a permit for the particular job and issued therefor by the WPCA or its authorized representative.
- E. A PROPERTY OWNER MAY apply for a permit to construct His/her own BUILDING CONNECTOR from the BUILDING DRAIN to the BUILDING CONNECTOR LATERAL. No OWNER, unless He/She meets the requirements of a DRAIN LAYER, SHALL be allowed to initiate or conduct construction activities on the Publicly owned section of the SEWER. The OWNER must execute a hold harmless agreement and will be required to meet and be subject to all other regulations and requirements regarding the installation procedures for constructing a BUILDING CONNECTOR.
- F. All construction shall be permitted to be performed between the hours of 6:00 AM and 10:00 PM, Monday through Friday. In case of emergency authorization to proceed outside of these hours shall be subject to the approval of

the WPCA or its agent. Such approval shall be granted in writing.

**7.01. Surety Bond and Insurance**

Before any DRAIN LAYER MAY receive a permit to do work governed by these Rules and Regulations, he SHALL file with the Town of Litchfield and the Litchfield WPCA satisfactory surety bonds and protective liability insurance policy certificates for all work performed, to the effect that the PERSON or PERSONs including any subcontractors or their agents are properly insured against claims by employees or the public and against liabilities to be assumed under the terms of the DRAIN LAYER's permit. The required surety bonds and policies SHALL include (but MAY not be limited to) Commercial General Liability insurance, Automobile Liability, and where applicable, statutory Workers' Compensation insurance and SHALL be provided in the amounts so stated in the TOWN's current "Insurance Requirements". The Town of Litchfield and the Litchfield WPCA SHALL be added as "additional named insureds" to the DRAIN LAYER's Commercial General Liability and Auto Policies for all work performed on behalf of the Town of Litchfield or while operating under and subject to the condition of a permit(s) for the particular job(s) issued by the WPCA for the Town of Litchfield and so stated in those certificates. The DRAIN LAYER SHALL also execute a Supplemental Agreement which provides that the DRAIN LAYER is an independent contractor and neither the Contractor nor its employees nor the Contractor's subcontractors under any circumstances will be considered servants or agents of the Town of Litchfield or the Litchfield WPCA, and SHALL further execute a Hold Harmless Agreement that will indemnify and hold harmless the Town of Litchfield, the Litchfield WPCA and its respective officers, agents and employees from any loss, costs, damages, expenses, judgements and liability whatsoever kind or nature howsoever the same MAY be caused resulting directly or indirectly by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly by any of them or anyone for whose acts any of them MAY be liable resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law,

while operating under the permit(s) issued or from any negligence regarding said work; that the DRAIN LAYER SHALL reimburse the Town of Litchfield for any expense to said TOWN or its agents arising from any injury or damage to any SEWER or SEWER CONNECTOR any violation of the DRAIN LAYER or his agents or employees of any requirement of these Rules and Regulations; that the DRAIN LAYER SHALL faithfully execute in all respects all work performed under the permit(s) issued; that the drain SHALL restore the portion of any street or public place in which the DRAIN LAYER MAY have made an excavation incidental to work under said permit(s) to as good condition as it was prior to said work and also SHALL keep said street or public place in like good condition to the satisfaction of the TOWN or other public officer in charge thereof for a period of not less than one year after said restoration; that the DRAIN LAYER SHALL reimburse the TOWN or State for the expense of repairs to such street or public place made necessary by reason of the excavation made by the DRAIN LAYER; and that the DRAIN LAYER SHALL comply in all respects with the rules, regulations, laws ordinances, etc., relative to work in such streets or public places and with the terms of the permits which MAY be issued to the DRAIN LAYER by any of the foregoing public bodies and SHALL pay all fines imposed on the DRAIN LAYER for violation of these Rules and Regulations.

**7.02. Conduct of Drain Layer**

Each licensed DRAIN LAYER SHALL be responsible for the faithful and safe performance of all work performed under the permits issued to him and for the conduct of all work by his employees or agents. No work SHALL be sublet by a DRAIN LAYER under any permit in any manner to divest said DRAIN LAYER of full control and responsibility for all parts of said work. Only competent PERSONS SHALL be employed on work performed under such permit and only suitable materials conforming to the standards established by the WPCA SHALL be furnished or used on such work.

**7.03. Suspension of License Under Sections 20-330-341 of the Connecticut General Statutes (1958), As Amended**

Should the WPCA find that any DRAIN LAYER licensed under Sections 20-330-341 of

the General Statutes (1958), as amended, and doing work governed by these Rules and Regulations, has failed to conform to the requirements of these Rules and Regulations and to the conditions of any permit issued thereunder; or that such DRAIN LAYER has not been faithful in the performance of work or furnishing materials under his permit issued by the TOWN, the WPCA MAY suspend work under any permit issued to such DRAIN LAYER and recommend to the State of Connecticut that the DRAIN LAYER's license issued under Sections 20-330-341 of the Connecticut General Statutes (1958), as amended, be suspended or revoked as provided under the General Statutes.

Work under any permit suspended by the TOWN SHALL not resume until:

- A. The TOWN is notified by the State that the license has not been suspended or revoked; or
- B. If the license has been suspended or revoked, that said license has been restored; or
- C. In the event that the license has been suspended or revoked, that the PROPERTY OWNER requests in writing that the work resume under another licensed DRAIN LAYER. In such event, the TOWN MAY, in its discretion, issue a permit for same.

