

WEST JEFFERSON COUNTY METROPOLITAN DISTRICT

BY-LAWS & WATER, WASTEWATER & PRETREATMENT REGULATIONS

(Appendix C Revised Annually)

**30920 Stagecoach Boulevard
P.O. Box 112
Evergreen, Colorado 80437
(303) 674-4112**

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SECTION I

Policy, Purposes and General Provisions

Section 1.1. Declaration of Policy

The West Jefferson County Metropolitan District is a political subdivision and quasi-municipal corporation of the State of Colorado organized and operating pursuant to Article 1 of Title 32, C.R.S., possessing all of the powers of a metropolitan district under the Act (except for fire and park and recreation powers), whether specifically granted, reasonably implied, or necessary or incidental to those powers specifically granted for carrying out the objectives and purposes of the District. The authority of the District to adopt by-laws, rates and regulations is expressly conferred by the Act. The Board of Directors of the District expressly finds and determines that the adoption of the following by-laws, rates and regulations is necessary for the health, safety, prosperity, security, and general welfare of the inhabitants of the District and will ensure an orderly and uniform administration of the District affairs.

Section 1.2. Purpose of Water System

It is hereby declared that the public water system of the District is primarily designed for supplying water for domestic, commercial, manufacturing and other non-residential uses and other public and private purposes by any available means. The use of water for irrigation and fire protection is considered secondary to such primary uses, but all such uses are nonetheless considered beneficial uses.

Section 1.3. Purpose of Wastewater System.

It is hereby declared that the public wastewater system of the District is primarily designed for the disposal of domestic wastes and not for disposing of manufacturing or industrial wastes, except as specifically authorized under these Regulations. It is further declared that the public wastewater system of the District was not designed, nor intended for uses other than for such purposes. The public wastewater system was not intended to provide, nor is it able to provide, for receiving flood water, surface drainage or the discharge of water from underground or surface sources, except when contaminated by domestic and manufacturing uses as provided herein.

Section 1.4. Rules of Interpretation and Miscellaneous Provisions

1.4.1. Interpretation

It is intended that these Regulations shall be liberally construed to effect the general purposes set forth herein. Nothing herein contained shall be construed or deemed to constitute an alteration, waiver, limitation or abridgment of any grant of any power,

authority, or right conferred upon the District or the Board by the Act or any other law or under any contract or agreement existing between the District and any other Person. Nothing herein contained shall be construed so as to prejudice or affect the right of the District to secure the full benefit and protection of any law which is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the objects and affairs of the District. Any ambiguity, conflict, omission or question of interpretation of these Regulations shall be determined by the Board in its sole discretion, and its determination shall be final and conclusive. The Board's interpretation of the Regulations shall not be deemed to be a new enactment, amendment or change of any Regulation for any purpose.

1.4.2. Usage and Titles

All words and phrases shall be construed and defined according to the common and generally accepted meaning thereof, but technical words and phrases and such others as may have acquired a particular and appropriate meaning in the law or industry shall be construed and defined according to such particular and appropriate meaning. The title of any section in these Regulations shall not be deemed in any way to restrict, qualify, or limit the effect of the provisions set forth in the section.

1.4.3. Severability

If any section, subsection, sentence, clause or phrase of these Regulations is judicially determined to be invalid or unenforceable, such judgment shall not effect, impair or invalidate the remaining provisions of these Regulations, the intention being that the various sections and provisions hereof are severable.

1.4.4. Amendment

These Regulations may be altered, amended or supplemented at any regular or special meeting of the Board, and such alterations, additions or amendments shall be binding and of full force and effect as of the date of their adoption by the Board, unless otherwise provided.

1.4.5. Prior Offenses

Nothing in these Regulations shall effect any offense or act committed or done, or any obligation, penalty or forfeiture incurred by any Person or modify any contract or right established or occurring before the effective date of these Regulations; provided, however, that these Regulations are in large part a recodification of pre-existing regulations, which shall continue to be applicable to any act, penalty or contract occurring prior to the effective date of these Regulations, except as may otherwise be specified therein.

1.4.6. No Damage for Enforcement or Failure to Enforce

Nothing in these Regulations shall create any liability or right to damages against the District, its directors, officers, employees or agents, because of any enforcement of or failure to enforce any provision of these Regulations.

1.4.7. Claims Against District

In the event any Person claims to have suffered an injury or damage of any kind by the District, its directors, officers, employees or agents, such Person shall, within 180 days after the date of the incident or the discovery of such injury, whichever event occurs first, advise the District by written notice of any intent to make a claim. In the notice such Person shall accurately describe (i) the day, time, location and circumstances of the event complained of; (ii) the name and address of the Person entitled to relief; (iii) the name of any public employee involved; (iv) a concise statement of the nature and extent of the injury claimed to have been suffered; and (v) the amount of monetary damages suffered and relief requested. Unless such notice is received within the maximum 180-day period, no claim for any injury will be recognized by the District, and any such claim shall be deemed to be waived by such Person entitled to assert the same and shall thereafter be barred. The provisions of the Colorado Governmental Immunity Act, 24-10-1 et seq., C.R.S., shall control any claim or proceeding initiated against the District regardless of any conflicting provision in these Regulations.

1.4.8. Availability of Service

Water and wastewater service shall be available only in accordance with the terms, conditions and limitations of these Regulations and on the basis of the charges established herein, subject to (i) all penalties and charges for any violation, (ii) all applicable laws, and (iii) the availability of facilities and capacity as determined by the District from time to time. All Improvements on any Parcel of Land to which water or wastewater service is furnished shall be included within the boundaries of the District or a Contracting District.

1.4.9. Control and Operation of Facilities

All Facilities of the District shall be under the management of the Manager and the control of the Board. No Person shall have any right to enter upon, inspect, operate, interfere with, adjust, change, alter, move, or relocate any portion of the Facilities without the District's prior written consent.

1.4.10. Liability for Inspections

All inspections, observations, testing and reviews performed by the District, whether of private premises to ensure compliance with these Regulations or of the District's

Facilities, are performed for the sole and exclusive benefit of the District. No liability shall attach to the District by reason of having performed any negligent or insufficient inspection, observation, test or review, or because of its failure to make an inspection, unless involving the Facilities, or by reason of any denial or issuance of any approval or permit for any work subject to the authority or jurisdiction of the District.

1.4.11. Ownership

The District may exercise all rights and responsibilities attendant to the full ownership of the Facilities and in the future shall accept ownership responsibilities only for such additional Facilities that are conveyed to and accepted by the District.

1.4.12. Waivers

Unless otherwise provided herein, only the Board may, in its discretion, approve a waiver of the Regulations for sufficient cause. No waiver of any Regulation approved by the Board shall be deemed to alter, amend or modify such Regulation for any purpose.

1.4.13. Effective Date

These Regulations shall become effective as of April 21, 2011.

SECTION 2

Definitions

Section 2.1. General

Unless the context specifically indicates otherwise, the meaning of the various capitalized words, phrases, and terms in these Regulations shall be as defined in this Section 2. Any reference to a particular section shall be to that section in these Regulations, unless the context specifically indicates otherwise.

Section 2.2. Definitions

2.2.1. Act

“Act” means Article 1 of Title 32, C.R.S.

2.2.2. Applicant

“Applicant” or “Petitioner” means any Person who applies to the District for approval of a water or wastewater service connection or disconnection, water or wastewater Main extension, or permission to use any Facility or receive any service provided by the District, or who petitions to have real property included within or excluded from the District as the case may be.

2.2.3. Board

“Board” or “Board of Directors” means the Board of Directors of the West Jefferson County Metropolitan District.

2.2.4. By-Laws

“By-Laws” means the by-laws set forth in Section 3.

2.2.5. Compliance Schedule

“Compliance Schedule” shall mean a written document approved by the District detailing the conditions, degree, timeframe, and other terms regarding actions to be completed to achieve compliance with these Regulations.

2.2.6. Consecutive System

“Consecutive System” means a water distribution or wastewater collection system owned and operated by a Contracting District that does not meet the District’s operational and maintenance standards. Such Contracting District is responsible for meeting all CDPHE requirements for water quality testing and reporting under such Contracting District’s own PWSID number. Consecutive Systems must be isolated from the Integrated System.

2.2.7. Corner Lot

“Corner Lot” means a Parcel of Land adjacent to two or more public buildings or streets.

2.2.8. Contracting District

“Contracting District” means a special district that receives wastewater services from the District in accordance with the provisions of an intergovernmental service contract entered into between the Contracting District and the District.

2.2.9. Curb Stop

“Curb Stop” means the valve owned and used by the District to isolate and terminate water service to a Licensed Premises, which is usually located at or near where the Licensed Premises intersects with a Right-of-Way.

2.2.10. Customer

“Customer” means any Person who (i) is authorized or permitted to obtain water or wastewater service from the District, (ii) is responsible for paying water or wastewater service charges, surcharges, fees and penalties, and (iii) is responsible for complying with the Regulations. The Customer includes both the owner and occupant of any Licensed Premises.

2.2.11. District

“District” means the West Jefferson County Metropolitan District .

2.2.12. District Engineer

“District Engineer” means a registered professional engineer licensed in the State of Colorado who has been appointed to act in such capacity by the Board. The District Engineer shall have no authority to commit the District to any policy or course of action without express approval of the Board.

2.2.13. Dwelling Unit

“Dwelling Unit” means one or more habitable rooms arranged, occupied, or intended or designed to be occupied by not more than one family with facilities for living, sleeping and eating.

2.2.14. Facilities

“Facilities” means the Public Water or Wastewater Systems and all property, Mains, improvements, Treatment Facilities, equipment and appurtenances that are part of such systems.

2.2.15. Family

“Family” means any number of individuals living together as a single housekeeping unit.

2.2.16. Fixture Unit

“Fixture Unit” is a design factor assigned so that the load producing values of a plumbing system can be determined. The table as set forth in the CDPHE plumbing regulations shall be utilized in determining such values.

2.2.17. Grease Interceptor

“Grease Interceptor” means a tank or series of tanks (having a minimum waterline capacity of 750 gallons, unless otherwise approved by the District) and piping designed to remove oil, grease, debris and other products, or any other hazardous and deleterious waste from a non-residential discharge, allowing normal wastewater to flow without interruption to the Public Wastewater System.

2.2.18. Improvement.

Any permanent or temporary building, structure, facility, improvement or betterment upon, or for any use or occupancy of any property to which water or wastewater service is or may be furnished, including without limitation use for any domestic, commercial, industrial, construction, irrigation or fire protection purpose, whether public or private.

2.2.19. Inspection

“Inspection” means a physical assessment of any connection, excavation, installation or repair to the Public Water or Wastewater Systems and Facilities of the District or a physical assessment of a commercial property, records or installation of pretreatment equipment by the District.

2.2.20. Inspector

“Inspector” means that Person under the direction of the Manager who inspects water and wastewater connections, excavations, installations or repairs to the Public Water and Wastewater Systems and Facilities to ensure compliance with the Regulations. In no event shall the Inspector have the authority to make any decision involving policy or to commit the District to any policy without the express approval of the Board.

2.2.21. Integrated System

“Integrated System” means the Public Water or Wastewater System and any Contracting District’s wastewater system that meets the District’s operational and maintenance standards and that is treated as part of the Wastewater System for testing and reporting to the CDPHE under the District’s PWSID.

2.2.22. Interior Lot

“Interior Lot” means a Parcel of Land adjacent to not more than one public street.

2.2.23. License

“License” means a written permit or license issued by the District in accordance with the Regulations.

2.2.24. Licensed Contractor

“Licensed Contractor” means a Person performing services physically affecting the Facilities, including without limitation the Public Water or Wastewater Systems or a water or wastewater service line, and having a license to do so issued by the District.

2.2.25. Licensed Premises

“Licensed Premises” means all of the contiguous land area and Improvements to which water or wastewater service is furnished under an approved License for service. The owner of the Licensed Premises is the person who holds legal title to the subject property.

2.2.26. Main

“Main” means those pipes and appurtenant facilities used for collecting wastewater or distributing water directly to various Licensed Premises and which are owned, operated, maintained and repaired by the District.

2.2.27. Manager

“Manager” shall mean that Person who is appointed as the chief management official of the District and is supervised by the Board.

2.2.28. Monitoring

“Monitoring” means assessing, inspecting, sampling, and reviewing records and results of analyses and recordkeeping for the purpose of compliance.

2.2.29. Multi-Unit Dwelling

“Multi-Unit Dwelling” means a building arranged, intended or designed for occupancy, or which is occupied, by more than one family living independently of each other in separate Dwelling Units.

2.2.30. Multiple Ownership

“Multiple Ownership” means the ownership of real property in any form other than One Ownership.

2.2.31. Non-residential

“Non-residential” means any use by or any discharge or account of any Customer other than a residential Customer.

2.2.32. Notice of Violation

“Notice of Violation” or “NOV” means a written or verbal notification to a Customer requiring action to rectify a non-compliant condition.

2.2.33. One Ownership

“One Ownership” means a single fee simple estate in a Parcel of Land and the Improvements thereon, whether held individually or jointly; provided however, that title to both the Improvements and all real property associated therewith is held in the same manner.

2.2.34. Parcel of Land

“Parcel of Land” means the legal description of real property in recorded title to the property, together with the boundaries thereof used for general identification of the property.

2.2.35. Penalty

“Penalty” means a charge associated with a violation of these Regulations or any License.

2.2.36. Person

“Person” shall refer either to the singular or plural and shall include an individual, company, partnership, corporation or other entity of any nature, whether public or private.

2.2.37. Pretreatment

“Pretreatment” means actions and/or installed equipment designed to remove pollutants that are or could be harmful to District personnel, the environment or the Public Wastewater System.

2.2.38. Pretreatment Permit

“Pretreatment Permit” means a License issued by the District that details requirements of a Non-residential discharge. A Pretreatment Permit is required when pretreatment equipment is installed or the nature or volume of the discharge requires special handling or treatment.

2.2.39. Public Authority Service

“Public Authority Service” means the furnishing of water or wastewater for the exclusive use of any governmental entity.

2.2.40. Public Wastewater System

“Public Wastewater System” means any and all wastewater lines, appurtenances, Facilities and equipment owned and maintained by the District for wastewater collection and treatment.

2.2.41. Public Water System

“Public Water System” means any and all water lines, appurtenances, Facilities and equipment owned and maintained by the District for water treatment and distribution.

2.2.42. Residential Service

“Residential Service” is the furnishing of water or wastewater for residential purposes.

2.2.43. Regulations

“Regulations” means any or all rules, regulations, by-laws, rates, requirements or other provisions set forth in these Regulations, as amended from time to time by the Board.

2.2.44. Right-of-Way

“Right-of-Way” means a dedicated street, road or alley, or an easement in which the Public Water or Wastewater System may be installed, or in which it is intended to be installed, unless otherwise approved by the District.

2.2.45. Sampling

“Sampling” means obtaining a fraction of a discharge, either by manual or automatic means, in order to analyze and evaluate for compliance purposes.

2.2.46. Separate Building

“Separate Building” means a structure enclosed under a single roof system and under One Ownership, which cannot be physically divided into Multiple Ownership, and having a system of water or wastewater pipes, fittings and fixtures.

2.2.47. Shall

Whenever "shall" or “will” is used herein, it shall be construed as mandatory; "should" indicates the recommendation of the District; and "may" denotes that it is permissible.

2.2.48. Single Family Dwelling

“Single Family Dwelling” means a separate building arranged, intended or designed to be occupied, or which is occupied, by not more than one family and having not more than one kitchen.

2.2.49. State

“State” means the State of Colorado.

2.2.50. Stub-in

“Stub-in” means a lateral connection to a water or wastewater Main made for the purpose of subsequently installing service lines prior to the paving of streets, or the portion of a temporary service connection extending from the Public Water or Wastewater System to the street right-of-way line and installed prior to completion of the service line.

Connection to the Main shall include fittings necessary to extend the service line to the Improvements on the Licensed Premises.

2.2.51. Surcharge

“Surcharge” means a charge associated with a non-compliant condition of a Customer account applied to the monthly wastewater service charge.

2.2.52. System Development Fee

“System Development Fee” means the fee paid to the District in order for a Licensed Premises to tap the Public Water or Wastewater Systems.

2.2.53. Tap

“Tap” means the physical connection to a water or wastewater Main that enables water or wastewater service to be provided to the Licensed Premises.

2.2.54. Treatment Facility

“Treatment Facility” means biological, physical and/or chemical processes conducted in tanks, vessels, and other reactors with the sole purpose of treating or processing water or wastewater to an acceptable degree as determined by the CDPHE.

2.2.55. Wastewater

“Wastewater” means domestic and non-domestic sewage discharged to the Public Wastewater System for treatment.

2.2.56. Wastewater Service Line

“Wastewater Service Line” means that part of a wastewater line for any Licensed Premises connecting at the Tap to the Main. A Wastewater Service Line is not the property of the District. The District shall have no liability for the operation, maintenance or repair of the Wastewater Service Line.

2.2.57. Water Conservation Plan

“Water Conservation Plan” means the plan to conserve and allocate water supplies of the District as adopted by the Board.

2.2.58. Water Service Line

“Water Service Line” means that part of any water line for any Licensed Premises connecting to the Public Water System commencing at the Curb Stop. A Water Service Line is not the property of the District. The District shall have no liability for the operation, maintenance or repair of the Water Service Line.

Section 2.3 Abbreviations and Acronyms

2.3.1. BOD

“BOD” means biochemical oxygen demand.

2.3.2. CDPHE

“CDPHE” means Colorado Department of Public Health and Environment.

2.3.3. CFR

“CFR” means Code of Federal Regulations.

2.3.4. COD

“COD” means chemical oxygen demand.

2.3.5. C.R.S

“C.R.S.” means Colorado Revised Statutes, as amended.

2.3.6. EPA

“EPA” means the U.S. Environmental Protection Agency.

2.3.7. Mg/L

“Mg/L” means milligrams per liter.

2.3.8. NOV

“NOV” means Notice of Violation.

2.3.9. NPDES

“NPDES” means National Pollutant Discharge Elimination System.

2.3.10. PPM

“PPM” means parts per million.

2.3.11. PWSID

“PWSID” means public water system identification number (water plant).

2.3.12. SDF

“SDF” means the System Development Fee paid to the District.

2.3.13. TSS

“TSS” means total suspended solids.

2.3.14. Ug/L

“Ug/L” means micrograms per liter.

2.3.15. TE

“TE” means tap equivalent.

2.3.16. TPH

“TPH” means total petroleum hydrocarbons.

2.3.17. VOC

“VOC” means volatile organic compounds.

2.3.18. UPC

"UPC" means the current version of the Uniform Plumbing Code.

SECTION 3

By-Laws

Section 3.1. Policies of the Board

It shall be the policy of the Board consistent with the availability of revenues, personnel and equipment, to furnish water and wastewater services throughout the District and to each Contracting District in accordance with the provisions of these Regulations and any intergovernmental agreement.

Section 3.2. Board of Directors

All powers, privileges and duties vested in, or imposed upon, the District by law shall be exercised and performed by and through the Board, whether set forth specifically or implicitly in these Regulations. The Board may delegate to its officers, the Manager and other employees of the District any or all managerial, ministerial or enforcement powers.

Without restricting the general powers conferred by these Regulations, it is hereby expressly declared that the Board shall have the following powers and duties:

- A. To confer upon any appointed officer of the District the power to choose, remove or suspend employees or agents upon such terms and conditions as may seem fair and just and in the best interests of District.
- B. To determine and designate, except as otherwise provided by law or these By-Laws, who shall be authorized to make purchases, negotiate leases for office space, and sign receipts, endorsements, checks, releases and other documents.
- C. To create standing or special committees and to delegate such power and authority thereto as the Board deems necessary and proper for the performance of such committee's functions and obligations.
- D. To prepare financial reports, other than the statutory audit, covering each year's fiscal activities, which reports shall be submitted to the Board.

Section 3.3. Office

3.3.1. Business Office

The principal business office of District shall be at 30920 Stagecoach Blvd., Post Office Box 3819, Evergreen, Colorado 80437-3819, unless otherwise designated by the Board.

3.3.2. Establishing Other Offices and Relocation

The Board by resolution may, from time to time, designate, locate and relocate its business office and such other offices as, in its judgment, are necessary to conduct the business of the District.

Section 3.4. Meetings

3.4.1. Regular Meetings

Regular meetings of the Board shall be held monthly at such time as the Board may from time to time determine at the business office board room as posted in accordance with statutory requirements. Unless otherwise posted, such meetings will be held at 4:30 p.m. on the third Thursday of each month.

3.4.2. Public Meeting

All meetings of the Board, other than executive sessions, shall be open to the public.

3.4.3. Notice of Meetings

Section 3.4.1 shall constitute formal notice of regular meetings to Board members, and no other notice shall be required to be given to Board members. Written waivers of notice by Board members are not necessary. Meetings shall be posted in accordance with statutory requirements.

3.4.4. Special Meetings

Special meetings of the Board may be called with 72 hours written notice at such time and place as the Board may determine, which notice shall be posted in three places within the District and at the County Clerk and Recorder's Office.

3.4.5. No Informal Action by Directors

All official business of the Board shall be conducted at regular or special meetings. Any matters concerning personnel, litigation, real estate and other confidential issues will be addressed in executive sessions of the Board convened in accordance with statutory requirements.

