

Revised June 16, 2026

TOWN OF ELBA
SANITARY DISTRICT #1
ORDINANCES

Last Revised June 16, 2026

Sections 2, 6,8,9,and 11

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Section 1 Introduction

- 1.1** Preface: A Republic is a government of laws. A good Republic requires not only good laws, but laws which are readily available in written form to all who are subject to them, to the public officials and police officers who must administer them and to the judges and attorneys who must interpret and apply them. It is for this reason that the Sanitary District Commission of the Sanitary District of Elba has adopted this Code of Ordinances. This Code represents the contribution of the Sanitary District Commission to the democratic and efficient administration of the government and affairs of the Sanitary District of Elba.
- 1.2** Locality: The Elba Sanitary District #1 is part of the Town of Elba in Dodge County, Wisconsin. The Sanitary District is located on the east bank of the Crawfish River adjacent to the City of Columbus along both sides of STH 16. The area is approximately 25 miles northeast of the City of Madison and 10 miles southwest of the City of Beaver Dam. The natural drainage of the area is toward the Crawfish River. The locality is prone to local flooding during periods of heavy runoff. The District is served by a single sanitary sewer system. The sanitary sewer system collects and conveys domestic and commercial wastewater generated within the District to a lift station located at the southwesterly part of the collection system. From this point it is pumped under the Crawfish River to the City of Columbus wastewater system and is conveyed to City's wastewater plant for treatment.
- 1.3** ^{Title:} The Elba Sanitary District #1 shall also be referred to as the Sanitary District or the District.
- 1.4** Authority: This Code of Ordinances is adopted under the authority granted by Sections 60.71 of the Wisconsin Statutes.

Section 1 of the Code of Ordinances approved this day December 22, 1999

Signed Russell A. Farr
Russell Farr, District Chairman

Rebecca J. Kirchberg
Rebecca Kirchberg, District Clerk

Donald G. Lee
Donald Lee, Commissioner

Marjorie Groh
Marjorie Groh, Treasurer

Allen Link
Allen Link, Commissioner

Section 2 Creation

2.1 Order Establishing Sanitary District

2.1.1 Petition to Create: A petition, addressed to the Town Board and praying for the establishment of a sanitary district in the Town of Elba, having been filed with the Town Clerk, and on due notice a public hearing having been held on said petition, at the Town Hall of the Town of Elba, Dodge County, Wisconsin, on the 27th day of June, 1960.

2.1.2 Consideration: Now, after consideration of all objections to said proposal and the reasons in favor of it, we, as such board, do hereby declare and find that the said petition is signed by the requisite owners of real estate, as provided in subsection (1) of section 60.302 of the statutes, and that the proposed work is necessary, and that the public health, comfort, convenience and welfare will be promoted by the establishment of such district and the property included in the district will be benefitted by the establishment thereof.

2.1.3 Resolution: Now, therefore, it is hereby ordered, that a sanitary district is hereby organized, the corporate name of which shall be ELBA SANITARY DISTRICT #1 of the Town of Elba, and the boundaries thereof are hereby established as follows: Beginning at the Centerline of STH 16 and STH 60 at the West Dodge County line, thence northerly along West Dodge County line approximately 970' to the edge of the Crawfish River thence Northeasterly along the Southeast shore line of the river approximately 550', thence easterly approximately 180', thence southerly approximately 1470', thence Southeasterly along the north property line of homes along STH 60 and STH 16 approximately 960', thence southwesterly at right angles with the centerline of the highway a distance of approximately 400', thence northwesterly along the south property lines along the highway, a distance of approximately 500', thence southerly approximately 400', thence westerly approximately 520' to the Crawfish River, thence northwesterly along the east shore line of the river approximately 550' to the west line of Dodge County, thence northerly approximately 150' to the point of beginning, Dodge County, Wisconsin.

2.2 Reaffirmation of Creation: By the adoption of these ordinances the Town of Elba hereby reaffirms the creation of the Sanitary District as described in Section 2.1 as the same district that was originally created on June 6, 1960.

2.3. Right of Appeal

2.3.1 Right of Appeal: Special orders and emergency orders may be appealed by the discharger or agent of the discharger no later than thirty (30) days after the date of issuance to the Commission Board of Appeals as provided below:

2.3.1.1 If the President of the Commission receives a proper and timely appeal in writing, the appeal shall be presented to the Commission Board of Appeals

within thirty (30) days of receipt. The Commission Board of Appeals shall be appointed on an *ad hoc* basis and shall be comprised of the following three (3) individuals:

1. from the Town Board, the supervisor who has served the longest on the Town Board; and,
2. from the Commission, the Commissioner who has served the longest on the Commission; and,
3. from an adjacent sanitary district, a impartial commissioner selected by the supervisor and Commissioner designated above and who is also willing to serve on the Commission Board of Appeals.

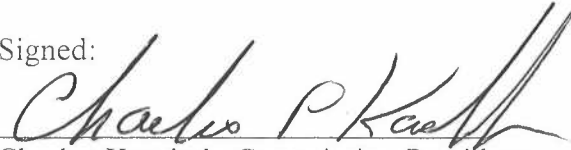
2.3.1.2 To the extent applicable and except where inconsistent with the provisions of these regulations, the Commission Board of Appeals shall utilize the procedure traditionally used by a Zoning Board of Appeals. The Secretary of the Commission shall serve in the capacity that the zoning administrator of the Zoning Board of Appeals serves. The decision of the Commission Board of Appeals shall be a final administrative determination.

2.3.2 Stay of Enforcement: In the event that such appeal deals with matters of performance or compliance with this Section for which enforcement activity relating to an alleged violation is subject, receipt of a discharger's written appeal shall stay all enforcement proceedings pending the hearing before the Commission Board of Appeals. Appeal on a final judgment by the Commission Board of Appeals entered pursuant to this Section may be taken in accordance with the law of the State of Wisconsin.

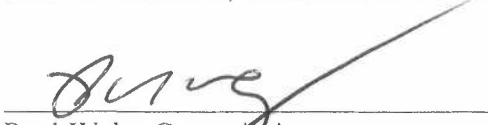
2.4 Validity: If any section, subsection, sentence, clause or phrase of this Code of Ordinances is for any reason held to be invalid or unconstitutional by reasons of any decision of any competent jurisdiction, such decisions shall not affect the validity of any other section, subsection, sentence, clause, phrase or portion thereof.

Section 2 of the Code of Ordinances approved this day: 6/16/2026.

Signed:


Charles Kaschub, Commission President


Lori Koenig-Fry, District Secretary


Paul Walz, Commissioner


Lorraine Kasmiski, Treasurer


Lorren Soter, Commissioner

Section 3 Adoption of Ordinances

- 3.1** Introduction: The Sanitary District Commission shall enact appropriate ordinances and revise said ordinances as needed.
- 3.2** Title: The Code of Ordinances is hereby adopted and enacted as the "Code of Ordinances of the Town of Elba Sanitary District #1, Dodge County, Wisconsin," and shall be treated and considered as a new and original comprehensive ordinance which shall supersede all other general and permanent Ordinances of the Sanitary District passed on or before December 31, 1999.
- 3.3** Provisions: All provisions of the Code shall be in full force and effect from the date of approval of each section by the Sanitary District Commission.
- 3.4** Publication: It shall be the express duty of the District Engineer or someone authorized by the District Commission Chairman to insert in their designated places all amendments, Ordinances or resolutions which indicate the intention of the Sanitary District Commission to make the same a part of the Code when the same have been printed or reprinted in page form, and to extract from the Code all provisions which may be repealed from time to time by the Sanitary District Commission. This copy of the Code shall be available for all persons desiring to examine it.
- 3.5** Repeal: All Ordinances or parts in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 3 of the Code of Ordinances approved this day December 22, 1999

Signed Russell A. Farr
Russell Farr, District Chairman

Donald Lee
Donald Lee, Commissioner

Allen Link
Allen Link, Commissioner

Rebecca J. Kirchberg
Rebecca Kirchberg, District Clerk

Marjorie Groh
Marjorie Groh, Treasurer

Section 4 Definitions : Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

Biochemical Oxygen Demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees C., expressed in milligrams per liter (parts per million). Quantitative determination of BOD shall be made in accordance with procedures set forth in "Standard Methods".

Building Drain shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer beginning five (5) feet outside the inner face of the building wall.

Building Sewer shall mean the extension from the building drain to the public sewer or other place of disposal, also called house connection.

Combined Sewer shall mean a sewer intended to receive both wastewater and storm or surface water.

Compatible Pollutant means biochemical oxygen demand, suspended solids, pH, or fecal coliform bacteria, plus additional pollutants identified in the WPDES permit for the City of Columbus wastewater treatment works.

Composite Sample denotes a sampling consisting of portions of a waste taken in proportion to the volume of the flow of said waste.

DNR means Wisconsin Department of Natural Resources.

Domestic Wastes shall mean wastewater discharged from sanitary conveniences which contains none of the prohibited discharges set forth in Section 12.4.1 of these ordinances.

Easement shall mean an acquired legal right for a specific use of land owned by others.

EPA means United States Environmental Protection Agency.

Floatable Oil is oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable oil if it is properly pretreated and the wastewater does not interfere with the collection system.

Garbage shall mean the animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods.

Holding Tank Waste is any waste from holding tanks such as chemical toilets, campers, trailers, septic tanks, and vacuum pump tank trucks.

Incompatible Pollutant means any pollutant which is not a compatible pollutant.

May is permissive (see Shall).

Natural Outlet shall mean any outlet including storm sewers and combined sewer overflows into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

Operation and Maintenance Costs shall mean all ordinary and necessary costs to the District for carrying out the administering of its powers, duties and functions and operating and maintaining the collection system, and shall include without limiting the generality of the foregoing: wages and administrative expenses, legal, accounting, engineering and consultant; fees and expenses, payments to retirement, health and hospitalization funds, fringe benefits, insurance premiums, expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary to maintain the capacity and performance of the collection system during its service life and on-site sewer maintenance.

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

pH: Shall mean the logarithm of the reciprocal of the hydrogen ion concentration. The concentration is the weight of hydrogen ions in grams per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen-ion concentration of 10^{-7} .

Pretreatment means the treatment of wastewater to remove or reduce the quantity of one or more pollutants prior to discharge to the District collection system.

Properly Shredded Garbage shall mean the wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/20 inch (1.27 centimeters) in any dimension.

Phosphorus (P) shall mean the total phosphorus in wastewater, which may be present in any of three principal forms: orthophosphates, polyphosphates, or organic phosphates. Quantitative determination of total phosphorus shall be made in accordance with procedures set forth in "Standard Methods".

Public Sewer shall mean a common sewer controlled by the District.

Sanitary Sewer shall mean a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.

Sewage is the spent water of a community. The preferred term is "wastewater."

Sewer shall mean a pipe or conduit that carries wastewater or drainage water.

Sewer Use Ordinance shall mean the Columbus Sewer Use Ordinance that regulates the use of public and private sewers and drains, disposal of holding tank and septic tank wastes into the public sewerage system and treatment plant in the City of Columbus; and provides penalties for violation thereof.

Shall is mandatory (see May).

Slug shall mean any discharge of water or wastewater which in concentration 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 or flow during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works.

Standard Methods shall mean the examination and analytical procedures set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater as prepared, approved and published jointly by the American Public Health Association, American Water Works Association, and the Water Pollution Control Federation, and is in compliance with Federal Regulations 40 CFR 136, "Guidelines Establishing Test Procedures for Analysis of Pollutants."

Storm Drain (sometimes termed Storm Sewer) shall mean a drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.

Suspended Solids shall mean total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater, or other liquids and that is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater" and referred to as nonfilterable residue.

Unpolluted Water is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities provided.

User Charge System shall mean the established criteria and methodology for levying user charges on users of the collection system and treatment facilities. The user charges shall be levied for the cost of debt retirement, operation, maintenance, and replacement of such wastewater treatment and disposal facilities.

User: A single customer who generates a typical volume of wastewater. Typically a single family residential home or Mobile Home..

