

**Upper Bear Creek Water &  
Sanitation District**

**Rules and  
Regulations**

**Restated and adopted effective  
June 8, 2010**

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And Appendix C**

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## **SECTION 1**

### **Policy, Purposes and General Provisions**

#### **Section 1.1. Declaration of Policy.**

The Upper Bear Creek Water and Sanitation 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. The Board in its sole discretion shall determine any ambiguity, conflict, omission or question of interpretation of these Regulations, 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 affect 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, the District will recognize no claim for any injury, 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 and on such terms as the Board may establish. No waiver of any Regulation approved by the Board shall be deemed to alter, amend or modify such Regulation for any purpose. No Person shall be entitled to rely on a waiver promised or given by any individual. Only the Board may approve a waiver.

**1.4.13. Effective Date.**

These Regulations shall become effective as of \_\_\_\_\_, 2010.

## SECTION 2

### Definitions

#### Section 2.1. General.

Unless the context specifically indicates otherwise, the meaning of the 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 Upper Bear Creek Water and Sanitation 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. 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.
- 2.2.9. 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.
- 2.2.10. District.** “District” means the Upper Bear Creek Water and Sanitation District.
- 2.2.11. 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.
- 2.2.12. 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.
- 2.2.13. EMD.** “EMD” means the Evergreen Metropolitan District, a Colorado special district that provides administrative, management, and water services to the District in accordance with the provisions of intergovernmental agreements entered into between the District and EMD.
- 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.** "Improvement" means 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. Interior Lot.** "Interior Lot" means a Parcel of Land adjacent to not more than one public street.
- 2.2.22. License.** "License" means a written permit or license issued by the District in accordance with the Regulations.
- 2.2.23. 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 EMD.
- 2.2.24. 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.
- 2.2.25. Manager.** "Manager" shall mean that Person who is appointed as the chief management official of EMD and is supervised by the Board of EMD.
- 2.2.26. Monitoring.** "Monitoring" means assessing, inspecting, sampling, and reviewing records and results of analyses and record keeping for the purpose of compliance.

- 2.2.27. 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.
- 2.2.28. Multiple Ownership.** “Multiple Ownership” means the ownership of real property in any form other than One Ownership.
- 2.2.29. Non-residential.** “Non-residential” means any use by or any discharge or account of any Customer other than a residential Customer.
- 2.2.30. 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.
- 2.2.31. 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.
- 2.2.32. 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.
- 2.2.33. Penalty.** “Penalty” means a charge associated with a violation of these Regulations or any License.
- 2.2.34. 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.
- 2.2.35. Premises.** “Premises” means all of the contiguous land area and Improvements to which water or wastewater service is furnished under an approved Tap or Permit for service. The owner of the Premises is the person who holds legal title to the subject property.
- 2.2.36. 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.
- 2.2.37. Pretreatment Permit.** “Pretreatment Permit” means a License issued by the District that detail 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.

- 2.2.38. Public Authority Service.** “Public Authority Service” means the furnishing of water or wastewater for the exclusive use of any governmental entity.
- 2.2.39. 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.
- 2.2.40. 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.
- 2.2.41. Residential Service.** “Residential Service” is the furnishing of water or wastewater services for residential purposes.
- 2.2.42. 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.
- 2.2.43. 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.
- 2.2.44. Sampling.** “Sampling” means obtaining a fraction of a discharge, either by manual or automatic means, in order to analyze and evaluate for compliance purposes.
- 2.2.45. 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.
- 2.2.46. 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.
- 2.2.47. 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.
- 2.2.48. State.** “State” means the State of Colorado.

- 2.2.49. 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.
- 2.2.50. Surcharge.** “Surcharge” means a charge associated with a non-compliant condition of a Customer account applied to the monthly wastewater service charge.
- 2.2.51. 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.
- 2.2.52. 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.
- 2.2.53. Wastewater.** “Wastewater” means domestic and non-domestic sewage discharged to the Public Wastewater System for treatment.
- 2.2.54. 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.
- 2.2.55. Water Conservation Plan.** “Water Conservation Plan” means the plan to conserve and allocate water supplies of the District as adopted by the Board.
- 2.2.56. 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. TSS.** “TSS” means total suspended solids.
- 2.3.13. Ug/L.** “Ug/L” means micrograms per liter.
- 2.3.14. TE.** “TE” means tap equivalent.
- 2.3.15. TPH.** “TPH” means total petroleum hydrocarbons.
- 2.3.16. VOC.** “VOC” means volatile organic compounds.
- 2.3.17. 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 elsewhere on such terms and conditions as the Board may deem appropriate, 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, its administrator, the Manager and other employees of the EMD 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 designate representations for membership in the joint Capital Improvements Committee with EMD.
- E. 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 the EMD office at 30920 Stagecoach Blvd., Evergreen, Colorado 80437-3819. The mailing address of the District shall be P.O. Box 1717, Evergreen, Colorado 80437-1717 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. Public Meeting.**

All meetings of the Board, including work or study sessions, of a quorum of the Board at which public business is discussed or formal action is taken, other than executive sessions, shall be open to the public.