3.4.6. Continuance of Meetings

When a regular or special meeting is for any reason continued to another time and place, notice need not be given of the continued meeting, except as required by law. At the continued meeting, any business may be transacted which might have been transacted at the original meeting.

Section 3.5. Conduct of Business

3.5.1. Quorum

All official business of the Board shall be transacted at a regular or special meeting at which a quorum of the Directors shall be present in person or telephonically, except as provided in Section 3.5.2.

3.5.2. Vote Requirements

Any legislative action of the Board shall require the affirmative vote of a majority of the Directors present in person or telephonically and voting during a regular or special meeting. When special or emergency circumstances affecting the affairs of District and the health and safety of its Customers so dictate, then those Directors available at the time may undertake whatever action is considered necessary and may so instruct the District's employees, which action shall later be ratified by the Board.

3.5.3. Order of Business

The business of all regular meetings of the Board shall be transacted, as far as practicable, in the following order:

- A. Hearings;
- B. Approval of the minutes of the previous meeting;
- C. Approval of bills and appropriations;
- D. Reports of officers, committees and professional consultants;
- E. Unfinished business;
- F. New business and special orders;

- G. Executive Sessions; and
- H. Adjournment.

3.5.4. Motions and Resolutions

Each and every action of the Board necessary for the governing and management of the affairs of District, for the execution of the powers vested in the Board, and for carrying into effect the provisions of the Act shall be taken by the passage of motions or resolutions.

3.5.5. Minute Book

Within a reasonable time after passage, all resolutions, motions and minutes of Board meetings shall be recorded in a book kept for that purpose and shall be attested by the Secretary. Executive session minutes shall be retained in a separate, confidential book open only to the Board, Manager and the District's attorney.

Section 3.6. Directors, Officers and Personnel

3.6.1. Director Qualifications and Terms

Directors shall be electors of the District. The term of each Director shall be four years or as otherwise specified by State law with elections held in even numbered years and conducted in the manner prescribed by the Act and Articles 1 through 13 of Title 1, C.R.S. Each Director shall sign an oath of office and, at the expense of District, furnish a faithful performance bond in a sum of no less than \$1,000.

3.6.2. Director's Performance of Duties

A Director shall perform all duties as a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith and in a manner in which the Director reasonably believes to be in the best interest of the District. In performing such duties, the Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by Persons and groups listed in subparagraphs A, B and C of this subsection 3.6.2, but the Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. Any Director who so performs such duties shall not have any liability by reason of being or having been a Director of the District. Those Persons and groups upon whose information, opinions, reports, and statements a Director is entitled to rely are:

- A. Officers or employees of the District whom the Director believes to be reliable and competent in the matters presented;
- B. Attorneys, public accountants, engineers, or other consultants as to matters which the Director believes to be within such Persons' professional or expert competence; and
- C. A committee of the Board upon which the Director does not serve, duly designated in accordance with the provisions of the By-Laws, as to matters within its designated authority, which committee the Director believes to merit confidence.

3.6.3. Oath of Office

Each member of the Board, before assuming the responsibilities of his office, shall take and subscribe an oath of office in the following form, to-wit:

OATH OF OFFICE

I, _____, will faithfully support the Constitution of the United States and the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of West Jefferson County Metropolitan District, upon which I am about to enter.

Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Person authorized to administer oaths (County Clerk and Recorder, Clerk of the Court, Notary Public, any other Persons authorized to administer oaths or Chairman of the Board of Directors.)

3.6.4. Election of Officers

The Board shall elect from its membership a President, a Secretary and a Treasurer, who shall be the officers of the Board and of the District. The officers shall be elected by a majority of the Directors voting at the election. The election of the officers shall be conducted biennially at the first regular meeting of the Board following the regular biennial election of the Directors held in May of even numbered years. Each officer so

elected shall serve for a term of two years, which term shall expire upon the election of his or her successor or upon his or her reelection to that office.

3.6.5. Vacancies

Any vacancy occurring on the Board shall be filled by an affirmative vote of a majority of the remaining Directors as prescribed by the Act. The appointed elector must meet the qualifications for Directors prescribed by the Act and shall serve until the next regular election.

3.6.6. Resignation and Removal

Directors may be removed from office only by recall provisions prescribed by statute. Any Director may resign at any time by giving written notice to the Board, and acceptance of such resignation shall not be necessary to make it effective, unless the notice so provides.

3.6.7. President and Chairman

The President shall be the Chairman of the Board and preside at all meetings. The President shall also be the chief executive officer of the District. Except as otherwise authorized, the President shall sign all contracts, deeds, notes, debentures, warrants and other instruments on behalf of District.

3.6.8. Secretary

The Secretary shall be responsible for the records of the District; may act as secretary at meetings of the Board and record all votes; shall be responsible for composing a record of the proceedings of the Board in a minute book kept for that purpose, which shall be an official record of the Board; and shall perform all duties incident to that office. The Secretary shall be custodian of the seal of District which shall be kept at the District office, and shall have the power to affix such seal to and attest all contracts and instruments authorized to be executed by the District.

3.6.9. Treasurer

The Treasurer shall be chairman of the Budget Committee. The Treasurer shall keep or cause to be kept accurate accounts of all money received by and disbursed for and on behalf of District in permanent records. The Treasurer shall file with the Clerk of the Court, at the expense of District, a corporate fidelity bond in an amount determined by the Board of not less than \$5,000, conditioned on the faithful performance of the duties of the Treasurer's office.

3.6.10. Recording Secretary

The Board shall have the authority to appoint a recording secretary, who need not be a member of the Board and who shall be responsible for recording all votes and composing a record of the proceedings of the Board in a minute book kept for that purpose, which shall be the official record of the Board. The recording secretary shall not be required to take an oath of office, nor shall the recording secretary be required to post a performance bond.

3.6.11. Additional Duties

The officers of the Board shall perform such other duties and functions as may from time to time be required by the Board, the By-Laws, the Regulations, or by special exigencies, which shall later be ratified by the Board.

3.6.12. Manager

The Board may appoint a Manager to serve for such term and upon such conditions, including salary, as the Board may establish. The Manager shall manage all operations, employees and business affairs of the District and shall be charged with the hiring and discharging of employees and the management of the Facilities. The Manager shall have the care and custody of all funds of the District and shall deposit the same in the name of the District in such banks or other institutions as the Board may direct. The Manager shall approve all vouchers, orders and checks for payment. The Manager shall keep regular books of account of all District transactions and shall obtain, at the District's expense, such bond for the faithful performance of duties as the Board may designate. The Manager shall manage the business affairs of the District and shall be charged with the responsibility for the operation of the Public Water and Wastewater Systems and the enforcement of these Rules and Regulations. The Manager may delegate any management, ministerial or enforcement responsibility hereunder, unless otherwise expressly provided by the Board.

3.6.13. Personnel Selection and Tenure

The selection of engineers, accountants and attorneys of the District shall be made by the Board. The selection of all employees, agents and consultants will be based upon the relative qualifications and capabilities of the applicants and shall not be based on nepotism or political services or affiliations. Before any person who is related by blood or marriage to another District employee is selected for permanent employment, such employment shall be approved by the Board. All agents, consultants and employees shall be employed at the will of the Board. Contracts for professional services of engineers,

accountants, consultants and attorneys may be entered into on such terms and conditions as may seem reasonable and proper to the Board.

Section 3.7. Financial Administration

3.7.1. Fiscal Year

The fiscal year of the District shall commence on January 1 of each year and end on December 31.

3.7.2. Budget Committee

There shall be a permanent committee, known as the Budget Committee, composed of the Treasurer, a member of the Board appointed by the President, the Manager and the Financial Manager, which shall be responsible for preparation of the annual budget of the District, the conduct of the annual audit, and such other matters as may be assigned to it by the President or the Board.

3.7.3. Budget

On or before October 15th of each year, the Budget Committee shall prepare and submit to the Board a proposed budget for the ensuing fiscal year. Such proposed budget shall be accompanied by a statement that shall describe the important features of the budget plan and by a general summary wherein shall be set forth the aggregate figures of the budget in such manner as to show the balanced relations between the total proposed expenditures and the total anticipated income or other means of financing the proposed budget for the ensuing fiscal year, as contrasted with the corresponding figures for the last completed fiscal year and the current fiscal year. The budget shall be supported by explanatory schedules or statements classifying the expenditures contained therein by services, subjects and funds. The anticipated income of the District shall be classified according to the nature of receipts.

3.7.4. Notice of Budget

Upon receipt of such proposed budget, the Board shall cause to be published a notice that the proposed budget is open for inspection by the public at the business office; that the Board will consider the adoption of the proposed budget on a certain date; and that any interested elector may inspect the proposed budget and file or register any objections thereto at any time prior to its final adoption. Notice shall be posted or published in compliance with statutory requirements.

3.7.5. Adoption of Budget

On the day set for consideration of such proposed budget, the Board shall review the proposed budget and revise, alter, increase or decrease the items as it deems necessary in view of the needs and the probable income of the District. On or before December 31st of each year, except as otherwise provided in Section 3.7.6, the Board shall adopt a budget setting forth the expenditures to be made in the ensuing fiscal year. The Board shall provide for sufficient revenues to finance budget expenditures with special consideration given to any proposed ad valorem tax levy.

3.7.6. Levy and Collection of Taxes

The West Jefferson County Metro District levies no taxes; however should the District pass a mill levy vote in the future the District Board would on or before December 15th of each year certify to the Board of County Commissioners any mill levy established for the ensuing fiscal year, in order that, at the time and in the manner required by law for the levying of taxes, such Commissioners may levy such tax upon the assessed valuation of all taxable property within the District.

3.7.7. Filing of Budget

On or before January 30th of each year, the Board shall cause a certified copy of such budget to be filed with the Division of Local Government in the State Department of Local Affairs.

3.7.8. Appropriating Resolution

- A. At the time of adoption of the budget, the Board shall enact a resolution making appropriations for the ensuing fiscal year. The amounts appropriated thereunder shall not exceed the amounts fixed therefor in the budget as adopted.
- B. The income of the District as estimated in the budget and as provided for in the total revenue and borrowing resolutions shall be allocated in the amounts and according to the funds specified in the budget for the purpose of meeting the expenditures authorized by the appropriation resolution. Upon the receipt of such income, the Manager may authorize expenditures for work, materials, equipment and labor or services in accordance with standard procurement practices, subject to (i) the limitations set forth in all line categories of the budget and (ii) the Board's review.
- C. The Board may make an appropriation to and for a contingent fund to be used in cases of emergency or other unforeseen contingencies.

3.7.9. No Contract to Exceed Appropriation

The Board shall have no authority to enter into any contract, or otherwise bind or obligate the District to any liability for payment of money for any purpose for which provision is not made in an appropriation resolution, including any legally authorized amendment thereto, in excess of the amounts of such appropriation for that fiscal year. Any contract, verbal or written, contrary to the terms hereof shall be void ab initio, and no District funds shall be expended in payment of such contracts, except as provided in the following subsection. Any expenditure in excess of \$1000, except for ordinary recurring operational or administrative expenses and emergencies, shall first be approved by the Board.

3.7.10. Contingencies

- A. In cases of an emergency caused by a natural disaster, public enemy, or some contingency which could not reasonably have been foreseen at the time of the adoption of the budget, the Board may authorize the expenditure of funds in excess of the budget by resolution duly adopted by a two-thirds vote of the entire membership of the Board. Such resolution shall set forth in full the facts concerning the emergency and shall be included in the minutes of that meeting.
- B. If so enacted, a copy of the resolution authorizing additional expenditures shall be filed with the Division of Local Government in the State Department of Local Affairs and shall be published in compliance with statutory requirements.

3.7.11. Payment of Contingencies

- A. If there is unexpended or uncommitted money in funds other than those to which the emergency relates, the Board shall transfer such available money to the fund from which the emergency expenditure is to be paid.

3.7.12. Annual Audit

- A. The Board shall cause an annual audit to be made at the end of the fiscal year of all financial affairs of District through December 31st of such fiscal year. In all events, the audit report shall be submitted to the Board within six months of the close of such fiscal year. Such audit shall be conducted in accordance with generally accepted auditing standards by a registered or certified public accountant, who has not maintained the books, records and accounts of District during that fiscal year. The auditor shall prepare and certify as to its accuracy an audit report, including a financial statement and balance sheet based on such audit, an unqualified opinion or qualified opinion with explanations, and a full

disclosure of violations of State law pursuant to statutory requirements. The audit shall be reviewed by the Budget Committee before submittal to the Board.

- B. A copy of the audit report shall be maintained by District as a public record for public inspection at all reasonable times.
- C. A copy of the audit report shall be forwarded to the State Auditor or other relevant State official pursuant to statutory requirements.

Section 3.8. Corporate Seal

The seal of District shall be a circle containing the name of the District and shall be used on all documents and in such manner as seals generally are used by public entities. The Secretary shall keep custody and safekeeping of the seal at the District's business office.

Section 3.9. Disclosure of Conflict of Interest

A Director or public employee (as defined by law) shall disclose any potential conflict of interest in accordance with State law, particularly Article 18 of Title 24, C.R.S., and Sections 32-1-902(3) and 18-8-308, C.R.S.

Section 3.10. Compensation

Each Director may receive compensation and reimbursements of expenses as prescribed by the Act. No Director shall receive compensation as an employee of the District, except as may be provided by statute.

Section 3.11. Indemnification of Directors and Employees

The District shall defend, hold harmless and indemnify any Director, officer, agent, or employee, whether elective or appointive, against any tort or liability, claim or demand, whether groundless or otherwise, arising out of any alleged act or omission occurring during the performance of his official duties, as may be more fully defined by an indemnification resolution. The provisions of this Section 3.11 shall be subject to and, to the extent of any inconsistency therewith, shall be modified by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

Section 3.12. Bidding and Contracting Procedures

- A. Except in cases in which the District will receive aid from a government agency, a notice shall be published for bids on all construction contracts for work or material or both involving an expense of \$60,000 or more. The District may reject any and all bids, and if it appears that the District can perform the work or secure

material for less than the lowest bid, it may proceed to do so in accordance with the Act.

- B. A notice or invitation to bid shall be prepared and published in accordance with statutory requirements.
- C. The Board retains the right, in its sole discretion, to reject any or all proposals and to select the proposal and contractor who can best perform the work and will serve the best interests of District.
- D. The District may require that bids be accompanied by an acceptable bidder's bond or a certified check payable to District in an amount equal to 5% of the bid. If, within the time designated in the notice of award, the contract is not executed, and, if required, a payment and performance bond and certificates of insurance are not provided, the District may keep the bid bond as liquidated damages and assess such other damages as the District may determine.
- E. A payment and performance bond is required for contracts over \$60,000 and is discretionary under that amount.
- F. 10% of all pay estimates shall be withheld during the construction until 50% of the contract work has been performed; thereafter, no additional sums shall be withheld if satisfactory progress is being made. For any contract exceeding \$60,000, the contractor may deposit acceptable securities in lieu of such retained amounts in accordance with Section 24-91-103, C.R.S.

SECTION 4

Water Service

Section 4.1. Provisions of Water Service

The District contracts for water service with the Evergreen Metropolitan District, and adheres to and will enforce all of the Evergreen Metropolitan District's water rules and regulations regarding all aspects of water service, including EMD's drought and water conservation plan, which are hereby designated as the District's water regulations as though fully set forth herein.

All rates, fees and charges for water service shall be the same as Evergreen Metropolitan District and are listed in Appendix C of these Regulations.

SECTION 5

Wastewater Regulations

Section 5.1. General Provisions

5.1.1. Use of Public Wastewater System

No individual wastewater disposal system shall be installed within the District, unless such system is authorized in writing by the District or by State law.

5.1.2. Requisites

Before any connection is made to the Public Wastewater System, a License shall be obtained from the District, and all fees, costs and charges therefor shall be paid by the Applicant. An application for such License shall be made to the District on the form or forms furnished for such purpose by the District. The application shall provide a description of the work to be done, the legal description and address of the Parcel of Land to be served, the name of the owner of the Parcel of Land, and the name of the Licensed Contractor performing the work. No connection shall be made to the Public Wastewater System other than at the location specified by the District.

5.1.3. Independent Connections

- A. Each Separate Building upon a Parcel of Land shall have an independent connection to the Public Wastewater System and shall not be interconnected with any other wastewater disposal system, unless authorized in writing by the District or otherwise permitted under these Regulations.
- B. Where a Parcel of Land has more than one Separate Building thereon, each Separate Building shall be independently connected to the Public Wastewater System; except that where a Single Family Dwelling or accessory building is located to the rear of another Single Family Dwelling upon an Interior Lot and when both such residential buildings are and remain under One Ownership, a Wastewater Service Line from the front Single Family Dwelling may, at the District's discretion, be extended to the rear Single Family Dwelling or accessory building. If legal ownership of the Parcel of Land should subsequently become divided, the District may require the owner of the rear building to make an independent

connection to the Public Wastewater System. The District may also require connection, if there is any change of use.

- C. Where a Parcel of Land has more than one Separate Building thereon under conditions of a unified development and under One Ownership, application may be made to the District for a single Wastewater Service Line. The District will determine initially whether a single Wastewater Service Line will be permitted and the conditions for such connection and may then enter into a unified service agreement with the owner setting forth such conditions. Such unified service agreement shall run with the land and shall be recorded in the records of the County Clerk and Recorder.
- D. In the case of a Multiple-Unit Dwelling, whether under one ownership or otherwise, the District will review each application for connection, other than an independent connection of each separate Dwelling Unit within the Multiple-Unit Dwelling, to the Public Wastewater System upon an individual basis and will impose such limitations or conditions regarding connection as it considers necessary and in the best interest of the District.
- E. The District reserves the right to require the owner of a new or existing property to install multiple Wastewater Service Lines for separation of flows if Non-residential pretreatment is required.

5.1.4. Disconnection

No Wastewater Service Line connected to the Public Wastewater System shall be disconnected without the prior approval of the District. The District's approval for disconnection shall not be construed, nor in any manner entitle, the Customer to any refund or rebate for any fee, charge or other such assessment previously collected by the District. All disconnections must be made at that point where the Wastewater Service Line physically connects to the Main. The disconnection shall be properly sealed to prevent foreign water or wastes from entering the Public Wastewater System. Approval of such disconnection shall not relieve the Customer from any applicable local, State or Federal regulations regarding environmental protection.

5.1.5. Ownership and Maintenance of Facilities

The ownership of all wastewater lines designated as Mains shall be conveyed to and vested in the District. Any Wastewater Service Line located in public rights-of-way may, in the District's discretion, be used, operated and maintained by the District at any time after written notification to the owner of the Licensed Premises. The District shall be responsible for the operation, maintenance and repair of all wastewater Mains.

5.1.6. Wastewater Lines within Easements

Any wastewater line that crosses a Parcel of Land other than the Licensed Premises actually served and that is designated as a Wastewater Service Line shall be installed in an easement approved by the District and obtained at the expense of the Customer using such line upon forms approved by the District. If classified as a Wastewater Service Line, such line shall be owned and maintained by the owner of the Licensed Premises, subject to future dedication to the District for public purposes in the District's discretion. The District shall operate, maintain and repair all wastewater Mains and easements for such Mains. All decisions regarding the classification or reclassification of a wastewater line as a Main or Wastewater Service Line shall be made by the District.

5.1.7. Wastewater Service Line Maintenance

It shall be the responsibility of the owner of any Licensed Premises connected to the Public Wastewater System to maintain the Wastewater Service Line in good repair at all times and to preserve the proper connection of such line to the Public Wastewater System. The owner of the Licensed Premises shall be responsible for maintenance of the Wastewater Service Line, including the connection to the Main from the point of connection with the Main to the Improvement being served, even though a portion of the Wastewater Service Line may cross another Parcel of Land. The Wastewater Service Line shall be maintained in good condition so that no exfiltration and/or infiltration occurs, and so that there is no accumulation of septic sewage therein. The Wastewater Service Line shall be owned, operated and maintained by the owner of the Licensed Premises. The District shall have no responsibility for any operation, maintenance or repair of the Wastewater Service Line.

5.1.8. Inspection of Wastewater Service Line

The District shall have the right to enter upon any Licensed Premises at any reasonable time to verify that the provisions of these Regulations are being complied with and to inspect the condition, use and connection of the Wastewater

Service Line. Refusal to permit such inspection shall be considered sufficient grounds for (i) disconnection of the Wastewater Service Line from the Public Wastewater System, (ii) termination of water service, if the Licensed Premises is also connected to the Public Water System, or (iii) commencement of appropriate legal action. Any expense incurred by the District in enforcing this Section, together with any other rate, fee, charge or penalty payable hereunder, shall constitute a perpetual lien against the Licensed Premises and may be enforced in accordance with the provisions of the Act.

5.1.9. Violation of Regulations

Any Customer who violates any provision of these Regulations shall be deemed a prima facie violator and a prohibited user of the Public Wastewater System. Unless otherwise provided herein, the District shall serve a Notice of Violation upon such Customer stating the nature of the violation and ordering the correction of such violation. The District may authorize a specific schedule for satisfactory compliance. If such Customer fails to comply with the Notice of Violation, the District may (i) disconnect the Wastewater Service Line from the Public Wastewater System, (ii) terminate water service, if the Licensed Premises is also connected to the Public Water System, or (iii) commence appropriate legal action, the costs of which until paid shall constitute a perpetual lien against the Licensed Premises and may be enforced in accordance with the provisions of the Act.