**7.04. Drain Layer Responsible**

Each licensed DRAIN LAYER SHALL save the Town of Litchfield, its agents and employees, and the State of Connecticut harmless from all loss or claims for loss, damage or injury arising from the operation of such DRAIN LAYER under any permits issued under his license or any negligence or failure on the part of such DRAIN LAYER in guarding, protecting or conducting the work thereunder or from damage to or obstruction or disturbance of any highways, pavements, walks, pipes, SEWERS, BUILDING DRAINS, BUILDING CONNECTOR's, BUILDING CONNECTOR LATERAL's, etc., caused by such work.

**7.05. Permits Required for All Work**

No PERSON, other than those working for and under the direction of the Town of Litchfield, SHALL make any excavation for or construction, install, lay, repair, alter, or remove any SEWER, BUILDING CONNECTOR, BUILDING CONNECTOR LATERAL, or appurtenance thereof, within the Town of Litchfield, which SEWER, BUILDING CONNECTOR, BUILDING CONNECTOR LATERAL, etc., is in any way connected to or discharges directly or indirectly to or into any public SEWER of said TOWN, or is intended at some future time to be so connected or so discharged, until said PERSON or party SHALL have applied for and secured from the WPCA or its authorized representative a permit for doing such work. Such permits MAY be issued only to those qualified to perform such work as provided in Section 7.00 of these Rules and Regulations. The WPCA of the Town of Litchfield MAY authorize competent representatives to act for it in receiving applications for permits and issuing such permits.

**7.06. Application For Permits**

Every application for a permit SHALL be made in writing on forms to be provided by the Town of Litchfield for that purpose and SHALL be signed by the licensed DRAIN LAYER or other qualified PERSON or party, or an authorized agent thereof. The application SHALL state the location and ownership of the property to be served by the SEWER in question, the post office address of said PROPERTY OWNER, a brief description of the work to be done, and SHALL contain an agreement that the permittee will do the work in accordance with the requirements of the Town of Litchfield and local laws, ordinances, regulations and permits as those laws, etc., MAY apply to the particular location or work and will save said TOWN and other harmless from damages, loss, damage claims, etc., in accordance with the terms of the DRAIN LAYER's insurance requirements provided for in Section 7.01 hereof; all in such form and detail as MAY be directed by the WPCA in the form provided. The WPCA, in its discretion, MAY require as a prerequisite to the issuance of any permit that it be furnished evidence (a) that any and all necessary permits, etc., to open public streets, public or private grounds or property have been or will be issued; (b) that the agent of the applicant is properly authorized to sign the application in

question; (c) that the devices or provisions to prevent the entry into public SEWERS, BUILDING CONNECTORS, BUILDING CONNECTOR LATERALS or BUILDING DRAIN of any substances forbidden entry by these Rules and Regulations will be provided, maintained and operated as required by Section VI, thereof; and any other information or proof pertinent to the particular job in question.

**7.07. Records of Permits and Work Thereunder**

All completed applications for permits and a record of work performed under every permit issued thereupon SHALL be kept as permanent records of the Town of Litchfield.

**7.08. Issuance of Permit**

Each permit to construct, alter or repair any SEWER or BUILDING CONNECTOR under this section SHALL be issued only after an application as hereinbefore is provided. It SHALL state the location and character of the work to be performed thereunder; the PERSON granted permission to perform such work; a time limit within which the work must be performed and at the expiration of which the privileges for construction under the permit SHALL terminate, unless the permittee SHALL have requested an extension of the time limit in writing and such time limit SHALL have been extended in writing by the WPCA; SHALL indicate the general character of wastes which MAY be discharged into the SEWER in question, and any other pertinent information or conditions. Permits SHALL not be transferable or assignable by the permittee.

**7.09. Permits To Be on Premises**

Permits SHALL be kept on the premises at all times where, and at all times when, work is in progress and SHALL be shown to any proper PERSON asking to see the same. All PERSONS operating under such permits SHALL be held responsible for conformity to the requirements thereof and of these Rules and Regulations.

**7.10. Revocation of Permit**

Any permit MAY be suspended, canceled or terminated by the WPCA on written notice to the permittee for violation of the conditions thereof or for violation of the requirements of these Rules and Regulations or of the standards and specifications established by said WPCA for such work as provided by these Rules and Regulations, or for other reasons in the public interest. Suspension, cancellation or termination of a permit MAY cover all or any portion of the work contemplated thereunder as the WPCA MAY direct. Suspension, cancellation or termination of a permit SHALL not entitle the permittee to any compensation or reimbursement from the Town of Litchfield or its agents for any alleged loss or expense incurred thereby, and permits SHALL be issued only on this condition.

**7.11. Permit Fees**

The Litchfield WPCA SHALL establish a schedule of permit fees. No SEWER permits will be issued unless the PERSON applying for the permit has deposited a check or cash payment to the WPCA in the amount determined by the Litchfield WPCA.