#### **3.4.2. 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 as posted in accordance with statutory requirements. Unless otherwise posted, such meetings will be held at 5:00 p.m. on the second Tuesday of each month.

#### **3.4.3. Special Meetings.**

Special meetings of the Board may be called upon three days notice, which shall be posted in three places within the District and at the County Clerk and Recorder's Office. Special notice shall be included with the posting for the undertaking of final determination to: issue or refund general obligation indebtedness; consolidate the District with another special district; dissolve the District; file a plan for debt adjustment under federal bankruptcy law; enter into a private contract with a Director; or not make a scheduled bond payment.

#### **3.4.4. Notice of Meetings.**

Section 3.4.1 shall constitute a formal notice of regular meetings to Board members, and no other notice shall be required to be given to Board members. Notice of regular and special meetings shall be given to others in accordance with statutory requirements by posting at least seventy-two hours prior to such meetings at the offices of the Jefferson County Clerk and Recorder and at three places within the District as established by the Board. Reasonable individualized notice shall be given to all persons requesting the same as required by law.

#### **3.4.5. Special Notice.**

Special notice shall be included with the posting for the undertaking of final determination to; issue or refund general obligation indebtedness; consolidate the District the another special district; dissolve the District; file a plan for debt adjustment under federal bankruptcy law; enter into a private contract with a Director; or not make a scheduled bond payment.

#### **3.4.6. 24 Hour Notice and Agenda.**

In addition to the three-day notice described above, notice of public meetings shall be posted at the District's business office no less than twenty-four hours prior to the meeting and shall include specific agenda information when possible. If an executive session is anticipated, it may be noted on the agenda.

#### **3.4.7. Emergency Meetings.**

Notwithstanding the foregoing, the Board may act without notice when unforeseen circumstances call for immediate action to protect the public health and safety or the welfare of the District's residents. In such case, an action taken shall be effective only until the next regular or special meeting at which the Board may ratify such action.

#### **3.4.8. 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.

### **3.4.9. 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. Minutes shall not be taken during an executive session. Instead, executive sessions shall be tape recorded, and the tape shall be retained in accordance with statute.

### **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 EMD 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 Upper Bear Creek Water and Sanitation 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, Assistant Secretary and Assistant 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.**

A Director's office shall be deemed vacant upon the occurrence of any of the events creating a vacancy set forth in the Act, including a Director's failure to attend three consecutive regular meetings of the Board without the Board having entered its approval of the absence(s) in its minutes (except that additional absences shall be excused for temporary mental or physical disability or illness) or a Director's failure to remain qualified for the office to which he/she was elected. 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 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 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. 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, the Board shall approve such employment. 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.**

On or before October 15th of each year, the budget officer appointed by the Board shall prepare and submit to the Board a proposed budget for the ensuing fiscal year.

### **3.7.3. 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.

### **3.7.4. 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 the Board certifies any mill levy established for the ensuing fiscal year to the Board of County Commissioners, or as required by law, 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.

### **3.7.5. Levy and Collection of Taxes.**

On or before December 15th of each year, unless an election for an increased operating levy is held, the Board shall 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.

### **3.7.6. 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.

### **3.7.7. 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 tax levy resolution and other 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.

### **3.7.8. 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. The Board shall first approve every expenditure, except for ordinary recurring operational or administrative expenses and emergencies.

### **3.7.9. 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.

### **3.7.10. 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.
- B. To the extent that transferable funds are insufficient to meet the emergency appropriation, the Board may borrow money through (i) the issuance of tax anticipation warrants, to the extent that the mill levy authority of the District is available as provided by statute, (ii) the issuance of bond anticipation notes payable from future bond proceeds or operating revenue, or (iii) any other lawful and approved means.

### **3.7.11. 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 31<sup>st</sup> 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 have custody of the seal and shall be responsible for its safekeeping and care.

### **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 \$25,000 or more of public money. 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. No contract for work, materials, or services, regardless of amount, shall be entered into between the District and a Director unless a notice for bids

has been published in accordance with the Act and the Director is the lowest responsive bidder.

- C. In the letting and administration of all construction contracts, the Board shall proceed in accordance with applicable law.

## SECTION 4

### General

#### Section 4.1 Ownership and Maintenance of Facilities.

The ownership of all water and wastewater lines designated as Mains shall be conveyed to and vested in the District. All Mains, apparatus, instruments, and Facilities, which are part of the Public Water System, or the Public Wastewater System, whether supplied by the District or installed by the Customer under the District's standard policies, will be and remain the property of the District. Such Facilities shall be used, operated and maintained by the District and shall not be worked upon or interfered with by any Customer or other unauthorized Person. Any Water Service Line and 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.

##### 4.1.1 Extension and Construction of Mains and Facilities.

The extension and construction of all Mains and Facilities shall be subject to the provisions of these Rules and Regulations covering Licenses, Permits, fees, extensions, and cost recovery, as well as general provisions regarding violations and enforcement and the provisions of Appendix B regarding the Main Extension process.