5.1.10. Termination of Water or Wastewater Service

In the event that the District terminates water or wastewater service to the Licensed Premises for a violation of the Regulations, the Customer shall not be entitled to restoration of wastewater or water service from the District, or the use of any District easement, Main or Facility, whether pursuant to any contract or otherwise, unless specifically authorized by the District, including compliance with any conditions for restoration of service established by the District.

5.1.11. Service Limitations

Prohibitions and limitations under the Regulations and under any law or regulation of another governmental agency with jurisdiction shall constitute prohibitions and limitations upon any Customer using the Public Wastewater System, except as may be authorized by the District.

5.1.12. Enforcement

It shall be the duty of the Manager to administer these Regulations, to investigate all reports of violations, and to enforce compliance with the Regulations, or if Board action is required, to report such violations promptly to the Board for remedial action.

5.1.13. Uniform Plumbing Code

The District will recognize the most current version of the Uniform Plumbing Code as the minimum standard for plumbing practices within the District and any Contracting District. The UPC contains specifications and details regarding sizing, materials and types of connections. The District reserves the right to impose stricter standards and regulations in any circumstance, if in the interests of the Public Wastewater System.

5.1.14. Mandatory Use of Public Wastewater System

All Improvements within the District shall be connected to the Public Wastewater System. In the event that any Parcel of Land within the District is located within 400 feet of a Main and upon which there is constructed any Improvement which is not connected to the Public Wastewater System, and when necessary for the protection of the public health, the District may order the connection of such Improvements to the Public Wastewater System in accordance with the provisions of the Act. The owner of such Parcel of Land shall be liable for any expense incurred by the District in making such connection, whether contracted for by such owner or the District. If the owner fails to satisfy any such expense, the District may file a lien against the Parcel of Land for the expense incurred in making such connection. The owner of such Parcel of Land shall also pay all fees prescribed under Appendix C for connection to the Public Wastewater System, and if not paid, the District may file a lien against such Parcel of Land for such fees.

Section 5.2. Licenses

5.2.1. License Required

No Person shall connect to or disconnect from, or repair or otherwise work on any wastewater Facility or Wastewater Service Line without first obtaining a License from the District.

5.2.2. Application for Contractors License

An application for a License to connect to or disconnection from, and to work on any component of the Public Wastewater System shall be filed at the District office on forms provided by the District.

5.2.3. Requirements for Issuance of Contractors License

No License to work on the Public Wastewater System shall be issued to any Applicant until the District is satisfied that the Applicant is technically capable and has fully complied with all requirements under these Regulations and State law. At the time of application, the Applicant shall file with the District (i) a cashier's check, an acceptable letter of credit from a State or national bank, or a corporate surety bond in the minimum amount of \$10,000 or for the value of the work to be performed, whichever is greater, payable to the District and any Contracting District for the faithful performance and observance of all Regulations; (ii) a certificate of insurance indicating that the Applicant has comprehensive general liability and property damage insurance in an amount of not less than \$1,000,000 per occurrence designating the District and any Contracting District as an additional insured thereunder; and (iii) a certificate of compliance with the Workmen's Compensation Act of Colorado, unless exempted under State law. During the term of the License, all items required under this Section shall remain in effect and on file with the District. The Applicant shall also pay any fees set forth in these Regulations.

5.2.4. Issuance of Contractors License

All Licenses to work on the Public Wastewater System shall be issued by the Manager. If an application is denied by the Manager, the Applicant may appeal such decision to the Board. The Board may prescribe special fees and conditions relating to the issuance, continuation or reissuance of any License.

5.2.5. Revocation or Suspension of Contractors License

Any License may be revoked or suspended for such time, not to exceed three years, as may be deemed appropriate by the Board for any violation of these Regulations, including without limitation making a connection or disconnection to the Public Wastewater System without the District's authorization. In the event of such violation, a Notice of Violation specifying the nature of such violation and the time set for hearing such charges shall be given to the Licensee at the address listed on the application or at the Licensee's current address (if previously submitted to the District in writing) at least seven days prior to such hearing. At such hearing, the Licensee shall be entitled to appear in Person and/or by attorney. The action of the Board at such hearing shall be final.

5.2.6. Licensee Not to Allow Others to Use Contractors License

No Licensee shall allow its License to be used directly or indirectly by any other Person to obtain a permit for performance of, or to perform any work having any impact or effect upon the Public Wastewater System, including without limitation any Wastewater Service Line. In the event of violation of this Section, such License shall be subject to revocation or suspension pursuant to Section 5.2.5.

5.2.7. Time Limit of Contractors License

The License shall be valid for a period of two years. A Licensee who has faithfully performed all work under the License and has fully complied with the Regulations may renew its License after payment of the renewal fee and compliance with all other provisions of these Regulations.

Section 5.3. Permits

5.3.1. Permit Required

Before performing any work on the Public Wastewater System, including without limitation installation of a Wastewater Service Line, the Applicant shall (i) obtain a permit from the District, (ii) pay all prescribed fees, , and (iii) arrange for proper inspection by the District. The following permits are required for standard connections to the Public Wastewater System:

- A. **Residential.** A Residential Service permit is required for the connection or disconnection of any residential Improvement.
- B. **Non-residential.** A Non-residential Service permit is required for the connection or disconnection of any Non-residential Improvement.

- C. **Special Non-residential.** A Special Non-residential Service permit is required for the connection or disconnection of any significant, categorical or other Non-residential Improvement that may pose a risk to the Public Wastewater System, District Personnel, or public health, as more specifically provided in this Section 5.

Additionally, Non-residential and Special Non-residential Service permits, whether permanent or temporary, shall be subject to sampling and monitoring requirements as detailed in such permit.

5.3.2. Application for Permit

Application for any permit shall be made to the District on the form or forms provided by the District and shall include (i) a description of the work to be performed, (ii) the owner and legal description and address of the Licensed Premises, (iii) the name of the Licensed Contractor performing the work under the permit, and (iv) such other information as may be required by the District.

5.3.3. Payment of Fees

Before the issuance of any permit under this Section, all fees, costs and charges specified by the District shall first be paid. The District may, in its discretion, from time to time increase or decrease such fees and charges as it deems necessary or in the best interests of the District, except that such fees and charges shall be generally uniform for all Customers within the same classification. The Board may establish different rates, fees and charges for properties classified by type or use, recognizing loadings to and/or the quality of wastewater discharged into the Public Wastewater System. Fees for Special Non-Residential Service permits shall be determined in accordance with Appendix C or shall be calculated in accordance with the provisions of this Section 5.3, if applicable.

5.3.4. Separate Permits

Each permit under this Section shall specify the number of connections or disconnections allowed to be made to the Public Wastewater System. Connections to the Public Wastewater System shall be made in accordance with these Regulations. A permit shall apply only to the Licensed Premises specified in the application and shall not be transferable to any other Parcel of Land.

5.3.5. Revocation or Suspension of Permit

Any permit shall be subject to revocation or suspension by the District, if the Manager determines that any plumbing installation or use of the Wastewater Service Line is in violation of the permit, these Regulations, or any other law or regulation applicable to the permitted use.

5.3.6. Time Limit of Permit

Any permit for a connection to the Public Wastewater System shall be valid for a period of one year. Such permit shall expire automatically one year after the date of issuance, unless the connection is actually made within such time period or the time for connection is extended in writing by the Manager. In the event the Applicant fails to connect the Licensed Premises to the Public Wastewater System within such time period, all fees paid for such permit shall be refunded, minus an administrative fee set forth in appendix C, unless the Applicant presents sufficient evidence to the District showing reasonable cause for the delay in making such connection. No permit that has expired pursuant to this Section shall be reissued until the Applicant has paid any and all additional fees therefor.

5.3.7. Unauthorized Connection

If any connection is made to the Public Wastewater System without (i) first obtaining a License, (ii) using a Licensed Contractor to install the connection, and (iii) arranging for an inspection by the District, or if any Person violates these Regulations governing the installation, connection and repair of Wastewater Service Lines, then in either event such connection to the Public Wastewater System may be summarily disconnected by the District. Any costs incurred by the District in connection therewith shall be paid by the owner of the Licensed Premises. If the connection was made to the Public Wastewater System in violation of the inspection requirement, the Wastewater Service Line and connection to the Main shall be uncovered, inspected, and if necessary, repaired to District standards as specified by the Manager. For any violation of this Section, the District shall assess a reconnection fee in accordance with Appendix C, except that the District may waive or reduce such fee if the current property owner is not directly or indirectly responsible for such unauthorized connection, and may impose such other rates, fees, charges and penalties as the Board may determine to be appropriate. If any connection was made without payment of the System Development Fee, then the SDF fee in effect at the time of such unauthorized connection or the current SDF fee, whichever is greater, shall be assessed against the subject property. If the current property owner is directly or indirectly responsible for such unauthorized connection, the District may impose such rates, fees, charges, and penalties in addition to connection and reconnection

fees as the Board may determine to be appropriate. Wastewater service charges shall also be retroactively assessed against the subject property for a period of up to six years at the rates in effect during the most recent six-year period in which the Public Wastewater System was used without authorization. Unless sufficient evidence is presented to the District confirming the date of such unauthorized connection, the date of completion of the Main serving the subject property or the date upon which the certificate of occupancy for Improvements located upon the subject property was issued, whichever is later, shall be deemed to be the date of such unauthorized connection. All remedial work ordered by the Manager shall be performed, and all rates, fees, charges and penalties assessed hereunder shall be paid prior to the issuance of a connection permit and any further use of the Public Wastewater System. All costs of connection or reconnection and all rates, fees, charges and penalties assessed by the District, until paid, shall constitute a perpetual lien against the subject property.

5.3.8. Unauthorized Disconnection

Any disconnection from the Public Wastewater System made without (i) obtaining a License, (ii) using a Licensed Contractor to perform the work, and (iii) arranging for an inspection by the District, or (iv) any other such violation of these Regulations by any Person, shall be sufficient grounds for the District to uncover, inspect and make a proper disconnection. Any costs incurred by the District in connection therewith shall be paid by the owner of the Licensed Premises.

5.3.9. Stub-In Permit

A stub-in permit allows the partial connection of a Wastewater Service Line to the Main so as to accommodate the future connection of the Wastewater Service Line within a public street, road or designated right-of-way without disturbing the street surface. The District may issue a Stub-In permit upon such terms and conditions as the Manager determines appropriate, including without limitation the filing of adequate maps, surveys or other documents fixing the location of each Stub-In to the Public Wastewater System, the payment of all fees and charges prescribed by the Regulations, and compliance with all trenching and inspection requirements.

5.3.10. Special Permit

Any special permit shall be obtained from the District for any use of the Public Wastewater System not specifically allowed hereunder, setting forth the conditions, limitations and restrictions prescribed by the District therefor, and the

amount, category and classification of rates, fees and charges if as determined by the District to be appropriate and compensatory for such use.

5.3.11. Permits from Other Governmental Entities

No License issued by the District shall be considered as authority for making any cut in a road or street in lieu of any permit issued by any other regulatory authority for such purpose, nor shall inspection and/or approval by the District be construed as satisfactory compliance with any other provision of these Regulations, or otherwise waive the requirement for full compliance with any Regulation. Any permit or authorization required by law or the rules or regulations of any other agency or regulatory authority with jurisdiction over such activity shall be filed with the District before any work is commenced on the project. Authorization by any other regulatory authority shall not constitute approval of the District for any purpose.

5.3.12. Separate Trench and Inspection

No Wastewater Service Line shall be laid over any water service line, except as specifically permitted by applicable provisions of the State Plumbing Code or other regulations of the CDPHE. Water and Wastewater Service Lines shall be horizontally separated from each other by a minimum of ten feet. The entire Wastewater Service Line shall be inspected by the District before the trench is filled. If any trench is filled before such inspection is completed, the District may require that such trench be fully reopened at the expense of the owner of the Licensed Premises for a final inspection by the District.

5.3.13. Transfer of Wastewater License

A wastewater License may be transferred from the Licensed Premises to another Parcel of Land owned by the owner of the Licensed Premises or a related entity (Licensee) within the District (or if the Licensed Premises is located in a Contracting District, then the Parcel of Land shall be located in the Contracting District) only under the following circumstances, subject to such terms and conditions as may be imposed by the Board:

- A. In the event that wastewater service for all or any portion of the wastewater tap equivalents authorized under the License can no longer be utilized on the Licensed Premises because of a permanent change in the legal use of such land thereby terminating any demand for wastewater service in the future, then the License for such wastewater tap equivalents may be transferred to and used on an adjacent or neighboring Parcel of Land owned by the Licensee within the District (or if the Licensed Premises is located in

a Contracting District, then the Parcel of Land shall be located in the Contracting District); or

- B. In the event that wastewater service for a portion of the Non-residential wastewater tap equivalents authorized under a License issued in 1996 or thereafter are no longer being utilized on the Licensed Premises and have been converted to inactive status in accordance with Section 8.2.3, then the License for such inactive Non-residential wastewater tap equivalents may be transferred to and used on an adjacent or neighboring Parcel of Land owned by the Licensee within the District (or if the Licensed Premises is located in a Contracting District, then the Parcel of Land shall be located in the Contracting District).
- C. Non-residential wastewater tap equivalents authorized under a License issued prior to 1996 shall be used only on the Licensed Premises (as originally described in the License) and shall not be transferable to any other Parcel of Land.

Any transfer of a wastewater License shall also be subject to the payment of a transfer fee as set forth in Section 8.6.

5.3.14. Property in the District with a Failed Septic Tank

The District will allow a temporary reduction on the then current wastewater System Development Fee for any home that is within the District boundaries, and that home is on a septic system, or outhouse and removes that system from service. See Appendix C for the current rate.

5.3.15 Availability to Serve Charges

A property which has purchased a wastewater permit in the past from the Wah Keeney Water & Sanitation District that has not yet connected to the wastewater system shall pay a monthly availability charge as set forth in Appendix C. This fee will continue to be collected until the tap has been connected to the wastewater system, at which time the regular monthly wastewater service charge will apply.

Section 5.4. Prohibition on Use of Public Wastewater System

5.4.1. Storm and Subsurface Waters

No Person shall discharge, or cause the discharge of any storm water drainage into the Public Wastewater System from ground, service or roof drains, or

subsurface water from foundation drains or sumps. Any Customer violating this prohibition shall be subject to disconnection from the Public Wastewater System, termination of water service, if the Licensed Premises is connected to the Public Water System, or appropriate legal action. Such Customer shall pay surcharges for such unauthorized discharges and all costs or damages incurred by the District as a result of such unauthorized discharges. Groundwater pumped from wells or aquifers, treated or untreated, shall not be discharged into the Public Wastewater System, unless specifically authorized by License issued by the District.

5.4.2. Wastewater Disposal

No Person shall discharge any waste or materials into the Public Wastewater System, unless such discharge is made through a properly connected Wastewater Service Line. No discharge shall adversely impact water and wastewater flows, drinking water supply or receiving waters within the watershed of the District service area. Manufacturers, meat and film processors, other commercial processors, and industries are specifically prohibited from discharging wastewater or other discharges into the Public Wastewater System, unless the Customer has first obtained a License from the District. Such License shall specify any condition, limitation and restriction prescribed by the District for use of the Public Wastewater System and the amount, category and classification of rates, fees and charges applicable to all discharges into the Public Wastewater System.

5.4.3. Other Prohibitions

No Person shall cause to be discharged into the Public Wastewater System any foreign matter which could result in any stoppage or interruption in the Public Wastewater System. No wastewater shall be discharged into the Public Wastewater System which could cause any interruption in or interference with the treatment process at the Wastewater Treatment Facility.

5.4.4. Connection of Individual Facilities

No Wastewater Service Line shall be connected to the Public Wastewater System if such line is connected to either a septic tank or cesspool. If a Wastewater Service Line has excessive infiltration, such line shall be repaired by the owner of the Licensed Premises or, if such owner fails to make such repairs, may, in the District's discretion, be disconnected from the Public Wastewater System.

Section 5.5. Wastewater Service Lines

5.5.1. Wastewater Service Line Maintenance

The District shall assume no responsibility for the operation or maintenance of any Wastewater Service Line, nor for any requirements of other governmental agencies in making a connection of any Wastewater Service Line to the Public Wastewater System. In case of failure of any Licensed Premises to properly maintain, clean or repair the Wastewater Service Line, such remedial work may be performed by the District after 48-hour written notice to the owner of the Licensed Premises, and the cost thereof shall be charged to the owner and become a lien against the Licensed Premises until paid in full.

5.5.2. Size of Wastewater Service Lines

The Wastewater Service Line shall be no less than 4 inches in diameter, as specified by the District, and shall as a minimum be sound, water tight, durable and root-proof. The Wastewater Service Line shall not be smaller than the building drain. At locations where the Main is less than 4 inches larger than the Wastewater Service Line and where no appropriate fitting exists in the Main, connection to the Main shall be made by construction of a manhole in compliance with District standards for such connection.

5.5.3. Pipe Materials and Joints

All pipes and fittings and the method of jointing pipes shall conform to such uniform specifications and requirements as are approved by the District. Requests or inquiries concerning such technical requirements should be directed to the Manager, who shall have such authority as is necessary to enforce this provision. See Appendix G for technical specifications.

5.5.4. Road and Street Cuts

The District has no authority to issue road or street cut permits for Wastewater Service Line connections. Licenses granted by the District do not authorize any excavation through or under any street or road. Permits for such street cuts shall be obtained from the appropriate governmental agency.

5.5.5. Grade and Alignment

Wastewater Service Lines shall be laid on a uniform grade, free of ups and downs, and of good alignment without abrupt bends, (ie: 45 degree bends) unless appropriate fittings are used. Grade shall not be flatter than 1% (1/8 inch of fall

per lineal foot of line), unless written approval is specifically obtained from the District. Installation shall be made in accordance with Appendix G. If the District cannot provide wastewater service because of problems in satisfying grade requirements or in avoiding any obstruction, the District shall not be responsible for resolving such problem, nor incur any liability resulting therefrom.

5.5.6. Excavation

All excavations shall be open trench work, unless otherwise authorized by the Inspector. Width of trench excavation shall comply with State and federal requirements. The foundation material in the trench shall be undisturbed or compacted earth, free from water. The material shall be pared or molded to give full support to the lower quadrant of each pipe. In lieu of paring or molding the bottom of the trench, a sand and gravel material, not less than 4 inches thick under the pipe and extended upon the sides of the pipe to support the lower quadrant, may be used. Bell holes shall be dug to provide ample space for constructing of joints. At locations where water is encountered in the trench, not less than 4 inches of gravel material shall be placed below the pipe so that the water can be removed and joints be made under dry conditions. A 2-foot minimum bury will be required; provided that if the Wastewater Service Line is buried in a road or driveway, ductile iron pipe shall be used. All excavations shall conform to applicable requirements of "Regulations Governing Excavation Work" adopted by the State Industrial Commission on August 23, 1966, or as hereafter amended, the State and federal occupational safety and health regulations, and regulations of all other governmental agencies having jurisdiction over public streets.

5.5.7. Connection to Wastewater Main

Each Wastewater Service Line connection to the Main shall be made at the wye designated by the District. If there is no wye designated, or if the wye cannot be located within three feet of the point of measurement furnished by the District, or if the Applicant does not wish to use the wye designated for the property, the Main shall be tapped by the District, by mechanically drilling a smooth, round hole in the Main, inserting a tapping saddle, and joining the pipe to the Main in a manner acceptable to the District. Tapping by breaking the pipe will not be permitted. The location of the centerline of the tap on the circumference of the pipe shall be offset toward the side of the pipe at a distance equal to one-half of the diameter of the pipe from the vertical axis of the pipe.

5.5.8. Backfilling and Compaction

Backfilling shall not be started until the District makes the final inspection. Care shall be exercised in backfilling along the sides of the pipe in order to give it

proper support. Backfill material shall be free of frozen particles, rocks larger than 3/4" and hard lumps, and shall be placed in layers and solidly tamped up to the top of the pipe. Hand backfill shall be continued over the top of the pipe to a depth of not less than 6" in order to protect the pipe from breaking or cracking during the remainder of backfill operations. Backfill and compaction within roadways shall conform to the requirements of other governmental agencies having jurisdiction over public streets.

5.5.9. Cleanouts

Cleanouts shall be installed in Wastewater Service Lines at 100-foot intervals. The cleanout shall be a capped "Y" and shall be properly marked.

5.5.10. Inspection

Arrangements shall be made for the Inspector to inspect the Wastewater Service Line prior to the start of any backfill. The trench shall be filled up to 6" above the top of the pipe in the presence of the Inspector. An Inspector shall be present before any tap is made to the Public Wastewater System. The Inspector may require the Wastewater Service Line to be uncovered and/or the tap to be reinstalled to assure compliance with the Regulations.

5.5.11. Wastewater Pumping Systems.

No individual wastewater pumping system shall be connected to, or discharge wastewater into any Wastewater Service Line to the Public Wastewater System without first obtaining a License from the District. Prior to issuance of such License, adequate plans and specifications shall be submitted to the District for review and approval by the Manager. Such plans and specifications shall conform to the following requirements:

- A. The wastewater pumping system shall have a non-clog pump opening with at least 2" diameter solids handling capacity where raw wastewater is pumped or at least 3/4" diameter solids handling capacity where previously settled effluent is pumped.
- B. Automatic liquid level controls shall be provided to start and shut-off pumps at a frequency required by the design.
- C. The Wastewater Service Line shall be pressure pipe of sufficient strength to accommodate pump discharge pressure and sized to maintain a velocity of two or more feet per second.