Multiple User: A single customer who by the nature of their use can be assumed to generate a greater volume of waste than a typical User.

Wastewater shall mean the spent water of the community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with any groundwater, surface water, and storm water that may be present.

Wastewater Facilities shall mean the structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.

Wastewater Treatment Plant (WWTP) shall mean the wastewater treatment plant, located within the City of Columbus, and all equipment related thereto whether affixed to the land or moveable and all wastewater treatment plant improvements to be constructed in the future, to include influent pump station, preliminary treatment facilities, secondary treatment facilities, tertiary filtration facilities, disinfection facilities, sludge dewatering facilities, and sludge storage facilities.

Watercourse shall mean a natural or artificial channel for the passage of water either continuously or intermittently.

WPDES Permit means the permit to discharge pollutants obtained under the Wisconsin Pollutant Discharge Elimination System pursuant to Chapter 147 of the State of Wisconsin Statutes.

Section 4 of the Code of Ordinances approved this day December 22, 1999

Signed Russell A. Farr
Russell Farr, District Chairman

Donald Lee
Donald Lee, Commissioner

Allen Link
Allen Link, Commissioner

Rebecca J. Kirchberg
Rebecca Kirchberg, District Clerk

Marjorie Groh
Marjorie Groh, Treasurer

TOWN OF ELBA SANITARY DISTRICT NO. 1

ORDINANCE NO. 2003-3-19

ORDINANCE TO AMEND SECTION 5 RELATING TO AN
AGREEMENT WITH THE CITY OF COLUMBUS

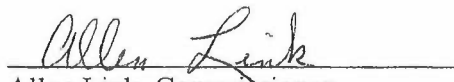
The Commission of the Town of Elba Sanitary District No. 1, pursuant to Section 60.77(5m) Wis. Stats., ordains that Section 5 of the Elba Sanitary District No. 1 ordinance is repealed and recreated to read as follows:

Section 5 Agreement with City of Columbus

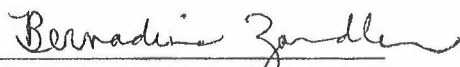
- 5.1 Introduction: The town of Elba Sanitary District No. 1 maintains an agreement with the City of Columbus for the treatment of all sanitary wastes generated by the District.
- 5.2 Agreement: This agreement between the Town of Elba Sanitary District No. 1 and the City of Columbus was developed to administer the wastewater treatment services which are provided by the City of Columbus. The City of Columbus provides the treatment of the wastewater from the Town of Elba sanitary collection system at their wastewater treatment facilities, which is located within the City of Columbus.
- 5.3 Amendments: The City of Columbus and the District may from time to time amend the agreement. Any amendment shall be approved by a majority vote of the District Commission and the City of Columbus Common Council. Any amendment shall be in writing and shall be signed on behalf of the Sanitary District and the City of Columbus.


Daniel Groh, District Chair


Donald Lee, Commissioner


Allen Link, Commissioner

Adopted this 19th day of March, 2003.

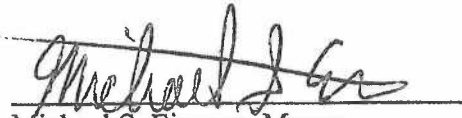
Attest: 
Bernadine Zandler, District Clerk

CITY OF COLUMBUS, WISCONSIN

RESOLUTION NO. 06-03

RESOLUTION TO AMEND ARTICLE IX OF THE
AGREEMENT BETWEEN THE CITY OF COLUMBUS
AND THE TOWN OF ELBA SANITARY DISTRICT NO. 1
DATED SEPTEMBER 19, 1995

The Common Council of the City of Columbus hereby resolves that the amendment to Article IX of the Agreement with the Town of Elba Sanitary District No. 1 attached hereto and made a part of this resolution is approved.


Michael S. Eisenga, Mayor

Adopted this 18th day of March, 2003.

Attest:


Anne Donahue, Clerk

Section 6 District Officials

6.1 Appointment of Officials

6.1.1 Appointment of Commissioners: District Commissioners shall be appointed at the first regularly scheduled Town of Elba Board Meeting after the first Tuesday of April. Appointments shall be staggered as to appoint one commissioner every two years pursuant to Wis. Stat. §60.75(2)(a), as may be amended from time to time.

6.1.2 Terms: District Commissioners shall serve a term of six years.

6.1.3 Temporary Commissioners: In the event that a District Commissioner can not serve out the term of their appointment the Town Board may appoint a temporary Commissioner to complete the term.

6.1.4 District President: The District President shall be selected by election of the District Commissioners. The District President shall serve as President for the length of their term or until a successor is elected by the District Commissioners.

6.1.5 District Clerk: The District Clerk shall be appointed by the District Commissioners. The Clerk shall serve at the discretion of the Commissioners. The Clerk position may be combined with the Treasurer position.

6.1.6 District Treasurer: The District Treasurer shall be appointed by the District Commissioners. The Treasurer shall serve at the discretion of the Commissioners. The Treasurer position may be combined with the Clerk position.

6.1.7 District Engineer: The District Engineer shall be appointed by the District Commissioners. The Engineer shall serve at the discretion of the Commissioners.

6.2 Duties and Responsibilities of District Official

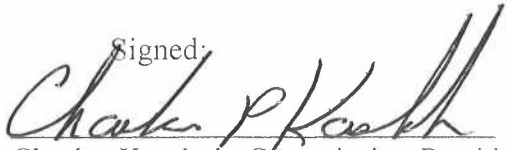
6.2.1 District President: The District President shall: Preside over Commission meetings, preside at regular and annual District meetings, sign all ordinances, resolutions, bylaws, orders, regulations, commissions, licenses and permits adopted or authorized by the District Commission, assure administration of statutes, act on behalf of the District, and act on authorization of the District.

6.2.2 District Commissioners: Attend Commission meetings, vote on all matters related to the operation of the District and any other duties as directed by the District President. Oversee the actions of the other members of the District Commission, consider and vote on possible actions to be taken by the District, and voice accounts and claims of the citizens of the District.

- 6.2.3 District Treasurer: The district Treasurer shall: Receive and disburse District money, deposit District money, and maintain the financial records of the District including monthly billings as provided in Section 10.
- 6.2.4 District Clerk: The District clerk shall: Keep a full record of District meetings, file all accounts and claims approved by the District and handle all sale of real property, notices, records, licenses, and street trade permits. The District Clerk shall maintain the official copy of the District ordinances and all amendments to said ordinances.
- 6.2.5 District Engineer: It is the duty of the District Engineer to properly provide engineering services to the District and inform the Commission of factual information upon requests. The Engineer shall prepare an annual budget and rate evaluation for review and approval by the District each January.

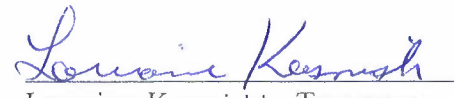
Section 6 of the Code of Ordinances approved this day: 6/16/2026.

Signed:


Charles Kaschub, Commission President


Lori Koenig-Fry, District Secretary


Paul Walz, Commissionner


Lorraine Kasmiski , Treasurer


Lorren Soter, Commissionner

Section 7 Meetings

- 7.1 Regular Meetings: The District Commission shall schedule regular meetings as needed to conduct the business of the District. The time, date, and location of each meeting shall be provided to the Town Clerk at least two weeks before the meeting.
- 7.2 Annual Meeting: The Annual Meeting shall be held after the Annual Town Meeting and before the last Day of April each year.
- 7.3 Special Meetings: Meetings for specific issues and meetings other than Regular Meetings shall be scheduled as needed by the District Chairman or his delegate.
- 7.4 Budget Hearing: The Budget Hearing shall be held in November of each year.

Section 7 of the Code of Ordinances amended this day Apr. 12th of 2000.

Signed Russell G. Farr
Russell Farr, District Chairman

Rebecca J. Kirchberg
Rebecca Kirchberg, District Clerk

Donald G. Lee
Donald Lee, Commissioner

Marjorie Groh
Marjorie Groh, Treasurer

Allen Link
Allen Link, Commissioner

Section 8 Operations

- 8.1** Annual Budget: Each year the District Treasurer and/or his or her delegate shall prepare an annual budget report for the District. The Treasurer shall base his or her budget calculations on the previous year. The budget shall include a summary of the total costs to operate the District including treatment costs, salaries, and operating costs. A summary of the assets of the District including investment pool funds, checking and savings accounts, and outstanding billings due the District from users shall also be included.
- 8.2** Budget Year: The Annual Budget shall be reviewed by the District Commission at the Budget Hearing. The budget shall go into effect on January 1st and shall be in effect for one year.
- 8.3** Budget Approval: The District Commission shall have the power to revise the Annual Budget as it deems necessary.
- 8.4** Grant Acceptance Appliance: This Ordinance is designed to comply with the requirements of Chapter 281 of the Wisconsin Statutes and NR and codes pertaining to the user charge system in conjunction with the acceptance of a construction grant.
- 8.5** Agenda: The agenda shall be prepared and posted under the direction of the District President by either the President or his delegate.
- 8.6** Billing Procedure and Penalty: User charges for sewer service shall be billed monthly. The bills shall be paid to the District Treasurer. All bills are to be mailed by the end of the first week of the month, and are to be due on the 20th of the month. Any fees not paid by this date shall be considered delinquent and an interest charge as provided in Section 10 Fees, shall be added to the bill per month. Connection fees and other special charges not included in the service billing shall be billed as incurred and due within twenty (20) days of billing. Special assessments shall be billed and paid as provided in the authorizing resolution. Any account delinquent for more than 90 days as of October 1st shall be placed on the tax roll of the property. Accounts delinquent for less than 90 days as of October 1st may be placed on the tax roll of the property to which the delinquent bill applies at the discretion of the District Treasurer.
- 8.7** Notifications
- 8.7.1** Rates: Each user shall be notified annually in conjunction with a regular bill, of the user charge rate and that portion of the user charges attributable to wastewater treatment services.
- 8.7.2** Collection Penalty; Notification of Delinquency: Customers may be notified of service charge delinquencies through regular billing. The Commission Treasurer

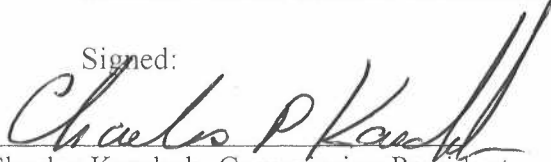
shall notify customers of delinquent collection or other special charges. By October 15th and prior to placing the delinquent charges on the tax roll, final written notification of the delinquency shall be forwarded to the owner of the property, at the address listed on the tax rolls in the manner provided for in Wis. Stat. §§ 66.0821(4) and 66.0809, as may be amended from time to time. A tax lien collection penalty shall be added to any delinquent account that is receiving such notice. The penalty shall be established by resolution of the Commission and shall be applied per REU on the delinquent account. On an annual basis, the Commission shall review the amount of the collection penalty and adjust the dollar amount as it deems necessary.

8.7.3 Delinquent Charges May Become Liens Against Real Estate: Delinquent service charges and delinquent connection charges shall be a lien on the property served and may be placed on the next succeeding tax roll for collection in the manner provided for in Wis. Stat. §§ 66.0821(4) and 66.0809, as may be amended from time to time. Delinquent charges are added to the tax roll on an annual basis.

8.7.4 Collection of Delinquent Payments: In addition to all other methods provided by law, delinquent payments may be collected as a special charge against the property served in the manner provided by Wis. Stat. §66.0821.

