

CITY OF ROCKVILLE

P.O. BOX 93

229 Broadway Street East

ROCKVILLE, MN 56369

For Your Information – FYI

Council Action Needed – CA

**SPECIAL COUNCIL AGENDA
THURSDAY, AUGUST 5, 2021
ROCKVILLE CITY HALL
6:00 P.M.**

1. **Call to Order** Roll Call-DW.BS.BH.JT.BB
2. **Roll Call** – (Silence Electronic Devices)
3. **Approval of Agenda**
4. **Stickney Hill Dairy – All Items Related To: SIU Permit – Billing – Fees- Penalties-Past Due – Revoking – Suspending – Terminating – Meter(s) – Trapezoidal Flume**
5. **Adjourn**

SIGNIFICANT INDUSTRIAL USER AGREEMENT
AND PERMIT FOR INDUSTRIAL DISCHARGE TO THE
COLD SPRING, MINNESOTA WASTEWATER TREATMENT FACILITIES

This Permit entered into by and between Stickney Hill Dairy, LLC (Permittee) and the City of Rockville, Minnesota, allows the discharge of industrial wastes to the City of Cold Spring, Minnesota Municipal Wastewater Treatment Facilities and collection system pursuant to the Sewage Treatment Capacity Agreement by and between the City of Cold Spring and the City of Rockville, from the address and facilities described herein.

This Permit contains the following Sections:

- 1.0 Background Data
- 2.0 Discharge Limits
- 3.0 Specific Conditions
- 4.0 General Conditions

This Permit is issued in accordance with City of Rockville Ordinance 2003-08A and Section 247 of the City of Cold Spring Code of Ordinances.

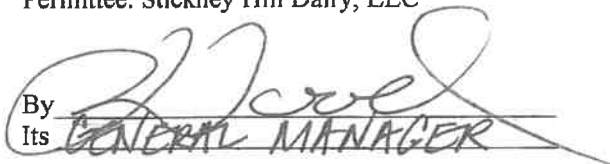
This Permit supersedes any previous permit.

Effective Date: March 10, 2021

Expiration Date: December 30, 2021

Permittee: Stickney Hill Dairy, LLC

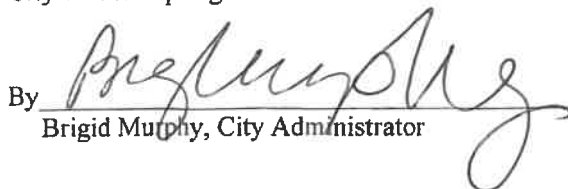
City of Rockville, MN

By 
Its GENERAL MANAGER

By 
Martin Bode, City Administrator

APPROVED AS TO FORM AND CONTENT:

City of Cold Spring

By 
Brigid Murphy, City Administrator

1.0. **Background Data.**

Company Name: Stickney Hill Dairy, LLC

Mailing Address: PO Box 355
Rockville, MN 56369

Address of Premises: 888 Prairie Court
Rockville, MN 56369

Contact Person: Glen Wood

Phone: (320) 428-5063

Mailing Address: P.O. Box 355
Rockville, MN 56369

Email: gwood@stickneydairy.com

- 1.1. SIC Code: 2022
- 1.2. Description of Industrial Operation: Cheese Production
- 1.3. Description of Process Flow: See flow chart attached.
- 1.4. Description of Pretreatment Provided: None.
- 1.5. Hours of operation during peak: 8:00 am to 4:00 pm
- 1.6. Number of days of operation per week: Five
- 1.7. Describe any batch or periodic discharges:

2.0. **Effluent Limits and Monitoring Requirements:**

Specific Limits and Monitoring Required by this Permit				
Parameter	Daily Limitation	Average Monthly Limitation	Sample Frequency	Sample Type
Effluent Flow, MGD	.015	.012	Continuous	Totalizer
pH	5 – 10	5 -10	1 time/day	Grab
CBOD ₅ , ppd	30	21	2 times/week	24 Hour Flow Composite
TSS, ppd	45	31	2 times/week	24 Hour Flow Composite
Total Phosphorus, ppd	4.5	3.0	2 times/week	24 Hour Flow Composite
Chlorides, mg/l	n/a	n/a	2 times/month	24 Hour Flow Composite
Ammonia-nitrogen, mg/l	n/a	n/a	2 times/month	24 Hour Flow Composite
Mercury, ng/l	n/a	n/a	2 times/year	Grab
Maximum discharge flow rate at the trapezoidal flume meter shall be 175gallons per minute. Service discharge pipe to the trapezoidal flume meter shall not be surcharged				