- D. Automatic air release valves shall be installed at high points in the Wastewater Service Line where necessary to prevent air locking.
- E. A holding tank preceding the pump shall be provided to allow pump cycling commensurate with pump design capacity.
- F. The Wastewater Service Line shall have a minimum of six feet of earth cover. If this cannot be attained, then the Wastewater Service Line must drain back into the holding tank after pumping in order to prevent freezing of the line.
- G. All pressure pump Wastewater Service Lines must terminate either in a manhole or Main using design and materials approved by the District.

The District shall assume no responsibility for the operation or maintenance of any individual wastewater pumping system or Wastewater Service Line connected to the Public Wastewater System. Such individual wastewater pumping system shall be subject to all other provisions of these Regulations.

SECTION 6

Pretreatment Regulations

Section 6.1. General Provisions

This Section 6 establishes the requirements for Non-residential Customers of the Public Wastewater System and enables the District to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code § 1251 *et seq.*) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403).

The objectives of these Regulations are:

- A. To prevent the introduction of pollutants into the Public Wastewater System that would interfere with its operation;
- B. To prevent the introduction of pollutants into the Public Wastewater System that will pass through the Wastewater Treatment Facility inadequately treated into the receiving waters or otherwise be incompatible with the Wastewater Treatment Facility;
- C. To protect both District personnel who may be affected by the wastewater and sludge in the course of their employment and the general public;
- D. To promote reuse and recycling of Non-residential wastewater and sludge from the Public Wastewater System;
- E. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the Public Wastewater System; and
- F. To enable the District to comply with the requirements of the National Pollutant Discharge Elimination System permit, sludge use and disposal requirements, or any other State and Federal laws to which the District is subject.

This Section 6 shall apply to all Non-residential Customers and in the circumstances specified herein, to other Customers of the Public Wastewater System; provided, however, that all prohibited discharges herein shall apply to all Customers and may be enforced against any Customer discharging wastewater or pollutants into the Public Wastewater System. This Section 6 authorizes the District to issue discharge permits, require and/or conduct monitoring, sampling and conduct enforcement activities, establish administrative review policies, require Customer reporting, and set fees.

Section 6.2. General Prohibitions

No Customer shall introduce or cause to be introduced into the Public Wastewater System any pollutant or discharge that causes pass through or interference. These general prohibitions apply to all Customers of the Public Wastewater System whether or not subject to categorical pretreatment standards or any other Federal, State or local pretreatment standards or requirements.

6.2.1. Specific Prohibitions

No Customer shall introduce or cause to be introduced into the Public Wastewater System the following pollutants, substances or wastewater:

- A. Pollutants of such a quantity, quality or other nature so as to create flammable or explosive conditions in the Public Wastewater System, including without limitation waste streams with a flash point lower than 140°F as determined by Tagliabue (tag.) close cup method;
- B. Wastewater having a pH value lower than 5.5 or otherwise containing chemical properties that are hazardous or capable of causing damage to any part of the Public Wastewater System, to the general public or to District personnel;
- C. Solid or viscous pollutants in amounts which may cause obstruction to the flow or interruption in the treatment process in the Public Wastewater System, and in no event shall solids be greater than ½" in diameter;
- D. Any pollutants, including without limitation oxygen demanding pollutants (BOD, etc.), discharged at a flow rate and/or pollutant concentration which either singly or by interaction with other pollutants cause interference with the Public Wastewater System;
- E. Wastewater having a temperature greater than 49° C (120°F), or which may inhibit biological activity or cause interruptions in the treatment process at the Treatment Facility, and in no event shall such wastewater cause the temperature of Wastewater at the Treatment Facility to exceed 40°C (104°F);
- F. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil in amounts that may cause interruption in the treatment process or pass through at the Treatment Facility;
- G. Pollutants which result in the presence of toxic gases, vapors or fumes within the Public Wastewater System in any quantity that may cause worker health and safety problems; and

- H. Any trucked or hauled pollutants, except as authorized under a License issued by the District.

6.2.2. Other Prohibited Discharges

No Customer shall introduce or cause to be introduced into the Public Wastewater System the following pollutants, substances or wastewater, unless otherwise authorized under a License issued by the District in accordance:

- A. Any solid or viscous materials which may cause an obstruction in flow within the Public Wastewater System or which in any way could interfere with the treatment process at the Treatment Facility, including without limitation ashes, wax, paraffin, cinders, sand, mud, straw, shavings, metal, glass, rags, lint, feathers, tars, plastics, wood and sawdust, paunch manure, hair and fleshings, entrails, lime slurries, beer and distillery slops, grain processing wastes, grinding compounds, acetylene generation sludge, chemical residues, acid residues, food processing bulk solids, snow, ice, and all other solid objects, material, refuse and debris not normally contained in sanitary wastewater;
- B. Sludge or other material from Wastewater or non-residential waste treatment facilities, or from water treatment plants;
- C. Water in excavation or accumulated as the result of grading, and water taken from the ground by well points, except potable wells or any other drainage associated with construction;
- D. Any liquid or vapor having a temperature higher than 120°F. or exceeding any lower limit fixed by the District to prevent odor nuisance, where the volume of discharge represents a significant portion of the flow through a particular Main;
- E. Any water or wastes containing grease or oil or other substances that will solidify or become discernible viscous at temperatures between 0°C (32°F) and 66°C (150°F);
- F. Any water or wastes containing emulsified oil or grease exceeding 100 mg/L oil and grease measured at the sample port of the grease interceptor or 75 mg/L as measured at the connection to the Public Wastewater System;
- G. Any Wastewater containing a grease-treating additive, including without limitation enzymes and active bacteria;
- H. Any gasoline, ethylene glycol, benzene, naphtha, fuel oil, lubricating oil, solvents, degreasing agents, or other flammable or explosive liquid, whether solid or gas;

- I. Any wastes with phenolic compounds over the discharge limit in Appendix I;
- J. Any wastes with sulfides over the discharge limit in Appendix I;
- K. Any cyanides or compounds capable of liberating hydrocyanic acid gas over 2 ppm (expressed as hydrogen cyanide) from any discharge point with the discharge of cyanides in any lesser amounts to be permitted only upon evidence of satisfactory and continuous control of such concentration and the volume of discharge;
- L. Any wastes that contain a noxious, corrosive (pH below 5.5 or above 9.5), or malodorous material or substance that (either singly or by reaction with other wastes) is, as determined by the District, capable of causing damage to the Public Wastewater System, of creating a public nuisance or hazard, or of preventing human entry into the Public Wastewater System for ordinary maintenance and repair;
- M. Any wastes containing concentrated dye wastes or other wastes that are either highly colored or could become highly colored by reacting with any other wastes;
- N. Any water or wastes containing a toxic or poisonous substance in sufficient quantity which may injure or interfere with any treatment process, which may constitute a hazard to humans or to animals, or which may create any hazard in the waters which receive the treated or untreated Wastewater. Discharge limits for specific pollutants are found in Appendix I;
- O. Any water or wastes containing the discharge of acid, iron pickling wastes or plating solutions;
- P. Any radioactive toxic isotopes of over 100 days' half life with the radioactive isotopes ^{131}I and ^{32}P as used in medical facilities not being prohibited if properly diluted at the source;
- Q. Any wastes which are unusual in composition, (i.e., containing an extremely large amount of suspended solids or BOD, or other potentially harmful constituents); are high in dissolved solids such as sodium chloride, calcium chloride, magnesium chloride or sodium sulfate; contain substances conducive to creating tastes or odors in drinking water supplies or otherwise make such wastes unpalatable even after conventional drinking water treatment; or are in any other way are extremely unusual;
- R. Any material or substance not specifically mentioned in this Section 6.2.3 which is in itself corrosive, irritating to humans and animals, toxic, noxious, or which by interaction with other wastes may produce undesirable effects, including deleterious

action to the Public Wastewater System; may adversely affect any treatment process; may constitute a hazard to humans or to animals; or may have an adverse effect upon the receiving stream;

- S. Any radioactive substance, except as otherwise authorized hereunder;
- T. Any garbage other than that received directly into the Public Wastewater System from ordinary residential-size disposals or grinders in dwellings, restaurants, hotels, stores and institutions, by which such garbage has been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in the Main with no particle greater than 1/2" in any dimension; or
- U. Any night soil or septic tank pumpage.

Pollutants, substances or wastewater prohibited by this Section 6.2.3 shall not be processed or stored in a manner that may result in discharges into the Public Wastewater System by any Customer or Person.

Section 6.3. National Categorical Pretreatment Standards

Based upon review and Inspections, the District shall determine if a business shall be categorized using the National Categorical Pretreatment Standards. If such a business is so categorized, the federal standards shall be enforced.

Section 6.4. State Pretreatment Regulations

If the standards of Section 6.5 apply, the more strict of the Federal or State regulations shall apply. The District may also impose more strict local limits, as necessary, to protect the public wastewater system, environment, and safety and health of the public.

Section 6.5. Local Limits

Local discharge limits for pollutants are established to protect against pass through and interference at the Public Wastewater System, operational problems in the Public Wastewater System, and health and safety of District personnel. Specific discharge limits for individual contaminants are listed in Appendix I. The District reserves the right to establish by Regulation or in a discharge permit more stringent standards or requirements than federal or State regulation regarding discharges to the Public Wastewater System.

Section 6.6. Pretreatment of Wastewater

Customers shall provide wastewater pretreatment as necessary to comply with these Regulations and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions as detailed in Sections 6.2 through 6.5 within the time limitations specified by the

EPA, the State or the District, whichever is more stringent. Any pretreatment equipment necessary for compliance shall be provided, operated and maintained at the Customer's expense. Detailed plans describing such facilities and operating procedures shall be submitted to and reviewed by the District and shall be approved before such facilities are constructed. The review of such plans in no way relieves the Customer from the responsibility of modifying such facilities as necessary to produce discharges acceptable to the District.

6.6.1. Interceptors

If, after inspections, sampling and monitoring for existing non-residential accounts and after review of the plumbing plans for new Non-residential construction, the District deems it in the best interest of the Public Wastewater System to install an interceptor to prevent commercial kitchen grease and oil, petroleum products and other deleterious materials from entering the system, the Customer shall comply with Section 6.9.

6.6.2. Additional Pretreatment Measures

The District may require one or more of the following measures to be incorporated into the Customer's pretreatment facility.

- A. Whenever deemed necessary, the District may require the Customer to restrict its discharge during peak flow periods, designate that wastewaters be discharged to specific Mains, relocate and/or consolidate points of discharge, separate sanitary wastewater from Non-residential discharges, and other such requirements as may be necessary to protect the Public Wastewater System and determine the Customer's compliance with the requirements of these Regulations. Details of such restrictions shall be found in a Pretreatment Permit.
- B. The District may require a Customer discharging into the Public Wastewater System to install and maintain on their property and at their own expense a suitable flow control storage facility to ensure equalization of flow. Details of such requirements shall be found in a Pretreatment Permit.
- C. Customers with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
- D. Customers shall install metering and sampling facilities specified by the District as are necessary for measurement of flows and for qualitative sampling of discharges. Non-residential Customers with discharges in volumes substantially equal to metered use of water supply may, in the District's discretion, be required to provide for sampling only; all others shall install wastewater flow meters of the type that provide for continuous totalizing and recording of loadings in addition to facilities for sampling. A Customer may, at the District's discretion, be required to provide for pretreatment before discharging into the Public Wastewater System.

Pretreatment includes such processes as filtration, removal, neutralization and, oil and grease removal.

Section 6.7. Non-residential Customer

A Non-residential Customer for purposes of this Section 6 shall mean any non-residential use which, in the District's determination, contributes, or is likely to contribute, wastewater to the Public Wastewater System requiring special handling and/or extra treatment works capacities or could cause harm to District personnel and the Public Wastewater System. Industries classified under the Standard Industrial Classification Manual compiled by the federal government may be excluded from such class, if the District determines that such Customer's normal wastewater contribution is representative of only non-process, segregated domestic wastes or wastes from sanitary conveniences. In such instances the facility shall be considered as a Non-residential use and subject to the provisions of Section 6.7.1. Any Non-residential Customer may be required to apply for and utilize a Pretreatment Permit as provided in Section 6.7.1. However, additional non-residential rates as detailed in Appendix C will apply to those industries, whether identified in the Standard Industrial Classification List or not.

6.7.1 Non-residential Pretreatment Permits

Non-residential Customers may be subject to certain additional regulations and requirements as determined by the District to promote the best interests of the District and the general health, safety and welfare of its inhabitants. Such regulations and requirements shall be contained in and form part of a Non-residential Pretreatment Permit entered into with each Non-residential Customer, unless otherwise exempted under these Regulations. Pretreatment Permits shall apply to new and existing connections to the Public Wastewater System. Pretreatment Permits shall be categorized as Non-residential.

- A. **Non-residential Pretreatment Permit.** A Non-residential Pretreatment Permit is required for the connection or disconnection of any significant, categorical, temporary or permanent, or other Non-residential Service Customer that may pose a risk to the Public Wastewater System, District personnel or public health.
- B. **Non-residential Uses.** Manufacturers, meat and film processors, other commercial processors, and industries are specifically prohibited from using the Wastewater Facilities, unless the Customer has first obtained a Pretreatment Permit from the District. Such Pretreatment Permit shall specify any conditions, limitations and restrictions prescribed by the District for use of the Public Wastewater System, and the amount, category and classification of rates, fees and charges, applicable to all discharge into the Public Wastewater System. Such Pretreatment Permit will be issued in accordance with this Section. No public swimming pool shall be

connected to the Public Wastewater System without first obtaining a Pretreatment Permit from the District. No drain accepting discharges from garages or wash racks for vehicles shall be connected to the Public Wastewater System without first obtaining a Pretreatment Permit from the District. Customers with wash racks shall install interceptors or other pretreatment processes and monitoring systems as specified by the District in accordance with these Regulations.

6.7.2. Permitting Process

Non-residential Customers are required to schedule an administrative review with the District for new planned or changed use of the Licensed Property.

- A. An administrative review of new or remodel plans for proposed changes shall be performed by the District to determine if such use requires pretreatment measures. The administrative review fee is set forth in Appendix C. If no pretreatment measures are required, no further steps are necessary.
- B. If upon review and determination by the District the proposed changes are found to require pretreatment measures, the appropriate industrial waste questionnaire shall be completed. The questionnaire will include property owner name, address of the Licensed Premises and contact information, business manager contact information (if different), type of business, a description of the activities, and processes onsite, hours of operation, number of employees, chemicals (and volumes) stored onsite, site and floor plans with details to show all wastewater connections, plumbing, floor drains, time and duration of discharge, and any other information as deemed necessary by the District. If it is determined that the Pretreatment measures require a Pretreatment Permit, an application shall be completed. An application fee as detailed in Appendix C shall be submitted with the Pretreatment Permit application. At this time, the details of the requirements of the Pretreatment Permit will be reviewed with the owner of the Licensed Premises.
- C. An initial pretreatment inspection fee shall cover one onsite inspection of the final installed pretreatment equipment. If additional inspections are required due to conditions beyond the District's control, the Customer shall pay for the additional inspections on an hourly basis as detailed in Appendix C.
- D. When all requirements of the permit application have been satisfied and a final inspection is approved, a Pretreatment Permit will be issued by the District with specific details regarding discharge limitations.
- E. All Pretreatment Permit applications and reports shall be signed by an authorized representative of the Customer and contain the following certification statement:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including, but not limited to, termination of water and/or wastewater service and the possibility of fines and imprisonment for knowing violations.”

6.7.3. Non-residential Pretreatment Permit Contents

- A. A Non-residential Pretreatment Permit shall include such conditions as are deemed reasonably necessary by the District to prevent pass through or interference at the Wastewater Treatment Facility, protect the quality of the water body receiving the Wastewater Treatment Facility’s effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the Wastewater Treatment Facility. A Non-residential Pretreatment Permit shall include:
1. A statement that indicates the duration of the permit, which shall not exceed five years;
 2. A statement that the permit is not transferable without prior notification to the District, and provisions for furnishing the new Customer with a copy of the existing permit;
 3. Effluent limits based on applicable pretreatment standards;
 4. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, State, or local laws and the Regulations; and
 5. A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements and any applicable Compliance Schedule. Such Compliance Schedule may not extend the time for compliance beyond that required by applicable Federal, State or local laws and the Regulations.
- B. The Pretreatment Permit may contain conditions and limitations, including without limitation the following:

1. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation;
2. Requirements for the installation of pretreatment technology, pollution control, of construction of appropriate containment devices, designed to reduce, eliminate or prevent the introduction of pollutants into the Public Wastewater System;
3. Requirements for the development and implementation of spill control plans or other special conditions, including management practices necessary to prevent accidental, unanticipated or non-routine discharges;
4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged into the Public Wastewater System;
5. The unit charge or schedule of unit charges and fees for the management of the wastewater discharged;
6. Requirements for the installation and maintenance of inspection and sampling facilities and equipment;
7. A statement that compliance with the permit does not relieve the Applicant of the responsibility for compliance with all applicable federal and State pretreatment standards, including those that become effective during the term of the permit; and
8. Other conditions as deemed appropriate by the District to ensure compliance with these Regulations and federal, State and local laws and regulations.

Section 6.8. Reporting Requirements

The District requires that Pretreatment Permittees submit reports as necessary to monitor discharge compliance, schedule non-compliant Pretreatment Permittees for compliance, receive notifications of unusual discharges, and update other pertinent information. Reporting requirements are listed below.

6.8.1. Categorical Customers

Categorical Customers are subject to the standards detailed in 40 CFR 403.6(a)(4), as amended, regarding baseline monitoring. Such Customers shall submit the following information: (i) identifying information, (ii) environmental permits, (iii) description of operations, (iv) flow measurement, (v) measurement of pollutants, (vi) certification statement, (vii) Compliance Schedule, and (viii) signature and certification.

6.8.2. Compliance Schedule

All Pretreatment Permittees determined to be in non-compliance by the District shall submit to the District a Compliance Schedule. The schedule shall include without limitation the following:

- A. A detailed description of pretreatment equipment with plans, specifications and documents necessary for the installation, operation and maintenance of such equipment;
- B. Written approval by the District for the installation of such pretreatment equipment;
- C. Copies of signed contracts with engineers, contractors, and other Persons necessary to implement the necessary installation or modification of pretreatment or other required equipment;
- D. A signed letter, document or agreement with the District specifying the final date of compliance.

The deadline for compliance will be no longer than six months from the issuance of an inspection result letter. A surcharge as detailed in Appendix C will be in effect until all elements of such non-compliance are rectified. If the deadline for compliance is not met, a higher-rate surcharge will be assessed and remain in effect until compliance is achieved.

6.8.3. Changed Conditions

The Non-residential Pretreatment Permittees shall inform the District of any planned significant changes to its operation or system that would alter the nature, quality or volume of its wastewater at least 30 days before such change.

- A. The District may require the Customer to submit information for evaluation of the changed condition and may require the submission of a Non-residential Pretreatment Permit application;
- B. The District may issue a new Pretreatment Permit or modify the existing Pretreatment Permit to encompass the new or anticipated change; and
- C. For purposes of this requirement, significant changes will include without limitation flow increases of 20% percent or greater or the discharge of previously unreported pollutants.

6.8.4. Report of Potential Problems

Any Non-residential Customer shall report potential problems as soon as possible to the District.

- A. In the case of any discharge including without limitation accidental discharges, discharges of a non-routine or episodic nature, a non-customary batch discharge, or a slug load that may cause potential problems at the Wastewater Treatment Facility, the Customer shall immediately notify the District by telephone of the incident. The notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the Customer.
- B. Within 7 days of such discharge, the Customer shall, unless waived by the District, submit a detailed written report describing the cause of the discharge and the measures to be taken by the Customer to prevent future occurrences. Such notification shall not relieve the Customer of any expense, loss, damage, or other liability incurred by the District as a result of such discharge or any damage to the Facilities or any Person or property; nor shall such notification relieve the Customer of any fines, penalties, or other liability, which may be imposed pursuant to these Regulations.
- C. A notice shall be permanently posted on the Customers' bulletin board or other prominent place advising employees of whom to call in the event of such problem discharge. The owner of the Licensed Premises shall ensure that all employees are advised of the emergency notification procedure.

6.8.5. Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a Customer indicates a violation, the Customer must notify the District within 24 hours of becoming aware of the violation. The Customer shall also repeat the sampling and analysis and submit results of the repeat analysis to the District within 30 days of becoming aware of the violation. The Customer is not required to resample if the District monitors the Customer's discharge at least once a month, or if the District samples between the Customer's initial sampling and when the Customer receives the results of this sampling.

6.8.6. Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a Non-residential discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, as amended, unless otherwise specified. All other sampling and analytical techniques shall be performed in accordance with procedures approved by EPA.

6.8.7. Sample Collection

Except as otherwise provided herein, the Customer must collect wastewater samples using flow proportional composite collection techniques. In the event that flow proportional sampling is not feasible, the District may allow time proportional sampling or a minimum of four grab samples where the Customer demonstrates that this will provide a representative sample. In addition, grab samples may be used to determine compliance with instantaneous discharge limits. Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained as grab samples.

6.8.8. Timing

Written reports will be deemed as submitted on the date postmarked. For reports that are not mailed, the date received shall govern.