Section 8 of the Code of Ordinances amended this day: 6/16/2026

Signed:


Charles Kaschub, Commission President


Lori Koenig-Fry, District Secretary


Paul Walz, Commissioner


Lorraine Kasmiski, Treasurer


Lorren Soter, Commissioner

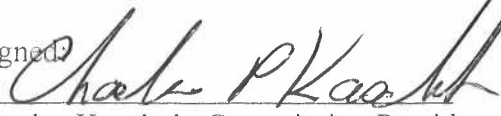
Section 9 Sewer User Charges

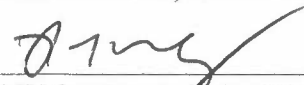
- 9.1** Purpose: The purpose of this Section is to regulate the sewer use charges to all users of the District, ensuring that all users pay an appropriate share of the costs of sewer service. Further, it is the purpose of this Section to ensure that sufficient revenues are collected to pay all Sanitary District costs associated with owning, operating and maintaining the wastewater collection facilities.
- 9.2** Fiscal Categories
 - 9.2.1** Sewer Hookup Charges: Sewer hookup charges shall be established so that revenues collected cover debt retirement, operation, and maintenance costs, and future replacement costs of the wastewater collection facilities.
 - 9.2.2** Debt Retirement: All payments for short and long term debt incurred by the District for the operation, maintenance, and replacement of District assets including the collection and pumping system.
 - 9.2.3** Future Replacement Costs: The District shall maintain a capital fund account that shall be reserved for the future replacement of the existing collection system.
 - 9.2.4** Treatment Costs: All costs billed by the City of Columbus for the treatment of the collected wastewater. This shall include all fixed costs related to the operation of the lift station.
- 9.3** Establishment of Charges: Based on the Annual budget prepared by the District Treasurer and/or his or her delegate, projected annual costs for debt retirement, future replacement costs, operation and maintenance costs, and treatment costs shall be calculated. The projected annual budget shall be divided by twelve and then divided by the number of hookups to determine the monthly hookup charge.
- 9.4** Additional Charges: Costs attribute to a specific user shall be billed to the user based on the actual costs incurred by the District times the District overhead multiplier such as:
 - 9.4.1** Actual Costs incurred for monitoring and sampling performed by the Sanitary District or agents of the Sanitary District for the purpose of verifying wastewater concentrations or establishing quantities for billing purposes.
 - 9.4.2** Actual Costs incurred for user-requested monitoring and sampling.
 - 9.4.3** Actual Costs incurred for monitoring and sampling performed by the Sanitary District or agents of the Sanitary District for the purpose of determining compliance with the Sanitary District Ordinance.

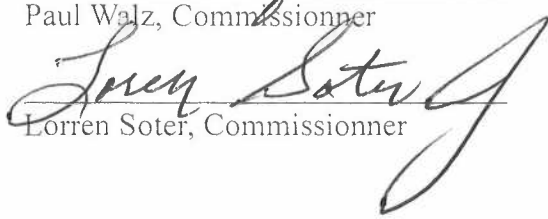
- 9.4.4 Actual Costs incurred for monitoring and sampling or other services performed by the Sanitary District or agents of the Sanitary District relative to any pretreatment facilities.
- 9.4.5 Any increased costs of managing the effluent or the sludge at the wastewater treatment facilities due to a user's discharge or toxic or other incompatible pollutants.
- 9.4.6 Actual Costs incurred for handling a user's check returned for insufficient funds.
- 9.4.7 Actual Costs incurred for special handling not provided for elsewhere in this Section.
- 9.5 Record-Keeping System: The District Treasurer shall maintain an adequate record-keeping system to implement the hookup charges and all additional user charges.
- 9.6 Special Charges: In addition to general sewer service charges, District customers may be subject to special charges. Whenever any user discharges waste into the District's sewers or sewerage system which causes physical damage to the District's wastewater facilities or which causes the District to incur unusual additional costs the District may assess a special charge against such user for the work required to repair the facilities or to recover the unusual additional cost. Special charges shall be in addition to the service charges levied under this section and shall be billed directly to the user.
- 9.7 Special Assessments: When authorized by resolution of the Commission, the cost of any District sewerage system work or improvement may be levied and collected by special assessment against benefitted property pursuant to Wis. Stat. §66.0703 or other applicable special assessment procedures.
- 9.8 Tax Levies: When authorized by resolution of the Commission, the cost of any District sewerage system work or improvement may be levied against property in the District and collected in accordance with applicable law.

Section 9 of the Code of Ordinances approved this day: 6/16/2026

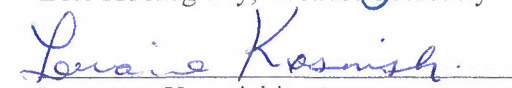
Signed:


Charles Kaschub, Commission President


Paul Walz, Commissionner


Lorren Soter, Commissionner


Lori Koenig-Fry, District Secretary


Lorraine Kasmiski, Treasurer

Section 10 Fees

- 10.1 Interest on Delinquent Bills: 2% of the total outstanding balance per month including previous interest.
- 10.2 Sewer Connection Fee: The fee for connection to the Elba Sanitary District #1 shall be \$1,500.00 per connection. The fee shall be paid prior to installation and connection.
- 10.3 Delinquent Surcharge: There shall be a delinquent surcharge of 6% on all delinquent tax roll accounts.
- 10.4 Surcharge: A fee of \$75.00 per month shall be charged for failure to meet District Ordinances as determined by the District Commission.
- 10.5 Accidental Discharges: A maximum of \$500.00 per discharge.
- 10.6 Violations: Any person who shall continue any violation beyond the time limit provided by the District, shall forfeit an amount not exceeding one thousand (\$1,000.00) dollars for each violation for residential, commercial and public users, and five thousand (\$5,000.00) dollars for each violation for industrial customers. Each day in which any such violation shall continue shall be deemed a separate offense.
- 10.7 Discharge of Holding Tanks: A maximum of \$25.00 per discharge.
- 10.8 ^{Fee Changes?} The district Commission shall review this section as needed and make changes to the fees listed.
- 10.9 ^{Waivers or Reductions?} The District Commission at the request of an applicant may waive or reduce the fees as required here in.

Section 10 of the Code of Ordinances approved this day ^{May 22nd} ~~April 24~~ of 2000.

Signed Russell A Farr
Russell Farr, District Chairman

Donald Lee
Donald Lee, Commissioner

Allen Link
Allen Link, Commissioner

Rebecca J. Kirchberg
Rebecca Kirchberg, District Clerk

Marjorie Groh
Marjorie Groh, Treasurer

Section 11 Sewer Use Regulations

11.1 General Provisions

11.1.1 Purpose

11.1.1.1 The Section sets forth uniform requirements for discharges into the District Collection System and enables the District to protect the public health in conformity with all applicable local, state and federal laws relating thereto.

11.1.1.2 To ensure proper design and construction of all connections to the Collection System.

11.1.1.3 To prevent the introduction of pollutants into the Collection System which will interfere with the normal operation of the sanitary system or contaminate the resulting treatment works' sludge.

11.1.2 Responsibility of the Customers: The proper use of District Collection Facilities by Residents of the District is required for all wastewater disposal.

11.1.2.1 Unsanitary Deposits: It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the District, any human or animal excrement, garbage, or objectionable waste.

11.1.2.2 Discharge to Natural Outlet: It shall be unlawful to discharge to any natural outlet within the District any wastewater or other polluted waters, except where directed by the District.

11.1.2.3 Private Waste Disposal Systems: Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater within the limits of the District.

11.1.2.4 General Prohibited Discharges: No person shall discharge wastes to a Sanitary District sewer which cause or are capable of causing, either alone or with other substances:

(a) A fire or explosion.

(b) An obstruction of flow or damage to the wastewater facilities.

(c) Danger to life or safety of persons.

- (d) Air pollution as defined in Wis. Stat. §285.01(3), as amended from time to time, and in any regulations and/or orders of any regulatory agency issued thereunder.
- (e) Prevention of effective maintenance or operation of the wastewater facilities.
- (f) Any product of the District's treatment processes or any of the Sanitary District's residues, sludge or scums to be unsuitable for reclamation and reuse or to interfere with reclamation processes.
- (g) A detrimental environmental impact, a nuisance, or any condition unacceptable to any public agency having regulatory jurisdiction over the Sanitary District.
- (h) Any sanitary sewer or the Sanitary District wastewater facilities to be overloaded.
- (i) Excessive Sanitary District collection and treatment costs or use of a disproportionate share of the Sanitary District facilities, in the opinion of the Commission or its designee.
- (j) A violation of the Sanitary District WPDES permit.
- (k) Any shock or slug load, including oxygen-demanding pollutants (COD, BOD, etc.) released in a single extraordinary discharge episode of such volume or strength as to interfere with or reduce the ability of the wastewater treatment facility to adequately perform treatment under its WDES Permit, fail any measured monitoring criteria, or fail a WET (Whole Effluent Toxicity) test.
- (l) Any water or wastes from a sump pump.

11.1.2.5 Specific Prohibited Discharges: Prohibited discharges shall include but not be limited to:

- (a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
- (b) Any wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction or in combination with other wastes, to injure or interfere with any waste treatment process, constitute a danger to humans, flora or fauna, create a public nuisance or create any hazard in the receiving waters of the wastewater treatment plant.

- (c) 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, or operating personal.
- (d) Solids or viscous substances including, but not limited to, such substances as ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, improperly shredded garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers either whole or ground by garbage grinders.
- (e) Any wastewater from industrial plants containing floatable oils, fats, or greases.
- (f) Any wastewater which contains organo-sulfur or organo-phosphate pesticides, herbicides or fertilizers.
- (g) Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
- (h) Any water or wastes containing odor-producing substances exceeding limits which may be established by the Sanitary District.
- (i) Any substance with objectionable color not removed in the treatment process such as, but not limited to, dye wastes and vegetable tanning solutions.
- (j) Wastewater containing polychlorinated biphenyls.

11.1.3 Required Connection to Wastewater Facilities: The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the District and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sewer of the District, is hereby required at the owner's(s) expense to install suitable sanitary conveniences therein, and to connect such facilities directly with the proper public sewer.

11.2 Building Sewers and Connections

11.2.1 Permits: No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit.

There shall be two (2) classes of building sewer permits:

For residential and commercial service, and
For service to establishments producing industrial wastes.

In either case, the owner(s) or his agent shall make application on a special form furnished by the Sanitary District. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the District. A permit and inspection fee shall be charged as directed in Section 10 of the Ordinance. The fee shall be paid at the time of applications.

- 11.2.2** Owner's Cost: All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner(s). The owner(s) shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- 11.2.3** Separate Building Sewers: A separate and independent building sewer shall be provided for every building.
- 11.2.4** Existing Building Sewers: Old building sewers may be used in connection with new buildings only when they are found on examination and test to meet all requirements of this Section.
- 11.2.5** Depth of Building Sewer: Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, wastewater carried by such building drains shall be lifted by an approved means and discharged to the building sewer.
- 11.2.6** Exclusion of Unpolluted Water: No person(s) shall make connection of roof down spouts, foundation drains, areaway drains, or other inflow sources of surface runoff or groundwater to a building sewer or building drain which, in turn, is connected directly or indirectly to a public sanitary sewer, unless such connection is approved by the District for purposes of disposal of polluted surface drainage.
- 11.2.7** Connection of Building Sewer: The connection of the building sewer into the public sewer shall conform to the requirements of the District. The size, slope, alignment, materials of construction of a building sewer and the methods to be used in excavating, placement of the pipe, jointing, testing, and backfilling the trench, shall be approved by the District. All such connections shall be made gas-tight and water-tight and verified by proper testing. Any deviation from the prescribed procedures and materials as approved by the District must be re-approved by the District before installation.
- 11.2.8** Inspection: The applicant for the building sewer permit shall notify the District Engineer when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the District Engineer.