2.1. **Reservation of Capacity.** The City of Rockville shall reserve for the Permittee's use the agreed upon amount of effluent treatment capacity set forth in 2.0 above under the Sewage Treatment Capacity Agreement with the City of Cold Spring for the length of this Permit as set forth in paragraph 3.1, with the specific understanding that the Permittee may transport some or all of their effluent waste on a permanent, temporary or semi-permanent basis to another treatment facility if necessary to meet permit discharge limits. Such transport shall be at Permittee's sole cost and expense. The parties acknowledge the need for discharge into the Rockville system may be on a temporary, interrupted, spontaneous, short-term or long-term basis depending upon the Permittee's needs and within the above permit limitations. It is the specific intent and purpose of this provision that the Permittee may rely upon the capacity provided herein for its uses at a time of day and rates of discharge within the above permit limitations fitting their

needs without concern as to its availability, provided they provide the City of Rockville with reasonable notice of their intent to discharge. In the event of emergency need to discharge, notice given immediately prior to the event, if known, shall be acceptable. Such notice shall include Permittee's estimates with regard to the nature and length of the discharge according to the best information available to Permittee at the time. Nothing contained herein relieves Permittee from the requirement to meet permit limits.

2.2. Polished Water. The Permittee shall have the option, upon thirty days' advance notice, except in an emergency, to the City of Rockville, that it intends to discharge polished water within permitted volume limits with additional effluents being transported to another facility by Permittee. It is the parties understanding that this possible treatment option to split the stream is a value to the Permittee to provide them with operational flexibility at their increased cost. During the length of this permit, Stickney Hill Dairy may transport rather than discharge wastewater if needed, subject to a reservation of capacity fee in accordance with the City's fee schedule, to a facility such as St. Cloud and/or continue researching installation of a filtration plant that will allow polished effluent to flow to Cold Spring. Subject to MPCA and City of Cold Spring requirements, it is within Stickney Hill Dairy's discretion to choose whether to transport waste to a facility such as St. Cloud and/or continue researching installation of a filtration plant in order to remain in compliance. Either option shall be at Stickney Hill Dairy's sole expense. Polished water discharged into the City's sanitary sewer system will be billed at the rates set forth in the City's adopted fee schedule.

3.0. **Specific Conditions:**

3.1. General Authorization: The Permittee is authorized to discharge process wastewater in compliance with the limits and monitoring requirements specified in Section 2.0 of this permit beginning on the Effective Date and lasting through the Expiration Date (the "Initial Term"). No discharge may take place after the Expiration Date unless the Permittee receives written authorization.

Upon written request by the Permittee to the City of Rockville to renew the current permit, the City Council shall review Permittee's performance. Said written notice shall be received by the City of Rockville a minimum of sixty (60) days prior to the end of the Initial Term. The Permit may be renewed for a period of five years beginning December 20, 2021, and successive five years thereafter, provided Permittee is current on all financial obligations to the City incurred during the Initial Term. If there have been three or more violations of the average monthly permit limitations in the Initial Term, prior to renewal, the City of Rockville may require Permittee to submit a plan acceptable to the City to address how to prevent reoccurrence of previous violations.

3.2. Sampling Location: Permittee shall take a representative sample of the flow being discharged into the City's system at sampling station in a location approved by the City. Samples will be triggered by individual flow events and also time based, thereby giving consistent sample information per discharge. Each party may inspect the sampling location or metering point at any reasonable time.

The City has installed a Trapezoidal Flume meter in the right of way at a single point of service exiting the Permittee's property. The Trapezoidal Flume shall be used for the purposes of determining compliance with the discharge limits under the permit. Permittee shall timely pay all amounts invoiced by the City based upon those readings. .

The City and Permittee shall share in real-time all electronic data, sampling data and results, calibration data and all meter readings necessary for usage in all sections of this permit. The City agrees to calibrate the flume meter on a six-month schedule as per MPCA guidelines.

During the times that Stickney Hill Dairy ships any or all process effluent waste to St. Cloud or another facility, Stickney may lock out the valve that discharges to the City of Rockville wastewater system.