6.8.9. Recordkeeping

Customers subject to the reporting requirements of this Section 6 shall retain and make available for copying all records of information obtained pursuant to any monitoring activities required by this Section 6 and any additional records of information obtained pursuant to monitoring activities undertaken by the Customer independent of such requirements. Records shall include the date, the exact place, method and time of sampling, the name of persons taking the samples, the dates the analyses were performed, who performed the analyses, and the analytical methods or techniques and results. These records shall remain available for three years. This limit shall be automatically extended for the duration of any litigation concerning the Customer or the District, or where the District has notified the Customer of a longer retention period.

Section 6.9. Oil and Grease Program

Oil and grease in wastewater from commercial food preparation entering the Public Wastewater System can cause operational and treatment problems. The purpose of this oil and grease program is to limit and control the amount of grease and oil entering the Public Wastewater System. The program allows for monitoring and a surcharge and penalty structure for affected Customers. Discharge limits for oil and grease are listed in Appendix I. For current Non-residential Customers, the District shall perform initial inspections and compliance monitoring to determine the necessity of a grease interceptor. If a Non-residential Customer is found to discharge wastewater containing amounts of oil and grease in excess of stated discharge limits, the District may require the installation of an interceptor or the use of management practices to achieve compliance. Surcharges as detailed in Appendix C shall apply. The District shall require the submission of a Compliance Schedule and a grease interceptor design for approval by the District. For new Non-residential Customers, the owner of the Licensed Premises shall

submit design plans, including plumbing details, for review by the District. At that time, a determination shall be made for any pretreatment requirements.

6.9.1. Interceptor

The District shall review all plans of proposed Improvements and inspect, sample and monitor existing Improvements connected to the Public Wastewater System to determine whether or not installation of an interceptor for such connection will be required to achieve compliance with discharge limits. The Customer shall complete a grease control questionnaire providing details concerning the operation. If, after evaluating inspection records and sample results, the District determines that an interceptor is necessary to prevent grease, fats, petroleum products or other deleterious substances from entering the Public Wastewater System, the District shall have the authority to specify both kind, nature and minimum capacity of the interceptor to be installed. A design for the interceptor shall be submitted with a Compliance Schedule detailing the deadline for installation and consequences for non-compliance. Surcharges as detailed in Appendix C shall apply.

Prior to installation and connection, each application for a connection permit which requires the installation of an interceptor or other specified equipment under these Regulations shall be accompanied by a design of such equipment for written approval by the District. Any variation from the design as submitted shall be permitted only after written approval of the District and shall be supplemented by an as-built design in the form required by the District. Final inspection of the service connection by the District will include inspection of such interceptor or equipment. The District reserves the right to require the frequency of interceptor pumping based on inspection, compliance and account history.

- A. Any business, restaurant, bar, tavern, school, medical center, nursing home or other establishment providing food service to its Customers, patrons, patients or members of the general public shall maintain and make available for inspection at all times a grease interceptor or other specified equipment so located and functioning that it will operate to capture grease and deleterious substances before entering the Public Wastewater System. Interceptors shall be located outside of the Improvements, be underground, and meet the specifications listed here and in Appendix H. The interceptor shall meet UPC specifications or as otherwise specified by the District and have a minimum waterline capacity of 750 gallons. Debris, sand and oil interceptors may be required for auto service, repair shops, and car washes based on the results of inspections, sampling and monitoring. The Customer shall be responsible for cleaning, maintaining and associated recordkeeping relating to the interceptor. Access to the interceptor shall be available to the District at all times. Failure to maintain and clean such trap shall constitute a violation of these Regulations and shall subject such violator to any penalty or other enforcement provision established under these Regulations.

- B. In the event that the Customer fails to properly maintain and operate such interceptor or other specified equipment, the District shall have the authority to correct any problem, impose changes, penalties and/or surcharges therefor, disconnect the Wastewater Service Line, terminate water service to the Licensed Premises, and/or to begin appropriate legal action upon five days Notice of Violation to the Customer. All costs incurred by the District in connection with the enforcement of this Section shall constitute a perpetual lien against the subject property until paid and may be collected in accordance with the provisions of the Act or these Regulations.
- C. In the event that any Customer subject to this Section desires to obtain a variance from the requirement for a grease interceptor or other specified equipment, such Customer shall submit a written application to the District setting forth the Customer's name; the description and street address of the Licensed Premises; the type of business and the nature of wastewater discharges into the Public Wastewater System; the reasons this regulation should not be applied to such property; and a general description of any fixture or apparatus presently used to collect wastes prior to discharge into the Public Wastewater System. Additionally, the Customer shall be required to provide sampling and testing of all discharges to the Public Wastewater System to substantiate the request for variance. The sampling and testing shall be completed by a mutually agreed upon environmental consulting firm during a reasonable and representative period of time at the Customer's cost. The District shall inspect such establishment and prepare a written report concerning wastewater effluent discharged into the Public Wastewater System from the Licensed Premises for Board review. The Manager will establish a date for a public hearing before the Board on the variance application. After such public hearing, the Board may grant a variance from these Regulations upon such terms and conditions as it may deem proper, or may deny such application. No variance shall be valid except for the Licensed Premises and Improvements specified in the application and to the Customer to whom the variance is issued. The variance is not transferable through either a change in property ownership, business type or business management. Non-residential rates detailed in Appendix C shall apply to the conditions of the variance.

6.9.2. Monitoring

The District will establish a schedule of inspections and monitoring to determine compliance with these Regulations. Inspections, monitoring and sampling shall be performed at least annually. Inspections may include visual observations of the interceptor's available capacity, physical condition and administrative review of records. Monitoring and sampling shall be performed to determine interceptor discharge compliance with discharge limits. Discharge limits for specific pollutants of concern are

listed in Appendix I. Non-compliance conditions shall be subject to additional surcharges and penalties as detailed in Appendix C.

Section 6.10. Self-Monitoring

The District may require Customers to perform self-monitoring of Non-residential wastewater discharges. Self-monitoring requirements include sampling, analysis by a commercial laboratory using approved EPA methods, recordkeeping and reporting. Any analytical costs incurred during a Compliance Schedule will be the Customer's responsibility. Monitoring frequencies are subject to change, based on results and compliance records. All categorical and other designated Customers are subject to self-monitoring requirements. The District reserves the right to adjust self-monitoring frequencies, as appropriate.

6.10.1. Frequency of Monitoring

Analyses for pollutants will be industry specific and determined by the District. Businesses that may be subject to self-monitoring include without limitation restaurants, automobile service and repair stations, film processors and dry cleaners.

- A. Restaurants may be required to sample and analyze for oil and grease twice per year. Oil and grease shall be sampled and analyzed in accordance with techniques approved by the EPA. Results shall be reported in mg/L.
- B. Automobile service and repair stations may be required to sample and analyze for VOC and TPH and specific metals twice per year. Discharges shall be sampled and analyzed in accordance with techniques approved by the EPA. Results shall be reported in Ug/L or Mg/L.
- C. Dry cleaners may be required to sample and analyze for VOC once per quarter. Dry cleaner discharges shall be sampled and analyzed in accordance with techniques approved by the EPA. Results shall be reported in Ug/L or Mg/L.
- D. Film processors may be required to sample and analyze for silver twice per year. Discharges shall be sampled and analyzed in accordance with techniques approved by the EPA. Results shall be reported in Ug/L or Mg/L.

Section 6.11. Compliance Monitoring.

The District shall perform compliance monitoring to determine if Non-residential wastewater discharges meet established discharge limits. Compliance monitoring for all identified businesses shall be performed at least annually.

- A. As a condition of issuance of any Pretreatment Permit, the Customer authorizes the District to enter the Licensed Premises of such Customer to determine

compliance with the requirements of this Section 6 and any terms of the Pretreatment Permit. Customers shall allow the District access to all parts of the Licensed Premises for the purposes of inspections, sampling, records examination and copying, and the performance of any other actions.

- B. If security measures exist, the Customer shall make arrangements for safe passage for District representatives to perform specific actions.
- C. The District has the right to set up sampling and metering devices on the Licensed Premises for the purpose of compliance monitoring.
- D. The District may require the Customer to install monitoring devices as necessary. The monitoring equipment shall be operated and maintained by the Customer at the Customers' expense. All devices used to monitor wastewater flow and quality shall be properly calibrated and records of calibration shall be retained.
- E. Unreasonable delays in access to the Licensed Premises shall be a violation of these Regulations and may result in penalties.
- F. If the District is denied access to the Licensed Premises and the District determines that there is a violation, the District may seek a court order authorizing the inspection of the Licensed Premises and the imposition of all costs associated therewith, including attorney's fees.

Section 6.12. Enforcement.

All Non-residential Customers with suspect discharges to the Public Wastewater System are subject to enforcement action with regards to discharge compliance and other administrative requirements. The progression of enforcement may include an initial verbal warning and shall include a first written Notice Of Violation and, if necessary, a second (or final) NOV. A written NOV shall be accompanied by a penalty, payable within a specific timeframe. No penalty shall accompany a verbal notification. Follow up inspections and/or sampling shall be performed to verify compliance. A verbal warning may be issued to Customers regarding interceptor maintenance and other infractions as deemed appropriate. A follow up inspection shall be performed within approximately one week to verify compliance. If the follow up inspection results in non-compliance, an initial NOV shall be hand-delivered to the Customer.

An initial NOV shall be issued to a Customer if results of the District's compliance monitoring indicate non-compliance. The initial NOV shall be accompanied by a penalty as detailed in Appendix C. Additionally, the Customer shall be responsible for all analytical costs. The District shall perform a follow up sampling and analyses of the Customer's discharge within a reasonable amount of time to determine compliance. If the results indicate non-compliance, a second NOV shall be issued with the accompanying penalty as detailed in Appendix C. The District shall perform a final monitoring to determine compliance. If there is continuing non-

compliance, a surcharge to the base non-residential rate shall be billed and remain in effect until compliance is achieved. Additionally, the District may terminate water or wastewater service as appropriate and/or begin appropriate legal action. The dates of such actions shall be detailed in the second NOV. The Customer shall be responsible for all analytical costs.

Administrative violations including without limitation failure to allow District access to inspect, insufficient recordkeeping, failure to report self-monitoring, and failure to comply with permit requirements, shall result in administrative penalties. A schedule of enforcement actions and associated penalties are set forth in Appendix C.

6.12.1. Compliance Schedule.

Based on the results of a District inspection, a Compliance Schedule may be required to install required sampling or pretreatment equipment. A Compliance Schedule will be no longer than six months from the issuance of an inspection result letter from the District. Any analytical costs incurred during a Compliance Schedule will be the Customer's responsibility. Surcharges will apply during the Compliance Schedule. If the Compliance Schedule is not completed on time, a higher-rate surcharge will be assessed and will remain in effect until compliance is achieved. A Compliance Schedule is considered complete when review/inspection has been conducted and approval issued by the District. Rates for surcharges applied to Compliance Schedules are set forth in Appendix C.

Section 6.13. Confidential Information.

Information and data on a Customer's operations obtained from reports, surveys, applications, permits, and monitoring programs and from the District's sampling and monitoring program shall be part of the public records, unless the Customer specifically requests a proprietary exemption, and is able to demonstrate to the satisfaction of the District that the release of such information would divulge proprietary information or trade secrets under State law. Any request for confidentiality must be made at the time of submission of such information and shall be subject to any provision of State law. All records shall be open to any governmental agency for uses related to the NPDES permit or pretreatment programs and in other enforcement proceedings. Effluent data shall not be recognized as confidential.

Section 6.14. Fees, Rates, Surcharges and Penalties.

Fees, rates, surcharges and penalties related to these pretreatment Regulations are set forth in Appendix C. Non-residential Customers shall be subject to sampling and monitoring requirements as detailed in a discharge permit. The District shall be responsible for routine compliance sampling, monitoring and analytical costs. However, if monitoring results in non-compliance, Customers will be responsible for those analytical costs in addition to non-compliance surcharges.

6.14.1. Non-residential Wastewater Service Charges.

Service charges for all Non-residential Customers contributing wastewater to the Public Wastewater System will be imposed monthly in accordance with the provisions of Appendix C.

A. **Non-residential Base Rates.** At the beginning of each operational year, the Board will establish a standard equivalent charge based upon the average monthly cost of service per equivalent tap, which will be used as the basis for determining service charges against all Customers. The base rate wastewater service charge for Non-residential Customers shall be equal to the standard equivalent residential charge times the number of tap equivalents for the Licensed Premises. This rate constitutes a Category 1 service account. Certain Non-residential Customers pose a higher risk to the Public Wastewater System than the Category 1 classification. This rate constitutes a Category 2 service account. Category 2 service accounts shall be assessed the Non-residential factor set forth in Appendix C. The Category 2 Non-residential factor shall be determined and reviewed annually by the Board.

B. **Non-residential Surcharges.** Non-residential Customers with potentially higher risk discharges shall be sampled by the District to determine compliance. The District must have access to a sampling port to perform this monitoring task. For initial sampling purposes, a Wastewater Service Line cleanout can serve as a sample port, if such line contains flows from the Non-residential processes. Customers that do not have sample ports shall be surcharged monthly for each tap equivalent. This rate constitutes a Category 3 service account. After a sample port has been installed and the discharge is in compliance with all Regulations, the Category 3 surcharge shall be removed, and the wastewater service charge shall be decreased to the base rate wastewater service charge.

If a Customer without pretreatment equipment installed has been sampled and found to be in compliance, no action will be taken. If a Customer without pretreatment equipment installed has been sampled and found to be in non-compliance, a higher surcharge will be charged monthly for each tap. This rate constitutes a Category 4 service account. The surcharge shall remain in effect until such Customer submits a Compliance Schedule indicating the type of pretreatment equipment that will be installed to achieve compliance and when the installation will be completed. The Compliance Schedule shall be reviewed and approved by the District. Once pretreatment equipment has been installed, the Category 1 surcharge shall be removed, and the service charges shall be decreased to the base rate wastewater service charge.

C. **Penalties for Excessive Wastewater Discharges.** Additional wastewater service charges for processing wastewater from all Non-residential Customers shall be

determined by compliance monitoring. The District shall determine discharge limits for suspect parameters that will be used as the basis for determining compliance with discharge limits. Constituent effects on the Public Wastewater System, biosolids, the environment and the health and safety of District personnel and the general public shall determine discharge limits. Violations shall be determined by sampling and monitoring performed by the District. After establishing the level of non-compliance in accordance with the District's compliance monitoring plan, the penalty shall be determined by the NOV schedule. For Non-residential Customers who discharge wastewater into the Public Wastewater System that is greater in flow and/or strength than the maximum parameters established by the District (as measured by quantity, suspended solids and BOD, or other pertinent parameters), such Customer shall pay a penalty for such excessive wastewater discharges at a rate determined by the District annually. The penalties shall reflect cost of collection, Treatment Facility operation and maintenance, and related expenses for processing such wastewater. The laboratory methods used in the analysis of such wastewater discharges shall be in accordance with relevant State and federal guidelines. Penalties under this Section shall be in addition to any other service charges under this Section.

- D. **Notice of Violation.** Notices of Violation shall be in writing. Verbal warnings will not result in a penalty. Written NOV's shall carry a penalty of increasing amounts from initial to second (or final). NOV's shall be issued when discharge limits are exceeded or when District inspection of records or facilities indicate non-compliance with the Regulations or terms of the discharge permit. Penalties shall be added to the monthly wastewater rates until the violation is remedied. Initial NOV shall be followed by an inspection within a reasonable time to confirm compliance. If non-compliance continues, a second NOV and additional penalty shall be imposed. If a follow up inspection results in compliance, no further action is required. The next violation shall be considered a separate incident.
- E. **Compliance Schedule.** An Customer will have six months to complete all work detailed in the Compliance Schedule. During that time, the Category 3 non-residential surcharge shall apply. If the Compliance Schedule deadline is not met, the Category 4 non-residential surcharge shall apply and remain in effect until the Compliance Schedule is completed. The categorical surcharges are set forth in Appendix C.

Excessive wastewater discharges shall be surcharged on a monthly basis, until the Customer can demonstrate that the wastewater discharge is in compliance, and the District has confirmed that fact. The Customer shall bear all expenses of laboratory analyses incurred by the District in addition to self-monitoring expenses.

6.14.2. Non-residential Cost Recovery.

In addition to all other charges under these Regulations, Non-residential Customers may be subject to annual charges for Non-residential cost recovery pursuant to the Federal Water Pollution Control Act Amendments of 1972, as amended, and the Colorado Water Quality Control Act, as amended, and all regulations promulgated in accordance with such laws, in amounts sufficient to recover pro-rated portions of capital facility grants utilized by the District. The charge for Non-residential cost recovery shall be equal to contributed measured flows and contained units by weight of BOD and suspended solids, multiplied by the unit rates of such charge as computed by the District, or as otherwise provided by law. Such charges will be established and assessed by the District against any Non-residential Customer who is subject to the imposition of such Non-residential cost recovery charges under federal or State laws or in accordance with any contract, grant or agreement to which the District is a party.

SECTION 7

Main Extensions and Cost Recovery

Section 7.1. Main Extensions.

7.1.1. Application for Main Extension.

An application for any extension of a wastewater Main shall be submitted by the Applicant upon forms provided by the District. The application shall be accompanied by payment of an amount determined by the District as a preliminary deposit for engineering services related to estimating the costs of the Main extension. The application shall contain a description of the Parcel of Land and the type of uses for which water or wastewater service is requested. After preliminary review of such application by the Manager, the application will be referred to the District Engineer to prepare a preliminary cost estimate of the Main extension, including engineering, administrative fees and construction costs. After reviewing the preliminary cost estimate, the Applicant shall advise the District if it wishes to proceed with the Main extension in accordance with the procedure summarized in Appendix D and, if so, shall deposit funds sufficient to pay all engineering design and other preconstruction costs of the Main extension. The Applicant shall also submit a written request for cost recovery of such Main extension, if cost recovery is available in accordance with Section 7.2.

7.1.2. Bids for Construction.

After the preliminary cost estimate has been approved by the Applicant, sufficient funds for preconstruction costs have been deposited with the District, and concurrent approval has been received from any regulatory agency and/or governmental authority having jurisdiction over the Main extension, the District Engineer will prepare all necessary plans, drawings, specifications and bidding forms for the construction of the Main extension. If the District participates in funding the Main extension, the Board, in its discretion, shall determine whether public bids will be solicited for the project work in accordance with statutory requirements. If the District does not participate in funding the Main extension, then at the option of the Applicant, the District will solicit public bids for the work, or the Applicant may select a contractor acceptable to the District and agree to the price for such construction work with the contractor, subject to the District's continuing management of all project work and execution of a contract between the District and the contractor.

7.1.3. Engineering and Supervision of Construction.

All water or wastewater Main extensions connecting to the Public Water or Wastewater System shall be planned, designed, engineered, constructed and inspected, and material and workmanship shall be specified by the District and the District Engineer. The District will determine the location, width and extent of any necessary easement or rights-of-way if the Main extension is not within a public street. The Applicant shall comply with all specifications of the District and other requirements established by the Manager. Engineering fees will be established by the District and included in the costs of the project.

7.1.4. Construction Contract.

Construction of the Main extension shall be commenced only after the District has been provided with (i) adequate funding or guarantees for completion of project work; (ii) an executed copy of the construction contract in form acceptable to the District; (iii) all guarantees and bonds required by the District on forms approved by the District; (iv) the contractor's certificate of general liability and property damage insurance in the requisite amounts; (v) workmen's compensation insurance or a certificate showing compliance with the Workmen's Compensation Act of Colorado; and (vi) if necessary, an easement for the Main extension in form acceptable to the District.

7.1.5. Easement.

As a condition of receiving wastewater service from the District and of extending Facilities to serve the Licensed Premises, each Customer shall be deemed to have granted to the District an easement for all wastewater Mains, related appurtenances and equipment of the District or for which the District has responsibility that are reasonably necessary to furnish service to the Customer and that are located on any Parcel of Land owned or controlled by the Customer. If requested by the District, before water or wastewater service is activated, the Customer shall execute the District's standard form of easement granting to the District, at no expense, satisfactory easements for the location of wastewater Mains, appurtenances and equipment on or across any Parcel of Land owned by the Customer of such width and configuration as is satisfactory to the District. In the event that the Customer shall divide any Parcel of Land in such manner that one part shall be isolated from streets where wastewater Mains are accessible, the Customer shall grant or reserve an easement for wastewater service over the part of the Parcel of Land adjacent to wastewater Mains for the benefit of the isolated part. Any Wastewater Service Line that crosses property other than the Licensed Premises actually served and which is designated as a Wastewater Service Line shall be located within an easement acquired at the expense of the Customer and in form approved by the District. If classified as a Wastewater Service Line, such line shall be owned and maintained by the Customer, subject to future dedication to the District for public use.

7.1.6. Cost of Construction.

- A. **Actual Costs.** The Applicant shall pay all costs for the construction of any Main extension, including without limitation all engineering and District administrative fees, costs or deposits for preliminary studies, and any expense involved in acquiring easements or rights-of-way for such Main extension. In addition, the Applicant shall pay the District for all expenses incurred in obtaining agency approval for such Main extension.