- 11.2.9** Excavation: All open excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the District.
- 11.2.10** Connection of Sanitary Sewer: Any person desiring to connect a sanitary sewer other than a building sewer to a public sewer, shall make application to the Sanitary District in writing. The application shall describe the location of the requested connection and the volume and characteristics of the wastewater to be transmitted, and shall include a statement that the new sewers and connections to the public sewer system shall be properly designed and constructed and shall be subject to the lawful rules and regulations of the Sanitary District. Connections will be allowed only when the capacity of downstream collection and treatment facilities is adequate. All construction costs including engineering, materials, labor, inspection, and easements shall be the responsibility of the owner(s) of the property for which such connection is desired. Upon completion and District acceptance of the project for which the connection is desired, all of the facilities constructed other than the building sewers shall be conveyed to the District free and clear of any liens, and the District shall assume the responsibility for the operation and maintenance of said facilities thenceforth.
- 11.3** Design of Sanitary Sewers: Design and construction of sanitary sewers and their connection to the public sewers shall be under the direction of a licensed professional engineer authorized by the owner(s) of the property or the District Engineer if requested by the owner(s). Such engineer shall keep accurate records of the location, depth, and length of sewers as built and the location of the Y branches or slants. All costs of such engineering shall be the responsibility of the owner(s). The owner(s) of the property shall notify the District Engineer when the sewer is ready for inspection and connection to the public sewer. The connection and testing shall be inspected by the District Engineer.
- 11.4** Use of Sanitary Sewers
- 11.4.1** Unpolluted waters: Unpolluted waters, including storm water, ground water, rain water, street drainage, roof runoff or subsurface drainage, cooling water, process water or blow-down from cooling towers or evaporative coolers, shall not be discharged into the wastewater facilities without prior approval of the Commission. Such approval shall be granted only when no reasonable alternative method of disposal is available and upon payment of applicable charges and fees and in compliance with conditions as required by the Commission.
- 11.4.2** Polluted storm water: Polluted storm water runoff from limited areas may be discharged to the wastewater facilities upon approval by the Commission,

payment of applicable charges and fees and compliance with conditions required by the Commission.

11.4.3 Limitations related to treatment plant influent: Discharge to the local system of the following described substances, materials, waters, or waste shall be limited to the following concentrations or quantities, provided such concentrations or quantities (i) will not harm the local system, regional system, wastewater treatment plant, wastewater treatment process or equipment; (ii) will not have an adverse effect on the receiving stream; (iii) will not have an adverse effect on the sludge management program; (iv) will not endanger persons or property; (v) will not cause air pollution or other detrimental environmental effects; and (iv) and will not constitute a nuisance:

1. Liquid having a temperature higher than 65°C (149°F) or any wastewater having a temperature which will inhibit biological activity in the wastewater treatment plant, thereby resulting in interference. Notwithstanding the foregoing, in no case shall wastewater be discharged having a temperature that causes the influent to the wastewater treatment plant to exceed 40°C (104°F), unless the Commission Engineer certifies that the wastewater treatment plant is designed to accommodate such temperature;
2. Wax, grease, oil, plastic, or any other substance that solidifies or becomes discernibly viscous;
3. Radioactive wastes which, alone or with other wastes, result in releases greater than those specified by current United States Bureau of Standards Handbooks, or which violate rules or regulations of any applicable regulatory agency;
4. Wastewater containing more than 50 milligrams per liter of petroleum oil, non-biodegradable cutting oils, or products of mineral oil origin;
5. Wastewater containing more than 300 mg/l of oil or grease of animal or vegetable origin;
6. Wastewater which in concentration of any given concentration 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 or flows during normal operation;
7. Wastewater which contains in excess of any of the following constituents in a 24 hour flow proportionate sample made up of an aggregate of the total discharge from all of the outfalls of the industrial user:
 - 1.0 mg/L aluminum

0.02	mg/L cadmium
0.1	mg/L hexavent chromium
0.5	mg/L total chromium
0.2	mg/L copper
2.0	mg/L lead
0.002	mg/L mercury
0.3	mg/L selenium
0.04	mg/L silver
2.0	mg/L zinc
1.0	mg/L nickel
0.25	mg/L cyanide
0.5	mg/L arsenic

The Commission shall cooperate with the Commission Engineer in changing the requirements established in the ordinance above if necessary to meet the objectives of the ordinance or a condition of the District 's WPDES permit.

Samples shall be collected over the period of discharge if the discharge is less than 24 hours in duration;

8. Industrial discharges exceeding applicable National Categorical Pretreatment Standards, or state standards;
9. Any substance with objectionable color not removed in the treatment process. such as, but not limited to, dye wastes and vegetable tanning solution;
10. Any noxious or malodorous liquids, gases, or solids which either singly or by interaction are capable of creating a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair, or,
11. Any discharge prohibited or limited as determined by the Commission to be necessary to meet the objectives of this ordinance or the conditions of its WPDES permit.

11.4.4 Limitations related to treatment plant effluent:

1. Specific Limitations. No person shall discharge any wastewater to the local system which in combination with other discharges, results in either:
 - a. The wastewater treatment plant effluent having concentrations exceeding 0.1 mg/l total phenols or 0.002 mg/l polychlorinated biphenols (PCBs); or,

b. The wastewater treatment plant's digested sludge exceeding a PCB concentration of 10.0 ppm on a dry-weight basis.

2. General Limitations. No person shall cause or permit a discharge into the local system that would cause, or significantly contribute to, either directly or indirectly, a violation of the conditions of the Commission's WPDES permit and any modification or re-issuance thereof.

11.4.5 Limitations superseded: Upon promulgation of National Categorical Pretreatment Standards for a particular industrial user subcategory, the federal standards (if more stringent than the limitations imposed under these regulations) shall immediately supersede the limitations imposed under these regulations; and such industrial user shall comply with the said federal standards upon notification by the Commission of the applicable requirements under 40 CFR 403.12, as may be amended from time to time.

11.4.6 No Dilution Of Industrial Discharge: Dilution of raw industrial discharge for purposes of reducing the pollutant characteristics or concentrations to below the limitations established in this Section, or below other applicable pretreatment standards, is prohibited.

11.4.7 Accidental Discharge of Prohibited Wastewater: All discharges shall provide protection from accidental discharge of prohibited or regulated materials or substances. Dischargers shall notify the District Engineer immediately upon the occurrence of an accidental discharge, including the location of the discharge and the type, concentration and volume of the discharge. Within fifteen (15) days of the discharge, a detailed written statement describing the cause of the discharge and the measures taken to prevent future occurrences shall be submitted to the District by the Discharger. The dischargers will be liable for any expense, loss or damage to the treatment works caused by the discharge in addition to any fines imposed by the District this shall include all costs to the District for review and approval of the report. Fines shall be charges as directed in Section 10 of the Ordinance.

11.4.8 Alternatives to Acceptance of Wastewater: If any waters or wastes are discharged or are proposed to be discharged to the District sewers in excess, or other substances not enumerated, and which, in the sole judgment of the District, may have a deleterious effect upon the wastewater facilities, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance; the District may:

11.4.8.1 Reject the wastes.

- 11.4.8.2 Require pretreatment to an acceptable condition for discharge to the public sewers.
- 11.4.8.3 Require control over the quantities and rates of discharge.
- 11.4.8.4 Require payment to cover added cost of handling and treating the wastes not covered by existing taxes or sewer charges.
- 11.4.9 Pretreatment:
 - 11.4.9.1 Major contributing industries: shall pretreat their discharges in accordance with Wisconsin Administrative Code NR 211, and industrial dischargers shall pretreat their discharges when required by the Sanitary District.
 - 11.4.9.2 The construction, operation, and maintenance of all pretreatment facilities shall be at the expense of the discharger.
 - 11.4.9.3 Dilution: No discharger shall increase the use of potable or process water in any way nor mix separate waste streams for the purpose of diluting a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the standards set forth in this Section.
- 11.4.10 Grease Interceptors and Sand Trap Installations: The Commission shall require such grease interceptors and sand traps as are deemed necessary for the proper handling of liquid wastes containing floatable oil or grease in amounts in excess of the limitations as specified in this ordinance, or any flammable wastes, sand, or other harmful ingredients. However, such interceptors and traps shall not be required for private living quarters or dwelling units. All such traps shall be of a type and capacity approved by the Commission, and shall be located as to be readily and easily accessible for cleaning and inspection. The Commission or its agents may enter the premises to inspect all such traps and if entry is refused the Commission may apply for a special inspection warrant under Wis. Stat. §66.0119. In maintaining these traps, the owner shall be responsible for the proper removal and disposal by appropriate means of the captured material, and shall maintain records of the dates and means of disposal. Such records shall be submitted to the Commission upon request. Disposal of the collected materials must be in accordance with applicable DNR rules and regulations.
- 11.4.11 Discharge of Holding Tank Wastes: No person shall discharge holding tank wastes directly into a manhole or other opening in a District sewer. Holding tank wastes shall be discharged as directed by the District. The Discharger shall pay the required fee as required in Section 10 of this ordinance.

11.5 Special Agreements: No statement contained in this Section shall be construed as preventing any special agreement or arrangement between the Sanitary District and a user whereby a waste of unusual strength or character may be accepted by the Sanitary District for treatment.

11.6 Monitoring, Sampling, and Reporting

11.6.1 Monitoring Facilities: Wastewater characteristics and constituents of the District shall be monitored at the lift station. The City of Columbus shall monitor and record regularly all volumes and information of the lift station and the flow meter per Section 5 of this Ordinance.

11.6.2 Any discharger may be required by the District to monitor its discharge to determine compliance with the District. If such monitoring shows that the discharger is a major contributing industry due to the nature of its discharges, the District may require monitoring facilities to be installed. Such monitoring facilities shall be installed within ninety (90) days after written notice is given by the District and at no cost to the District unless such costs are agreed to prior to installation.

11.6.3 Monitoring facilities shall contain the necessary meters and equipment to facilitate the observation, sampling and measurement of wastes and be appropriate for the specific items requiring monitoring.

11.7 Powers and Authority for Inspection and Sampling

11.7.1 The Commissioners of the District and their Delegates bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing pertinent to discharge to the District wastewater collection facilities.

11.7.2 The Commissioners of the District and their Delegates are authorized to obtain information concerning industrial processes which have a direct bearing on the kind and source of discharge to the wastewater collection system. The industry may not withhold information considered confidential. However any information deemed confidential by the industry shall not be made available to the public without specific approval of the industry. The industry must establish that the revelation to the public of the information in question might result in an advantage to competitors.

11.7.3 While performing the necessary work on private properties referred to above, the Commissioners of the District and their Delegates 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 Commissioners of the District and their Delegates, and the District shall indemnify the company against loss or damage to its property by the District officials or 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.

11.7.4 The Commissioners of the District and their Delegates of the District bearing proper credentials and identification, shall be permitted to enter all private properties through which the District 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 wastewater facilities 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.

11.8 Reporting Requirements

11.8.1 The District may require a discharger to provide information concerning, but not limited to: the volume, time and peak rate of discharges; the Chemical analysis of dischargers; the raw materials, processes and products relevant to discharge characteristics; the discharges of specific wastes such as sludge, oil, solvent, or incompatible pollutants; the plot plans of sewers on the discharger's property showing locations of sewers, monitoring facilities and pretreatment facilities; details of pretreatment facilities; details of systems to prevent losses of materials through spills to the District sewers; a report on the quality and quantity of its industrial discharges.

11.8.2 If any major contributing industry discharges incompatible pollutants which require pretreatment prior to discharge to the District wastewater system, the quality and quantity of the discharge shall be reported to the District quarterly by March 15th, June 15th, September 15th and December 15th.

11.8.3 The reporting period shall not include the thirty (30) day period immediately preceding the day that the report is due. All analyses should be done on representative twenty-four (24) hour composite samples taken during a typical operating day.

11.8.4 All measurements and test analyses of the characteristics of wastewater shall be determined in accordance with "Standard Methods". Alternate methods of analysis may be used subject to prior written approval of the District.

11.8.5 All dischargers required to report this Section shall retain and preserve for no less than three (3) years, any records, books, documents, memorandum, reports, correspondence and any and all summaries thereof relating to monitoring, sampling and chemical analysis made by or in behalf of the discharger in connection with its discharge.

11.8.6 All records which pertain to matters which are the subject of enforcement or litigation activities brought by the District pursuant to this Section shall be retained and preserved by the discharger until all enforcement activities have concluded and all periods of limitations with respect to any and all appeals have expired.

11.9 Protection from Damage

11.9.1 Protection from Damage: No person(s), shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the wastewater collection facilities. Any person(s) violating this provision shall be subject to immediate arrest under charge of criminal damage to property or other appropriate charge.

