

**OWOSSO MID-SHIAWASSEE COUNTY WWTP
REVIEW BOARD**

MEETING NOTICE

DATE: September 24, 2024 (Tuesday)

TIME: 4:30 P.M.

PLACE: 1410 Chippewa Trail, Owosso, MI 48867 with virtual option for non-board members
(details attached)

AGENDA:

1. Roll
2. Agenda Approval
3. Previous Meeting Minutes
 - a) August 27, 2024*
4. Secretary's Report
 - a) Plant Performance Summary (August 2024)*
 - b) Plant Operations and staffing
 - c) WWTP project updates: Solids Handling Project, Phase I, Secondary Clarifier
5. Old Business
 - a) Hydrogen Sulfide Study
 1. Utility Authority Plan Progress
 - b) Equivalent Sewer Use Ordinances*
6. New Business
NONE
7. Citizens'/Members' comments
8. Adjourn

Tim Guysky, Secretary

* **Written information previously transmitted or enclosed.**

The city of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two hours' notice to the city of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the city of Owosso by writing or calling the following: Tim Guysky, 301 West Main Street, Owosso, MI 48867 (989)-725-0562.

PLEASE TAKE NOTICE THAT THE FOLLOWING MEETING WILL HELD IN-PERSON WITH A VIRTUAL ATTENDANCE OPTION

The Owosso Mid-Shiawassee County Wastewater Treatment Plant Review Board will conduct an in-person meeting with a virtual attendance option on September 24, 2024.

OWOSSO MID-COUNTY WWTP REVIEW BOARD
Tuesday, September 24, 2024
at 4:30 p.m.
1410 Chippewa Trail
Owosso, MI 48867

The public may attend in-person or virtually but cannot participate in public comment virtually. Virtual attendees may submit questions or comments via email to the Plant Superintendent at timothy.guysky@ci.owosso.mi.us a minimum of 24 hours prior to the meeting.

VIRTUAL OPTION DETAILS:

- **Join Zoom Meeting:**
<https://us02web.zoom.us/j/84370849046?pwd=cnWQ3awJLOmRjBd8gxMtV9JXKzBprJ.1>
- **Meeting ID:** 843 7084 9046
- **Password:** 985776
- **One tap mobile**
+16465588656,,84370849046#,,,,*985776# US (New York)
+16469313860,,84370849046#,,,,*985776# US
- **Dial by your location**
+1 646 558 8656 US (New York)
+1 646 931 3860 US
- **For video instructions visit:**
 - Signing up and Downloading Zoom <https://youtu.be/qsy2Ph6kSf8>
 - Joining a Zoom Meeting <https://youtu.be/hlkCmbvAHQQ>
 - Joining and Configuring Audio and Video <https://youtu.be/-s76QHshQnY>
- **Helpful notes for participants:** [Helpful Hints](#)

Any person who wishes to contact members of the WWTP Review Board to provide input or ask questions on any business coming before the Board on September 24, 2024 may do so by calling or e-mailing the WWTP Superintendent prior to the meeting at (989)725-0562 or timothy.guysky@ci.owosso.mi.us.

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio recordings of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing, calling, or emailing the following: Owosso WWTP Superintendent, 301 West Main Street, Owosso, MI 48867; Phone: (989) 725-0562; Email: timothy.guysky@ci.owosso.mi.us. The City of Owosso Website address is www.ci.owosso.mi.us.

WARNING: According to the State Attorney General, interrupting a public meeting in Michigan with hate speech or profanity could result in criminal charges under several State statutes relating to Fraudulent Access to a Computer or Network (MCL 752.797) and/or Malicious Use of Electronics Communication (MCL 750.540). Per the US Attorney for Eastern Michigan, Federal charges may include disrupting a public meeting, computer intrusion, using a computer to commit a crime, hate crimes, fraud, or transmitting threatening communications.

City of Owosso related meetings are being monitored and violations of statutes will be prosecuted.