- B. **District Participation in Water or Wastewater Facilities.** Upon application to the District, the Board may, in its discretion, approve the District's participation in the costs of constructing (i) an oversized wastewater Main or (ii) other qualifying Facilities, subject to any terms and conditions imposed by the Board. To be eligible for District cost participation, the subject Facilities shall be constructed to serve one or more Single-Family Dwellings, Multi-Unit Dwellings or other Separate Buildings situate within an area of the District or a Contracting District. The District will not participate in the costs of construction of over-sized wastewater Main or other Facilities, if the Board determines that it is not economical or financially feasible or otherwise in the best interests of the Public Wastewater Systems. The amount of the District's participation in the costs of constructing such Facilities shall be determined by the Board, in its discretion, prior to the award of contract for construction of the Main extension or other Facilities. In the event that the District has previously participated in the costs of constructing Facilities to serve the subject area, the amount of the District's cost participation may be reduced, as determined in the Board's discretion, in order to fairly prorate the total costs of providing Facilities to the subject area. The aggregate amount of the District's cost participation shall not exceed the actual costs of constructing such Facilities. The amount of the District's participation shall reduce the sum otherwise required to be deposited by the Applicant under this Section 7.

7.1.7. Acceptance.

No wastewater Main extension shall be accepted by the District for ownership and maintenance, nor will any License be issued to the Applicant, until satisfactory evidence is presented to the District reflecting: (i) completion of all project work in accordance with approved plans and specifications; (ii) full payment for all project costs and fees; (iii) the satisfactory raising of manholes to street level and proper surfacing of streets; (iv) the assignment by the Applicant of any rights in warranties, bonds or guarantees affecting such wastewater Main as required by the District; (v) the conveyance of any necessary rights-of-way or easements therefor; and (vi) receipt by the District of two copies of as built drawings.

Section 7.2. Cost Recovery Policy.

7.2.1. General Provisions.

The provisions of this cost recovery policy apply to all wastewater Main extensions in the District. In all cases, the subject Facilities shall be constructed by the District in accordance with the District's specifications and shall be, at all times, the property of the District. Cost recovery contracts with the Applicant shall be approved by the Board prior to commencement of construction of the Facilities and will be based upon the cost of constructing and installing standard size wastewater Mains and Facilities necessary to adequately supply service. Such costs generally include the costs of all engineering, materials, labor, and rights-of-way, together with all incidental and overhead expenses. If special items and related costs of completion are incorporated into the specifications to meet local construction conditions, such costs may also be included. In circumstances where, because of the application of the provisions of this policy, either the Applicant for service or the District would be unduly burdened, or where speculative developments are involved, the District reserves the right to consider cost recovery in such situations independently based upon specific expenses without adherence to the provisions of this Section.

7.2.2. Eligible Facilities.

Upon application to the District, the Board may, in its discretion, enter into a contract with an Applicant to recover the costs of constructing wastewater Facilities, subject to any terms and conditions imposed by the Board. To be eligible for cost recovery, such Facilities must be constructed to serve one or more Single-Family Dwellings, Multi-Unit Dwellings or other Separate Buildings situate within an area of five acres or more within the District or in any area which is immediately contiguous to the District. The District will not allow the recovery of costs of constructing such Facilities if the Board determines that it is not economical or financially feasible or otherwise in the best interests of the Public Wastewater System. The amount and method of cost recovery for constructing such Facilities shall be determined by the Board, in its discretion, prior to the commencement of construction of such Facilities (subject to adjustment for actual costs). Further, the Board, in its discretion, may authorize special charges in addition to the District's regular fees and charges to be assessed against other Customers connecting to such Facilities and may pay such special charges to the Applicant in order to recover the pro-rata costs of constructing such Facilities. In no event shall such special charges exceed the net costs of constructing such Facilities after consideration of any other cost recovery or participation payments to be made by the District. In the event that the District has previously funded or participated in the costs of constructing Facilities to serve the subject area, the amount of cost recovery for such Facilities may be reduced as

determined by the Board in order to prorate the total costs of providing wastewater Facilities to such area. The aggregate amount of cost recovery and special charges for such Facilities paid to the Applicant shall not exceed the actual costs of constructing such Facilities without interest. Cost recovery payments to the Applicant shall not extend over 15 years from completion of such Facilities. All terms of the cost recovery agreement shall be set forth in a contract between the Applicant and the District, which shall be prepared by the District's attorney at the expense of the Applicant.

SECTION 8

Rates, Fees and Charges

Section 8.1. General.

8.1.1. Establishment of Rates, Fees and Charges.

Rates, fees and charges for the various categories and classifications of water and wastewater services furnished by the District shall be fixed and established by the Board from time to time and shall be set forth in Appendix C. In the event of a conflict between Appendix C and this Section 8, the Board shall determine which shall control.

8.1.2. Perpetual Lien.

Until paid, all fees, rates, tolls, penalties or charges due to the District in accordance with these Regulations or any contract shall constitute a perpetual lien on and against the property served, and such lien may be foreclosed in accordance with the Act.

8.1.3. Joint Liability.

The District shall have the right to charge any Customer, including both the occupant and owner of the Licensed Premises, who is delinquent in payment of any rate, toll, fee, charge or penalty, all legal, court and other costs necessary or incidental to the collection of such account, including attorneys fees, and such costs of collection shall be secured by a perpetual lien until paid. The occupant and owner of the Licensed Premises shall be equally liable for any rate, toll, fee, charge or penalty of the District. Any agreements entered into between Customers, property owners, or other Persons with regard to responsibility for payment of rates, tolls, fees, charges and penalties of the District shall be of no force and effect upon the District, and the District may collect its rates, tolls, fees, charges and penalties from any Person responsible hereunder for payment.

8.1.4. Change of Rates, Fees and Charges.

The Board shall have the authority to change the water and wastewater rates, fees and charges at any time and from time to time.

8.1.5. Payment of Bills.

- A. Bills for water and wastewater service will be issued monthly. The term "month" for billing purposes means the period between any two consecutive regular readings by the District of the water meter at the Licensed Premises, such readings to be taken as nearly as may be practicable every 30 days. During winter months or if the District is unable to read a meter after reasonable effort, the Customer will be billed on an estimated usage based on the best available information. The initial, final or regular monthly bill for service will be for a period of not less than 25 days or more than 35 days. Upon request, the District will perform and document a special meter reading during the billing period upon payment of a meter charge in accordance with Appendix C, but the normal billing of any Customer account will not be affected thereby.
- B. All bills for service are due and payable at the business office of the District or such other address designated by the District not later than the due date shown on the bill and shall bear a delinquency and/or late charge for any delinquent Customer account at the rate of 1% on the unpaid balance thereof per month. A delinquency penalty of \$15 shall be charged for any past due Customer account not paid within 50 days of the billing date. If water and wastewater service charges are combined on the same bill, the delinquency and/or late charge and delinquency penalty referred to herein shall apply to the combined bill and will not be assessed separately. The bill will be considered as received by the Customer when mailed or delivered to the Licensed Premises, or to the designated address of the owner of the Licensed Premises if the owner of the Licensed Property is not the actual Customer and authorizes the mailing of bills to such location, or to another location that has been agreed upon by such owner and the District. Final, weekly and special bills, and bills for connection and reconnection are due on presentation. If the Customer fails to receive a bill, the District upon request will provide an accounting of the Customers' monthly bill. Failure to receive a bill shall not exempt the Customer from payment for services furnished.
- C. Any Customer account which has been shut off due to non-payment or is scheduled to be shut off must be paid in full in cash or certified funds to prevent shut-off and arrange restoration of service.
- D. Until paid, all such fees, rates, penalties or charges shall constitute a first and perpetual lien on and against the property served, and any such lien may be foreclosed or collected in the manner set forth in the Act. The lien shall include, and the District shall be entitled to recover all collection costs, including without limitation attorneys' fees, county fees, court costs and recording fees. If a lien has

been filed by the District, a minimum charge of \$100 must be paid to release such lien.

- E. If a Customer gives notice to the District prior to the time when payment is due that the correctness of the bill is disputed stating reasons therefor, the District will investigate the complaint. Such notice disputing correctness of a bill shall not constitute sufficient reason for withholding payment. If the bill is found to be incorrect, the District will refund the amount of overpayment or credit the amount of overpayment to the Customer's next bill. If the bill is determined to be correct, the District may collect reasonable fees and expenses incurred in connection with such investigation.

8.1.6. Customer Account.

The District will exercise all reasonable means to assure accurate computation of all bills for water and wastewater services. In event of error, the District shall refund to the Customer the amount of any overpayment or credit the amount of the overpayment to the Customer's next bill. The District shall have the right to collect from the Customer the amount of any undercharge regardless of the date or duration of such billing error, subject to any statutory limitations. No charge for an error in any billing that dates back more than six years from the date of such corrected billing will be imposed or collected, except under circumstance of fraud.

Section 8.2. Availability of Wastewater Service.

Wastewater service shall be available to Customers within the District only in accordance with these Regulations and on the basis of the rates, fees and charges set forth in Appendix C, subject to (i) all penalties and charges for violations thereof, and (ii) the availability of Facilities, supply and capacity of the Public Wastewater System.

8.2.1. Residential Service.

- A. **Definition.** Residential wastewater service is the furnishing of wastewater service for the exclusive use of the Customer for domestic purposes in a Single-Family Dwelling or a Dwelling Unit in a Multiple-Unit Dwelling. Service to appurtenant Improvements, including without limitation garages, barns and other structures for residential use shall also be authorized under the License for the Licensed Premises.
- B. **Availability.** Residential wastewater service is available to Customers within the District, subject to the issuance of a License.

8.2.2. Non-residential Service.

- A. **Definition.** Non-residential wastewater service is the furnishing of wastewater service to Non-Residential Improvements for the exclusive use of a Non-residential Customer.
- B. **Availability.** Non-residential wastewater service is available to Customers within the District.

8.2.3. Inactive Service.

- A. **Definition.** Inactive water or wastewater Service may be authorized (i) for Stub-Ins prior to the activation of service or (ii) when a residential or Non-residential water or wastewater Tap is converted to inactive status commencing 12 months after the date of issuance of the License in accordance with other provisions of this Section 8 or (iii) for a residential property due to the abandonment of the dwelling on the property, condemnation of the dwelling on the property or any County plat redevelopment action that basically makes the dwelling on a property uninhabitable or (iv) for a Non-residential property that has not used its water and wastewater taps for a minimum of one year.
- B. **Availability.** Inactive water or wastewater service is available to Applicants within the District or any Contracting District. Inactive status for a water and wastewater tap may only be requested by the property owner and any tenant's request will be referred back to the property owner. Ownership must be certified to the District by property deed.
- C. **Inactive Charges.** The monthly charge for inactive water or wastewater service is set forth in Appendix C and shall commence (i) 12 months after the date of issuance of the License and shall continue until such time as water or wastewater service is activated to the Licensed Premises or the inactive Tap is terminated or (ii) when a residential or Non-residential active water and wastewater tap equivalent have been converted to inactive status in accordance with Section 8.2.3 (A). In the event of non-payment of inactive fees for a one year period, the taps would be forfeited back to the District.
- D. **Reactivate.** To reactivate a tap from inactive status, the property owner must pay a \$100 per tap reactivation fee.

8.2.4. Public Authority Service.

- A. **Definition.** Public Authority wastewater service is the furnishing of wastewater service to publicly owned and operated facilities and projects of general public benefit in accordance with the EMD District's water supply policy as set forth in Appendix E.
- B. **Availability.** Public Authority wastewater service is available to governments located within the District.

Section 8.3. Water Rates, Fees and Charges.

8.3.1. Applicability

All water service fees are defined in the Evergreen Metropolitan District's rules and regulations. The fees associated with all water service are set by the Board of Evergreen Metropolitan District, and are passed through to customers in the District. Such fees are itemized in Appendix C of these regulations.

Section 8.4. Wastewater Rates, Fees and Charges.

8.4.1. Residential System Development Fee.

A connection fee shall be charged by the District for the proportionate cost of utilizing facilities already constructed by the District and for future expansions of and improvements to the public wastewater system necessitated by the application and acceptance for service of new Residential Service Customers. The connection fee shall be assessed in addition to all other fees and charges imposed under these Regulations. All SDF fees shall be paid at the time of issuance of the License as set forth in Appendix C. Where there is an addition to, or remodeling of an existing Residential Improvement, which increases the number of Dwelling Units on the Licensed Premises, an additional SDF fee shall be assessed according to the usage classification as set forth in Appendix C. Where the Improvements on the Licensed Premises consist of any combination of uses as defined in these Regulations, the SDF fee will be determined in each case according to the classifications set out in these Regulations or any combination thereof.

8.4.2. Non-residential Rates, Fees and Charges.

- A. **Administrative Review and Inspection Fee.** The District shall conduct an initial administrative review associated with a Non-residential connection with regards to Non-residential pretreatment. If the Non-residential connection does not require pretreatment, no further inspection fees apply. If the Non-residential

connection requires pretreatment, an inspection fee for the connection to the system shall be assessed regarding pretreatment processes installed on the Licensed Premises. Additionally, a Non-residential wastewater discharge permit application shall be submit to the District. Initial and final inspections are included in the inspection fee, and if subsequent inspections are required, an hourly rate determined by the Board shall be charged. Subsequent inspection fees shall be proprietor-induced.

- B. **Non-residential Connection Fee.** A Non-residential connection fee shall be paid to the District for wastewater service before a Non-residential account shall be allowed to physically connect to the Public Wastewater System. The amount of such fee shall be determined in accordance with Appendix C and reviewed by the District annually. If, by administrative review, a Non-residential Service is determined to require pretreatment devices, a Non-residential wastewater discharge permit shall be issued to the owner of the Licensed Premises detailing the requirements of the pretreatment devices.
- C. **Non-residential SDF.** SDF fees for any Non-residential Wastewater Service connection shall be determined in accordance with the Non-residential SDF Fee Table set forth in Appendix C based upon the tap equivalents of such connection. In the absence of water service the Board reserves the right to determine the SDF fee to be imposed thereon based on the nature of the non-residential use, content and loadings, the number of projected Personnel, and the number of fixture units contained therein. Normally the tap equivalents of any non-residential wastewater service connection shall be calculated based upon the estimated annual water consumption (exclusive of irrigation) and wastewater flows from such connection, as determined by the Manager after review of various water consumption and wastewater loading indicators, including but not limited to Fixture Units, water or wastewater tap size, and gpm design flows and loadings and estimated annual water usage and wastewater loadings by tap equivalents as set forth in Appendix C. The annual water consumption and wastewater loadings of any such connection will be reviewed by the District after two years of actual wastewater service, and an adjustment of the connection fee will be made if the actual water consumption and wastewater loadings averaged on an annual basis over the two-year period is different than the estimated annual water consumption and wastewater loadings. If the actual water consumption and wastewater loadings of such wastewater service connection increases thereafter because of a change in the nature of water usage and wastewater loadings thereby placing such connection in a higher tap equivalency classification for a period of two or more years consecutively, the District may charge an additional SDF fee based upon such higher tap equivalency classification calculated at current rates as set forth in Appendix C. Any refund or additional charge of a SDF fee shall be made to the

owner of the subject property at the time of such review. SDF fees for non-residential wastewater service connections with estimated annual water consumption and wastewater loadings in excess of the amounts set forth in Appendix C shall be determined by the Board.

- D. **Wastewater Service Charges.** At the beginning of each operational year, the Board will establish a standard equivalent charge based upon the average monthly cost of service per Single Family Dwelling, which will be used as the basis for determining service charges against all residential Customers. The base rate wastewater service charge for Non-residential Customers shall be equal to the standard equivalent residential charge times the relevant tap equivalents. Specific commercial accounts that pose a higher risk to the Public Wastewater System will be adjusted with a non-residential factor. The non-residential factor shall be determined and reviewed annually by the District, and is set forth in Appendix C.
- E. **Surcharges.** Certain Non-residential Customers pose a higher risk to the Public Wastewater System than other Customers. Those Customers identified with potentially higher risk discharges shall be sampled by the District to determine compliance. The District must have access to a sampling port to perform this monitoring task. For initial sampling purposes, a Wastewater Service Line cleanout can serve as a sample port, provided this line handles flow from the Non-residential processes. Businesses that do not have sample ports shall be surcharged per tap equivalent per month, to be determined by the District and reviewed annually in addition to the Non-residential base rate. Once a sample port has been installed and the discharge is in compliance, the surcharge shall be removed and the service charges shall be decreased to the base Non-residential rate.

If an account without pretreatment equipment installed has been sampled and found to be in compliance, no action is taken. If an account without pretreatment equipment installed has been sampled and found to be in non-compliance, a higher surcharge per tap equivalent per month, to be determined by the Board and reviewed annually, shall be charged. The surcharge shall remain in effect until the Customer submits a Compliance Schedule indicating the type of pretreatment equipment that shall be installed to achieve compliance, and when the installation shall be completed. The Compliance Schedule shall be reviewed and approved by the District. Once pretreatment equipment has been installed, the surcharges shall be removed and the service charges shall be decreased to the new non-residential base rate. These surcharges are set forth in Appendix C.

- F. **Improper Use Charge.** After review of all material facts at a public hearing called for such purpose, at which the owner of the Licensed Premises may appear

in person and/or by attorney, the Board may, in its discretion, impose a charge for any use of the Public Wastewater System contrary to these Regulations, or for any other improper use thereof in violation of a rule, order or directive of a court, the Board or a regulatory agency having jurisdiction over the Public Wastewater System, in an amount to be determined by the Board based upon the nature, extent and duration of such improper use. Such charge shall be paid to the District before wastewater service is resumed to the Licensed Premises.

- G. **Notice of Violation.** NOV's may be verbal or written. Verbal warnings do not carry a penalty. Written NOV's shall carry a penalty of increasing amount from initial to second (or final). Written NOV's shall be issued when discharge limits are exceeded and when District inspection of records or facilities indicate non-compliance with Regulations. Penalties shall be an added fee to the monthly wastewater rates until the violation is remedied. Initial NOV shall be followed by an inspection, within a reasonable time, to confirm compliance. If non-compliance still exists, a second NOV and accompanying penalty shall be imposed. If a follow-up inspection results in compliance, no further action is required. The next violation shall be considered a separate incident. Excessive wastewater discharges as detailed above shall be surcharged on a monthly basis, until the Customer can prove the wastewater discharge is in compliance, and the District can confirm that fact. The Customer shall bear all expenses of laboratory analyses incurred by the District in addition to self-monitoring expenses. Fees associated with rates, surcharges, penalties and violations are set forth in Appendix C.
- H. **Penalties for Non-compliance.** Additional wastewater service charges for processing wastewater from all Non-residential Customers shall be determined by compliance monitoring. The District shall determine discharge limits for parameters of concern that will be used as the basis for determining compliance with discharge limits. Constituent effects on the Public Wastewater System, biosolids, the environment and the health and safety of District personnel and the general public shall determine discharge limits. Violations shall be determined by sampling and monitoring performed by the District. After establishing the level of non-compliance in accordance with the District's compliance monitoring plan, the penalty shall be determined by the Notice of Violation schedule.

Section 8.5. Differential Fees and Charges.

Whenever the District has installed wastewater Mains or Facilities within areas not served or not adequately served by the Public Wastewater System, the Board, in its discretion, may establish different rates, fees and charges for all new connections to and use of the Facilities within such area, in addition to the regular system development fees assessed under these Regulations. The

costs of furnishing such different Facilities, including all capital interest or income expenses, may be prorated among the potential new Customers using such Facilities on a Tap equivalent basis or upon any other formula determined appropriate by the Board. Such proportionate costs may, in the Board's discretion, be assessed as an additional system development fee at the time of activation of wastewater service to the Licensed Premises and/or as a wastewater service charge until paid in full, including escalating fees and charges in relation to the initiation of use of such Facilities. The Board, at the time of making any such Facilities available for public use, shall establish by resolution specific rates, fees and charges for connection to and use of such different Facilities and shall accurately describe therein the area subject to such differential rates, fees and charges.

Section 8.6. Wastewater Transfer Fee.

If a wastewater License that is otherwise transferable in accordance with Section 5.3.13 is transferred to a property other than the Licensed Premises, a transfer fee shall be charged to the transferee at the time of application for wastewater service as follows: if such wastewater License is transferred from the Licensed Premises to another Parcel of Land each owned by the same Person or a related entity in accordance with Section 5.3.13, a fee in an amount equal to ten percent (10%) of the system development fee in effect on the date of such transfer. No transfer fee shall be imposed for the reconnection of a wastewater Tap within the Licensed Premises because of the replatting of the land described in the License.

SECTION 9

Inclusion and Exclusion of Property

Section 9.1. Inclusion.

Where it is desirable and technically feasible to provide water or wastewater service to a Parcel of Land located outside the District, it shall be necessary prior to furnishing such service to include such property into the District or a Contracting District in accordance with the terms of the Act. All Improvements on any Parcel of Land to which water or wastewater service is furnished shall be included within the boundaries of the District. The Applicant shall submit a petition for inclusion and shall pay an inclusion fee as established by the Board.