**SECTION VIII. ENFORCEMENT**

**8.00. Violation: Inspection and Correction Thereof**

If any PERSON SHALL construct, install, alter or repair any SEWER or connection to any public SEWER of the Town of Litchfield in violation of the requirements of these Rules and Regulations, or having obtained a permit as provided in these Rules and Regulations, SHALL construct, install, alter or repair a SEWER or connection thereto without having given the WPCA and its representatives adequate notice, time, opportunity and assistance, during regular working hours, to inspect such SEWER, or connection and the work and materials used thereon, said WPCA MAY, in its discretion, by written notice, order or direct the PERSON who constructed, installed, altered or repaired such SEWER, etc., and/or the OWNER of the property in which such SEWER, etc., MAY be located or which MAY be served thereby, or in whose interest and employ said work was done, to uncover and fully expose any or all portions of such SEWER or connection and afford said WPCA

and its representatives adequate opportunity to examine and inspect such SEWER, etc., and to secure such records thereof as MAY be required. If such SEWER, or connection and the appurtenances thereof SHALL be found not to be in full accord with the requirements of these Rules and Regulations and the standards established under its provisions, then said WPCA MAY by written notice order and direct such PERSON, or OWNER to make such changes in or additions to or remove portions of appurtenance of such SEWER, etc., as MAY be necessary to insure that such SEWER, etc., will conform to the requirements of these Rules and Regulations and of the standards established under its provision. All of such work SHALL be performed by said PERSON, or OWNER without delay and without expense to the Town of Litchfield.

**8.01. Assistance and Procedure in Suspected Violations**

If the WPCA of the Town of Litchfield SHALL have reason to believe that a SEWER or any part or appurtenance thereof, which is connected to or discharges into any public SEWER of the Town of Litchfield, has been constructed, repaired or altered or is of has been used, operated or maintained, or that substances are being or recently have been discharged through the same in violation of the requirements of these Rules and Regulations or of the standards established under its provisions, said WPCA SHALL inquire into the matter. Said WPCA MAY require that the OWNER, lessee or tenant of the property where such SEWER, etc., MAY be located or of property served by such SEWER, etc., assist said WPCA and its representatives in such inquiry and permit them to examine such SEWER, etc., and observe the manner in which such SEWER, etc., is used, operated or maintained and the wastes discharged through the same. If said WPCA SHALL find on such inquiry that there exists good reason to believe that the requirements of these Rules and Regulations have not been or are not being complied with, it MAY require that the OWNER, lessee or tenant of said property furnish said WPCA with adequate proof that said requirements are being conformed to and will continue to be complied with. If it SHALL appear that said requirements have not been or are not being conformed to or complied with, or that good reason exists to believe that they MAY not

thereafter be conformed to or complied with, said WPCA MAY by written notice order and require that such OWNER, lessee or tenant SHALL immediately take measures, provide and install such appurtenances, or make such changes in such SEWER, etc., or the manner or using and maintaining the same as will insure that said requirements will be conformed to or complied with thereafter. All assistance, proof, changes and new appurtenances required by this Section to be furnished or provided by the OWNER, lessee or tenant of property found to be in violation of these Rules and Regulations SHALL be promptly furnished by such OWNER, lessee or tenant without expense to the Town of Litchfield.

**8.02. Procedure Upon Failure to Correct Violation**

If any PERSON, after proper order or direction from the WPCA fails to take the remedial steps or perform the acts required by Sections 8.00 and 8.01 of these Rules and Regulations, or fails thereafter to use, operate and maintain any connection with the public SEWERs of the TOWN, or appurtenance thereof, as required by these Rules and Regulations, the TOWN, by such agents and/or facilities as it MAY choose, MAY disconnect the BUILDING CONNECTOR or BUILDING CONNECTOR LATERAL which was wrongfully connected, altered, repaired or used, or through which improper wastes were discharged into the public SEWER system from the SEWER or drainage system of the TOWN. In disconnecting such SEWER or BUILDING CONNECTOR, the TOWN MAY, if required, interfere with or cut off drainage from other portions of the property whereon such violation of these Rules and Regulations has occurred or of any adjacent property which is served by such BUILDING CONNECTOR. If the TOWN SHALL have disconnected a BUILDING CONNECTOR from the public SEWER system, as above provided, the TOWN SHALL notify the Health Director and MAY collect the cost of making such disconnection from any PERSON responsible for or willfully concerned in or who profited by such violation of the requirements of these Rules and Regulations. If the TOWN has disconnected any property from the public SEWER system, as above provided, it MAY thereafter refuse to permit the restoration of the former connection or of any new

connection to the property concerned in the violation of these Rules and Regulations until the claim of the TOWN for the cost of making such disconnection SHALL have been paid in full plus interest and the reasonable overhead and any legal expenses incurred by the TOWN in connection therewith.

**8.03. Procedure for Notice to Hookup or Replacement of Building Connector**

Where the WPCA has contracted the services of a DRAIN LAYER to install new, replacement SEWERS or rehabilitation of the existing SEWERS, the WPCA SHALL order PROPERTY OWNERS to hookup or provide a new BUILDING CONNECTOR to the new SEWER. Such action SHALL be proceeded by: (1) Notice to OWNER's by general mail of public hearing regarding same; (2) Hold a public hearing at which time information regarding the request for connection SHALL be presented and comments received from the OWNER's; (3) Subsequent to the public hearing, the WPCA shall convene to establish a time frame in which OWNER's SHALL comply with the request to hookup or replace BUILDING CONNECTOR; (4) The PROPERTY OWNERS SHALL be notified by certified mail of the established time frame to hookup or replace BUILDING CONNECTOR. Non-compliance with the request SHALL result in penalty as set forth in section 8.04.