**OWOSSO MID-SHIAWASSEE COUNTY WWTP REVIEW BOARD
MEETING MINUTES - DRAFT**

August 27, 2024

4:30 P.M.

W.W.T.P.

1. Roll (4:30 P.M.)
Members Present: R. Holzheuer, R. Suchanek
Alternates Present: G. Schultz, N. Henne
Members Absent (no Alternate present): J. Sawyer
Others Present: T. Guysky, WWTP Superintendent/Board Secretary
J. Bloomfield, Owosso Twp/Caledonia Twp Utility Authority
B. Langtry, Owosso Twp/Caledonia Twp Utility Authority
2. Agenda Approval: Motion by Schultz to approve meeting agenda as presented. Support by Holzheuer. No discussion. Motion carries 3-0.
3. Minutes of the May 28, 2024 meeting: Motion by Suchanek to approve the May 28, 2024 meeting minutes. Support by Schultz. No Discussion. Motion carries 3-0.
4. Secretary's Report:
 - a) Plant Performance Summary (May – July 2024): Guysky noted and explained causes for permit violations in May, June and July. The June violations were a reporting error and after correction will be removed from the record.
 - b) Plant Operations and Staffing: Guysky noted ongoing challenges with the plant process due to construction activities and failures on soon to be replaced equipment. The plant is currently advertising for one attendant position, and has recently hired a full time laboratory technician.
 - c) WWTP Project Updates: Guysky updated the Board on the current projects. The Solids Handling Project is nearing completion, with only a few small punch list items remaining. The Phase I Project work is progressing at the expected pace thus far, with disinfection and filtration equipment startup scheduled for early January 2025. The Secondary Clarifier construction is expected to start in late September 2024. .
5. Old Business:
 - a) Hydrogen Sulfide Study Utility Authority Plan Progress: Langtry updated the Board on the Owosso Township- Caledonia Township Utility Authority efforts toward H2S mitigation. Chemical application is in place and recent logger data is promising. The Authority will meet with their consulting firm and have a long-term plan by the early October. H2S logger deployment locations were discussed to further evaluate the chemical application Due to

pumping changes at Township Station #5, the Owosso Township collection system H2S near the WWTP will be evaluated via logger data in the coming weeks.

- b) Equivalent Sewer Use Ordinance: Discussion concerning the state of the townships' and sewer authority's sewer use ordinance. Owosso Township has provided the City of Owosso with an acceptable version of their ordinance, save for some incorrect section references. The Township Sewer Authority needs to approve and incorporate into their ordinance all amendments the City of Owosso has required since 1985. Caledonia Township needs to provide the City of Owosso with their current ordinance and verify all amendments have been approved and incorporated.

6. New Business:
NONE

7. Citizens'/Members' Comments:
Henne discussed the City of Owosso's efforts to secure grant funding through the EPA Community Change Grant program. The only WWTP C.I.P. project applicable for this program is the retention basin.
Henne commended the WWTP staff for their efforts in keeping the plant running during construction activities.

8. Adjourn: Motion to adjourn by Suchanek. Support by Holzheuer. No discussion. Motion carries 3-0. Meeting adjourned at 5:19 p.m.

Respectfully submitted, Timothy J. Guysky, Secretary
Approval by Review Board pending

