



RULE NO. 19
PRETREATMENT PROGRAM
WASTEWATER DISCHARGE PERMIT

In compliance with regulations of the Environmental Protection Agency, the commercial and industrial Customers located within the certificated service area of Great Basin Water Co., are required to insure that certain regulations are adhered to in the operations of its sanitary sewer system. Any and all commercial and industrial Customers located within the certificated service area of Great Basin Water Co. will be required to execute a Certification in the following form:

CERTIFICATION

I affirm that I have examined and understand the information contained in this Permit. I have read and understand the Permit and know that I can be held responsible for any violation contained in the Permit.

Any questions should be directed to:

Development Manager
Great Basin Water Co.

Or

Area Manager
Great Basin Water Co.

READ AND SIGNED THIS _____ DAY OF _____, 20____.

SIGNATURE _____

COMPANY AND TITLE: _____

SERVICE ADDRESS: _____

APN: _____

Upon execution of the Certification form, a waste water discharge permit will be issued by Great Basin Water Co. authorizing said Customer to discharge into Great Basin Water Co.'s sanitary sewer system. The following terms, conditions and restrictions are set forth with regard to the waste water discharge permit:

RULE NO. 19
PRETREATMENT PROGRAM
WASTEWATER DISCHARGE PERMIT (Continued)

A. SPECIFIC DISCHARGE PROHIBITIONS:

The following wastes are prohibited from discharge into the sanitary sewer system.

1. Explosive, reactive or corrosive substances.
2. Solid or viscous substances which may obstruct flow of wastewater through the sanitary sewer system or disrupt the normal operations of a wastewater treatment plant. Any facility identified as causing or contributing to sewer collection system blockage and/or Sanitary Sewer Overflow (SSO) will be required to install a grease interceptor. Every existing industrial/commercial discharge upon whose premises food is served, prepared, packaged or processed for ultimate human consumption shall install and maintain a grease trap (and/or interceptor) through which all wastes from such food processing, preparation or service must be discharged prior to entry into any wastewater system facilities (Food Service Establishments or FSEs).
 - a. Grease interceptor sizing will be based on water and waste flow, as determined by the current edition of the Uniform Plumbing Code.
 - b. Grease interceptor maintenance requirements include:
 - i. 25% Rule - Grease interceptor shall be maintained in efficient operating condition by periodic removal of the contents of the interceptor. Grease interceptors shall be fully pumped out and cleaned at a frequency such that the combined Fats, Oils and Grease (FOG) and solids accumulation does not exceed 25% of the design hydraulic depth of the grease interceptor.
 - ii. Maintain Log of Inceptor Service Activities – A record or logbook of grease interceptor cleaning and maintenance activities shall be maintained and shall include:
 1. Date and nature of maintenance/service performed (e.g. pump out);
 2. Name of service provider/waste hauling company;
 3. Name and signature of operator performing service;
 4. Documentation of pump volume;
 5. Documentation of the quantity of floating FOG and settled solids removed (to determine if the 25% rule has been exceeded and more frequent pumping is needed);
 6. Documentation of needed repairs to the grease interceptor;
 7. Identification of the facility where the hauler is planning to dispose of the collected waste.
 - c. Food grinder discharge to a grease interceptor is prohibited.
 - d. Waste water discharge hotter than 140°F to a grease interceptor is prohibited.
 - e. No emulsifying additives may be used as a supplement to interceptor maintenance.
3. Waste water pH content of less than 6.0 or greater than 9.0. The customer discharging into the sanitary sewer system will be required to maintain pH levels within compliance from their place of business, at their own expense, by use of equipment or approved devices or chemicals. The installed devices will be approved by GBWC, the Nevada State Health Department or the United States Environmental Protection Agency.

4. In accordance with NRS 445A.465, discharge from any source point any pollutant into any treatment works containing toxic substances or pollutants in sufficient quantity, either alone or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitutes a hazard to humans or animals, creates a toxic effect in the receiving waters of the treatment facility, or which causes treatment processes to fail.
5. Noxious or malodorous substances in quantities sufficient to cause a public nuisance or pose a health hazard.
6. Any waste water which poses a toxic condition, or which cannot be treated at the wastewater treatment facility.
7. Any waste water having a temperature causing the influent flow to the treatment facility to be above 140°F.
8. Untreated whole blood products from customers, including, without limitation, medical facilities, laundries servicing medical facilities or funeral homes. Such products will require pretreatment prior to discharge into the sanitary sewer system. Such treatment may be accomplished by use of bleach or other approved chemicals or filtering systems.

B. ACCIDENTAL DISCHARGE PREVENTION AND REPORTING:

The Customer shall provide adequate physical structures and operational procedures to prevent the accidental discharge of toxic or hazardous materials to the sanitary sewer system.

The Customer is required, at its expense, to modify chemical storage methods, or locations, construct secondary containment facilities, seal floor drains, change housekeeping procedures, and other changes necessary to prevent accidental spills from reaching the sanitary sewer system. The Customer shall post a notice for employees identifying individuals and numbers to call in case of an accidental spill or discharge. Such notification shall not relieve the Customer of liability for any expense, loss or damage, which may be incurred as a result of damage to the sanitary sewer system or the treatment facility, or damage to any person, or property as a result of discharges due to the negligence of the Customer.

C. RIGHT OF ENTRY:

The Customer shall allow any employee, agent or representative of GBWC. the right to enter the Customer's property for the purpose of inspection and/or sampling of pretreatment devices. The Customer agrees that in the event changes or modifications are necessary to Customer's equipment or facilities to prevent unauthorized discharges into the sewer system or wastewater treatment facility, the Customer will, at its own expense, make such changes or modifications.