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**8.04. Penalty for Violation**

Any PERSON violating any provision of these Rules and Regulations MAY be proceeded against and fined not exceeding the following schedule each day that any violation of these Rules and Regulations continues, and each day that any PERSON continues to discharge improper wastes or substances into any public SEWER SHALL be deemed a separate offense for the purpose of applying the above penalties. Annual Review of Penalty Fees. The Water Pollution Control Authority shall annually review the schedule of penalty fees and set and publish a schedule of charges no later than June 30th.

H. Connection to, opening, uncovering, alteration, or disturbance of the SEWER

SYSTEM without WPCA approval.

- I. Discharge of septage containing either industrial wastes or incompatible pollutants.
- J. Discharge of dewatering drainage into the SEWER SYSTEM.
- K. Lack of, or non-conforming, grease or oil trap/interceptor or Pre-Treatment Equipment on the BUILDING CONNECTOR or BUILDING DRAIN which discharges to the SEWER SYSTEM.
- L. Failure to properly maintain/service FOG and pre-treatment equipment to maintain proper working order and provide inspection and maintenance records as required
- M. Connection of a building storm drain to the SEWER SYSTEM.
- N. Wastewater discharge into a STORM SEWER.
- O. Building SEWER connection to manholes with WPCA approval.
- P. Failure to report violations.
- Q. Failure to arrange for construction inspections or obtain WPCA approval of construction.
- R. Failure to maintain BUILDING CONNECTOR or BUILDING DRAIN in good repair.

**8.05. Interpretation of Requirements, etc.**

The provisions of these Rules and Regulations, with respect to the meaning of technical

terms and phrases, the classifications of different kinds and types of SEWERS, the restrictions as to what wastes MAY be discharged into SEWERS, the regulations with respect to making connections to SEWERS and other technical matters, SHALL be interpreted and administered by the WPCA. Details as to SEWER use, SEWER connections, etc., not otherwise regulated or described by same provision of these Rules and Regulations, SHALL continue as heretofore established by local custom and practice, as interpreted by the WPCA.

#### **8.06. Appeal From Interpretation**

Any PERSON who MAY be aggrieved by any interpretation of any provision of these Rules and Regulations made by the WPCA or by an order issued by the WPCA under authority conferred by these Rules and Regulations or by any requirement of these Rules and Regulations, or by any classification of any SEWER or any wastewater proposed to be discharged into any SEWER made by the WPCA, MAY appeal from such interpretation, order, classification or requirement to the Litchfield WPCA. Any such appeal SHALL be in writing, addressed to the Litchfield WPCA, setting out the matter in reasonable detail and completeness. The Litchfield WPCA SHALL consider any such appeal made to it; and, if so, requested by any such PERSON interested therein, SHALL afford the aggrieved PERSON a hearing at which all interested parties MAY be heard, such hearing to take place not more than ten (10) days after such written appeal is filed unless the aggrieved PERSON agrees in writing to an extension. Thereafter, said Litchfield WPCA SHALL take such action in the matter of the appeal as MAY to it appear proper, and, in its discretion, MAY alter the interpretation, order or requirement of the WPCA in whole or in part. Until such time as said Litchfield WPCA SHALL have received and considered an appeal and SHALL have voted to change the interpretation, order or requirement of the WPCA, such interpretation, order or requirement of the WPCA SHALL be observed and remain in full force and effect.

#### **8.07. Amendment**

These Rules and Regulations MAY be amended in the manner prescribed by law.

**8.08. Validity of Provisions**

If any provisions, requirement or section of these Rules and Regulations, or any interpretation thereof by the WPCA, SHALL be adjudged invalid or unenforceable by reason of conflict with some other provision of law, such adjudication SHALL not affect the validity of any other provision hereof, but all other provisions, sections and requirements of these Rules and Regulations SHALL be deemed valid and effective and SHALL remain in full force and effect.

**SECTION IX. SANITARY SEWER EASEMENTS**

When a public SANITARY SEWER line is located or is proposed to be located across privately-owned property, execution of acquisition of a SANITARY SEWER line easement will be made if an existing easement is not recorded between the Town of Litchfield (GRANTEE) and the private PROPERTY OWNER (Grantor). The width of the easement SHALL be a minimum of 20-foot permanent easement and 10-foot temporary easement. The purpose of this easement will be to provide the GRANTEE the perpetual right, liberty and easement, in and through a portion of the premises of the Grantor for the purpose of entering, cleaning, digging, laying and maintaining a SANITARY SEWER pipe together with the right to enter upon the land adjacent to said easement at any time for a distance of approximately 15' either side of the centerline of the pipe, or as otherwise described in the easement description, for a working easement for the purpose of constructing, servicing, repairing or replacing said SANITARY SEWER pipe or any material connected therewith.