PLANT PERFORMANCE SUMMARY

	PERMIT LIMIT	CURRENT YEAR AUGUST 2024	PREVIOUS YEAR AUGUST 2023
PLANT FLOW			
AVERAGE	No Limit	3.17 MGD	4.13 MGD
MAXIMUM	No Limit	5.40 MGD	7.76 MGD
PRECIPITATION		4.95 Inches	6.80 Inches
CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND (CBOD-5)			
"30 Day" Average	10 mg/L	6.2 mg/L	3.8 mg/L
Worst 7 Day Average	No Limit	8.0 mg/L	5.3 mg/L
Maximum Day	15 mg/L	15.5 mg/L	11.0 mg/L
"30 Day" Average	500 lbs/day	164 lbs/day	148 lbs/day
Worst 7 Day Average	730 lbs/day	200 lbs/day	255 lbs/day
Percent Removal	No Limit	90 %	92 %
TOTAL SUSPENDED SOLIDS (T.S.S.)			
"30 Day" Average	30 mg/L	12 mg/L	5 mg/L
Worst 7 Day Average	45 mg/L	15 mg/L	7 mg/L
"30 Day" Average	1500 lbs/day	325 lbs/day	210 lbs/day
Worst 7 Day Average	2300 lbs/day	384 lbs/day	360 lbs/day
Percent Removal	85%	92 %	96 %
AMMONIA NITROGEN (NH3-N)			
"30 Day" Average	No Limit	0.54 mg/L	0.44 mg/L
Maximum Day	3.0 mg/L	2.52 mg/L	2.62 mg/L
"30 Day" Average	No Limit	14.6 lbs/day	21.8 lbs/day
Worst 7 Day Average	150 lbs/day	27.3 lbs/day	57.6 lbs/day
TOTAL PHOSPHORUS			
"30 Day" Average	1.0 mg/l	0.86 mg/L	0.58 mg/L
"30 Day" Average	50 lbs/day	23 lbs/day	20 lbs/day
DISSOLVED OXYGEN			
Minimum	G.T. 6.0 mg/L	8.4 mg/L	9.1 mg/L
pH			
Maximum	L.T. 9.0	8.05	8.56
Minimum	G.T. 6.5	7.59	8.38
TOTAL RESIDUAL CHLORINE (TRC)			
Maximum	38 ug/L	< 10 ug/L	< 10 ug/L
FECAL COLIFORM			
"30 Day" Mean	200 Col./100 mls	51 Col./100mls	17 Col./100mls
Worst 7 Day Mean	400 Col./100mls	127 Col./100mls	36 Col./100mls
COMPLIANCE		Complied with all permit limits except CBOD5 Maximum Day concentration.	Complied with all permit limits except Hexachlorobenzene concentration

CODE: L.T. = LESS THAN
G.T. = GREATER THAN
N.R. = NO ANALYSIS REQUIRED

NOTE: ALL PERMIT LIMITS ARE MAXIMUMS UNLESS OTHERWISE INDICATED

MEMORANDUM

TO: MID-COUNTY WWTP REVIEW BOARD
FROM: TIM GUYSKY, WWTP Superintendent, Board Secretary
DATE: SEPTEMBER 17, 2024
RE: SERVICE UNIT SEWER USE ORDINANCE

Due to the recent discussions surrounding the “equivalent sewer use ordinance” issue, we felt it would be appropriate to summarize the City of Owosso needs, per Federal requirements and the WWTP agreement of 1977 and subsequent amendments. Feel free to share this with members of any board or service unit attorneys for their reference as well.

1. The City of Owosso and the Service Units (City of Corunna, Owosso Charter Township, Caledonia Township) entered into an agreement in 1977 regarding treatment of sanitary sewage at the wastewater treatment plant. Part of this agreement, paragraph (2)(d), centers around industrial wastewater input to the WWTP. This section of the agreement is attached for your reference.
2. In 1985, an agreement was signed by all service units acknowledging that the City of Owosso, as owner/operator of the plant and per Federal requirements, has the duty to develop and implement a Federal Industrial Pretreatment Program (FIPP). The service units agreed to adopt and enforce a sewer use ordinance equivalent to the City of Owosso’s. This agreement is attached for your reference.
3. In 1994, in response to Federal pretreatment regulation modifications, a multijurisdictional agreement was signed by the City of Owosso, all Service Units and the Utility Authority. Under this agreement the City of Owosso is designated as the authorized agent of each respective service unit (and the Utility Authority) for the “administration and enforcement of statutes, ordinances and regulations on industrial and nondomestic user discharges to the Mid-County wastewater treatment system pursuant to the legal authority provided through the equivalent ordinances adopted or to be adopted by the City, each Service Unit and the Authority.” It was again agreed that the service units would adopt and enforce sewer use ordinances equivalent to the City of Owosso’s. This agreement is attached for your reference. Attachment “B” to this agreement is also attached and specifies functions the City of Owosso is authorized to undertake. These functions all rely on the service units maintaining equivalent ordinances.
4. Over the years, when modifications to the Federal rules require ordinance changes, the City of Owosso has advised the Service Units of the changes, and the Service Units have approved