##### 4.1.2 Liability.

- A. The Customer shall be responsible for any damage to or loss of the Facilities located on the Licensed Premises caused by or arising out of the acts, omissions or negligence of the Customer or others, or the misuse or unauthorized use of the Facilities by the Customer or others. The cost of repairing or replacing such Facilities shall be paid by the Customer and may be imposed as special charges by the District.
- B. The Customer shall be responsible for any injury to EMD employees or other agents of the District if caused by the Customer's acts, omissions or negligence. The Customer shall be responsible for any injury to Persons or damage to property occasioned or caused by the acts, omissions or negligence of the Customer or any agent or employee in installing, maintaining, operating, or using any of the Customer's piping, equipment, machinery or apparatus, and for injury and damage caused by defects in the same. The District shall not be liable for injury to Persons, damages to

property, monetary loss, or loss of business caused by accidents, acts of God, fires, floods, strikes, wars, authority or orders of government, shortage of supply due to drought conditions, or any other causes and contingencies beyond its control.

## **Section 4.2 Ownership and Maintenance of Service Lines.**

The Customer, at its expense, shall install, own, and maintain the Water Service Line and the Wastewater Service Line serving the Licensed Premises.

### **4.2.1. Extension and Construction of Service Lines.**

The construction and installation of all Service Lines shall be accomplished in accordance with the specifications set forth in Appendix A and shall be subject to the provisions of these Rules and Regulations covering Licenses, Permits, and fees, as well as general provisions regarding violations and enforcement.

### **4.2.2. Service Line Maintenance.**

The District shall assume no responsibility for the operation or maintenance of any Service Line, nor for any requirements of other governmental agencies in making a connection of any Service Line to the Facilities. In case of failure of any Licensed Premises to properly maintain, clean or repair the Water Service Line or 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.

### **4.2.3. Inspection.**

Service Lines shall be inspected under the supervision of the District prior to connection to the Public Water System or the Public Wastewater System. Every request for an inspection shall be made at least 24 hours in advance, and a line shall be deemed ready for inspection only when the entire line from the building to the public system, and all other required appurtenances are entirely exposed and accessible and a trench box and other safety equipment are in place. No backfilling shall be commenced until after inspection and approval of the line by the District. Additionally, the trench shall be filled up to 6" above the top of the pipe in the presence of the Inspector. The Inspector may require the Service Line to be uncovered and/or the tap to be reinstalled to assure compliance with these Rules and Regulations, and a reinspection fee shall be assessed each time the Inspector is required to return to the project.



#### **4.2.4. Protection of Sub-Surface Facilities.**

The Customer shall consult with the District regarding the necessity of changing the location of any Service Line before building any addition or structure. The Customer shall notify the District before operating or permitting the operation of any power, excavating, or ditching equipment in the proximity of the Facilities and shall comply with all excavation and notification requirements as specified by State or federal law or other governmental regulations.

#### **4.2.5. Separate Trench.**

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.

#### **4.2.6. Service Lines within Easements.**

Any Service Line that crosses a Parcel of Land other than the Licensed Premises actually served and that is designated as a 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.

#### **4.2.7. Unauthorized Service Line Connections.**

- A. If any connection is made to the Public Water System or the Public Wastewater System without first (i) paying all Tap Fees and other applicable fees, (ii) obtaining a Permit (iii) using a Licensed Contractor to install the connection, and (iv) arranging for an inspection thereof by the District, or if any Person violates these Regulations governing the installation, connection and repair of Water Service Lines or Wastewater Service Lines, then in such event such connection to the Public Water or Wastewater System may be summarily disconnected by the District at the expense of the Person making such unauthorized connection or the owner of the subject property. If the Tap was made to the Public Water or Wastewater System in violation of these Regulations, the Service Line and connection to the Main shall be uncovered, inspected and if necessary, repaired to District standards as specified by EMD.
- B. For any violation of this Section, the District shall assess a reconnection fee as set forth in Appendix C, and may impose such inspection fees, tapping charges, water Tap fees, water service charges, improper use

charges and other fees and charges under these Regulations as the Board may determine to be appropriate.

- C. Unless already paid, the Water and/or Sewer Tap Fees in effect at the time of such unauthorized connection or the current Water and/or Sewer Tap Fees, whichever is greater, shall be paid to the District. Service charges also shall be retroactively assessed against the subject property, if not already paid to the District, at the rates in effect during the period in which the Public Water System and/or the Public Wastewater System was being used without District authorization. Unless sufficient evidence is presented to the Board 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 EMD shall be performed, and all fees and charges assessed hereunder shall be paid, prior to the issuance of a connection permit and any further use of the Public Water System and/or the Public Sewer System. All costs of disconnection and all fees and charges assessed by the District, until paid, shall constitute a perpetual lien against such property. Additionally, in the event that a Licensed Contractor is responsible for an unauthorized connection, such contractor's license may, in the Board's discretion, be suspended or revoked pursuant to the provisions of these Rules and Regulations.

#### **4.2.8. Unauthorized Service Line Disconnection.**

No Service Line connected to the Public Water System or the Public Wastewater System shall be disconnected by any Person except the District. The District's 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.