11.10 Penalties

11.10.1 Notification of Violation: Any person found to be violating any provision of this Section, shall be served by the District with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

11.10.2 Fines for Violations shall be as required by Section 10 of this Ordinance.

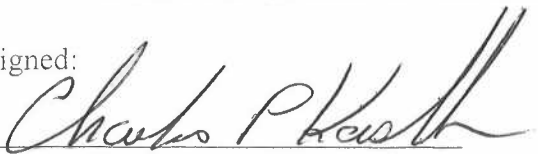
11.10.3 Continued violation: may result in the refusal of the District to accept the discharges of the violating discharger.

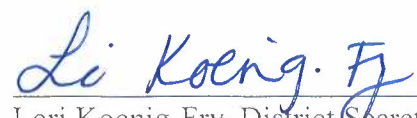
11.10.4 Discharger Liability: Any person violating any of the provisions of this Section shall become liable to the Sanitary District for any expense, loss or damage occasioned the Sanitary District by reason of such violation.

11.10.5 Misrepresentation: Any person who knowingly makes a false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this Section; or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device; shall, upon conviction, be punished by the imposition of a penalty as if a Violation had occurred.

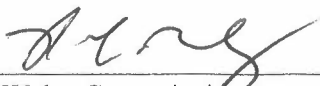
Section 11 of the Code of Ordinances approved this day: 6/16/2026

Signed:

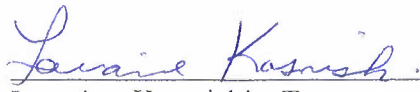

Charles Kaschub, Commission President


Lori Koenig-Fry, District Secretary

Amended 06/16/2026



Paul Walz, Commissioner



Lorraine Kasmiski, Treasurer



Lorren Soter, Commissioner

Section 12

Construction Standards

12.1 General

- 12.1.1 Intent: It is the intent of this section to provide guidance in the development of construction plans and specifications for the installation of new sanitary sewer infrastructure. This shall include but is not limited to PVC Force mains, PVC Gravity Sewer Pipe, Pre-cast Concrete Manholes, Concrete Manhole Bottoms, Manhole Covers, Removing Manholes, Demolish Manholes, Drop Structures, Concrete Pads, Utilities Avoided, Building Laterals Searched, Connect Existing Sewers, Underground Unforeseen Obstacles, Grinder Pit and any other items required to complete all work as directed by the District Commissioners.
- 12.1.2 All Plans and Specifications: shall meet Current Wisconsin Standard Specifications for sewer and water construction unless otherwise directed by this ordinance.
- 12.1.3 Contractor: shall include any and all parties who intend to perform work governed by this ordinance except for projects directly managed by the District.
- 12.1.4 Maintenance of Existing Facilities (Water and Sanitary): Contractor shall protect and maintain all adjacent facilities as part of any improvement, replacement or repair work. Limits on Contractor responsibility shall be set by the District Engineer as part of the project approval. Failure by the District Engineer to set maintenance limits for the Contractor shall not relieve the Contractor of maintenance responsibilities. This section shall be liberally interpreted to protect the existing facilities from any damage either directly or indirectly due to work performed in the District. Structures, sidewalk, driveways, curb and gutter, trees, shrubs, lawns, signs, fences, utilities, survey monuments, pavements, culverts and other appurtenances which are adjacent to the construction limits shall be carefully protected against damage. In the event of damage or inadvertent injury or removal of these surface features the contractor shall bear the full cost and responsibility for resulting damages and shall replace or repair such damage as early as possible. This section specifically requires the contractor to repair any damage to existing roads due to construction traffic.
- 12.1.4.1 Contractor Guarantee: The Contractor shall guarantee all work for a period of one year after substantial acceptance by the District. This guarantee shall be in the form of a letter of credit for an amount of not less than 10 % of the total engineer's estimate.
- 12.1.4.2 Plans and Specifications: The Contractor shall submit to the District Engineer preliminary and final plans and specifications for the proposed work. Preliminary plans shall include topography, alignments, and inverts.
- 12.1.5 Quality Assurance
- 12.1.5.1 Multiple Units: When two or more units of the same type or class of materials or equipment are required, these units shall be products of one manufacturer.
- 12.1.5.2 Nameplates: A nameplate bearing manufacturer's name, or identifiable trademark shall be securely affixed in a conspicuous place on equipment, or name or trademark shall be cast integrally with equipment, stamped, or otherwise permanently marked on each item of equipment.

- 12.1.5.3 Submittals: Contractors shall submit all samples and shop drawings as required by the District Engineer.
- 12.1.5.4 Manufacturer's Literature and Data: Contractors shall submit the following as one package: Piping, Jointing Material, Manhole Frames and Covers, Sections and Steps.
- 12.1.5.5 Responsibility for Underground Utilities: The Contractor shall be responsible for the location of all underground utilities within the work area. The District Engineer will assist the Contractor with existing sanitary lines. The contractor shall notify all affected utility companies preceding his construction operations to coordinate his work regarding poles, wires, valve boxes and other surface obstructions and to determine the location of gas, water main, electric, light, telephone, fire alarm, conduit or service connection thereto or any other sub-surface structure that crosses or passes through the space occupied by the proposed improvements. The Contractor shall make advance arrangements with the utility companies for any relocation of interfering utilities so as not to delay construction.
- 12.1.6 Acceptance of Completed Work: Upon substantial completion of all work the Contractor shall notify the District Engineer that the work is completed. The District Engineer shall inspect the completed work and provide a written punch list of items to be corrected prior to acceptance. Upon re-inspection of the punch list items and approval thereof by the District Engineer the work shall be considered accepted by the District. Upon acceptance of the work the District engineer shall release the letter of credit.
- 12.1.7 Safety Requirements: The contractor is responsible for meeting all safety requirements of OSHA and the Wisconsin Administrative Code.
- 12.2 Sanitary Collection System
- 12.2.1 Connection to Existing Facilities: Existing sewer lines not identified for permanent disconnection and abandonment shall be reconnected to the new sanitary sewer main or new manhole. A new PVC Gravity Sewer Pipe of equal size as the existing sewer shall be fitted at the trench limits and connected directly to the new sewer system with either mission couplings or cast in place concrete. All connection work will meet or exceed the requirements for lateral connections.
- 12.2.1.1 Service Maintenance: All existing services shall be maintained continuously throughout the project duration, unless so indicated by the District Engineer that a service may be shut off for construction purposes only.
- 12.2.1.2 Sewer Pipe Connection: PVC sewer pipe connection with clay pipe shall be with approved mission couplings.
- 12.2.2 Destruction of Existing Facilities
- 12.2.2.1 Manholes: All manholes to be demolished shall be removed to a depth of 3 feet below the existing grade. The removed materials shall be disposed of as directed by the District Engineer.

- 12.2.2.2 Connecting Sewer Lines: The connecting sewer lines to the demolished manhole shall be bulk-headed if located at the inlet end of the pipe and shall be left open at the discharge end of the pipe.
- 12.2.2.3 Abandoned Section of the Demolished Manhole: The abandoned section of the demolished manhole shall be filled with sand or other select materials to within 6 inches of the existing grade. The sand shall be placed in layers no greater than 1 foot and each layer shall be thoroughly compacted. The remaining 6 inches shall be replaced with suitable topsoil and fertilized, seeded and mulched.
- 12.2.3 Repair of Existing Facilities: All existing manholes, inlets, area drains, floor drains, cleanout boxes, and valve boxes in the work areas shall be carefully removed, cleaned and reset as required by the plans to finished grade.
- 12.2.3.1 Abandoned Manholes and Inlets: shall be cut down 600mm (2 feet) below finished grade and filled with gravel or crushed rock and well tamped earth. They shall be removed in their entirety where they occur below any new work.
- 12.2.3.2 Connection to Existing Manholes: The Contractor shall make pipe connections and alterations to existing manholes so that finished work will conform as nearly as practicable to the existing construction, including concrete and masonry work, cutting, and shaping.
- 12.2.4 New Construction
- 12.2.4.1 Materials
- 12.2.4.1.1 Pipes:
Cast Iron Soil: ASTM A74
Vitrified Clay: Not permitted
Polyvinyl Chloride (PVC):
 ASTM D3034, SDR 35 for 100 to 350 mm (4 to 15 inch).
 ASTM F949 for 100 to 450 mm (4 to 18 inch).
 ASTM F679 for 450 to 675 mm (18 to 27 inch).
Fiberglass Pipe for Acid Waste Water: ASTM D2992
Ductile Iron Pipe for Sanitary Sewer: ASTM A746, Class 51
Ductile Iron: AWWA C151 and C110
Cement-mortar lining, AWWA C104
Polyvinyl Chloride (PVC): PVC pipe, AWWA C900, Class 150
Fittings gray-iron or ductile-iron, AWWA C110, with cement-mortar lining, AWWA C104
- 12.2.4.1.2 Jointing Material
Cast Iron Pipe: Rubber gasket, ASTM C564
Ductile Iron Pipe: Push-on or mechanical joints, AWWA C111. Flanged joints, AWWA C115, use above grade.
Polyvinyl Chloride (PVC) Gravity Pipe: Joints, ASTM D3212
Elastomeric gasket, ASTM F477
Polyvinyl Chloride (PVC) Pipe (Pressure Use): Push-on or mechanical joints, ASTM D3139 or AWWA C111. Push-on and mechanical joints for connections between pipe and fittings, AWWA C111

- 12.2.4.1.3 Manholes: All manholes shall be pre-cast with a minimum inside diameter of 48 inches and shall conform to the requirements of ASTM Designation C 478, Pre-cast Reinforced Concrete Manhole Sections and the following modifications thereto:
- 12.2.4.1.3.1 Cement: shall be Type II Portland Cement conforming to ASTM Designation C150.
- 12.2.4.1.3.2 Lifting Holes: Lifting holes through the structures are not permitted.
- 12.2.4.1.3.3 Concrete: shall be Class "A", 3000 psi.
- 12.2.4.1.3.4 Steel Reinforcement Bars: shall meet AASHTO Designation: M31, Grade 60
- 12.2.4.1.3.5 Communication Cable Hole: A 1 inch hole shall be drilled or pre-cast in each manhole approximately 3 feet below the rim elevation. This hole is to accommodate the communication cable for the flow meters. A 2 foot loop of the cable shall be left in each manhole and the drilled hole shall be plugged with caulk after installing the cable to maintain a watertight seal.
- 12.2.4.1.4 Castings: Gray iron castings for manhole frames, covers and other bid items shall conform to the ASTM Designation A 48, Class 30, and shall be Neenah R-1538 (non traffic manholes) or R-1536-1. All lids shall be self sealing with rubber gaskets. Contractors shall supply three new self sealing lids to fit existing frames at the direction of the District Engineer.
- 12.2.4.2 Installation
- 12.2.4.2.1 Laterals: The Contractor shall install sewer service lines to right of way or 10 feet outside of the sanitary collector trench limits. The end of the lateral shall be marked with a stake 5 feet high and painted red. All laterals shall be 6 inch diameter. Laterals will be connected to the sanitary main using a Y fitting. Coring or drilling the sanitary main to connect a lateral is not permitted.
- 12.2.4.2.2 Sanitary Mains: shall be a minimum of 7 feet from top of pipe to finished grade and shall be installed to provide a minimum of 2.5 feet per second flow velocity.
- 12.2.4.2.3 Frames: shall be adjusted to final grade with adjustment rings only. Bricks are not permitted.
- 12.2.4.2.4 Sewer Line Crossings: Where gravity sanitary and storm sewer cross water lines, minimum vertical clearance shall be 150 mm (6 inches). No joint shall be within 900 mm (3 feet) horizontally of water pipe. Where gravity sanitary sewer passes over water line, sewer shall be ductile iron with mechanical joint or PVC pressure pipe for 4.5 m (15 feet) on each side of intersection. Pressure sanitary sewers shall cross at least 600mm (2 feet) below water lines.
- 12.2.4.2.5 Pipe Sleeves: The Contractor shall install pipe sleeves where sewers pass through retaining walls, with no joints within a sleeve. Split sleeves may be installed where existing lines pass through new construction.
- 12.2.4.2.6 Responsibility of Permits: The Contractor is responsible for obtaining any permits required for the necessary work. If dewatering requires high capacity pumps with flows greater or equal to 70 g.p.m. permits must be obtained from the Wisconsin Department of Natural Resources Private Water Supply Section.