Existing and proposed easements SHALL not be encroached upon by the Grantor so as to restrict the GRANTEE's full access and maintenance rights. These encroachments include, but are not limited to the following: (1) Additions to existing buildings or structures; (2) Porches or decks; (3) Sheds, garages, or out buildings; (4) Swimming pools; (5) Trees and

large bushes; (6) Place or store any material on, grade, excavate, fill or flood; and (7) Any other structures or limiting activities encumbering the GRANTEE's rights. The GRANTEE SHALL not be responsible for replacement of any plantings or structures in the defined easement as a result of operation and maintenance or construction.

Should the Grantor cause or have caused such encroachments or restrictions, then the Town of Litchfield SHALL have the authority and justification to require the Grantor to remove such. Should the Grantor fail to remove such encroachments within the specified time-frame, as set forth by the WPCA, then the WPCA SHALL have the right to seek court orders requiring removal of the encroachments.

## **SECTION X - SEWER USE RATES AND CHARGES**

### **10.00 Purpose**

The purpose of this section is to establish fair and equitable charges for use of the TOWN's SEWAGE WORKS so that the OPERATION AND MAINTENANCE of said SEWAGE WORKS SHALL be self-supporting. OPERATION AND MAINTENANCE SHALL include replacement of publicly-owned SEWAGE WORKS to the pollutant source and to promote self-sufficiency of said SEWAGE WORKS with respect to OPERATION AND MAINTENANCE.

### **10.01 Sewer Use Charge**

A. *Equivalent Dwelling Unit Method Basis.* Consideration having been given that the volume and strength of all USERS' discharges in the predominant USER class, RESIDENTIAL, are relatively equal. A single-family dwelling SHALL be considered to have one unit usage equal to approximately 35,000 gallons per unit per year. Increments of the rate are assessed on large commercial and industrial USERS based upon the number of employees, fixture units, or some other appropriate factor that equates the flow and strength returned from non-RESIDENTIAL USERS to that of RESIDENTIAL USERS. Where water consumption readings are available, in the case of larger USERS, this basis of

computation MAY be used.

The charge per unit SHALL be determined by dividing the total OPERATION AND MAINTENANCE costs, minus funds from other sources, if any, by the total number of units and dividing the results by the collectable yearly billings.

No USER CHARGE<sup>s</sup> SHALL be imposed or revised until a public hearing as mandated by section 7-255 of the Connecticut General Statutes has been held thereon.

- B.** *Sewer Use Fund Account.* The revenues collected, as a result of the USER CHARGE<sup>s</sup> levied, SHALL be deposited in a separate non-lapsing fund known as the Operation, Maintenance and Replacement Fund.
  
- C.** *Use of Funds.* Fiscal year-end balances in the operation, maintenance, and replacement fund SHALL be used for no other purpose than those designated herein. Monies which have been transferred from other sources to meet temporary shortages in the operation, maintenance and replacement fund SHALL be returned to their respective accounts upon appropriate adjustment of the USER CHARGE rates for operation, maintenance and replacement. The USER CHARGE rate(s) SHALL be adjusted such that the transferred monies will be returned to their respective accounts within six months of the fiscal year in which the monies were borrowed.
  
- D.** *Properties to be Charged.* All properties which are connected to the SEWAGE WORKS SHALL be charged for the use of said SEWAGE WORKS for the year as determined by the billing cycle.
  
- E.** In any instance in which the WPCA determines that the biochemical oxygen demand (B.O.D.), SUSPENDED SOLIDS (SS) or other pollutant concentration

from a USER exceeds the range of concentration of these pollutants in normal SEWAGE, the WPCA SHALL increase the USER CHARGE to cover the increase cost of treating said SEWAGE.

**10.02 Computation Cycle**

Sewer use charges SHALL be computed on an annual basis.

**10.03 Liability of the Owner**

The OWNER of record at the time of billing of each year for the property on which a building is located SHALL be liable for the payment of the SEWER USER CHARGES.

**10.04 Lien and Collection**

SEWER use charges, together with interest thereon, SHALL constitute a lien upon the property on which the building is located, and such lien MAY be foreclosed and such charges MAY be collected in the manner provided in section 7-258 of the general statutes and other applicable statutes.

**10.05 Collections**

SEWER use charges SHALL be collected by the WPCA and deposited in a special account, designated the "wastewater operating fund". This fund SHALL be used for operation, maintenance and administration of the SEWAGE WORKS for payment of debt service and principal and interest on bonds and notes of the TOWN issued for construction of SEWAGE WORKS.

**SECTION XI - SEWER ASSESSMENTS**

**11.00 Purpose**

The purpose of ASSESSMENTS is for the payment of acquisition and construction costs and repayment of loans or bonds or any other borrowing of money required for the installation of new or replacement SEWAGE WORKS including construction costs, interest, legal, fiscal and administrative costs, design, inspection and other applicable costs

associated with the complete installation and acceptance of the sewerage facilities.

**11.01 Determination of Assessment**

A. *Basis of Assessment.* The method of ASSESSMENT SHALL be on an equivalent unit basis as determined in 10.01 (a) on a property-by-property basis for each OWNER benefitting from the construction of a SEWER. The ASSESSMENT per unit SHALL be determined by the WPCA and SHALL be based on the net cost of providing the SEWER. The net cost of the SEWER construction SHALL include the total cost of preliminary studies and surveys, design, detailed working plans and specifications, acquiring necessary land or property or any interest therein, damage award, interest charges during construction, legal and other administrative fees or costs, outlet benefits or deferred ASSESSMENTS, or any other expense incidental to the completion of the work, in addition to the cost of construction of a local SANITARY SEWER less any grants or other funds received by the WPCA or the TOWN for such purposes.