### **Section 4.3 Wastewater and Water Taps.**

No Person shall make any connection to the Public Water System without first obtaining a Tap or Taps in accordance with the provisions of Section Five of these Rules and Regulations. No person shall make any connection to the Public Wastewater System without first obtaining a Tap or Taps in accordance with the provisions of Section Six of these Rules and Regulations. The District may, in its discretion, from time to time increase or decrease such Tap fees and related 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. Tap fees shall be determined in accordance with Appendix C. Any Person engaged to undertake connection work shall be licensed as set forth in this Section Four. Additionally, a Permit, metering or the installation of other related equipment may be required before connection to the Facilities is made.

#### **4.3.1. Time Limit of Tap.**

Any Tap and any Permit for a connection to the Public Water System or the Public Wastewater System shall be valid for a period of one year. Such Tap and 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 District. In the event the Applicant fails to connect the Licensed Premises to the Public Water System or the Public Wastewater System within such time period, all fees paid for such permit shall be forfeited, unless the Applicant presents sufficient evidence to the District showing reasonable cause for the delay in making such connection. No Tap or Permit that has expired pursuant to this Section shall be reissued until the Applicant has paid any and all additional fees therefor.

#### **4.3.2. Tap Transfers.**

A Water Tap (a/k/a a Water License) may be transferred only in accordance with EMD's Rules and Regulations upon payment of such fees as may be established from time to time by EMD. A Wastewater Tap may be transferred only under the following circumstances upon payment of transfer fees as set forth herein and such additional terms and conditions as may be imposed by the Board:

- A. In the event that wastewater service can no longer be utilized upon the Premises described in the original Tap application (the "Original Premises"), or, in the case of Non-residential use, one or more of the SFE's authorized under the Wastewater Tap can no longer be utilized because of a permanent change in the legal use of the Original Premises thereby terminating the demand for wastewater service at the same level in the future, the Wastewater Tap or one or more of its authorized SFE's may be transferred to and used on a Parcel of Land owned by the owner of the Original Premises within the District.
- B. In the event that a Wastewater Tap or one or more of the SFE's authorized under a Non-residential Wastewater Tap issued are no longer being utilized and have been converted to inactive status in accordance with Section 9.2.1, then the Wastewater Tap or one or more of the authorized

SFE's may be transferred to and used on a Parcel of Land owned by the owner of the Original Premises within the District.

#### **Section 4.4 Access for District.**

The Customer will provide access to the Licensed Premises at all reasonable times for authorized employees or agents of the District for any purpose incidental to the furnishing of water or wastewater services.

#### **Section 4.5 Discontinuance of Service at Customer's Request.**

A Customer wishing to discontinue service should give at least three business days notice to the District to that effect, unless otherwise specified in the rate or contract applicable, in order to allow time for final meter reading and disconnection of service. When the District does not receive such notice, the Customer will be liable for service until the final reading of the meter. Notice to discontinue service will not relieve a Customer from any minimum rate, or any contract, or any other applicable charge established herein. A disconnect charge and reconnect charge as set forth in Appendix C shall be assessed to the Customer for any requested disconnection and/or reconnection of water service.

#### **Section 4.6 Contractor Licenses.**

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

##### **4.6.1. Application for License.**

An application for a License shall be filed at the EMD office on forms provided by the EMD.

##### **4.6.2. License Requirements.**

All Licenses shall be issued in accordance with the requirements of EMD. EMD Rules and Regulations also shall be applicable to License Fees, duration, suspension or revocation.

## **Section 4.7 Permits.**

The District may require the Applicant to obtain a permit for certain specified uses of the Facilities. By way of example and not limitation, a Permit shall be required for the temporary usage of a fire hydrant or for the discharge of special effluent into the public Wastewater System

### **4.7.1. Application for Permit.**

An application for any permit shall be made at the EMD office on forms provided by the EMD.

### **4.7.2. Permit Requirements.**

All Permits shall be issued in accordance with the requirements of EMD. EMD rules and Regulations also shall be applicable to Permit Fees, usage, revocation, and suspension. Before the issuance of any permit under this Section, all fees, costs and charges specified by the District shall first be paid.

## **Section 4.8. Authority of 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.

## **Section 4.9. Service Charges.**

Service Charges shall be due from and payable periodically by each Water and/or Wastewater Customer as set forth in Appendix C.

### **4.9.1. Deposits.**

The Customer, if requested by the District, will deposit a sum not exceeding the estimated service charges for three billing periods. In determining the necessity of a deposit, the District will consider the Customer's payment history with the District or other vendors or utility providers. In applying and developing such criteria, EMD shall act in a nondiscriminatory manner. All similarly situated

Customers shall be treated in substantially the same or similar manner with regard to any such deposit request, including without limitation the amount of the deposit. Such deposit is not an advance payment or partial payment of any bill for service, but is security for payment of bills for service to be applied against unpaid bills only in the event service is discontinued. In cases where the Applicant for new service is in default of payment of bills for any water or wastewater service previously provided to such Applicant or its property, a settlement of the old account will be required before new service is furnished.