3.3. Monthly Averages: For the purpose of determining compliance with the monthly limits specified in Section 2.0, an average of all daily loadings during any given calendar month will be used. The City shall set forth in a timely fashion calculations that Stickney Hill Dairy must follow to be in compliance with this permit.

3.4. Instrumentalities: In accordance with this permit and monitoring requirements required in Section 2.0, the Permittee shall calibrate the sampling system annually. The City shall calibrate the Trapezoidal Flume meter on a six-month schedule. A record of such calibrations shall include the calculated flow, an initial reading before adjustment and final reading after calibration. Records shall be kept by both parties a minimum of three years.

3.5. Compliance with City Sanitary Sewer Ordinances: The Permittee shall comply with the City of Cold Spring Code of Ordinances No. 247, Sanitary Sewer System, and Chapter 51 of the Rockville City Code and City of Rockville Ordinance No. 2003-08A, as the same may be amended from time to time.

3.6. Costs and Responsibilities Associated with this Agreement:

Permittee shall be responsible for the following costs incurred after the Effective Date:

- A. All costs associated with sampling and analysis, including shipping and handling.
- B. All costs and expenses relating to operation, maintenance, repair and replacement of Permittee's meters including the City's Trapezoidal flume meter.
- C. All costs for additional sampling required due to Permittee's violations.
- D. All enforcement costs, including engineering fees and reasonable attorney's fees, incurred by the City of Rockville or the City of Cold Spring due to Permittee's violations of this permit.

Upon request, the City shall provide detail and/or explanation of the costs to be paid by Permittee.

Permittee shall not be responsible for the City of Rockville's violation of the Sewage Treatment Capacity Agreement with the City of Cold Spring unless such violations are directly attributable to violations of Permittee's limits herein.

4.0. **General Conditions:**

4.1. Notifications: The Permittee, upon detection of any violations of the limits or monitoring requirements specified in Section 2.0, or accidental discharges under Section 4.7, shall notify the Cold Spring Wastewater Treatment Plant operator on duty at 320-685-4318 and the City of Rockville Public Works Department at 320-251-5836 on Monday through Friday between 8:00 a.m. and 4:00 p.m. or at 320-250-2601 at any other time. The Permittee shall re-sample for the violated parameter within five days after notice and continue to sample the violated parameter daily until in compliance. The Permittee shall continue to sample and test for all other parameters specified in Section 2.0 per the schedule required in Section 2.0. Detection shall include violations detected in all required monitoring *and* any

other self-monitoring performed by Permittee. It is the parties understanding the results from lab data provided by the Permittee is not available on average for 2-3 weeks after sampling.

4.2. Composite Samples: For the purpose of the monitoring requirements specified in Section 2.0, a composite sample shall consist of a series of discrete samples collected in proportion to the flow rate at the time of collection. All samples will be analyzed by a laboratory certified by the Minnesota Pollution Control Agency.

4.3. Hazardous Wastes: The Permittee shall also notify the Cold Spring Wastewater Treatment Plant and the City of Rockville Public Works Department in advance of discharge in writing of any discharge of a substance that would, if otherwise disposed of, be considered a hazardous waste. No discharge of any hazardous wastes may take place without the prior written approval of the Cold Spring Wastewater Treatment Plant. The City of Rockville shall not be obligated to accept discharges which contain pollutants which are likely to cause structural damage to the system (including the Cold Spring Wastewater Treatment Plant) or waste which is likely to cause disruption to the flow.

4.4. Monthly Written Report: The Permittee shall provide a report for the previous calendar month, no later than the 15th day of each month, which contains the following information:

- A. Daily discharge volume and monthly totals from the City's trapezoidal flume meter.
- B. Analysis results of 24-hour composite sample. The parties understand that customarily lab results from sample data is not available on average for 2-3 weeks from the final sample date.

4.5. Falsification: The Permittee shall not knowingly make a false statement, representation or certification in any record, report or plan required under this Permit.