- 12.2.4.2.7 Concrete Encasement: Class C concrete encasement shall be constructed where the sewer or service crosses over, or at a depth which provides less than 18 inches clear distance between pipes when crossing under potable water mains. Encasement shall extend a minimum of 10 feet of each side of the point of crossing. In lieu of encasement, the sewer line or lateral may be constructed of ductile iron pipe and shall be laid such that both joints will be as far as possible from the crossing.
- 12.2.5 Testing of Sanitary Sewers: The Contractor shall air test all sanitary sewer mains according to Section 3.7.0 of the Standard Specifications for Sewer & Water Construction in Wisconsin.

Section 12 of the Code of Ordinances approved this day _____ of 2000.

Signed

Russell Farr, District Chairman

Rebecca Kirchberg, District Clerk

Donald Lee, Commissioner

Marjorie Groh, Treasurer

Allen Link, Commissioner

Responsibility of Permits:

12.4. ~~896~~ ^{2.5} ~~77~~

The Contractor is responsible for obtaining any permits required for the necessary work. If dewatering requires high capacity pumps with flows greater or equal to 70 g.p.m. permits must be obtained from the Wisconsin Department of Natural Resources Private Water Supply Section.

12.4. ~~896~~ ^{2.5} ~~77~~

Concrete Encasement: Class C concrete encasement shall be constructed where the sewer or service crosses over, or at a depth which provides less than 18 inches clear distance between pipes when crossing under potable water mains. Encasement shall extend a minimum of 10 feet of each side of the point of crossing. In lieu of encasement, the sewer line or lateral may be constructed of ductile iron pipe and shall be laid such that both joints will be as far as possible from the crossing.

12.5. ~~896~~ ^{2.5} ~~77~~

Testing of Sanitary Sewers: The Contractor shall air test all sanitary sewer mains according to Section 3.7.0 of the Standard Specifications for Sewer & Water Construction in Wisconsin.

Section 12 of the Code of Ordinances approved this day April 24 of 2000.

Signed

Russell A. Farr
Russell Farr, District Chairman

Donald Lee
Donald Lee, Commissioner

Allen Link
Allen Link, Commissioner

Rebecca P. Kirchberg
Rebecca Kirchberg, District Clerk

Marjorie Groh
Marjorie Groh, Treasurer

Revised July 19, 1999 (11:35AM)

Section 5
Appendix: A

Agreement between
City of Columbus
and
Elba Sanitary District #1

PROPOSED AMENDMENT TO ARTICLE IX OF THE AGREEMENT
BETWEEN THE CITY OF COLUMBUS AND THE ELBA SANITARY
SEWER DISTRICT NO. 1 DATED SEPTEMBER 19, 1995

ARTICLE IX

SERVICES AND TERM

9.01 The City agrees to furnish the District with uninterrupted wastewater treatment service through its sewer mains and wastewater treatment plant.

9.02 The District agrees to furnish the City with uninterrupted service for transporting through its sewer mains and lift station the wastewater collected from the property located within the City abutting on Campbell Street to the sewer mains owned by the City.

9.03 This Agreement shall take effect upon its execution and shall remain in effect for an term that ends at midnight on December 31, 2043.

9.04 This Agreement shall be amended only upon the written agreement of both parties.

**AGREEMENT
BETWEEN CITY OF COLUMBUS AND ELBA SANITARY DISTRICT #1
FOR SANITARY SEWER COLLECTION SYSTEM METER READING, EMERGENCY
SERVICES AND MAINTENANCE BY CITY OF COLUMBUS**

This Agreement is made and entered into this 25th day of January, 2000, by and between the Elba Sanitary District ("ESD") and the City of Columbus, Wisconsin ("City").

DESCRIPTION OF WORK

The work to which this Agreement applies includes the meter reading and emergency maintenance as directed by ESD for the ESD sanitary sewer collection system, as well as work agreed upon and scheduled by the parties. This agreement is not intended to replace, modify or alter the agreement for the provision of sewer services signed by the parties in 1995.

SCOPE OF SERVICES: The City agrees to perform meter reading and emergency maintenance tasks for the ESD and, in particular, to perform the following

- A. Monthly visits to the wastewater pumping station
 - a. Observe the elapsed time meter readings for each pump.
 - b. Enter readings on the record log.
 - c. Examine the control cabinet, wet well, site and other facilities.

In the performance of the above routine operation tasks, the City will note the presence of clearly visible abnormal conditions or items which require attention and will make reasonable efforts to notify the ESD in the event such conditions are noted. The parties to this agreement may agree to alternative meter reading methods (e.g., remote access) without affecting the payment provisions.

B. Provision of Emergency Services: The City will provide emergency services for the ESD when notified by the alarm system which is connected to Columbus wastewater treatment facility or other municipality office or when notified by phone by the ESD. Maintenance, repair, and replacement of the alarm system within the ESD is the responsibility of the ESD, subject to approval of the City for compatibility with existing emergency notification systems. The City assumes no liability for damage or repairs from any emergency call, unless caused by the sole negligence of the City. The City will be allowed access to the ESD facility at all times. Emergency power to the collection facility from the City's portable generator will be provided, subject to the needs of the City in running the City's system. ESD will provide the necessary upgrades for the provision of portable electric power.

C. Scope of Emergency Services: The City will perform emergency services for the ESD when directed by ESD. Emergency repair services which, in the judgement of both parties, are estimated at \$1,000 or less, may be performed by the City with the approval of both parties. The City will charge the ESD for the performance of emergency services as outlined in the Compensation and Schedule of Charges section of this Agreement. The ESD shall furnish the City with a telephone call list of responsible people who can be reached 24 hours a day in the event of an emergency. The City will bill the ESD monthly for the actual services provided plus other direct expenses incidental to the work. The ESD agrees to pay the City within thirty days of the billing date.

ASSISTANCE TO BE PROVIDED BY ESD: The ESD will assist the City in the conduct of services outlined by providing the following

- A. One copy of the operation and maintenance manual for collection system, including the pumping station equipment, and other accessories as they are installed in the pumping station if they are available.
- B. Adaptor cords to render the City's portable generator useable with the ESD's control panels.

COMPENSATION: \$50.00 per month (\$600.00 annually) based on the performance of the tasks as outlined. The monthly cost indicated will be changed during the term of the contract every three years from the date of signing and will be determined by multiplying the average hourly rate, including benefits, of the City Sewer Treatment Plant employee at the time by 2.5. The City assumes no liability for any back-ups because of the collection of solids in ESD lines as cleaning the lines or any laterals is not part of this Agreement.

SCHEDULE OF CHARGES: Rates for Services, Emergency Services, and Other Fees

- A. Service other than routine meter reading and notation and notification of deficiencies as outlined in section 2A of this agreement, planned and scheduled by the ESD and the City, and performed during normal working hours of the City Sewer Treatment Plant employees will be charged to ESD at the hourly rate, plus benefits, of the City Sewer Treatment Plant employees performing the services.
- B. Emergency calls under Section 2B and 2C of this Agreement will be assessed at \$300 per occurrence. The emergency cost per occurrence will increase by \$25 every three years after the date of this agreement. Any emergency services provided which require in excess of two hours will be billed to ESD at the rate of two times the hourly rate, plus benefits, of the City Sewer Treatment Plant employees performing the services. Use of the City generator to provide emergency power to the ESD will be billed at a rate of \$75 per hour.

C. Parts and materials for work performed under the scope of section 2B and 2C of this Agreement will be billed to ESD at the cost incurred by the City in procurement of the parts and materials.

D. It is understood and agreed by ESD and the City that the number of employees assigned to provide services under this Agreement is at the discretion of the City and the City will make reasonable efforts to keep the number of employees performing the services at a cost effective level.

CHANGE OF SCOPE: If services different from those in the scope of this Agreement are required of the City, then the ESD and the City agree to renegotiate the scope of services and compensation articles of this Agreement.

INDEMNIFICATION: ESD hereby indemnifies and holds the City harmless from and against any and all liability, loss, damage, suit or action, including reasonable attorney's fees, the City may incur, suffer or be threatened with as a result of claims, demands, costs, or judgements against the City arising out of any act performed under the terms of this Agreement by the City, which does not result from the sole negligence of the City, its agents, officers or employees.

TERM OF AGREEMENT: This Agreement shall be in full force and effect until 11:59 P.M. on September 19, 2015, unless terminated in accordance with the terms of this agreement,

TERMINATION OF AGREEMENT: If either the ESD or the City desires to terminate this Agreement prior to the expiration date, either may do so by notifying the other in writing at least 90 days in advance of the date of termination. If this Agreement is terminated by the ESD, the ESD agrees to pay the City for all services rendered per invoices submitted reflecting services performed through the date of termination of the Agreement. If this Agreement is terminated by the City, the City agrees to provide the services outlined through the date of termination of this Agreement, unless the ESD agrees to an earlier date for expiration of services.

Approved as to form and content by the authorized representatives of the ESD and the City.

Approved this day of _____ ~~January~~, 2000.
FEBRUARY

Russell A. Farr
Chairman, Elba Sanitary District #1
Date: 2-23-2000

Michael L. Givens
Mayor, City of Columbus, WI
Date: 2-1-00

Randall L. Woods
Columbus City Attorney
Date: 2-6-00

James W. Zilmer
Columbus Wastewater Superintendent
Date: 2/4/00

- 5.4 This agreement was brought into effect on September 19, 1985. This agreement between the Town of Elba Sanitary District #1 and the City of Columbus was developed to administer the wastewater treatment services which are provide by the City of Columbus. The City of Columbus provides the treatment of the wastewater from the Town of Elba Sanitary Collection System at their wastewater treatment facilities, which is located within the City of Columbus. The original agreement is as follows:

CONTRACTUAL AGREEMENT BETWEEN CITY OF COLUMBUS AND ELBA
SANITARY DISTRICT NO. 1 FOR WASTEWATER TREATMENT SERVICES

THIS AGREEMENT, made this 15th day of June, 1995 by and between the City of Columbus, a municipal corporation (the "City") and the Elba Sanitary District No. 1, (the "District").

WHEREAS, the City owns and operates a wastewater treatment plant, located within the City of Columbus, for the treatment of wastewater; and

WHEREAS, the City has provided treatment of the wastewater from the District at the City's facilities under an agreement dated April 20, 1965 and both parties intend to make a new agreement to supercede that agreement, and

WHEREAS, the City plans on expanding and improving the wastewater treatment plant; and

WHEREAS, the City shall provide the treatment of the wastewater from the District at the City's facilities.

WHEREAS, the City and the District pursuant to authority granted by Wisconsin Statutes 66.30 (2), wish to provide for a detailed method of payment to the City for wastewater accepted and treated by the City.

WHEREAS, the City and the District have, by resolution of it respective governing body, been authorized to negotiate with the other party hereto a contract for the treatment and disposal of wastewater of the District.