Deposits will be refunded without interest when service is discontinued or when credit has been established to the satisfaction of the District, based upon reasonable criteria applied in a uniform and nondiscriminatory manner. In the case of residential Customers, timely payment for water and wastewater services for a twelve-month period shall be required. The District will periodically review all accounts for the purpose of determining entitlement to refund. Refund will be made upon return to the District of a properly endorsed deposit receipt or proof that the Person claiming the deposit is legally entitled to such deposit. Upon discontinuance of service, the District shall have the right to apply the Customer's deposit against any unpaid bills for water or wastewater service, and only the remaining balance of the deposit, if any, will be refunded.

#### **Section 4.10 Compliance, Variances, Violations, and Enforcement.**

No Person shall use or attempt to use the Facilities except in accordance with the Provisions of these Rules and Regulations unless a variance from the strict application of these Rules and Regulations has been granted in writing by the Board. Prohibitions and limitations under these Rules and Regulations, as the same may be amended from time to time, and under any law or regulation of another governmental agency with jurisdiction shall constitute prohibitions and limitations upon any Customer using the Public Water System and/or the Public Wastewater System. Any expense incurred by the District in enforcing these Rules and Regulations, 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.

##### **4.10.1. Variances.**

Where, by reason of slope, distance, other exceptional topographic conditions or other extraordinary and exceptional conditions relating to the property to be served or the District's ability to serve, the strict application of these Rules and Regulations would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon the Owner of such property, the Board may authorize a variance from the strict application of these Rules and Regulations on such terms as it may see fit; provided however, that such relief may be granted

only without detriment to the public good, without substantially impairing the intent and purpose of these Rules and Regulations, and upon the affirmative vote of at least three members of the Board of Directors. Further, such relief shall be granted only upon written application therefore which includes a clear showing by the Applicant, to the satisfaction of the Board that grounds for a variance exist. Additionally, no variance shall be granted where the special conditions and circumstances result from the actions or inactions of the Applicant and thus constitute a self-imposed hardship.

#### **4.10.2. 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.

#### **4.10.3. Enforcement.**

The Board has authorized EMD to administer these Rules and Regulations, to investigate all reports of violations, and to enforce compliance. The appeal of any enforcement action taken by EMD may be appealed in writing to the Board.

#### **4.10.4. Inspection of 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 any Service Line. Refusal to permit such inspection shall be considered a violation of these Rules and Regulations and, if reasonably necessary to protect the Facilities may be considered sufficient grounds for immediate disconnection from the Public Water System or the Public Wastewater System.

#### **4.10.5. 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.

- A. Except as provided in paragraph D, below, the District may discontinue water service to any Customer after providing written notice of intent to discontinue service as follows:
  - 1. If the Customer fails to pay bills for water or wastewater service as provided in these Regulations; or
  - 2. If the Customer fails to comply with the Regulations, including without limitation during any period that Levels 1 through 5 of the Water Conservation Plan are in effect, after notice of such failure is given by the District and reasonable time as determined by the EMD is allowed for compliance; or
  - 3. If the Customer's use of the Public Water or Wastewater System is detrimental to the District or to other Customers or any Contracting District.
- B. Any Customer who has been scheduled for discontinuance of water service may request a hearing before the Manager.
- C. When service has been discontinued, the District shall have a reasonable time after the Customer has corrected the cause for discontinuance within which to reconnect service. In addition to all outstanding charges due, a reconnection fee as set forth in Appendix C to cover the cost of disconnection and reconnection of service at the meter shall be paid prior to resumption of water service. If water service is discontinued at some place other than the water meter, the District may charge the Customer for the cost of any additional expenses incurred by the District for the disconnection and reconnection of water service.
- D. The District may discontinue water service to any Customer without notice as follows:



1. If the condition or installation of any part of the Customer's Water and/or Wastewater Service Line, water and/or sewer plumbing, any appliance or other circumstance or condition affecting the Public Water or Wastewater System is found to be dangerous to the life, health, or safety of any Person or not in compliance with these Regulations; or
  2. If the Customer or any Person connected with the Customer or any Person with the Customer's knowledge or consent has violated any provision under these Regulations, including without limitation during any period that (i) Levels 3 through 5 of the Water Conservation Plan are in effect and (ii) the Customer has received a prior notice of any violation of the Water Conservation Plan, or other lawful order of a properly constituted authority having jurisdiction over water service. In such event, the District shall not be held responsible for such actions; or
  3. If any water consuming devices are connected on the Water Service Line side of the water meter, or if connections or devices of any kind are found installed on the premises of Customer which prevent the meter from registering the actual amount of water used, or if the water meter has been tampered with in any manner that prevents the water meter from registering the actual amount of water used.
- E. The District will reconnect water service within a reasonable time after the Customer has corrected the cause for discontinuance of service and made payment to the District of all charges due, including the disconnection and reconnection fee specified in Appendix C. If water service is discontinued at some place other than the water meter, the District may charge the Customer for any additional costs incurred by the District of disconnection and reconnection of water service.
- F. For the purpose of deterring Persons from committing any violation of these Regulations for which the District may discontinue water service under this Section, there is hereby imposed upon any Person who the District finds and determines causes or permits any such violation, a penalty charge for each such violation as specified in Appendix C or as may otherwise be determined by the Board. In either case, however, the penalty charge shall be in a sufficient amount to cover all costs and expenses incurred by the District in connection with the violation and enforcement proceeding, including reasonable attorney's fees. For purposes of this Subsection F, there shall be a rebuttable presumption that