B. *Modification of Assessment.* The assessment to building owners on a particular SEWER project SHALL be adjusted accordingly each year as properties are developed or taken out of service. Credits and Debits SHALL be issued to building owners who have paid their assessments in full and adjustments in the yearly payment for those building owners who have chosen to make payments over the life of the loan or designated period. New buildings connected to the SEWER for a particular project SHALL be assessed their proportionate share of the initial expenses to be paid for in full or over the remaining number of payments remaining in the schedule.

**11.02 Collection and Payment of Charges**

A. *Notification of Assessments.* After the acceptance of any public SEWER improvement, the WPCA SHALL give notice by publication that benefits assessed

therefor are due and payable. It SHALL send notices to each of the OWNERS whose properties have been so assessed, stating the amount of the ASSESSMENT and when the same is due and payable.

- B. *Installment Payment for Assessment.*** The WPCA MAY provide for the payment of an ASSESSMENT in substantially equal annual installments, not exceeding forty (40), and MAY provide for interest charges applicable to such deferred payments, provided the last installment of any ASSESSMENT SHALL be due not later than one year prior to the date of the last maturity of any bonds or notes issued by the TOWN to finance the acquisition or construction of the sewerage system or portion thereof in respect to which the ASSESSMENT was levied, and provided further that such interest charges MAY not exceed the maximum rate of interest which the TOWN is obligated to pay on such bonds or notes.

The first installment SHALL be paid within thirty (30) days after the same is declared by publication to be due and payable and if so paid, the installment SHALL be without the addition of any interest charge. Each installment thereafter for the period of years established SHALL be due and payable on the dates stipulated by the WPCA.

The WPCA SHALL cause the TOWN clerk to record on the land records a certificate, signed by the WPCA, of such facts. Such certificate SHALL operate as notice of the existence of any plan for payment of such ASSESSMENT by installments and the TOWN clerk SHALL cancel or remove the same within seven (7) calendar days after the last installment due has been satisfied, or the total ASSESSMENT together with all interest, fees and charges has been paid in full and after receiving notification from the WPCA that such payment has been made.

- C. *Delinquent Assessments.*** Any ASSESSMENT of benefits or any installment thereof not paid within thirty (30) days after the due date, SHALL be delinquent and SHALL be subject to interest from such due date at the interest rate and in the

manner provided by the general statutes for delinquent property taxes. Each addition of interest SHALL be collectable as a part of such ASSESSMENT.

Whenever any installment of an ASSESSMENT becomes delinquent, the interest on such delinquent installment SHALL be as provided above or five dollars (\$5.00), whichever is greater.

Nothing herein SHALL be construed to limit the WPCA's authority to determine, levy and collect ASSESSMENTS pursuant to the Connecticut General Statutes

### **11.03 Lien and Collection**

Any unpaid ASSESSMENT and any interest due thereon SHALL constitute a lien upon the real estate against which the ASSESSMENT was levied from the date of such levy. Each such lien MAY be continued, recorded and released in the manner provided by the general statutes for continuing, recording and releasing property tax liens. Each such lien SHALL take precedence over all other liens and encumbrances except taxes and MAY be foreclosed in the same manner as property tax liens. The WPCA MAY collect such ASSESSMENTS in accordance with any mandatory provision of the general statutes for the collection of property taxes and the TOWN MAY recover any such ASSESSMENT in a civil action against any PERSON liable therefor.

## **SECTION XII – CAPITAL OUTLAY AND CAPITAL PROJECT AUTHORIZATION**

### **12.1 Authority and Purpose**

This section is adopted in accordance with the Town of Litchfield Charter and applicable Connecticut General Statutes to establish uniform procedures for the review, recommendation, and approval of capital outlay expenditures and capital project appropriations under the jurisdiction of the Water Pollution Control Authority (WPCA).

### **12.2 Capital Outlay within the Annual Operating Budget**

#### **A. Definition**

Capital outlay shall mean non-recurring expenditures for equipment, minor infrastructure improvements, or system components that are funded within the WPCA annual operating budget and do not require separate capital appropriation or bonding.

#### **B. WPCA Preparation**

The WPCA shall identify all proposed capital outlay items as part of its annual budget. Each item shall include sufficient detail to support review, including purpose, estimated cost, and operational necessity.

#### **C. Board of Selectmen Review**

Following WPCA approval, the proposed budget, including capital outlay, shall be submitted to the Board of Selectmen for review and recommendation.

#### **D. Board of Finance Review**

The Board of Finance shall review the WPCA budget and may approve, reduce, or reject capital outlay items.

#### **E. Public Hearing on Annual Budget**

Capital outlay items included in the WPCA budget shall be authorized upon adoption of the annual budget at a Public Hearing.

#### **F. WPCA Approval**

The WPCA shall approve all proposed capital outlay items as part of its annual budget

### **12.3 Capital Project Authorization**

#### **A. Definition**

Capital projects shall include major repairs, replacements, extensions, or improvements to the sewer system or WPCA facilities that require a separate capital appropriation and may involve the issuance of bonds or notes.