amendments to their respective ordinances to keep them equivalent. This has also been the case when pollutant local limits have changed. This includes the 1994 amendments and another set of changes in 2016.

5. As part of periodic audits from Michigan EGLE, the City of Owosso has to confirm adequate legal authority is in place to implement the FIPP. Equivalent ordinances throughout the service area are part of this.

6. The City of Owosso has recently reviewed all available service unit ordinances for equivalency. Several items were lacking, including:
 - Owosso Township – the latest amendments (2017) reference section numbers that do not exist within the ordinance. These appear to be City of Owosso ordinance numbers that were not changed as part of a cut-and-paste operation. These reference numbers need correction.

 - Caledonia Township – the ordinance obtained from the Caledonia Township website does not have the 2016 amendments included. We believe the amendments were previously approved by the Caledonia Township Board and perhaps the copy on the website is not current. Please provide the City of Owosso a current copy with all amendments included.

 - Owosso Township-Caledonia Township Utility Authority – The copy received from the Utility Authority is from 1985 and has had none of the amendments approved or added. We believe this is an oversight where the Authority has not been made aware of the equivalency requirement or the amendments as they happened. Our understanding is the ordinance for the Utility Authority is a necessary part of their operation. If this is the case, it should be updated for equivalency with the other ordinances, which would mean approving the 1994 and 2016 amendments. Please advise if the ordinance is deemed unnecessary, otherwise please provide a copy of the ordinance and amendments as soon as the updates are added.

 - City of Corunna – The ordinance is correct and up to date. We have a copy on file.

Please feel free to reach out to me with any questions.

TJG

Att. (3)

1977 Wastewater Treatment Plant Agreement Section (2)(d) - highlighted

which the City may be required to maintain as may be agreed upon under other paragraphs of this Agreement.

(xiii) Cost and expense of any litigation relating to the Plant and the cost of any award or judgment or fine rendered in connection therewith.

(xiv) Depreciation and replacement cost on the Plant in such amounts and representing such items as shall be determined by the Review Board in order to meet the requirements of the regulations of EPA.

There shall be deducted from the total of each monthly operation and maintenance charge any amounts received as a surcharge as hereinafter provided.

(d) Agree that each shall be responsible for the character of the sewage originating from within its limits or into sewers over which it has control and that if the character of sewage contributed to the Plant shall be such as to impose an unreasonable or unnecessary additional burden upon the Plant or shall be of such character as to cause damage to the Plant, such sewage shall be treated before being introduced into the Plant by the Customer responsible therefor or the right to empty said sewage into the Plant may be denied, if necessary for the protection of the Plant and each agree that it will pay, indemnify and save harmless the others or any of them from and against all claims, damages, demands, expenses, liabilities and losses of every conceivable kind, character and nature whatsoever that may result to the others or any of them by reason of the introduction into its system of sewers

AUGUST
1977

of sewage of a character that may result in the others or any of them incurring claims, damages, demands, expenses, liabilities and losses. In order to implement this provision each agrees that it will prohibit introduction into the system of sanitary sewers under its control sanitary sewage wastes of a nature described from time to time by action of the Review Board, and that to further implement this provision each agrees:

(i) that it will enact appropriate ordinances, which may be penal in nature, prohibiting introduction of sanitary sewage wastes of the character or nature described from time to time by action of the Review Board.