The Customer also agrees to install any needed sampling station(s) or monitoring device(s) required to perform periodic testing, as designated by GBWC.

D. TRAINING:

All FSEs will be required to provide training to staff on Best Management Practices (BMP) for handling grease at a minimum of a semi-annual basis. FSEs will clearly post BMP information in a location available to all employees.

E. REPORTING:

The Customer shall provide GBWC with copies of the grease interceptor log with supporting documentation as outlined in Section A (2) (b) (iii) of this Rule semi-annually by the 20th of the month following (July and January) at the address listed above. A log of the BMP training shall be provided to SCUC semi-annually by the 20th of the month following (July and January). All Material Safety Data Sheets (MSDS) will be posted on site in a prominent location and will be provided to GBWC annually no later than the 20th of January following the calendar year, including a map of the location and size of the grease interceptor.

F. GBWC FOG CONTROL PLAN:

All Customers agree to comply with the current GBWC FOG Control Plan, the current Uniform Plumbing Code and any other government ordinance, rule, code or regulation regarding wastewater pre-treatment.

G. REMEDICATION / CLEAN-UP COSTS:

If a customer has been properly notified of violation pursuant to the GBWC FOG Control Plan, and has not taken appropriate corrective actions within the timeframe noted in the notification, GBWC may order the customer to pay for costs associated with the clean-up or decontamination of a site following the discharge of disallowed substances into the sanitary sewer and/or environment which cause interference, pass-through or sanitary sewer overflow (SSO).

H. ENFORCEMENT:

Following notice by GBWC that a Customer has violated, or is violating, any preventable violation of the terms and conditions set forth in this tariff, Customer will have 30 days to correct said violation or service will be terminated in accordance with Rule No. 6 of this tariff. When necessary to protect Utility facilities or operations from damage or to protect public health and welfare of Customers, Utility may terminate service immediately without notice. GBWC shall provide written notification to the Nevada Department of Health and Human Services, the Nevada Division of Environmental Protection and Nye County of such termination and the authority with jurisdiction may order that the establishment be closed. All costs associated with the correction of violations will be the responsibility of the customer. If the customer does not take steps to correct violations, GBWC reserves the right to correct the problems before sewer service is restored to the customer. In such cases, the customer will be responsible for all costs of corrective actions taken by GBWC in order to remain in compliance with the terms and conditions of its discharge permit. Such costs will include all labor and material costs necessary to correct the problems, and may also include costs to repair any damage to property or treatment facilities of GBWC. If payment is not received within ten (10) days of an itemized bill being presented to customer, legal action may be initiated by GBWC to recover its costs and damages.

I. TYPES OF VIOLATIONS

1. **Minor Violations:** Inspection hindrance (equipment related), failure to maintain onsite record, failure to provide reporting, failure to provide GBWC requested information permitted under this plan, failure to meet GRE Requirements, failure to follow BMP.
2. **Intermediate Violations:** A reoccurrence of any Minor Violation, failure to maintain equipment, failure to pump/clean grease trap/interceptor, discharge prohibition, failure to provide prior notification of modification, change and/or alteration to GBWC and Department of Health and Human Services.
3. **Major Violations:** A reoccurrence of any Intermediation Violation, denial of right of entry for inspection, source of sewer blockage, source of sewer blockage causing SSO, falsification of maintenance records, discharge FOG that interferes with wastewater treatment plant processes.

J. VIOLATION FEE SCHEDULE

Violation fees may be imposed based on the type of violation.

Because each day or portion thereof during which a violation continues may constitute a separate offense, if in GBWC’s opinion the violator is not taking action to remediate the violation, the Violation Fee schedule may be escalated to the next highest level. The imposition of a Violation Fee does not negate the imposition of any other enforcement methodology and vice versa.

Action	Description
Minor Violation Uncorrected within 30 Days	A \$25 violation fee may be imposed if a Minor Violation is not corrected within 30 days of written notification. Each day or portion thereof during which a violation continues may constitute a separate offense.
Intermediate Violation Uncorrected within 30 Days	A \$50 violation fee may be imposed if an Intermediate Violation is not corrected within 30 days of written notification. Each day or portion thereof during which a violation continues may constitute a separate offense.
Major Violation	A \$100 violation fee may be imposed if a major Violation is not corrected within the specified timeframe of the written notification. Each day or portion thereof during which a violation continues may constitute a separate offense.
Discontinuance of Service (DOS)	A \$250 violation fee may be imposed if a DOS is issued to the Customer. Each day or portion thereof during which a violation continues may constitute a separate offense.
Re-Inspection Fee	Any re-inspection caused by a violation may be subject to a \$75.00 re-inspection fee.
Failure to Take Corrective Action within Noted Timeframe	If a customer has been properly notified of violation pursuant to the GBWC FOG Control Plan, and has not taken appropriate corrective actions within the timeframe noted in the notification, GBWC may order the customer to pay for costs associated with the clean-up or decontamination of a site following the discharge of disallowed substances into the sanitary sewer and/or environment which cause interference, pass-through or sanitary sewer overflow (SSO). Such costs will include all labor and material costs necessary to correct the problems, and may also include costs to repair any damage to property or treatment facilities of GBWC. If payment is not received within ten (10) days of an itemized bill being presented to customer, legal action may be initiated by GBWC to recover its costs and damages.