**B. Project Initiation by WPCA**

The WPCA shall initiate all capital projects under its jurisdiction and shall vote to recommend the project and proposed appropriation. Supporting documentation shall include:

- a. Scope and purpose
- b. Preliminary engineering or technical basis
- c. Estimated total project cost
- d. Proposed method of financing

**C. Board of Selectmen Review and Recommendation**

Upon approval by the WPCA, the proposed capital project and appropriation shall be submitted to the Board of Selectmen. The Board of Selectmen shall review the proposal and, if approved, forward it to the Board of Finance with its recommendation.

**D. Bond Counsel Review**

Any capital project involving the authorization or issuance of debt shall be reviewed by bond counsel retained by the Town. Bond counsel shall:

- a. Confirm the legal sufficiency of the proposed appropriation and financing
- b. Prepare or review bonding resolutions and related documentation
- c. Ensure compliance with applicable state and federal requirements

**E. Board of Finance Approval**

The Board of Finance shall review the proposed capital project, appropriation, and any related bonding authorization. The Board of Finance may approve, modify, or reject the proposal in accordance with its authority under the Charter.

**F. Public Hearing**

Capital appropriations and bonding authorizations shall be presented at a public hearing.

**G. Final WPCA Authorization**

Following all required approvals, the WPCA shall vote to formally authorize implementation of the project, including design, bidding, and construction, consistent with the approved scope and funding.

**12.4 Compliance and Limitations**

- A. No capital project shall proceed to bidding or construction without completion of all approvals required under this Section.
- B. All expenditures shall be made in accordance with the approved appropriation and applicable procurement requirements.
- C. Any anticipated or real material change in project scope resulting in cost exceeding the approved appropriation shall require further review and approval in accordance with the same process set forth herein.

### **12.5 Oversight and Reporting**

The WPCA shall maintain oversight of all authorized capital projects, including:

- Monitoring project expenditures against appropriations
- Reviewing and approving change orders
- Providing status updates to the Board of Selectmen and Board of Finance as requested

### **12.6 Recordkeeping**

All records related to capital outlay and capital project approvals, including WPCA actions, Board of Selectmen recommendations, Board of Finance actions, bond counsel documentation, and Town Meeting approvals, shall be maintained in accordance with applicable record retention requirements.

(Approved June 18 2026, Effective July 1, 2026)

## **SECTION XIII – DEBT SERVICE FUND**

### **13.1 Establishment and Purpose**

There is hereby established a separate fund to be known as the **WPCA Debt Service Fund** (the “Fund” or “Sewer Construction Fund”), in accordance with the Town of Litchfield Charter and applicable Connecticut General Statutes.

The purpose of the Fund shall be to:

1. Account for the payment of principal and interest on all bonds, notes, and other indebtedness issued for WPCA purposes;
2. Provide for the orderly accumulation and disbursement of monies for debt service obligations; and
3. Ensure transparency and proper financial management of long-term obligations of the WPCA.

### **13.2 Funding Sources**

The Debt Service Fund may be funded from one or more of the following sources, as authorized by the WPCA and approved in accordance with the Town Charter:

1. User charges, sewer use fees, and connection charges;
2. Transfers from the WPCA operating fund;
3. Proceeds of bonds or notes, where permitted;
4. Assessments or other revenues derived from WPCA operations;
5. Grants, reimbursements, or other legally available funds.

### **13.3 Budgeting and Appropriation**

#### **A. Annual Budget Inclusion**

All debt service obligations shall be included annually in the WPCA budget and clearly identified as debt service expenditures.

#### **B. Review and Approval**

The Debt Service Fund budget shall be subject to the same review and approval process as the WPCA annual budget, including:

- a. WPCA approval
- b. Review and recommendation by the Board of Selectmen
- c. Review and action by the Board of Finance

d. Approval at Town Meeting, where required by the Charter

**C. Appropriation Requirement**

No payments from the Debt Service Fund shall be made unless duly appropriated in accordance with the Charter, except as otherwise required by law for bonded indebtedness.

**13.4 Use of Funds**

A. Monies in the Debt Service Fund shall be used solely for:

- a. Payment of principal and interest on WPCA debt;
- b. Payment of related issuance costs, where authorized;
- c. Establishment and maintenance of required reserves, if applicable.

B. Funds shall not be used for operating or capital expenditures unrelated to debt service.

**13.5 Administration and Control**

A. The Fund shall be maintained by the Town Treasurer or other designated financial officer in accordance with the Town's financial policies.

B. The WPCA shall be responsible for monitoring debt obligations and ensuring sufficient revenues are available to meet all scheduled payments.

C. Disbursements shall be made in accordance with established municipal financial controls and procedures.

**13.6 Rate and Revenue Sufficiency**

The WPCA shall establish and periodically review user rates and charges to ensure that revenues are sufficient to:

- 1. Meet all debt service obligations as they become due;
- 2. Maintain any required coverage ratios or financial covenants associated with outstanding debt; and
- 3. Support the long-term financial stability of the WPCA.

**13.7 Compliance with Financing Requirements**

All debt service payments and fund administration shall comply with:

- 1. The terms and conditions of bond resolutions and related financing documents;

2. Requirements of bond counsel and applicable federal and state laws; and
3. Any covenants associated with the issuance of bonds or notes.