the owner of any Parcel of Land upon which a violation occurred, or any Parcel of Land that directly benefits from such violation, is responsible for such violation. A separate and distinct violation shall be deemed to have occurred upon each day that any such violation shall happen or continue. The imposition of a penalty charge shall in no way affect the District's ability to charge and collect for all water that has been used in violation of these Regulations together with the costs incurred by the District in discovering, correcting and enforcing the violation, nor shall it affect any criminal liability which may attach by reason of such violation.

#### **Section 4.11. Complaints.**

The District will investigate promptly all complaints made by a Customer and may keep a record of written complaints, including the name and address of the complainant, the date, the nature of the complaint, and the adjustment or disposition made thereof. Any record will be kept at least two years after the date of the complaint.

## **Section 5**

### **Water Service**

#### **Section 5.1. General Provisions.**

Water supplied by the District is obtained from EMD pursuant to the terms of an intergovernmental agreement between the District and EMD, and the provision of water by the District shall be subject to the terms of said intergovernmental agreement and, to the extent applicable, to the Rules and Regulations of EMD. The use of water supplied by the District is authorized by issuance of a License, subject to all terms and limitations set forth in these Regulations agreement issued or made in connection therewith. The District reserves full power and authority to determine all matters concerning the use of its water consistent with the terms of its intergovernmental agreement with EMD and the Act. Water shall be used only for beneficial purposes. At no time shall any permission granted by the District or anything contained in these Regulations operate to create any vested or proprietary right in and to such water in any Person other than the District and EMD. By way of explanation and not limitation, the phrase “commitment to serve” in the Regulations shall provide the Customer only with permission to receive water in accordance with and subject to the terms and provisions of these Regulations.

##### **5.1.1. Application for Water Service.**

No Person may obtain or use water directly or indirectly from the Public Water System without first making written application to EMD for a Tap for water service. Therefore, EMD’s Rules and Regulations shall apply with respect to the type of and number of Taps required, time for conection, installment specification, metering, and, except as may be provided for herein (including in Appendix C), all other water matters set forth in EMD’s Rules and Regulations as the same may be amended from time to time.

##### **5.1.2. Shortage of Water Supply.**

In the event that EMD or the District determines at any time that its water supply or the capacity of the Public Water System to deliver water is insufficient to meet anticipated demand, the Board may implement emergency water use restrictions in accordance with the provisions of the Water Conservation Plan or any other resolution of the Board. Any such restrictions will be uniformly applied to all similarly situated Customers within the District in accordance with the Water Conservation Plan or any other resolution of the Board. No provision of these Regulations shall be construed to prevent the District from treating different

categories of Customers in different fashion or to prioritize water use based upon the public health, safety and welfare. Any such emergency water use restrictions adopted by the District shall remain in effect until EMD or the District determines that the condition requiring their imposition no longer exists. The District may also adopt such policies and restrictions as are reasonably calculated to conserve and protect the District's water supply and promote a reliable flow of water through the Facilities.

### **5.1.3. Resale of Water.**

The resale of water furnished through the Public Water System is prohibited, unless otherwise authorized in writing by the District. Neither the District's issuance of a water Tap permit or License or the use of water by the Customer shall constitute or be deemed a relinquishment of title to or dominion or control of any water or water right by the District or EMD, as the case may be. Water service supplied by the District is for the exclusive use of the Customer in accordance with the terms and provisions of the applicable application, Tap permit or License and these Regulations. Unless authorized in writing by the District, no Customer shall be permitted by submetering, prorating or any other means to resell water to any Person on the Licensed Premises or for use on any other premises. The District reserves the right to refuse to furnish water service to any Customer if water service is intended for the purpose of resale to others. In the event of any violation of this Section, the District shall have the right, at its option, either to discontinue service to the Customer or to furnish water service directly to the other Person.

## **Section 5.2. Water Service Standards.**

The District will construct, operate, maintain and repair the Public Water System in accordance with its intergovernmental agreement(s) with EMD.

### **5.2.1 No Liability.**

The District will reasonably attempt to furnish and deliver a continuous and sufficient supply of potable water and to avoid any shortage or interruption of same. The District does not, however, warrant, nor shall the District be liable for any interruption, shortage, or insufficiency in the supply of water, or for any injury, loss or damage occasioned thereby, if such loss or injury is due to causes or contingencies beyond the control of the District, including without limitation any accident, breakdown of equipment, act of God, fire, flood, strike, war, authority or order of government, or shortage of supply.

### **5.2.2 Service Interruption.**

The District may at any time, without notice, either increase or reduce water pressure or shut off water in water Mains temporarily suspending water service for the purpose of making repairs or extensions or for any other operational purpose. No Customer or any other Person shall be entitled to damages, losses or a refund from or credit with the District on account of any interpretation, interference or termination of water service.