4.6. Transferability: This Permit is non-transferable.

4.7. Accidental Discharge: The Permittee shall notify the City of Rockville and City of Cold Spring Wastewater Treatment Plant immediately of any slug or accidental discharge of a substance or wastewater, unusually high flow, CBOD, TSS, phosphorus, or ammonia expected to be in violation of this Permit. Such notification shall not relieve the Permittee of any liability for any expense, loss or damage to the municipal treatment system or treatment process of either the City of Rockville or the City of Cold Spring, or for any fine, action or other penalty imposed by the MPCA or the EPA for such discharge. A detailed written statement by the Permittee describing the causes of the accidental discharge and the measures taken to prevent any further occurrence shall be submitted to the City of Rockville and the City of Cold Spring within ten (10) days of the date of occurrence. The City of Rockville shall notify the Permittee promptly upon learning of a violation of the City of Cold Spring's NPDES Permit.

4.8. Sampling and Monitoring Devices: If there are changes in Permittee's processes or discharges, the City may require additional sampling and monitoring devices. Each party shall inform the other party as soon as it becomes known to them of the need for additional equipment and the expected costs. The parties shall meet to discuss the equipment and costs.

4.9. Inspection: The Permittee shall allow the City of Cold Spring and the City of Rockville personnel to enter upon the Permittee's premise, with accompaniment to inspect the monitoring point, collect samples, and determine compliance with this Permit.

4.10. Revocation and Suspension: Revocation and Suspension: The City of Rockville may revoke this Permit if Permittee fails to comply with the average monthly discharge limits of this Permit more than three times within a rolling twelve-month period or upon Permittee's excessive discharge which violates

State or Federal Regulations or otherwise causes a violation of the City of Rockville's agreement with the City of Cold Spring. The City of Rockville may temporarily suspend this Permit and Permittee's discharge into the City's system upon 5 hours' notice, or as soon as possible to allow actions by Stickney Hill Dairy to recover valuable materials in process, to Permittee in the event of an emergency, or where such suspension is required by the MPCA, the EPA, or other applicable State and Federal regulations. For purposes of this Permit, "emergency" shall mean discharges that may cause damage to the municipal wastewater system or other significant adverse conditions. The City of Rockville may temporarily suspend this Permit upon nonpayment of any fees, charges or penalties owed by Permittee to the City of Rockville hereunder until such nonpayment is remedied.

4.11. Penalty:

A. In the event of a Permittee's noncompliance, Permittee shall be subject to penalty in accordance with Rockville Ordinance No. 2003-08A, and City of Cold Spring Code Section 247, as they may be amended from time to time. This shall include the City of Rockville's reasonable attorney's fees and engineering costs incurred due to such violation.

B. Loading and flows in excess of the permitted limit shall also be billed as provided for in the City of Rockville's fee schedule, as amended from time to time.

4.12. Wastewater Changes: Any significant change in volume or characteristics of industrial wastewater introduced in the municipal system shall be immediately reported to the Manager of the Cold Spring Wastewater Treatment Plant and the Rockville Public Works Director.

4.13. Sewer Rates and Charges:

A. Permittee shall pay invoices by the last business day of the month received and payment shall pay all charges for its wastewater discharges in accordance with the City of Rockville fee schedule, as amended from time to time. Failure to promptly pay invoices shall be a violation of this Permit. It is understood by the parties that lab test results are available on average 2-3 weeks following submittals to said lab and shall be taken into account.

B. Billing will be on a Bi-Monthly basis and based on the average monthly permitted values. The City shall set forth in detail the basic facts, figures, calculations, data of all nature and kind which provides a basis for the "miscellaneous" portion of the Permittee's monthly bill. The City shall provide a detailed basis for any additional charges for which they request or demand Stickney Hill Dairy to pay.

4.14. Modifications: Upon thirty (30) day's advance written notice, the City of Rockville may modify the pretreatment or monitoring terms or conditions of this Permit during the term hereof if such modifications are based upon modification of the City's wastewater treatment limitations or other just cause. The City of Rockville will reserve Permittee's effluent capacity during the term of this Permit.

4.15. Dispute Resolution: Upon receipt of written notice from either party of a dispute under this Permit, the parties agree to schedule to meet within 30 days or such other times as the parties may agree to a meeting and negotiate in good faith to try to resolve any and all disputes. The parties shall promptly provide any documentation available to the party regarding the dispute following written request for negotiation. If the parties are unable to resolve the dispute by negotiation, the parties will then attempt to mediate. The parties shall jointly agree upon a suitable mediator and shall equally bear the costs of the mediation. Dispute resolution shall not be a condition precedent to temporary suspension of the Permit in accordance with Section 4.10. The City shall promptly refund Permittee any fees paid under this Permit if it is determined in this process that Stickney has been overcharged.