9.1.1. Inclusion Procedure.

The procedure for inclusion is specified in the Act. That procedure is summarized here in order that the Person petitioning for inclusion may be advised of the general requirements:

- A. The Applicant should first contact the District Manager in order to determine whether or not the Public Water or Wastewater System is physically capable of furnishing service to such property.
- B. If it is determined that the Public Water or Wastewater System can serve such property, the Applicant must furnish a complete and accurate legal description and address of the Parcel of Land to the District on such petition form as is prescribed by the District. The petition shall be submitted by the fee owner or owners of such Parcel of Land and be acknowledged in the same manner as required for the conveyance of land. The petition shall be accompanied with payment of the inclusion fee as specified in Appendix C. The District's attorney will then review the petition to be certain that it meets all legal requirements.
- C. The District will cause a notice of hearing on the petition to be published in a newspaper of local circulation in the District setting forth the time and place for such hearing. The petition may not be withdrawn after filing with the District.
- D. Upon completion of publication and payment of all requisite fees, the Board will consider the petition at the public hearing. The Board's decision shall be final and conclusive. If approved, the Board will direct the District's attorney to obtain a court decree ordering the inclusion of the subject property into the District. The District may attach any terms and conditions considered necessary by the Board, in its absolute discretion, to the inclusion of such property. If the Board imposes

such terms and conditions, then the inclusion of such property shall be subject to all such terms and conditions. A certified copy of the court order will be recorded in the County Clerk and Recorder's office, at which time the property becomes included within the District. The inclusion process ordinarily takes 40 to 60 days after the petition has been submitted.

9.1.2. Inclusion Fee.

For any property accepted for inclusion within (i) the District for wastewater service, the Applicant shall pay an inclusion fee in the amount set forth in Appendix C. For purposes of determining the tap equivalency value hereunder, the calculations for any particular type of Improvement listed in Appendix C shall apply. If the property to be included is unimproved at the time of inclusion, the Applicant shall estimate the number of equivalent units to be served within the area of inclusion and pay the appropriate fee; the District shall not be obligated to provide service to more than the number of equivalent units so determined by the Applicant. If at a subsequent time the owner of such property requests additional Taps the Board may, in its discretion, allow additional Taps to be made to the Public Wastewater System, upon such terms and conditions as the Board may impose and after payment of the current inclusion fee and any other fees or charges for such additional Taps. Each petition for inclusion and a request for amendment of the water service agreement with EMD shall be accompanied by full payment of the inclusion fee, which will not be refunded except as herein provided. Under such circumstances as are deemed appropriate, in the Board's discretion, any inclusion fee paid less any cost incurred by the District may be refunded to an Applicant who is unable to successfully complete the inclusion of property into the District.

Section 9.2. Exclusion.

9.2.1. Exclusion of Property.

Real property within the District may be excluded from the District upon proper petition being filed by the owners of the Parcel of Land sought to be excluded and payment of the requisite fees for exclusion as specified in Appendix C. A Public hearing shall be held upon each petition for exclusion after publication of notice. The District will furnish all necessary forms. Exclusion of property from the District shall not excuse the liability of such property for the charge or lien of any bonds existing at the time of the exclusion. All unpaid charges, taxes and liens shall be fully paid by the Applicant at the time of filing the petition. It shall be the policy of the Board to grant exclusions only if (i) the District is unable to serve the property, (ii) in serving the property, the District would be duplicating existing wastewater service, or (iii) the inclusion of the property into the District was improper. The decision of the Board upon any petition for exclusion shall be made at the time of public hearing thereon. The Board's decision shall be final and conclusive. The District may attach any terms and conditions considered necessary by

the Board, in its discretion, to the exclusion of any property from the District. If the Board imposes such terms and conditions, then the exclusion of such property shall be subject to all such terms and conditions.

9.2.2. Exclusion Fee.

For any property approved for exclusion from the District, the Applicant shall pay an exclusion fee in the amount set forth in Appendix C or as determined by the Board. The District may attach any terms and conditions considered necessary by the Board, in its discretion, for the exclusion of the property from the District. Such property shall also be subject to any obligation of the District established pursuant to the Act. Under such circumstances as are appropriate, in the Board's discretion, any exclusion fee paid less any costs incurred by the District may be refunded to an Applicant who is unable to successfully complete the exclusion of property from the District.

West Jefferson County Metropolitan District

APPENDIX A

Procedure for Public Hearings

Except where special circumstances require otherwise, the formal hearing by the Board of Directors on petitions for inclusion or exclusion of properties into or from the District, or on any other matter requiring a public hearing, will be conducted according to the following procedure:

1. Statement by or on behalf of Applicant - time not to exceed 15 minutes;
2. Statement in opposition thereto presented by a designated Person representing objectors - time not to exceed 15 minutes;
3. Evidence on behalf of Applicant;
4. Evidence on behalf of objectors;
5. Evidence and statements presented by members of Board, attorney and engineer, etc.;
6. Argument by Applicants - time not to exceed 5 minutes;
7. Argument by objectors - time not exceed 5 minutes;
8. Reply by Applicant - not to exceed 2 minutes;
9. Any order or action by Board.

At any time when there is more than one Applicant or more than one objector, such parties shall select not more than two of their group to make arguments and to present evidence on behalf of such group. At such hearings, only evidence pertinent to the statutory and/or duty of the Board in regard to such matter shall be presented, and no statements, documents, or evidence not pertinent to this shall be acceptable.

West Jefferson County Metropolitan District

APPENDIX C

Schedule of Rates, Fees and Charges

C.1 Rate and Fee Schedule

C.1.1 Contractor License Fee.

Each Applicant for a License to do business within the District as a licensed plumber, drainlayer or contractor shall pay the fees as detailed below:

- a. For processing, review of the application, and administration of the initial License to perform wastewater or water work within the District, which is valid for a two-year period, a fee of: \$40.
- b. For renewal of each License for each continuous two-year period after the original issuance, a fee of: \$20.
- c. For renewal of a license that has expired, the applicable fee as set forth in this Section C.1.1.

C.1.2 Fee for Inspections and Connections/Disconnections.

Each Applicant for a License to connect or disconnect any Improvements to the Public Wastewater or Water System shall pay the fees as detailed below:

- a. Before the connection or disconnection of any Wastewater or Water Service Line to or from the Facilities, there shall be paid to the District, at the time of issuance of the connection or disconnection License, a fee for the inspection of each such connection or disconnection as follows:

An inspection fee for any wastewater or water service line section minus the actual connection: \$100

An inspection fee for wastewater and water connections of: \$100

An inspection fee for a call-back on a meter set: \$100

An inspection fee for disconnections of: Determined by Manager based upon costs.

- b. In the event such connection or disconnection requires the tapping of the public Wastewater Main, the District shall perform the tapping operation, and the Applicant for the connection or disconnection License shall pay the costs for any materials and a tapping charge for each such connection or disconnection as follows:

A fee for connections of:	\$118
A fee for disconnections of:	Determined by Manager based upon costs in the approximate amount of \$900

- c. In the event such connection includes setting the water meter, an additional charge for the actual cost of such meter, plus 18%.
- d. An initial administrative review fee for a Non-residential connection in connection with a Pretreatment Permit shall be paid to the District. Costs associated with this review are found elsewhere in Appendix C.

C.1.3 Inspection Fee for Stub-ins.

Each Applicant for a License to install any Stub-in connection for Wastewater or Water Service Lines shall pay the fees as detailed below:

- a. For a Stub-in connection to the Public Wastewater or Water System, there shall be paid to the District, before issuance of the Stub-in License, a fee for the inspection of each such Stub-in connection of: \$450.
- b. In the event such Stub-in connection requires the tapping of the Public Wastewater or Water Main, the District shall perform the tapping operation, and the Applicant for the Stub-in License shall pay the costs for any materials and a tapping charge for each such Stub-in connection of: \$118 together with all costs for Wastewater Stub-in connections, and \$450 for Water Stub-in connections.
- c. In such instance, any inspection fee and tapping charge levied under this Section C.1.3 at the time of making the Stub-in connection shall be in addition to all inspection fees, tapping charges, connection fees and other fees and charges currently assessable under these Regulations, and nothing contained herein shall be construed as a waiver of the current fees for such connection.

C.1.4 Inclusion Fee.

For any property approved for inclusion within the District, the Applicant shall pay an inclusion fee, which shall be paid at the time of filing of the petition for inclusion, in an amount equal to:

- (1) Either \$500 or, if greater, the actual administrative costs incurred by the District in processing the petition for inclusion. A deposit of \$500 is required for each petition for inclusion;
- (2) A fee of \$1,000 per equivalent unit for the number of wastewater equivalent units to be served; and
- (3) A fee of \$5,000 per equivalent unit for the number of water equivalent units to be served.

C.1.5 Exclusion Fee.

For any property approved for exclusion from the District, the Applicant shall pay an exclusion fee of: \$500, together with all costs incurred by the District to process such exclusion. Each petition for exclusion shall be accompanied by full payment of the exclusion fee, which will not be refunded except as herein provided.

C.1.6 System Development Fee.

- a. Residential Development. System development fees for any residential service connection shall be determined as follows:

<u>Classification</u>	<u>Unit Size (gross sq. ft.)</u>	<u>Wastewater Equivalent</u>	<u>Wastewater Fee</u>	<u>Water Fee</u>
1. Single Family Dwelling		1.00	\$18,000	\$18,000
	<1250sf	.50	\$ 9,000	\$ 9,000
2. Multi-unit Dwelling:		1.00	\$18,000	\$18,000
	<1250sf	.50	\$ 9,000	\$ 9,000

Where there is a conversion of a Single Family Dwelling to a residential Multi-Unit Dwelling or an alteration of a Single Family Dwelling or a Residential Multi-Unit Dwelling to increase the unit size or to add additional Dwelling Units, an additional system development fee shall be charged for each additional tap equivalent contained therein in accordance with the above classifications.

- b. Non-residential Connection. System development fees for any non-residential wastewater service connection are set forth in this Appendix C-1.
- c. Irrigation Water Service. The system development fee for an irrigation only water service connection shall be (i) 50% of the system development fee for the first Non-residential tap equivalent and (ii) 25% of the system

development fee for each additional Non-residential tap equivalent as set forth in Appendix C-1.

- d. Transfer Fee. A fee of \$1,000 for each equivalent unit shall be charged for the transfer of any water or wastewater License authorized under the Regulations.

C.1.7 Disconnection or Reconnection Fee.

In the event that wastewater or water service is discontinued to any Licensed Property because of (i) non-payment of service charges or other fees, (ii) a violation of these Regulations, or (iii) failure to comply with any duly promulgated order of the Board of any other federal, State or local regulatory agency, service to such Licensed Premises shall not be resumed until the Customer corrects the matter causing the termination of service; satisfies any claim of, or lien filed by, the District against such property; and pays a disconnection or reconnection fee of \$30 and a reconnection fee of \$30 for a total of \$60, together with all costs incurred by the District to complete such disconnection or reconnection.

C.1.8 Main Extension Fee.

Each Applicant for a wastewater or water main extension shall pay a fee of \$300 plus \$0.25 per lineal foot of line at the time of submittal of the main extension application.

C.1.9 Right to Lien.

Until paid, all such fees, rates, penalties or charges shall constitute a first and perpetual lien on and against the Licensed Property, and any such lien may be foreclosed in the same manner as provided by the laws of the State, together with \$350 or the actual costs, if greater, associated with administration, filing and legal fees to file such lien.

C.2 Non-residential Fees, Rates, Surcharges and Penalties.

This Section C.2.0 shall detail applicable rates, fees, charges, penalties and surcharges related to Non-residential Customers to the Public Water or Wastewater System. Other rates include the following:

C.2.1 Administrative Review and Inspection Fee.

Review for Pretreatment requirements:	\$44
Initial inspection fee for Pretreatment connection:	\$100
Subsequent inspections:	\$100/hour

C.2.2 Permit Fees.

Additional Licensee fees may be assessed to Non-residential Customers based on nature and volume of discharge and the need for pretreatment equipment and shall be determined and annually reviewed by the Manager. Specific Licenses are listed below:

- a. Swimming pool. Licenses shall be issued for Non-residential swimming pools detailing the size of pools and spas, hours of operation, frequency of backwashing and discharge of backwash water, and draining of the facility. A License fee of \$100 will be charged for each inspection.
- b. Pretreatment. Non-residential Pretreatment Permits are required for industries that are specifically listed in the Standard Industrial Classification code, a Significant Industrial Customer or any other business that poses or could pose a risk to the Public Wastewater System. The type of Pretreatment Permit will be determined in accordance with the Regulations. The Manager will establish such fees.
- c. Temporary Discharge. Temporary Non-residential discharge Licenses may be issued to operations that have a specific start and end date for discharging into the Public Wastewater System. Such discharges include groundwater pump-and-treat systems. The Manager shall establish such fees.

C.3 Water and Wastewater Service Charges.

Service charges for all Customers connected to the Public Wastewater or Water System will be billed monthly and shall be due and payable at the office of the District not later than the due date shown on the bill. For billing purposes, service to any Single Family Dwelling, Dwelling Unit in a Multiple Unit Dwelling or other separate building shall be deemed to have commenced (i) upon the date that the Wastewater or Water Service Line is connected to the Public Wastewater or Water System or (ii) upon the date that the permanent water service meter therefore is set for water service to the Licensed Premises, whichever occurs last. Service will be prorated based upon the number of days of service in the billing period. In no event shall termination of service by the District, discontinuance of usage by the Customer, or other nonuse of the Public Wastewater or Water System regardless of the reason constitute grounds for any refund of service charges.

All bills for service are due and payable not later than the due date shown on the bill and shall bear a delinquency and/or late charge for any delinquent Customer account at the rate of one percent (1%) on the unpaid balance thereof per month. A delinquency penalty of \$15.00 shall be charged for any past due Customer account not paid within 50 days of the billing date. If water and wastewater service charges are combined on the same bill, the delinquency and/or late charge and delinquency penalty referred to herein shall apply to such combined bill and shall not

be assessed separately. The bill will be considered as received by the Customer when mailed or delivered to the Licensed Premises, or to the designated address of the owner of the Licensed

Premises if the owner of the Licensed Premises is not the actual Customer and authorizes the mailing of bills to such location, or to another location that has been agreed upon by such owner and the District. Final bills, weekly bills, special bills, and bills for connection and reconnection are due on presentation. If the Customer fails to receive a bill, the District, upon request, will issue an accounting of the Customers' monthly bill; however, failure to receive a bill in no way exempts the Customer from payment for service rendered.

The District may terminate water service, if property is connected to the Public Water System, and/or begin appropriate legal action against any Customer who is delinquent in the payment of wastewater or water service fees and surcharges. The District shall be entitled to recover all collection costs, including but not limited to, attorneys fees, court costs, county assessors fees and charges, and recording fees. The District will exercise all reasonable means to assure accurate computation of all bills for wastewater and water service. In the event errors occur, the District shall refund or credit to the Customer the amount of any overcharge and, likewise, shall have the right to collect from the Customer the amount of any undercharge, irrespective of the date or duration of such billing error. If a Customer gives notice to the District prior to the time that payment is due, that the correctness of the bill is disputed and stating reasons therefore, the District will investigate the complaint. Such notice disputing the correctness of a bill shall not, however, be sufficient reason for withholding payment. If the bill is found to be incorrect, the District will refund the amount of overpayment to the Customer or credit the amount of overpayment against the next monthly bill.

- A. **Base Rates.** The Board will annually review and establish the base rates for wastewater and water services. The base rates are set forth in this Appendix C-2.
- B. **Non-residential Rates.** All wastewater Customers shall pay \$1 per tap equivalent per month to the Pretreatment Program. This amount is included in the wastewater base rate. The following schedule details the additional monthly charges to non-residential accounts:

Category 1

This Low or No risk category charge is the \$1.00 included in the wastewater base rate.

All wastewater accounts are established at the Category 1 rate.

Category 2

This higher rate category charge is \$1.00 added to the base rate for higher risk accounts.

Category 3

This higher rate category charge is \$2.00 added to the base rate for higher risk accounts without adequate sample ports.

Category 4

This higher rate category charge is \$3.00 added to the base rate for higher risk accounts with sample ports that are out of compliance.

A Category 2 multiple tenant account with one or more higher risk businesses will be charged at a rate determined on a case by case basis.

C. **Penalties for Excessive Wastewater Discharges.** Once sampling has been established for a discharge, monitoring for compliance will begin. Non-compliance will result in penalties (Notice of Violation) assessed to the account. The following schedule details penalties associated with a non-compliance Notice of Violation:

Notice of Violation

- The first violation (with pretreatment equipment installed), up to twice the discharge limit, carries a \$150 penalty.
- The first violation (with pretreatment equipment installed), over twice the discharge limit, carries a \$300 penalty.
- The second violation (with pretreatment equipment installed), up to twice the discharge limit, carries a \$300 penalty.
- The second violation (with pretreatment equipment installed), over twice the discharge limit, carries a \$600 penalty.
- The third violation (with pretreatment equipment installed) carries a \$600 penalty, a base rate surcharge equal to the Category 4 charge per month until compliance is achieved, and possible termination of water and wastewater service.

Administrative violations may be assessed to an account for administrative non-compliance, including but not limited to, recordkeeping. The following schedule details penalties associated with administrative non-compliance:

- The first administrative violation carries a \$25 penalty.
- The second administrative violation carries a \$100 penalty.
- The third administrative violation carries a \$200 penalty and possible termination of water and wastewater service.

D. **Compliance Schedule Surcharge.** Based on the results of an Inspection by the District, a Compliance Schedule may be required to install sampling or pretreatment equipment, or take other measures necessary to achieve compliance. A Compliance Schedule shall be completed within six months and a surcharge equal to the non-residential base rate plus up to the Category 3 charge per tap equivalent per month shall apply until the Compliance Schedule is completed.

If the Compliance Schedule is not completed within the six month timeframe, a surcharge equal to the non-residential base rate plus the Category 4 charge shall apply each month until the Compliance Schedule is completed.

- E. **Inactive Water Service.** The monthly service charge for an inactive water and/or wastewater Tap shall be \$15 per equivalent unit, unless otherwise provided in a written agreement with the District.
- F. **Water Meter Inspection and Rereads.** Unless waived by the Manager, the Customer shall pay an inspection fee of \$30 and a testing charge of \$30 for any inspection, reread or testing of a water meter requested by the Customer.
- G. **Fire Service Charge.** The Board has promulgated a monthly fire service charge based on the fire service line size into the building. The fees are for the District's operation staff time and costs required for maintenance issues associated with the fire service lines. The monthly fees are: 8 inch line - \$8.00 per month, 6 inch line - \$6.00 per month, 4 inch line - \$4.00 per month, and 2 inch line - \$2.00 per month.
- H. **Account Service Transfer Fee.** When a property with water and/or wastewater service is sold to a new owner, a service transfer fee of \$25.00 shall be assessed to the new owner. When a property owner requests a new tenant be added to the account or when a tenant vacates the property a service transfer fee of \$25.00 shall be assessed to the property owner. The fee is for the administrative costs incurred by the District to complete the account service transfers.
- I. **Turn-On and Turn-Off Service Fee.** When service has previously been involuntarily turned off by the District, a turn-on service fee of \$30.00 and a turn-off service fee of \$30.00 shall be charged by the District for requests to turn-on service and turn-off service for inspections and maintenance at the property.
- J. **Administrative Processing Fee.** When District personnel goes to the property of an account scheduled for disconnection and the customer immediately pays prior to the disconnection, the customer will be charged a \$20.00 administrative processing fee. The fee is for the District administrative services performed up to this point and the District personnel time for the trip to the customer's property.
- K. **Costs for Replacement of Damaged Water Meter.** The District will replace a damaged water meter at a property one time at no charge to the property owner. Thereafter, the District will charge the property owner for the actual cost of the meter, supplies, and District personnel time at \$56.00 per hour for time to complete the installation of the replacement meter.

- L. **All Other Charges and Fees.** The District shall charge the property owner \$25.00 or actual costs plus 18% for special services requested by the property owner or special services required to be in compliance with the District's Rules and Regulations and to be provided by District personnel.
- M. **Document Reproduction Fee.** The District shall charge .25 per copy and a \$40.00 hourly rate for District administrative time to complete the services.

C.4 Miscellaneous Fees, Charges and Penalties.

C.4.1 Regulation Violations.

Any Customer or user of the Public Wastewater or Water System shall be subject to additional fees, charges and penalties for violations of the Regulations as follows:

- A. For any unauthorized connection or disconnection from the Public Wastewater or Water System, a penalty of \$1,000 per incident.
- B. For any unauthorized activation of water service, a penalty of \$150 per incident.
- C. For any unauthorized use of a fire hydrant connected to the Public Water System, a penalty of \$150 per incident (or such lesser amount as the Manager deems appropriate under the circumstances).
- D. For any unauthorized diversion of water from the Public Water System, a penalty of \$150 per incident.
- E. For any violation of the cross-connection and back-flow control Regulations, a penalty of \$100 per incident.
- F. For any other violation of the Regulations not specified herein, a penalty of \$25 per incident (with each additional day being considered as a separate incident).

APPENDIX C-1 Wastewater Non-residential Connection Fees

Commercial Rate Structure - \$18,000 each

(a declining rate discount on each tap after one; declining rates stop at a 10% discount)

Number of Equivalent Taps	Monthly Gallons	Yearly Gallons	Total Cost
1	7,600	91,200	\$ 18,000
2	15,200	182,400	\$ 35,640
3	22,800	273,600	\$ 52,920
4	30,400	364,800	\$ 69,840
5	38,000	456,000	\$ 86,400
6	45,600	547,200	\$ 102,600
7	53,200	638,400	\$ 118,440
8	60,800	729,600	\$ 133,920
9	68,400	820,800	\$ 149,040
10	76,000	912,000	\$ 163,800
11	83,600	1,003,200	\$ 178,200
12	91,200	1,094,400	\$ 194,400
13	98,800	1,185,600	\$ 210,600
14	106,400	1,276,800	\$ 226,800
15	114,000	1,368,000	\$ 243,000
16	121,600	1,459,200	\$ 259,200
17	129,200	1,550,400	\$ 275,400
18	136,800	1,641,600	\$ 291,600
19	144,400	1,732,800	\$ 307,800
20	152,000	1,824,000	\$ 324,000
21	159,600	1,915,200	\$ 340,200
22	167,200	2,006,400	\$ 356,400
23	174,800	2,097,600	\$ 372,600
24	182,400	2,188,800	\$ 388,800
25	190,000	2,280,000	\$ 405,000
26	197,600	2,371,200	\$ 421,200
27	205,200	2,462,400	\$ 437,400
28	212,800	2,553,600	\$ 453,600

The Board adopted a non-residential water tap schedule with a one percent (1%) declining rate discount for every tap after one.