### **5.2.3 Customer's Payment Obligations.**

Interruptions of or interference with water service will not relieve the Customer from payment of any charges for service actually supplied, nor will accidents to the Customer's equipment or machinery, or failure of the Customer's installation due to no fault of the District relieve the Customer of the payment of minimum charges applicable under the Regulations or any License or agreement.

## **Section 5.3. Water-Only Service.**

### **5.3.1. Definition.**

A water-only service means the furnishing of water within the District for the exclusive use of a residential, Non-residential or Public Authority Service Customer where the Licensed Premises is not connected to the Public Wastewater System.

### **5.3.2. Septic System.**

A water-only service shall be provided only when connection to the public wastewater system is not feasible and a sewer-connection waiver has been given in writing by the Board. Water-only service shall be connected to a non-evaporative soil absorption-type septic system. The design of such septic system shall be approved by the District in advance of installation, and the installation of such septic system shall be inspected for compliance by the District prior to activation of water service.

## **Section 5.4. Waiver for Exempt Well.**

The Public Water System is available to furnish Residential, Non-residential, and Public Authority Service within the District, unless otherwise provided in these Regulations or so determined by the Board. The District will not provide a waiver to the State Engineer to authorize the issuance of an exempt well permit for in-house and related domestic uses

within the District, unless sufficient evidence is submitted to the Board showing (i) that adequate water supplies and Facilities are not available through the Public Water System or cannot reasonably be connected to the District by the Applicant, and (ii) that a plan for augmentation or a replacement plan that protects against material injury to vested water rights, including without limitation the District's water rights, has been approved by the State Engineer.

## **SECTION 6**

### **Wastewater Regulations**

#### **Section 6.1. General Provisions.**

##### **6.1.1. 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.

##### **6.1.2. 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 an agreement with the owner setting forth such conditions. Such an 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.

### **6.1.3. Ownership and Maintenance of Wastewater Service Line.**

The Customer shall install the Wastewater Service Line in accordance with the specifications set forth in Appendix A. The Customer shall own, operate and maintain the Wastewater Service Line in accordance with the terms of these Rules and Regulations. 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 District shall have no responsibility for any operation, maintenance or repair of the Wastewater Service Line.

### **6.1.4. 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.

### **6.1.5. 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.

#### **6.1.6. 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.

#### **6.1.7. 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.

### **Section 6.2. Prohibition on Use of Public Wastewater System.**

#### **6.2.1. 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.

### **6.2.2. 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 Tap from the District. Such Tap 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.

### **6.2.3. 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.

### **6.2.4. 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.

### **6.2.5. 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 EMD. 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. The holding tank shall be equipped with an adequate alarm system.
- 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.

#### **6.2.6. Property in the District with a Failed Septic Tank**

The District will allow a 50% reduction on the then 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.

#### **6.2.7. Emergency Water Disconnection**

Upon the discovery of surface wastewater discharge on any Parcel within the District, the District shall give the Customer three (3) business days to make necessary repairs. Thereafter, the District may, in its sole discretion, undertake

necessary repairs itself and bill the Customer for all costs and expenses in connection therewith or disconnect the Customer from the public water system. As a condition of receiving services from the District, each Customer shall be deemed to have granted the District, its agents and employees, an easement to enter upon such Customer's property for such purposes.

## SECTION 7

### Pretreatment Regulations

#### Section 7.1. General Provisions.

This Section 7 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) and shall be interpreted as necessary to allow such compliance.

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 7 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 7 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 7.2. 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.

### **7.2.1. 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.

### **7.2.2. 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 D;
- J. Any wastes with sulfides over the discharge limit in Appendix D;
- 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  $^{131}\text{I}$  and  $^{32}\text{P}$  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 7 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 7 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 7.3. 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 7.4. State Pretreatment Regulations.**

If the standards of any other governmental unit apply, the stricter of such 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 7.5. 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 7.6. 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 herein 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.

### **7.6.1. 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 the provisions of the District's Oil and Grease program.

### **7.6.2. 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, and neutralization and, oil and grease removal.

### **Section 7.7. Non-residential Customer.**

A Non-residential Customer for purposes of this Section 7 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 Non-residential pretreatment permit requirements of these Rules and Regulations. Any Non-residential Customer may be required to apply for and utilize a Pretreatment Permit as provided herein . 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.

### 7.7.1 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.

### 7.7.2. 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.”

### 7.7.3. 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 7.8. 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.

### **7.8.1. 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.

### **7.8.2. 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.

### **7.8.3. 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.



#### **7.8.4. 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.

#### **7.8.5. 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.

#### **7.8.6. 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.

### **7.8.7. 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.

### **7.8.8. Timing.**

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

### **7.8.9. Recordkeeping.**

Customers subject to the reporting requirements of this Section 7 shall retain and make available for copying all records of information obtained pursuant to any monitoring activities required by this Section 7 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 7.9. 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.

### **7.9.1. 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 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 E. 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 record keeping 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.