(ii) that it will enact ordinances providing for either pretreatment of sewage which is of a nature or character as will cause damage to the Plant or an unreasonable burden on the Plant or for payment of a surcharge by the premises discharging such sanitary sewage wastes or, in the appropriate case, prohibition of the right to empty such sanitary sewage into the system of sewers, and

(iii) that, subject to law, it will enact ordinances requiring each premises abutting upon any street, alley or right of way in which there is or may be hereafter located a sanitary sewer line within their limits to connect to such sanitary sewer line not more than twelve (12) months after the sanitary sewer line becomes available, and

(iv) that the City of Owosso as the party responsible for operation of the Plant shall have the exclusive right

AUGUST
1977

to determine as to any premises within the City of Owosso or in any of the Service Units whether pretreatment shall be required, whether a surcharge shall be required and the amount of such surcharge or whether the right to empty into the sewer system of any of the Service Units shall be prohibited. If the City of Owosso shall determine to require pretreatment or a surcharge or to deny the right to empty into a sewer of any Service Unit, the City of Owosso shall promptly notify the appropriate Service Unit and it shall be the duty of such Service Unit to promptly require pretreatment or a surcharge or to deny the right to empty into the sewer system of the Service Unit. Where a surcharge is to be imposed, as provided in this subparagraph and subparagraph (ii) above, the Service Unit in which the premises is to pay the surcharge is located shall pay as part of its Operation and Maintenance Charge to the City of Owosso, said surcharge.

(v) that the City of Owosso shall have the right and hereby agrees that it will conduct such tests and reviews of the sanitary sewage from industrial premises located in any of the Service Units and City of Owosso as are necessary to protect the Plant under this provision and the Service Units each agree that it will supply to the City of Owosso as they are received such reports concerning the same as they may receive from their industrial customers; provided, however, that the foregoing

AUGUST
1977

surveillance by the City of Owosso shall not relieve any of the Service Units of their liability for indemnification of the City of Owosso or the other Service Units as hereinbefore provided except due to negligence of the City of Owosso, its employees or officers.

(e) That the City of Owosso and each Service Unit will enact common ordinances to prevent to the greatest extent possible storm water from being introduced directly or indirectly to the sanitary sewers within its limits or under its control.

(f) Consent to the use of highways, streets, alleys and other easements or rights-of-way located within their limits by each other for the purpose of acquiring, constructing, operating, maintaining and repairing the Plant and the sewers of the Service Units and other sewers of the City of Owosso and the Service Units and each agrees that it will execute such instruments in favor of such of the others as may be necessary or convenient to permit such use.

(g) Agree to use, to greatest extent possible, common sewers in order to avoid duplication of facilities.

(h) Agree that each shall operate its own system of trunk and lateral sewers within its limits and each shall be solely responsible for all costs of operation and maintenance of said system of sewers within its limits and each shall have the sole right to control and regulate connections to its system of sewers within its limits, and each shall establish and collect rates for the service provided to its customers by its system of

AUGUST
1977

1985 Agreement

AGREEMENT

An AGREEMENT made this 16th day of September, 1985, by and between the City of Owosso (hereinafter defined as the "City"), the City of Corunna and the Townships of Caledonia and Owosso (hereinafter defined as the "Service Units"), all of which public corporations are located in Shiawassee County, Michigan;

WITNESSETH:

Whereas, the City owns and operates the Mid-Shiawassee County Wastewater Treatment Plant and provides wastewater treatment service to the Service Units under the terms of the August 17, 1977 Agreement, and

Whereas, the Service Units own and maintain their own wastewater collection systems which collect and transmit their wastewaters to the Mid-Shiawassee County Plant for treatment, and

Whereas, the City has developed an Industrial Pretreatment Program setting forth requirements for contributors into the wastewater collection and treatment system and enabling the City to comply with all applicable Federal and State laws and regulations including the General Pretreatment Regulations (40 CFR 403);

