



Rusk County Zoning Administrator

311 EAST MINER AVENUE, SUITE N110

LADYSMITH, WI 54848

Phone: (715) 532-2156

Fax: (715) 532-2252

E-mail: ctesky@ruskcountywi.us

March 2012

**Rusk County At-Risk Policy pursuant to the  
Department of Safety and Professional Services (DSPS)  
Policy for Processing High-Strength Wastewater POWTS Plans, April 2009**

Summary of policy and how Rusk County will implement it:

High-strength waste that is discharged to a holding tank is not affected by this policy.

**HIGH-STRENGTH WASTEWATER PRODUCING FACILITIES**

DSPS presumes that any restaurant or other food preparation/processing facility that prepares food as a major part of the operation is expected to produce high-strength waste and owners of these facilities are required to treat the high-strength waste appropriately OR provide acceptable justification why it is not necessary. Sampling shall be done on replacement POWTS of existing facilities that fall under this category and wish to be excluded from pretreating the high-strength waste. Sampling shall be done according to DSPS standards. Examples of facilities that are expected to produce high-strength waste include:

- Fast food restaurants
- Full Service restaurants
- Dining Halls
- Grocery Stores with Deli's and butcher shops
- Similar facilities

Exterior grease interceptors are required. Pressure distribution is required on systems where effluent is treated to certain standards.

**AT-RISK WASTEWATER PRODUCING FACILITIES**

For public/commercial buildings that have food preparation as part of their operation, but less than that of a full service restaurant, Rusk County will accept oversight as At-Risk systems, as long as DSPS validates that it truly is an At-Risk Facility and does not require pretreatment according to the Department's standards.

**NEW POWTS**

Rusk County recommends pretreatment of these systems, however, if pretreatment is not included in the initial design, Rusk County will accept plans for new POWTS for at-risk facilities where:

- Pressure distribution is installed in the dispersal cell or dispersal cell components are installed that can easily be retrofitted to pressure distribution (e.g. EZ Flow)
- Kitchen waste is separated from other domestic strength wastewater and an exterior grease interceptor, if required by DSPS, is installed
- The system is monitored on an annual basis by a POWTS Maintainer and reported to the county with additional specific monitoring written into the management plan

- A detailed contingency plan is included that addresses the measures to be taken should signs of early failure be observed including pretreatment unit locations identified and planned for at the time of application.

## REPLACEMENT POWTS

Rusk County recommends pretreatment of these systems, however, if pretreatment is not included in the initial design, Rusk County will accept plans for replacement POWTS for at-risk facilities where:

- Pressure distribution is installed in the dispersal cell or dispersal cell components are installed that can easily be retrofitted to pressure distribution (e.g. EZ Flow), if the cell is being replaced
- Kitchen waste is separated from domestic wastewater and an exterior grease interceptor is installed if otherwise required by DSPS 382
- The system is monitored on an annual basis by a POWTS Maintainer and reported to the county with additional specific monitoring written into the management plan
- A detailed contingency plan is included that addresses the measures to be taken should signs of early failure be observed including pretreatment unit locations identified and planned for at the time of application.

Examples of At-Risk Facilities include:

- Licensed daycare facilities
- Schools with cafeterias
- Small bar and grills where food is a minor part of business
- Coffee shop

## Additional Forms that need to be submitted with Sanitary Permit Application for an At-Risk Facility:

- **Written determination from DSPS** that the facility is, in fact, an At-Risk Facility rather than a High-Strength facility.
- An **At-Risk POWTS Agreement** needs to be signed and notarized by the property owner (additional \$30 fee for recording at the Register of Deeds) – form is included (DSPS 383.21(2)(c)5)
- An **At-Risk POWTS Service Contract** with a licensed individual/company for the specific monitoring of the system - form is included (DSPS 383.52(1)(c))
- A **Management Plan addendum** that identifies the specific monitoring because it is an at-risk facility - example included (DSPS 383.54)
- A **Contingency Plan** indicating the measures that will be taken should signs of early failure be observed and a map showing the type and location of pretreatment units that will be installed if signs of early failure are observed.

# AT-RISK POWTS AGREEMENT

This agreement is made pursuant to DSPS 383.21(2)(c)(5), Wis. Adm. Code

Agreement Date	Plan Transaction Number
Property Owner(s)	
Legal Description of Property	
Return to: Rusk County Zoning Office	
Parcel identifier number	

As an inducement to the county to issue a sanitary permit for a POWTS (Private Onsite Wastewater Treatment System) considered to be at-risk by the Department of Safety and Professional Services and pursuant to the "Policy for Processing High-Strength Wastewater POWTS Plans" dated April 2009, we agree to do the following:

- 1) The owner agrees to conform to all applicable requirements of Chapter DSPS 383, Wis. Adm. Code relating to the maintenance requirements for the proposed POWTS. The owner also agrees to conform to the At-Risk POWTS Management Plan Addendum included with the plans.
- 2) The owner agrees to maintain a contract with a licensed POWTS maintainer for the life of the system. The POWTS maintainer will perform annual inspections and evaluation of the performance of the system including, but not limited to: depth of ponding in the dispersal cell and sludge depth in the tank(s). It may also include sampling of the wastewater and water meter readings if applicable.
- 3) The owner agrees to follow the contingency plan immediately upon any malfunction of the system and to maintain the system so as to not create a human health hazard as described in s. 254.59, Stats.
- 4) The owner recognizes that the county, DSPS or POWTS maintainer may make periodic inspections of the components to complete performance monitoring of the system.
- 5) The owner or the owner's agent agrees to report to the county at the completion of each inspection, maintenance or servicing event in a manner specified by the county within 30 business days from the date of inspection, maintenance or servicing.
- 6) This agreement will remain in effect only until the governmental unit responsible for the regulation of POWTS certifies that the property is no longer served by the system. In addition, this agreement may be cancelled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.
- 7) This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit this agreement to the Register of Deeds, and the agreement shall be recorded by the Register of Deeds in a manner which will permit the existence of the agreement to be determined by reference to the property where the at-risk system is installed.

Owner Name (Print)	Subscribed and sworn to before me on this date:
Notarized Owner Signature	Notary Signature
	My commission expires:

# AT-RISK POWTS SERVICE CONTRACT

I/We, the undersigned owners of an At-Risk POWTS that requires monitoring at least once every twelve months, hereby agree to the following;

1. Pursuant to the POWTS permit # \_\_\_\_\_ issued for the installation of the above system located in \_\_\_\_\_, Town of \_\_\_\_\_, in Rusk County, Wisconsin, which bears the tax parcel or ID# of \_\_\_\_\_.

I/we hereby agree to have the system serviced and monitored by an approved service provider for the life of the system. The monitoring requirements are written in the Management Plan included with the Sanitary Permit in the Rusk County Zoning Office.

2. In the event I/we sell the above property, I/we will inform the subsequent purchaser of this system and furnish said purchaser the name of the system maintainer. This agreement binds any subsequent owner of said property to these terms and conditions for the life of the system.
3. I/we further swear that I/we have been informed and understand that the service inspections will require a fee that I/we will pay to the service provider.
4. That I/we hereby agree to furnish the Rusk County Zoning Department, inspection reports from every service of the system. Reports are due within 30 days of the date of service.

This agreement shall remain in force for a period of \_\_\_\_ years, beginning \_\_\_\_\_, 20\_\_ and will automatically renew each year thereafter for one year unless canceled by either party with at least 30 days written notice.

I/we as owner/s have/has read and fully understand/s the foregoing statements and hereby set my/our hand/s and seal/s to this document this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month      Year

\_\_\_\_\_  
Owner signature

\_\_\_\_\_  
Owner signature

\_\_\_\_\_  
Signature of authorized Service Provider

\_\_\_\_\_  
POWTS Maintainer License #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone number

# AT-RISK POWTS MANAGEMENT PLAN ADDENDUM

SITE ADDRESS	PARCEL ID #
PROPERTY OWNER	TYPE OF POWTS
LEGAL DESCRIPTION OF PROPERTY	
DATE:	

This POWTS serves an At-Risk Facility, which means that there is a higher risk of failure because of the potential for high-strength waste to be generated at the facility. Proper inspection, maintenance and monitoring of the system will help to prevent a health hazard, however, in the event that the system does show signs of failure, the contingency plan is to install a pretreatment device that will properly treat the wastewater to acceptable standards and reduce the likelihood of failure. The property owner shall abide by the maintenance, management and service requirements included in the management plan, and more specifically:

- **Septic tank and grease interceptor:** The septic tank and grease interceptor shall be pumped by a certified septage hauler within one (1) year after the date of installation and at least once every 12 months thereafter, unless, upon inspection by a licensed POWTS Maintainer, the tank is found to have less than one-third (1/3) of the liquid volume occupied by sludge and scum.
- **Septic effluent filter:** Any effluent filters installed in the system shall be inspected annually and maintained as necessary, in accordance with the manufacturer's specifications.
- **POWTS dispersal cell:** The dispersal cell shall be visually inspected by a POWTS Maintainer within one (1) year of the date of installation and at least once every 12 months thereafter, to determine whether septic tank effluent is ponding. In the event of the presence of six inches or more of ponding, the ponding level shall be monitored monthly. If the ponding occurs for more than 6 consecutive months, the dispersal cell will be considered not to be in compliance and the contingency plan shall be implemented, including:

  - Effluent sampling and testing according to standards set forth by the Department. Effluent will be tested to determine the levels of BOD<sub>5</sub>, TSS and FOG being discharged into the dispersal cell. These levels shall not exceed 220 mg/l BOD<sub>5</sub>, 150 mg/l TSS and 30 mg/l FOG.
  - Flow monitoring to ascertain that wastewater discharge to the system is not exceeding the design flow.
  - Reviewing and adjusting practices within the facility which improve volume and strength of wastewater.
  - Installing a pretreatment device which will properly treat the wastewater to acceptable levels.
- The owner or the owner's agent shall submit inspection reports to the county within 30 business days of the date of the inspection, maintenance or service event.
- Upon transfer of title of the property, a copy of the POWTS Management Plan and this addendum must be furnished to the new property owner(s).
- This Management Plan shall be binding upon the owner, heirs of the owner and assignees of the owner, as provided under the At-Risk POWTS Agreement recorded with the deed to the property.