### **13.8 Reporting and Recordkeeping**

- A. The status of the Debt Service Fund shall be reported as part of the WPCA's regular financial reporting.
- B. Records of all revenues, transfers, and expenditures shall be maintained in accordance with applicable record retention requirements and accepted governmental accounting standards.

### **13.9 Surplus and Fund Balance**

Any unexpended balance in the Debt Service Fund at the end of a fiscal year shall be retained in the Fund and may be applied to future debt service obligations unless otherwise directed in accordance with the Town Charter or financing agreements.

(Approved June 18 2026, Effective July 1, 2026)

## **SECTION XIV-ORDINANCE CONCERNING COLLECTION AND ENFORCEMENT OF WPCA SEWER USER CHARGES**

### **14.1 Authority and Purpose**

This Ordinance is adopted pursuant to the authority granted to municipalities and water pollution control authorities under Chapters 102, 103, and 204 of the Connecticut General Statutes, including but not limited to §§ 7-245, 7-246, 7-247, 7-254, 12-135, and 12-172. The purpose of this Ordinance is to establish clear procedures for the billing, collection, liening, and enforcement of sewer user charges, sewer assessments, and related fees imposed by the Town of Litchfield Water Pollution Control Authority ("WPCA"), and to authorize the use of the municipal tax collection system, including State Marshals, for enforcement of unpaid amounts.

### **14.2 Definitions**

For purposes of this Ordinance:

1. **"Authority" or "WPCA"** means the Town of Litchfield Water Pollution Control Authority.
2. **"Sewer Charges"** means sewer user charges, sewer use fees, connection charges, benefit assessments, installment payments, interest, penalties, and any other charges lawfully imposed by the WPCA pursuant to state law or regulation.
3. **"Tax Collector"** means the duly appointed Tax Collector of the Town of Litchfield.
4. **"Owner"** means the record owner of real property served by or connected to the municipal sewer system.
5. **"Water or Sanitation Charges"** shall have the same meaning as provided in § 12-135 of the Connecticut General Statutes.

### **14.3 Billing and Due Dates**

- (a) Sewer Charges shall be billed by the WPCA or its designee at such intervals as the Authority shall determine.
- (b) All Sewer Charges shall be due and payable on the date specified on the bill.
- (c) Any Sewer Charge not paid when due shall be deemed delinquent.

### **14.4 Interest and Penalties**

- (a) Delinquent Sewer Charges shall accrue interest at the rate authorized by § 7-254 of the Connecticut General Statutes, calculated from the due date until paid.
- (b) The WPCA may also impose administrative fees and penalties as permitted by law.

### **14.5 Sewer Lien**

- (a) Pursuant to §§ 7-254 and 7-258 of the Connecticut General Statutes, any unpaid Sewer Charges shall constitute a lien upon the real property served by the sewer system.
- (b) Such lien shall take precedence over all transfers and encumbrances except taxes and may be continued, recorded, and released in the same manner as municipal tax liens.
- (c) The Tax Collector is authorized to record, continue, and release sewer liens on behalf of the WPCA.

**14.6 Collection Through Tax Collection System**

- (a) The WPCA may refer delinquent Sewer Charges to the Tax Collector for collection.
- (b) Upon referral, such Sewer Charges shall be deemed "water or sanitation charges" for purposes of enforcement under Chapter 204 of the Connecticut General Statutes.
- (c) The Tax Collector is authorized to issue demand notices, tax warrants, and alias tax warrants for the collection of delinquent Sewer Charges in the same manner as property taxes.

**14.7 Use of State Marshals**

- (a) The Tax Collector is authorized to engage one or more Connecticut State Marshals to execute tax warrants or alias tax warrants issued for the collection of delinquent Sewer Charges.
- (b) State Marshals shall be authorized to collect such charges statewide and to exercise all powers granted under § 12-135 of the Connecticut General Statutes, including levy, execution, garnishment, and seizure, as permitted by law.
- (c) Marshal fees and statutory costs shall be added to the amount owed by the delinquent Owner and collected as part of the enforcement action.

**14.8 Foreclosure of Sewer Liens**

- (a) The Town, acting through the WPCA or Tax Collector, may commence foreclosure proceedings to enforce sewer liens in the same manner as municipal tax liens.
- (b) Foreclosure may be pursued judicially or, where authorized by law, through summary foreclosure proceedings.

**14.9 Payment Agreements**

- (a) The WPCA or Tax Collector may enter into written payment agreements with delinquent Owners, provided such agreements are consistent with state law.
- (b) Failure to comply with a payment agreement shall result in immediate enforcement without further notice.

**14.10 Administrative Holds**

The Town may deny or withhold municipal permits, approvals, or certificates for any property with outstanding Sewer Charges, to the extent permitted by law, until such charges are paid in full.

**14.11 Severability**

If any section or provision of this Ordinance is held invalid, such invalidity shall not

affect the remaining provisions, which shall continue in full force and effect.

**14.12 Effective Date**

This Ordinance shall take effect upon adoption by the Town Meeting or other legislative body of the Town of Litchfield and shall apply to all Sewer Charges outstanding on or after such date.

(Approved June 18 2026, Effective July 1, 2026)