Now, therefore, in consideration of mutual promises and undertakings of the parties hereto, it is agreed by and among them as follows:

1. That the Service Units shall each adopt and enforce an Ordinance equivalent to the City of Owosso Ordinance No. 433, Article IV - VIII dated June 23, 1985.
2. That the City will have access to all appropriate records kept by the Service Units relative to the volume and nature of wastewater discharged by contributors within its corporate boundary.
3. That the provisions of Paragraph (2)(d) of the August 17, 1977 Agreement shall be followed throughout the implementation of the City's Industrial Pretreatment Program.
4. That the Service Unit shall notify the City prior to authorizing a new sewer connection permit within its jurisdiction to any non-domestic user. The City may require submission of Basic Data, as authorized by the Ordinance, on which to determine whether pretreatment or other wastewater discharge control measures may be required in accordance with the Ordinance and State and Federal regulations.

IN WITNESS WHEREOF the parties have executed this Agreement on the first date set forth above.

CITY OF CORUNNA

By

Mayor

By

City Clerk

CITY OF OWOSSO

By

Mayor

By

City Clerk

TOWNSHIP OF OWOSSO

By

Supervisor

By

Township Clerk

TOWNSHIP OF CALEDONIA

By

Supervisor

By

Township Clerk

1994 Agreement

AGREEMENT

An AGREEMENT made this 20th day of June, 1994, by and between the City of Owosso (hereinafter defined as the "City"), the City of Corunna and the Townships of Caledonia and Owosso (hereinafter defined as the "Service Units"), and the Owosso Township - Caledonia Township Utility Authority (hereinafter defined as the "Authority"), all of which public corporations are located in Shiawassee County, Michigan;

WITNESSETH:

Whereas, the City owns and operates the Owosso Mid-Shiawassee County Wastewater Treatment Plant and provides wastewater treatment service to the Service Units under the terms of the August 17, 1977 Agreement which remains in effect, and

Whereas, the Service Units own and maintain their own wastewater collection systems which collect and transmit wastewater from their customers to the Owosso Mid-Shiawassee County Plant for treatment, and

Whereas, the Townships of Caledonia and Owosso have formed an Authority which provides for the operation and maintenance of the sewer collection systems in the Townships, and

Whereas, the City is required by federal and state regulations to develop and implement an Industrial Pretreatment Program throughout the service area of the Owosso Mid-Shiawassee County Wastewater Treatment Plant including areas outside its corporate boundaries and within the legal jurisdiction of the Service Units and the Authority, and

Whereas, the City and Service Units entered into a September 16, 1985 agreement, which shall remain in effect, to provide for the implementation of the approved Industrial Pretreatment Program in accordance with federal regulations then in effect, and

Whereas, there have been modifications to the Federal pretreatment regulations (40 CFR 403) that necessitate ordinance revisions for the Service Units and for the Authority, and clarification of pretreatment program implementation responsibilities and procedures in the service area outside the corporate limits of the City;

Now, therefore, in consideration of mutual promises and undertakings of the parties hereto, it is agreed by and among them as follows:

1. That the Service Units and the Authority shall each adopt and enforce an Ordinance equivalent to the City of Owosso Ordinance No. 490 adopted April 20, 1992 and included herein as Attachment "A".