SEPTIC SYSTEMS: The District will allow a 50% reduction on the current wastewater tap fee for any home that is within the District boundaries and that home is on a septic system or outhouse and removes that system from service.

APPENDIX C-1 Water Non-residential System Development Fees

Commercial Rate Structure - \$18,000 each

(a declining rate discount on each tap after one; declining rates stop at a 10% discount)

Number of Equivalent Taps	Monthly Gallons	Yearly Gallons	Total Cost
1	7,600	91,200	\$ 18,000
2	15,200	182,400	\$ 35,640
3	22,800	273,600	\$ 52,920
4	30,400	364,800	\$ 69,840
5	38,000	456,000	\$ 86,400
6	45,600	547,200	\$ 102,600
7	53,200	638,400	\$ 118,440
8	60,800	729,600	\$ 133,920
9	68,400	820,800	\$ 149,040
10	76,000	912,000	\$ 163,800
11	83,600	1,003,200	\$ 178,200
12	91,200	1,094,400	\$ 194,400
13	98,800	1,185,600	\$ 210,600
14	106,400	1,276,800	\$ 226,800
15	114,000	1,368,000	\$ 243,000
16	121,600	1,459,200	\$ 259,200
17	129,200	1,550,400	\$ 275,400
18	136,800	1,641,600	\$ 291,600
19	144,400	1,732,800	\$ 307,800
20	152,000	1,824,000	\$ 324,000
21	159,600	1,915,200	\$ 340,200
22	167,200	2,006,400	\$ 356,400
23	174,800	2,097,600	\$ 372,600
24	182,400	2,188,800	\$ 388,800
25	190,000	2,280,000	\$ 405,000
26	197,600	2,371,200	\$ 421,200
27	205,200	2,462,400	\$ 437,400
28	212,800	2,553,600	\$ 453,600

The Board adopted a non-residential water tap schedule with a one percent (1%) declining rate discount for every tap after one.

APPENDIX C-2

Residential Wastewater Rates

<u>WASTEWATER:</u>	<u>WJCMD</u>
Base Rate	\$29.00
Base Rate – El Rancho	\$45.00
Service Availability	\$10.00

SEPTIC SYSTEM REPLACEMENTS: In the year 2015, the District will allow an \$11,000 SDF fee for any home that is within the District boundaries, and that home is on a septic system, or outhouse and removes that system from service.

APPENDIX C-2

Non-residential Wastewater Rates

<u>WASTEWATER:</u>	<u>WJCMD</u>
Base Rate	\$29.00
Base Rate – El Rancho	\$45.00
Service Availability	\$10.00
Pretreatment Surcharge/WW Tap as determined by Regulations	
Based on risk factor***	\$1-3

COMMERCIAL RATES: Each tap = 7600 gallons.
***Commercial Customers Only

APPENDIX C-2

Residential Water Rates

<u>WATER:</u>	<u>WJCMD</u>
Base Rate	\$25.50
Per 1K gallons/up to 9K	\$ 2.90
Per 1K gallons/over 9K to 14K	\$ 2.90
Per 1K gallons/over 14K	\$ 5.00
Drought Penalty Rate	
Per 1K gallons over 14K	\$15.00

IRRIGATION ONLY: (May 1-October 31) Cost per 1K gallons same as residential rates.
COMMERCIAL RATES: Each tap = 7600 gallons.
***Commercial Customers Only

APPENDIX C-2

Non-residential Water Rates

<u>WATER:</u>	<u>WJCMD</u>
Base Rate	\$25.50
Per 1K gallons/up to 9K	\$ 2.90
Per 1K gallons/over 9K to 14K	\$ 2.90
Per 1K gallons/over 14K	\$ 5.00
Drought Penalty Rate	
Per 1K gallons over 14K	\$15.00

IRRIGATION ONLY: (May 1-October 31) Cost per 1K gallons same as residential rates.
COMMERCIAL RATES: Each tap = 7600 gallons.
***Commercial Customers Only

APPENDIX C-3

FIRE HYDRANT FEES

- Mandatory deposit for permit to be issued: \$1,000.00
(returned upon satisfactory inspection of the meter and/or fire hydrant used and after payment in full has been received by the district for all consumption of water).
- A non-refundable fee for inspection charges for each permit holder: \$100.00
- A monthly administrative fee will be invoiced when there is consumption: \$25.50
- All consumption of water will be charged at \$.02 per gallon invoiced on a monthly basis.
- A permit holder may lease a fire hydrant meter from the District (depending on availability) for a fee of \$5.00 per day invoiced on a monthly basis.

All water must go through a meter, if a meter is not used, the permit will be revoked and the \$1000.00 deposit will not be refunded.

APPENDIX C-3

BULK WATER FEES

- Annual Fee (For January 1 through December 31 of each year and non-refundable): \$300.00
- Cost per thousand gallons: \$20.00
- All accounts will be billed on a monthly basis. Damages to District property will be billed at cost plus 28% (18% on materials and 10% on labor), and could also include forfeiture of right to use water hauling station.
- Hauling without a permit or from unauthorized areas, such as fire hydrants, will result in a \$150.00 fine and revocation of the hauler's permit. All costs incurred by such acts shall be billed to the hauler, according to the fee schedule, including all legal costs, state fines, lawsuits and damages.
- Cost for coin side of the station = \$0.03 per gallon.

West Jefferson County Metropolitan District

APPENDIX F

PUBLIC WASTEWATER LINE EXTENSION

1. All sewer main extensions shall be engineered, constructed and supervised by the District or its representative. Upon submission of a written application for the extension of a sewer main, accompanied by a deposit in the amount of \$300.00, plus \$0.25 per estimated foot, the District Engineer will be directed to prepare a preliminary cost estimate of the proposed extension for the Applicant. After notification of the preliminary cost estimate, the Applicant shall, within thirty (30) days, either advise the District to proceed with the main extension project, or to discontinue further action on such project. If the proposed project is terminated at this point, the Applicant shall pay the District for actual costs incurred to date, including engineering fees, with the deposit of \$300.00, plus \$0.25 per estimated foot, being credited against such costs.
2. If the Applicant elects to continue with the project, the District Engineer shall prepare all necessary designs, specifications and plans and arrange either for public bidding of the proposed project in accordance with Colorado statutes, if so determined by the District, or for letting of contracts without public bidding, if permitted in accordance with the Regulations. Prior to preparation of any plans and specifications by the District Engineer, the Applicant shall deposit with District an amount equal to 10% of the estimated project costs. After the low bid, the Applicant shall, within thirty (30) days, determine whether or not a contract will be entered into with the low bidder for construction of the subject main extension. If the Applicant elects not to continue with the project at this point, the Applicant shall pay the District for actual costs incurred to date, with all deposits being credited against such costs.
3. If the Applicant elects to continue with the project, the District shall enter into a written agreement with the low bidder, setting forth all relevant contractual items, and the engineer shall authorize commencement of construction. Prior to actual commencement of construction activity, the Applicant shall tender to the District a deposit, in cash or certified funds, in the full amount bid, plus estimated engineering fees, or, in lieu of a cash deposit, a letter of credit or other acceptable security approved by the District. The Applicant shall also submit to the District duly granted easements or such sums as required. The District, through its engineer, shall supervise construction activity and coordinate all matters relating to completion of the subject project.
4. Upon completion of the project, the District shall prepare an accounting of all construction and engineering costs for the Applicant. The amounts held on deposit with the District shall be applied toward such expenses, with any balance being remitted to the Applicant and with any deficits being immediately payable to the District by the Applicant. At such time as all expenses have been paid, and all procedural items (including obtaining easements) have been satisfied,

and upon payment of all applicable fees, the District shall issue sewer connection permits to the Applicant.

5. The Applicant for a sewer main extension may, in his discretion, direct the District's engineer to obtain lump-sum bids or unit price bids for the above construction work. Engineering fees for preliminary study of construction expenses shall be based on an hourly rate. Engineering fees for complete project design and supervision shall be based upon a percentage of total project costs, as established from time to time by the Board of Directors in conjunction with the engineer's regular fee schedule.

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APPENDIX G

WASTEWATER SERVICE LINE

1. Materials.

- A. Clay pipe shall conform to the provisions of American Society of Testing Materials, Specifications A.S.T.M. designation C-200 for extra strength clay sewer pipe, except that the requirement for salt glaze may be deleted. Clay pipe shall be free from cracks, projections, blisters, chips or fractures. Pipe shall not vary more than 1/8 inch per lineal foot.
- B. Cast iron soil pipe shall conform to the provisions of American Society of Testing Materials, Specifications A.S.T.M. designation A-74.
- C. This specification designates general requirements for unplasticized polyvinyl chloride (PVC) plastic gravity sewer pipe with integral wall bell and spigot joints for the conveyance of domestic sewage as follows:
 - (1) Pipe and fitting shall meet extra-strength minimum of SDR-35 of the requirements of ASTM specification D3034-73. The pipe shall be colored green for in-ground identification as sewer pipe.
 - (2) All pipe shall be suitable for use as a gravity sewer conduit. Provisions must be made for contraction and expansion at each joint with a rubber ring. The bell shall consist of an integral wall section with a solid cross section rubber ring factory assembled, securely locked in place to prevent displacement. Sizes and dimensions shall be as shown in this specification. Standard lengths shall be 20 ft. and 12.5 ft. + 1 inch. At manufacturer's option, random lengths of not more than 15% of total footage may be shipped in lieu of standard lengths.
 - (3) All fittings and accessories shall be as manufactured and furnished by the pipe supplier, or approved equal, and have bell and/or spigot configurations identical to that of the pipe.
 - (4) Pipe shall be designed to pass all tests at 73° F (30° C).
 - (5) For joint tightness, assemble two sections of pipe in accordance with the manufacturer's recommendation; subject the joint to an internal hydrostatic pressure of 25 psi for one hour; and consider any leakage a failure of the test requirements.

- (6) There shall be no evidence of splitting, cracking, or breaking when the pipe is tested as follows: flatten specimen of pipe, six inches long between parallel plates, in a suitable press until the distance between the plates is forty percent of the outside diameter of the pipe. The rate of loading shall be uniform and such that the compression is completed within two to five minutes.
- (7) Pipe (6" long section) shall be subjected to impact from a free falling tup (20lb. Tup A.) in accordance with ASTM method D2444. No shattering or splitting (denting is not a failure) shall be evident when the following energy is impacted:

Nominal size	4"	6"	8"	10"	12"
Ft.--lbs.	140	210	210	220	220

- (8) After two hours immersion in a sealed container of anhydrous (99.5% pure) acetone, a 1" long sample ring shall show no sign of flaking on exterior or interior surfaces when tested in accordance with ASTM 2152.
- (9) PVC gravity sewer pipe shall be Johns-Manville Ring-Tite, or approved equal.

2. Jointing of Pipe.

- A. Joints in clay pipe shall be rubber gasket or plastic joints conforming to the provisions of A.S.T.M. - C-425-71.

Vitrified clay sewer pipe may be fitted with an approved factory-made precast joint attached to the pipe. Factory-made precast joint attached to the pipe. Factory-made joints shall be fitted with a rubber ring, die cast into the socket of the pipe, and the spigot shall be fitted with a collar of suitable materials. The collar of the spigot shall be of a size such that, when shoved into the ring of the socket, there shall be tight fit between the interfaces. When putting die cast joints together, only the solvents and lubricants recommended by the pipe manufacturer shall be used.

- B. Joints for cast iron soil pipe shall be approved rubber gasket jointing systems.

3. Water Line Crossings.

- A. Sewer service lines shall be constructed of Class 50 ductile iron water pipe or Class C-900 PVC pipe for a distance of 10 ft. on each side (20 ft. total) of all water main crossings.
- B. The only instance where ductile iron pipe shall not be required is where the sewer service line is a minimum of 18" clear distance below the water main. At all locations where the sewer service line is above the water main, Class 50 ductile iron pipe or Class C-900 PVC pipe shall be installed.

- C. The water main and ductile iron sewer service line shall be exposed and visible at the time the sewer tap is to be made or the service line will not be approved, and the tap to the sewer main will not be made.

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APPENDIX H

SPECIFICATIONS FOR INTERCEPTORS

The District has adopted the Uniform Plumbing Code (UPC) for specifications of plumbing connections and materials. The District has additionally reserved the right to adopt more strict requirements than the UPC. The following guidelines concern specifications for sizing and installation of oil and grease, and sand and oil interceptors.

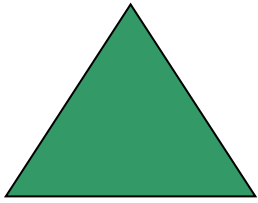
Oil and grease interceptors shall be installed to prevent the introduction of commercial kitchen grease and oil into the District's public wastewater system. Facilities subject to these requirements include, but are not limited to, restaurants, bars, taverns, delis, cafes, schools, medical center, nursing home or other establishments providing food to its Customers, patrons, patients or members of the general public. The following specifications apply:

- The minimum size grease interceptor is 750 gallon (waterline capacity).
- Capped tees on (interior) inlet and outlet piping of the tank.
- An inlet downpipe extending at least twelve inches from the tee.
- An outlet downpipe extending 2/3 the distance between the outlet pipe and the tank bottom.
- Cleanouts on inlet and outlet (exterior) piping.
- A sampling port downstream of the outlet cleanout.
- A baffle that separates the tank into two compartments (2/3 in first compartment, 1/3 in second), with a slot approximately one foot off the bottom of the tank.
- Vents on the tank and outlet pipe of tank.
- Manholes on both chambers of the tank, over each capped tee.
- The tank will be constructed of materials to withstand all anticipated loads.

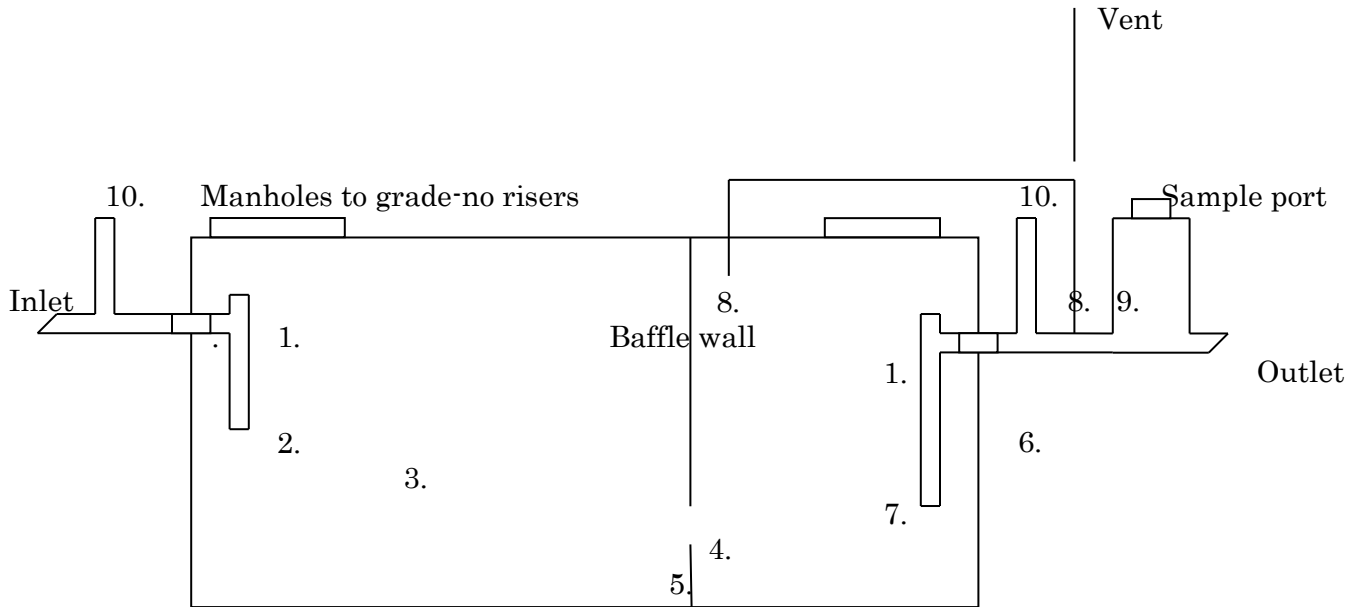
UPC should be consulted for material and installation specifications. A drawing of a typical interceptor is attached.

Sand and oil interceptors shall be installed to prevent the introduction of debris and petroleum hydrocarbons into the District's public wastewater system. Inspections and monitoring (sampling) shall be performed by the District to determine compliance. Facilities subject to these requirements include, but are not limited to, auto service or repair, car washes or other establishments which could introduce the stated contaminants into the District's public wastewater system. The specifications, as detailed in UPC, apply.

Non-residential accounts, existing or proposed, shall complete a Grease Control Questionnaire. (The form is attached.) The questionnaire requests data necessary in determining grease interceptor sizing including seating capacity, hours of operation, meals served during a peak hour, number of kitchen appliances (garbage disposers, ovens, grills, fryers and dishwashers), etc. The data provided shall be inserted into a formula to determine grease interceptor capacity.



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1. Inlet and Outlet Tee must be capped.
2. Inlet downpipe must extend 12-16"
3. First chamber must be approximately 2/3 of capacity.
4. Slot in baffle wall must be approximately 6" high.
5. Slot must be approximately 1 foot from bottom of tank.
6. Outlet of tank must be slightly lower than inlet.
7. Outlet downpipe must extend 2/3 the distance between outlet pipe and tank bottom.
8. Second chamber and outlet pipe must be vented.
9. Sample port must be separate from outlet cleanout.
10. Cleanouts on inlet and outlet lines.
11. Minimum capacity must equal 750 gallons.

GREASE CONTROL QUESTIONNAIRE

Please complete the questionnaire, sign and return it to the address above. Some questions may or may not apply to your business. If you have any questions please call the number above.

Section 1.

Business Name: _____

Business Address: _____

Business Phone: _____ Fax: _____

Mailing Address (if different from above): _____

Owner/Manager's Name and Phone Number: _____

Days of Operation: _____ Hours of Operation: _____

Seating Capacity: _____ Number of Meals Served per Day: _____

Menu Type: American ____ Chinese ____ Italian ____ Mexican ____ Other _____

Breakfast Only ____ Breakfast/Lunch ____ Lunch/Dinner ____ Other _____

In the area below, draw a layout of the kitchen facilities and indicate the quantity of all fixtures.

- Grill _____
- Pot sink _____
- Vegetable sink _____
- Dishwasher _____
- Deep Fryer _____
- 2 Comp. Sink _____
- 3 Comp. Sink _____
- Hand Sink _____
- Garbage Disp. _____
- Floor drains _____
- Mop/Floor sink _____
- Toilets _____

Section 2. Answer the following questions as best as you can. Call the number list above for assistance.

In order to verify proper size of a new or existing grease interceptor, please answer the following questions. This information will provide data for a calculation that will affect the size and performance of the grease interceptor.

- 1. Number of seats in dining area Indoor _____
Outdoor _____
- 2. Number of hours (per day) the restaurant is open _____
- 3. Number of meals per peak hour of business _____
- 4. Does the restaurant have a dishwasher? (Y/N)_____ Number _____
- 5. Does the restaurant have a food disposer? (Y/N)_____ Number _____

If the facility has a commercial kitchen, but is not a restaurant:

- 6. How many meals per day are served? _____

This information will result in the recommended proper size for the new or existing grease interceptor. Note that the minimum size for a grease interceptor is 750 gallons, waterline capacity. Please mail or fax this form to the address above.

Does this facility have a Grease Interceptor? (A grease interceptor is an underground tank located outside the building.) Yes _____ No _____

Where is it located? _____ What is the capacity in gallons? _____

How often is your interceptor pumped? _____ Name of pumper? _____

NOTE: IN-LINE OR UNDER SINK GREASE TRAPS ARE PROHIBITED BY DISTRICT REGULATIONS.

REMEMBER TO KEEP A COPY OF ALL INVOICES FROM YOUR PUMPING CONTRACTOR.

“I certify that the above information is true and accurate to the best of my knowledge.”

Signed

Date

West Jefferson County Metropolitan District

APPENDIX I

DISCHARGE LIMITS

In addition to the prohibitions listed in Section 6.2, the following numerical limits have been established for discharges into the collection system:

Oil and Grease (as measured at the sample port)	100 mg/L
Oil and Grease (as measured at the connection to the collection system)	75 mg/L
Benzene	50 ug/L
BETX	750 ug/L
TPH (Total Petroleum Hydrocarbons)	750 ug/L
Silver (measured by silver recovery pretreatment effluent)	1.0 mg/L

Limits may be assigned to additional pollutants as deemed necessary.