WHEREAS, the City shall own, operate, and maintain the treatment facilities and shall be responsible for discharging in accordance with the WPDES discharge permit or in accordance with other regulations that may be imposed form time to time.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

DEFINITIONS

For the purposes of this Agreement, the following terms show the following meanings:

- 1.01 BIOCHEMICAL OXYGEN DEMAND (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter in five (5) days at 20 degrees Centigrade, expressed as milligrams per liter. Quantitative determination of BOD shall be made in accordance with procedures set forth in "Standard Methods".
- 1.02 DNR shall mean the Department of Natural Resources of the State of Wisconsin or any successor state agency thereto.
- 1.03 EPA shall mean the United States Environmental Protection Agency or any successor federal agency thereto.
- 1.04 OPERATION AND MAINTENANCE COSTS shall mean all ordinary and necessary costs to the City of carrying out the administering its powers, duties and functions and operating and maintaining the wastewater treatment plant (WWTP), and shall include without limiting the generality of the foregoing: wages and administrative expenses, legal, accounting, engineering and consultant; fees and expenses, payments to retirement, health and hospitalization funds, fringe benefits, insurance premiums, expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary to maintain the capacity and performance of the WWTP during its service life, all other ordinary and necessary costs required to support the daily operations of the WWTP, all plant and on site sewer maintenance.
- 1.05 PHOSPHORUS (P) shall mean the total phosphorus in wastewater, which may be present in any of three principal forms: orthophosphate, polyphosphates, or organic phosphates. Quantitative determination of total phosphorus shall be made in accordance with procedures set forth in "Standard Methods".
- 1.06 SEWER USE ORDINANCE shall mean the Columbus Sewer Use Ordinance that regulates the use of public and private sewers and drains, disposal of holding tank and septic tanks wastes into the public sewerage system and treatment plant in the City of Columbus; and provides penalties for violation thereof.
- 1.07 STANDARD METHODS shall mean the examination and analytical procedures set forth in the State of Wisconsin approved edition of "Standard Methods for the Examination of Water, Sewage and Industrial Wastes" published jointly by the American Public Health Associates, the American Water Works Association, and the Federation of Sewage and Industrial Wastes Associations.
- 1.08 SUSPENDED SOLIDS (SS) shall mean total suspended matter that either float on the surface of, or are in suspension in water, wastewater, or other liquid, and that are removable by laboratory filtering as prescribed in "Standard Methods" and are

- referred to as nonfilterable residue.
- 1.09 USER CHARGE SYSTEM shall mean the established criteria and methodology for levying user charges on users of the collection system and treatment facilities. The user charges shall be levied for the cost of debt retirement, operation, maintenance, and replacement of such wastewater treatment and disposal facilities.
- 1.10 WASTEWATER shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial, industrial, and institutions sources together with any groundwater, surface water, and storm water that may be present.
- 1.11 WASTEWATER TREATMENT PLANT (WWTP) shall mean the wastewater treatment plant, located within the City of Columbus, and all equipment related thereto whether affixed to the land or moveable and all wastewater treatment plant improvements to be constructed in the future, to include influent pump station, preliminary treatment facilities secondary treatment facilities, tertiary filtration facilities, disinfection facilities, sludge dewatering facilities, and sludge storage facilities.
- 1.12 WPDES PERMIT shall mean the City's permit to discharge pollutants, issued under the Wisconsin Pollutant Discharge Elimination System (WPDES), Chapter NR 210, Wisconsin Administrative Code, pursuant to Chapter 147 of the State of Wisconsin Statutes.

ARTICLE II

GENERAL DISCHARGE REQUIREMENTS

- 2.01 The District agrees to comply with all existing or hereafter applicable provisions of Title II of the Federal Water Pollution Control Act, as amended (PL92500, 33USC 1251 and hereafter the Act) which Act and all amendments thereto are incorporated herein by reference, all existing and future pollution abatement laws, statutes, rules, regulations, ordinances, water quality standards, Wisconsin Pollutant Discharge Elimination System Permit conditions, and lawful orders and decrees of any governmental body, authority or agency having jurisdiction over the parties with respect to the collection, treatment and disposal of wastewater.
- 2.02 The District agrees to comply with all of the provisions of law applicable adopted by the City including all subsequent amendments thereto. To provide for uniformity within the territory lying within the City, the District further agrees to adopt, within thirty (30) days after the execution of this Agreement, any new ordinances or revisions of its existing ordinances as may be necessary to implement and enforce the provisions of the Columbus Sewer Use Ordinance within their territorial jurisdiction. The District agrees to comply with Columbus' Sewer Use Ordinances, present and future.

SECTION 2.2 Agreement Conflicts

Terms of the agreement between the City of Columbus and the Town of Elba Sanitary District #1 are effective for twenty years from the effective date of September 19, 1995. The terms of the agreement with the City of Columbus shall in no way be modified by these Sanitary District #1 Ordinances. If a conflict occurs between the agreement with the City of Columbus and the Town of Elba Sanitary District #1 Ordinances, the agreement with the City of Columbus shall take precedence.

ARTICLE III

ALLOCATION OF COSTS

- 3.01 The City will plan, design, and construct the WWTP improvements according to the combined design flows and loadings for the City and the District listed in Table 1. The District shall be allocated an average annual design flow of 9,900 gpd.

Table 1 Summary of Design Flows and Loading

Design Flow, mgd	
Average Annual	1.05
Maximum Month	2.20
Maximum Week	3.40
Maximum Day	4.20
Peak	5.25
Design Loadings, ppd	
BOD5	
Average Annual	1775.00
Maximum Month	3200.00
Maximum Week	3550.00
Maximum Day	7100.00
Suspended Solids	
Average Annual	2080.00
Maximum Month	5200.00
Maximum Week	5410.00
Maximum Day	15600.00
Ammonia	
Average Annual	150.00
Maximum Month	225.00

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Maximum Week	285.00
Maximum Day	375.00
Total Kjeldahl Nitrogen	
Average Annual	350.00.
Maximum Month	525.00
Maximum Week	665.00
Maximum Day	875.00
Phosphorus	
Average Annual	55.00
Maximum Month	85.00
Maximum Day	180.00
Orthophosphate	
Average Annual	35.00
Maximum Month	55.00
Maximum Day	115.00

The City will apply for a Wisconsin Clean Water Fund loan for the project. A 20-year Financial Assistance Agreement will be developed between the city and the State for capital costs. The District shall share in the annual debt retirement costs, annual replacement costs, and annual operation and maintenance costs in proportion to their wastewater flows and loadings. A volume charge shall be established annually by the City to recover these costs. The sewer service charge to the District shall be calculated by multiplying 85 percent of the volume of wastewater metered at the lift station by the volume charge. The volume of wastewater discharged to the lift station from City customers shall be assumed to be 15 percent.

All District project costs for the collection, pumping, and metering of wastewater, except sewer system rehabilitation, shall be paid by the District. The City shall pay for 12 percent of sewer rehabilitation costs within the District.

- 3.02 The District shall pay the City no later than the 20th day of the month following the month billed for the fixed charge. Any monthly payment not made when due shall be subject to a five (5) percent penalty for each month or part thereof that such payment remains delinquent.

ARTICLE IV

METHOD OF MEASURING FLOWS AND LOADINGS

- 4.01 The District shall operate and maintain a metering facility at the lift station.
- 4.02 The metering station shall be capable of providing continuous flow metering.
- 4.03 The City will maintain flow data records.
- 4.04 The District shall plan, design, and construct sampling facilities if their wastewater discharge exceeds domestic strength characteristics as defined in the City of Columbus Sewer Use Ordinance. The sampling station shall be capable of providing continuous flow proportional sampling.
- 4.05 If sampling is necessary, flow proportional composite samples would be collected and analyzed by the City for BOD5, suspended solids nitrogen, phosphorus, pH and other parameters deemed necessary by the City. The cost for testing would be included in the total treatment system operating costs.

ARTICLE V

FUTURE INCREASES IN ALLOTTED CAPACITY

- 5.01 The capital costs and replacement costs will be allocated to the City and the District in accordance with ARTICLE III. The allocation will be according to the design flows and loadings listed in Table 1. The design flows and loadings are based on the best available estimate of required capacity.
- 5.02 It is understood that the City and the District may, in fact, require additional capacity to meet its needs.
- 5.03 If discharges from the City or the District reach their design flows or loadings, allocated treatment plant capacity can be transferred between parties if capacity is available and upon mutual consent between the City and the District. The cost of the treatment plant capacity shall be reallocated to and paid by the party requiring additional capacity. The cost for the additional capacity shall equal the total debt retirement for the treatment plant, including interest, times the percent capacity purchased.
- 5.04 If the treatment plant needs to be expanded to meet the needs of the City or the

District, the cost of the treatment plant improvements shall be allocated to the party or parties requiring additional capacity.

- 5.05 If the District exceeds its allocated design flows and has not requested additional capacity from the City, the City may impose discharge restrictions and the following costs and damages.
- (F) Its proportional share of those costs and expenses, including fines, forfeitures and legal fees, incurred by the City as a result of a WPDES Permit violation if the District's wastewater discharge substantially contributed to the violation;
 - (G) All fines, forfeitures, penalties and other costs and expenses, including legal fees, incurred by the City as a result of a WPDES Permit violation if the District's wastewater discharge solely and directly caused the violation;
 - (H) Its proportionate share of those expenses or costs, including any corrective action expenses, incurred by the City as a result of (i) an upset or disruption of, or interference with, the operations of the Sewage System or (ii) damage to any equipment or structure of the System, if the District's wastewater discharge substantially contributed to that disruption, interference, or damage;
 - (I) All costs and expenses, including corrective action costs, incurred by the City as a result of (i) an upset or disruption of, or interference with, the operations of the Sewerage System or (ii) damage to any equipment or structure of the System if the District's wastewater discharge solely and directly caused that disruption, interference, or damage.

ARTICLE VI

USER CHARGE DISPUTES

- 6.01 If the District disagrees with any charge levied by the City, the District shall first make its disputed payment as scheduled, under protest. The District shall within thirty (30) days of such payment file a detailed written objection with the City setting forth the reasons for such dispute and the District's proposed resolution thereof. The City shall have thirty (30) days from its receipt of such written objection in which to either approve the more than forty-five (45) days after the receipt of the objection by the City unless such time is extended by agreement of

the parties. At such meeting each party shall be allowed no more than three (3) representatives, including legal counsel. Any unresolved user charge dispute shall be subject to binding arbitration in accordance with Chapter 788 of the Wisconsin Statutes.

ARTICLE VII

EXAMINATION OF BOOKS AND RECORDS

- 7.01 The City shall maintain records of cost allocations, charges, payments, and metering and sampling which affect determinations pursuant to the provisions of this agreement. The City shall afford free access to the District such accurate books and records relating to the treatment of wastewater as may be pertinent to this Agreement. The District shall have the right to request that the City's annual audit include such detailed items s may be pertinent and necessary to a full understanding of the times which enter into the City's billings to the District.

ARTICLE VIII

ARBITRATION

- 8.01 Unresolved disputes relating to the application or interpretation of any of the provisions of this agreement shall be subject to binding arbitration in accordance with Chapter 788 of the Wisconsin Statutes.

ARTICLE IX

TERM OF AGREEMENT

- 9.01 This Agreement shall become effective upon its execution and shall remain in full force and effect for twenty (20) years.
- 9.02 This Agreement shall be amended only upon written agreement by both parties.

ARTICLE X

SEVERABILITY

- 10.01 If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any

Revised July 19, 1999 (11:35AM)

other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Articles in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

ARTICLE XI

AUTHORITY

11.01 This Agreement, and all of the terms and conditions hereto, shall bind the parties and their respective successors, transferees, and assigns, as set forth above. This Agreement is made in Wisconsin and shall be governed, interpreted, construed, and enforced according to the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this agreement on the dates set forth below to be effective as of the day and year first above written.

Executed this _____ day of _____, _____

City of Columbus

by: _____
Mayor

Attest: _____
Clerk

Executed this _____ day of _____, _____

Elba Sanitary District #1

by: _____
District Chairman

Attest: _____
District Clerk

SEP/19/1995

New

CONTRACTUAL AGREEMENT BETWEEN CITY OF COLUMBUS
AND
ELBA SANITARY DISTRICT NO. 1
FOR
WASTEWATER TREATMENT SERVICES

Jim Zilmer
pump over.

Mike Healy
Sup. of Public Works
COLUMBUS

THIS AGREEMENT, made this 15th day of June, 1995 by and between the City of Columbus, a municipal corporation (the "City") and the Elba Sanitary District No. 1, (the "District").