2. That the City of Owosso is hereby designated as the authorized agent of each respective Service Unit and the Authority for the administration and enforcement of statutes, ordinances and regulations on industrial and nondomestic user discharges to the Mid-County wastewater system pursuant to the legal authority provided through the equivalent ordinances adopted or to be adopted by the City, each Service Unit and the Authority. However, nothing in this agreement shall prevent any Service Unit or the Authority from directly utilizing the legal authority provided in its ordinance as it deems necessary to maintain and protect the integrity and proper operation of its wastewater collection system. Attachment "B" to this agreement gives examples of specific functions for administration and enforcement of industrial pretreatment program requirements to be carried out by the City throughout the service area of the Owosso Mid-County Wastewater Treatment Plant.
3. The City of Owosso shall name a "Pretreatment Coordinator" who shall be the City official responsible for the consistent administration of the industrial pretreatment program throughout the service area of the Owosso Mid-Shiawassee County Wastewater Treatment Plant. The City shall notify the Service Units and the Authority of any change in the appointment of the "Pretreatment Coordinator".
4. The City of Owosso shall keep the respective Service Unit and/or the Authority apprised of any formal administrative or judicial enforcement action affecting a user within their jurisdiction. The Service Units and the Authority shall designate an official to be sent copies of any such formal action.
5. In the event of escalating enforcement action against a user located in a Service Unit leading to a recommendation for termination of service, other than an emergency termination of service, the "Pretreatment Coordinator" shall follow the hearing procedure of the respective service unit or the Authority as applicable. The Service Unit or the Authority shall cooperate in carrying out the hearing procedure in a timely fashion.
6. In the event of escalating enforcement action against a user located in a Service Unit leading to a recommendation from the "Pretreatment Coordinator" for judicial action, the "Pretreatment Coordinator" shall work in conjunction with the attorney for the City and the attorney(s) for the respective Service Unit and/or the Authority in proceeding with such judicial enforcement action. Attorney fees incurred shall be chargeable as a direct operating expense of the Owosso Mid-Shiawassee County Wastewater Treatment Plant subject to recovery, if any, under the action pursued.

IN WITNESS WHEREOF the parties have executed this Agreement on the first date set forth above.

CITY OF OWOSSO

By Judy M. Lamphere
Mayor

By Gail L. Wickenhiser
City Clerk

CITY OF CORUNNA

By Trish Sarnow
Mayor

By Sioban Kitchcock
City Clerk

OWOSSO TOWNSHIP

By William E. [Signature]
Supervisor

By Richard A. [Signature]
Township Clerk

CALEDONIA TOWNSHIP

By R. E. Ringle
Supervisor

By Inna [Signature]
Township Clerk

TOWNSHIP UTILITY AUTHORITY

By W. J. [Signature]
Chairman

By Margaret [Signature]
~~Clerk~~, Secretary

ATTACHMENT "B"

Owosso Mid-Shiawassee County WWTP
Industrial Pretreatment Program

ENFORCEMENT RESPONSE PLAN
MULTIJURISDICTION IMPLEMENTATION FUNCTIONS

Pursuant to the June 20, 1994 Agreement, the "Pretreatment Coordinator" and duly authorized employees of the City of Owosso under his direction are authorized to undertake the following described functions, and others as necessary for pretreatment program implementation and enforcement as authorized by the equivalent ordinances for the City of Owosso and the Service Units, throughout the service area of the treatment plant including those areas outside the city limits of Owosso and within the legal jurisdiction of the Service Units.

I. PROGRAM ADMINISTRATION

- conduct sampling and monitoring of industrial user discharges.
- conduct inspections of industrial user facilities
- require submittal of basic data, reporting of changes, submittal of self-monitoring reports and compliance schedules
- determine user classification
- determine pretreatment and spill prevention requirements
- issue Orders of Determination

II. ADMINISTRATIVE ENFORCEMENT

- Determine instances of violation or noncompliance
- Issue Notices of Violation
- Issue Orders of Determination (compliance orders)
- Enter into Consent Orders
- Issue Show Cause Orders
- Carry out emergency termination of service
- Carry out termination of service following the hearing procedures and the determination of the hearing officer
- Publish information on enforcement actions for users in significant noncompliance

III. JUDICIAL ENFORCEMENT

- Secure search warrants if required to gain entry
- In conjunction with the local police authority issue citations or court appearance tickets
- In conjunction with corporate counsel seek court ordered injunctive relief, consent decrees, penalties and cost recovery
- In conjunction with corporate counsel seek criminal prosecution