WHEREAS, the City owns and operates a wastewater treatment plant, located within the City of Columbus, for the treatment of wastewater; and

WHEREAS, the City has provided treatment of the wastewater from the District at the City's facilities under an agreement dated April 20, 1965 and both parties intend to make a new agreement to supercede that agreement; and

WHEREAS, the City plans on expanding and improving the wastewater treatment plant; and

WHEREAS, the District desires to be able to contribute wastewater to that plant; and

WHEREAS, the City shall provide treatment of the wastewater from the District at the City's facilities.

WHEREAS, the City and the District pursuant to authority granted by Wisconsin Statutes, §66.30(2), wish to provide for a detailed method of payment to the City for wastewater accepted and treated by the City.

WHEREAS, the City and the District have, by resolution of it respective governing body, been authorized to negotiate with the other party hereto a contract for the treatment and disposal of wastewater of the District.

WHEREAS, the City shall own, operate, and maintain the treatment facilities and shall be responsible for discharging in accordance with the WPDES discharge permit or in accordance with other regulations that may be imposed from time to time.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms show the following meanings:

1.01 BIOCHEMICAL OXYGEN DEMAND (BOD₅) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter in five (5) days at 20 degrees Centigrade, expressed as milligrams per liter. Quantitative determination of BOD shall be made in accordance with procedures set forth in "Standard Methods".

1.02 DNR shall mean the Department of Natural Resources of the State of Wisconsin or any successor state agency thereto.

1.03 EPA shall mean the United States Environmental Protection Agency or any successor federal agency thereto.

1.04 OPERATION AND MAINTENANCE COSTS shall mean all ordinary and necessary costs to the City of carrying out and administering its powers, duties and functions and operating and maintaining the wastewater treatment plant (WWTP), and shall include without limiting the generality of the foregoing: wages and administrative expenses, legal, accounting, engineering and consultants' fees and expenses, payments to retirement, health and hospitalization funds, fringe benefits, insurance premiums, expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary to maintain the capacity and performance of the WWTP during its service life, all other ordinary and necessary costs required to support the daily operations of the WWTP, all plant and on site sewer maintenance.

1.05 PHOSPHORUS (P) shall mean the total phosphorus in wastewater, which may be present in any of three principal forms: orthophosphate, polyphosphates, or organic phosphates. Quantitative determination of total phosphorus shall be made in accordance with procedures set forth in "Standard Methods".

1.06 SEWER USE ORDINANCE shall mean the Columbus Sewer Use Ordinance that regulates the use of public and private sewers and drains, disposal of holding tank and septic tanks wastes into the public sewerage system and treatment plant in the City of Columbus; and provides penalties for violation thereof.

1.07 STANDARD METHODS shall mean the examination and analytical procedures set forth in the State of Wisconsin approved edition of "Standard Methods for the Examination of Water, Sewage and Industrial Wastes" published jointly by the American Public Health Association, the American Water Works Association, and the Federation of Sewage and Industrial Wastes Associations.

1.08 SUSPENDED SOLIDS (SS) shall mean total suspended matter that either float on the surface of, or are in suspension in water, wastewater, or other liquid, and that are removable by laboratory filtering as prescribed in "Standard Methods" and are referred to as nonfilterable residue.

1.09 USER CHARGE SYSTEM shall mean the established criteria and methodology for levying user charges on users of the collection system and treatment facilities. The user charges shall be levied for the cost of debt retirement, operation, maintenance, and replacement of such wastewater treatment and disposal facilities.

1.10 WASTEWATER shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial, industrial, and institutions sources together with any groundwater, surface water, and storm water that may be present.

1.11 WASTEWATER TREATMENT PLANT (WWTP) shall mean the wastewater treatment plant, located within the City of Columbus, and all equipment related thereto whether affixed to the land or moveable and all wastewater treatment plant improvements to be constructed in the future, to include influent pump station, preliminary treatment facilities, secondary treatment facilities, tertiary filtration facilities, disinfection facilities, sludge dewatering facilities, and sludge storage facilities.

1.12 WPDES PERMIT shall mean the City's permit to discharge pollutants, issued under the Wisconsin Pollutant Discharge Elimination System (WPDES), Chapter NR 210, Wisconsin Administrative Code, pursuant to Chapter 147 of the State of Wisconsin Statutes.

ARTICLE II

GENERAL DISCHARGE REQUIREMENTS

2.01 The District agrees to comply with all existing or hereafter applicable provisions of Title II of The Federal Water Pollution Control Act, as amended (PL92500, 33USC 1251 and hereafter the Act) which Act and all amendments thereto are incorporated herein by reference, all existing and future pollution abatement laws, statutes, rules, regulations, ordinances, water quality standards, Wisconsin Pollutant Discharge Elimination System Permit conditions, and lawful orders and decrees of any governmental body, authority or agency having jurisdiction over the parties with respect to the collection, treatment and disposal of wastewater.

2.02 The District agrees to comply with all of the provisions of law applicable adopted by the City including all subsequent amendments thereto. To provide for uniformity within the territory lying within the City, the District further agrees to adopt, within thirty (30) days after the execution of this Agreement, any new ordinances or revisions of its existing ordinances as may be necessary to implement and enforce the provisions of the Columbus Sewer Use Ordinance within their territorial jurisdiction. The District agrees to comply with Columbus' Sewer Use Ordinances, present and future.

ARTICLE III

ALLOCATION OF COSTS

3.01 The City will plan, design, and construct the WWTP improvements according to the combined design flows and loadings for the City and the District listed in Table 1. The District shall be allocated an average annual design flow of 9,900 gpd.

Table 1 Summary of Design Flows and Loadings

Item	Value	Item	Value
Design Flow, mgd		Total Kjeldahl Nitrogen	
Average Annual	1.05	Average Annual	350
Maximum Month	2.20	Maximum Month	525
Maximum Week	3.40	Maximum Week	665
Maximum Day	4.20	Maximum Day	875
Peak	5.25		
Design Loadings, ppd		Phosphorus	
BOD ₅		Average Annual	55
Average Annual	1,775	Maximum Month	85
Maximum Month	3,200	Maximum Day	180
Maximum Week	3,550		
Maximum Day	7,100		
Suspended Solids	2,080	Orthophosphate	
Average Annual	5,200	Average Annual	35
Maximum Month	5,410	Maximum Month	55
Maximum Week	15,600	Maximum Day	115
Maximum Day			
Ammonia			
Average Annual	150		
Maximum Month	225		
Maximum Week	285		
Maximum Day	375		

The City will apply for a Wisconsin Clean Water Fund loan for the project. A 20-year Financial Assistance Agreement will be developed between the City and the State for capital costs. The District shall share in the annual debt retirement costs, annual replacement costs, and annual operation and maintenance costs in proportion to their wastewater flows and loadings. A volume charge shall be established annually by the City to recover these costs. The sewer service charge to the District shall be calculated by multiplying 85 percent of the volume of wastewater metered at the lift station by the volume charge. (The volume of wastewater discharged to the lift station from City customers shall be assumed to be 15 percent.)

All District project costs for the collection, pumping, and metering of wastewater, except sewer system rehabilitation, shall be paid by the District. The City shall pay for 12 percent of sewer rehabilitation costs within the District.

3.02 The District shall pay the City no later than the 20th day of the month following the month billed for the fixed charge. Any monthly payment not made due shall be subject to a five (5) percent penalty for each month or part thereof that such payment remains delinquent.

ARTICLE IV

METHOD OF MEASURING FLOWS AND LOADINGS

4.01 The District shall operate and maintain a metering facility at the lift station.

4.02 The metering station shall be capable of providing continuous flow metering.

4.03 The City will maintain flow data records.

4.04 The District shall plan, design, and construct sampling facilities if their wastewater discharge exceeds domestic strength characteristics as defined in the City of Columbus Sewer Use Ordinance. The sampling station shall be capable of providing continuous flow proportional sampling.

4.05 If sampling is necessary, flow proportional composite samples would be collected and analyzed by the City for BOD₅, suspended solids, nitrogen, phosphorus, pH and other parameters deemed necessary by the City. The cost for testing would be included in the total treatment system operating costs.

ARTICLE V

FUTURE INCREASES IN ALLOTTED CAPACITY

5.01 The capital costs and replacement costs will be allocated to the City and the District in accordance with ARTICLE III. The allocation will be according to the design flows and loadings listed in Table 1. The design flows and loadings are based on the best available estimate of required capacity.

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5.04 If the treatment plant needs to be expanded to meet the needs of the City or the District, the cost of the treatment plant improvements shall be allocated to the party or parties requiring additional capacity.

5.05 If the District exceeds its allocated design flows and has not requested additional capacity from the City, the City may impose discharge restrictions and the following costs and damages.

(a) Its proportional share of those costs and expenses, including fines, forfeitures and legal fees, incurred by the City as a result of a WPDES Permit violation if the District's wastewater discharge substantially contributed to that violation;

(b) All fines, forfeitures, penalties and other costs and expenses, including legal fees, incurred by the City as a result of a WPDES Permit violation if the District's wastewater discharge solely and directly caused that violation;

(c) Its proportionate share of those expenses or costs, including any corrective action expenses, incurred by the City as a result of (i) an upset or disruption of, or interference with, the operations of the Sewerage System or (ii) damage to any equipment or structure of the System, if the District's wastewater discharge substantially contributed to that disruption, interference, or damage;

(d) All costs and expenses, including corrective action costs, incurred by the City as a result of (i) an upset or disruption of, or interference with, the operations of the Sewerage System or (ii) damage to any equipment or structure of the System if the District's wastewater discharge solely and directly caused that disruption, interference, or damage.

ARTICLE VI

USER CHARGE DISPUTES

6.01 If the District disagrees with any charge levied by the City, the District shall first make its disputed payment as scheduled, under protest. The District shall within thirty (30) days of such payment file a detailed written objection with the City setting forth the reasons for such dispute and the District's proposed resolution thereof. The City shall have thirty (30) days from its receipt of such written objection in which to either approve the objection or to arrange a meeting of the parties, which meeting shall be held not more than forty-five (45) days after the receipt of the objection by the City unless such time is extended by agreement of the parties. At such meeting each party shall be allowed no more than three (3) representatives, including legal counsel. Any unresolved user charge dispute shall be subject to binding arbitration in accordance with Chapter 788 of the Wisconsin Statutes.

ARTICLE VII

EXAMINATION OF BOOKS AND RECORDS

7.01 The City shall maintain records of cost allocations, charges, payments, and metering and sampling which affect determinations pursuant to the provisions of this agreement. The City shall afford free access to the District such accurate books and records relating to the treatment of wastewater as may be pertinent to this Agreement. The District shall have the right to request that the City's annual audit include such detailed items as may be pertinent and necessary to a full understanding of the times which enter into the City's billings to the District.

ARTICLE VIII

ARBITRATION

8.01 Unresolved disputes relating to the application or interpretation of any of the provisions of this agreement shall be subject to binding arbitration in accordance with Chapter 788 of the Wisconsin Statutes.

ARTICLE IX

TERM OF AGREEMENT

9.01 This Agreement shall become effective upon its execution and shall remain in full force and effect for twenty (20) years.

9.02 This Agreement shall be amended only upon written agreement by both parties.

ARTICLE X

SEVERABILITY

10.01 If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Article in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

ARTICLE XI

AUTHORITY

11.01 This Agreement, and all of the terms and conditions hereto, shall bind the parties and their respective successors, transferees, and assigns, as set forth above. This Agreement is made in Wisconsin and shall be governed, interpreted, construed, and enforced according to the laws of the State of Wisconsin.

SEP/19/1995

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this agreement on the dates set forth below to be effective as of the day and year first above written.

Executed this 21 day of NOVEMBER, 1995.

CITY OF COLUMBUS

By: [Signature]

Joseph A. Marks, Mayor

Attest: [Signature]

Anne Donahue, Clerk

Executed this 21 day of NOVEMBER, 1995.

ELBA SANITARY DISTRICT NO. 1

By: [Signature]

President

Attest: [Signature]

Secretary of the Board of
Commissioners