### **7.9.2. 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 D. Non-compliance conditions shall be subject to additional surcharges and penalties as detailed in Appendix C.

### **Section 7.10. 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.

#### **7.10.1. 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 7.11. 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 7 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.
- E. 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 7.12. 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.

### **7.12.1. 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 7.13. 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 7.14. 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.

#### **7.14.1. 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.** A 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.

#### **7.14.2. 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 8**

### **Main Extensions and Cost Recovery**

#### **Section 8.1. Main Extensions.**

##### **8.1.1. Application for Main Extension.**

An application for any extension of a water or 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 B and, if so, shall deposit funds sufficient to pay all engineering design and other pre-construction 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 these Rules and Regulations.

##### **8.1.2. Bids for Construction.**

After the preliminary cost estimate has been approved by the Applicant, sufficient funds for pre-construction 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.

### **8.1.3. 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.

### **8.1.4. 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.

### **8.1.5. Easement.**

As a condition of receiving water or 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 water and 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. 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 water and 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 water or wastewater Mains are accessible, the Customer shall grant or reserve an easement for water or wastewater service over the part of the Parcel of Land adjacent to water or wastewater Mains for the benefit of the isolated part. Any Water or Wastewater Service Line that crosses property other than the Licensed Premises actually served and which is designated as a Water or 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 Water or Wastewater Service Line, such line shall be owned and maintained by the Customer, subject to future dedication to the District for public use.

#### **8.1.6. 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, including attorney's fees. In addition, the Applicant shall pay the District for all expenses incurred in obtaining all governmental agency approvals 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 water or 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. The District will not participate in the costs of construction of over-sized water or wastewater Mains or other Facilities, if the Board determines that it is not economical or financially feasible or otherwise in the best interests of the Public Water or 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 8.
  
- C. **Fire Hydrants.** All expenses associated with the installation of fire hydrants determined to be necessary for fire protection purposes by the District or the Evergreen Fire District shall be considered a cost of construction of any water Main extension project.

### **8.1.7. Acceptance.**

No water or 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 valve boxes or 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 water or 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 in the format designated by EMD.

## **Section 8.2. Cost Recovery Policy.**

### **8.2.1. General Provisions.**

The provisions of this cost recovery policy apply to all water and wastewater Main extensions in the District and are subject to all applicable provisions of the Act and these Regulations. 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 water or 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.

### **8.2.2. 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 water and 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 Water or 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 prorata 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 water or 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 9**

### **Rates, Fees and Charges**

#### **Section 9.1. General.**

##### **9.1.1. 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 9, the Board shall determine which shall control.

##### **9.1.2. 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.

##### **9.1.3. 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.

##### **9.1.4. 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.

### 9.1.5. 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 the District has filed a lien, a minimum charge as established by the Board 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.

#### **9.1.6. 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 9.2. Availability of Water and Wastewater Service.**

Water and wastewater services 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 Water and Wastewater Systems.

#### **9.2.1. Inactive Service.**

- A. **Definition.** Inactive water or wastewater service may be authorized at the request of the Customer (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 after 24 continuance months of non-use of water and wastewater services, so long as any and all fees and

charges due and payable at rates applicable to active Taps prior to conversion to inactive service.

- B. **Availability.** Inactive water or wastewater service is available to Applicants within the District. In the case of Non-residential Applicants, inactive water or wastewater service is available for one or more SFE's authorized under the Applicant's Tap.
- C. **Inactive Charges.** The monthly charge for inactive water or wastewater service is set forth in Appendix C and shall commence on the 12 months after the date of issuance of the Tap in the case of never activated taps, or upon conversion to inactive service for all other taps. Such charges shall continue until such time as water or wastewater service is activated to the Original Premises, the inactive Tap or one or more SFE's authorized under the inactive Tap are terminated, or the inactive Tap or one or more SFE's authorized under the inactive Tap are transferred in accordance with these Rules and Regulations.

### 9.2.2. Public Authority Service.

- A. **Definition.** Public Authority water or wastewater service is the furnishing of water or wastewater service to publicly owned and operated facilities and projects of general public benefit in accordance with EMD's water supply policy, as the same may be amended from time to time and these Rules and Regulations.
- B. **Availability.** Public Authority water or wastewater service is available to governments located within the District.
- C. **Governmental Charges.** Tap Fees and Monthly charges for Public Authority Services shall be as set forth in Appendix C and may be higher than other water and wastewater charges where the property served is not subject to the District's mill levy.

### 9.2.3. Irrigation Only Water Service.

- A. **Definition.** Irrigation-only service is the furnishing of water only for outdoor irrigation on the Licensed Premises during seasonal periods with no domestic water consumption and is subject to restricted usage from time to time as set forth in Section 7 and the Water Conservation Plan.

- B. **Availability.** Irrigation-only water service is available to Residential, Non-residential and Public Authority Customers located within the District.

#### **9.2.4. Seasonal Period.**

All irrigation-only water service shall be for a six-month period beginning May 1 and ending October 31 in each calendar year. A charge will be made for connecting and disconnecting irrigation-only service as provided in these Regulations.

### **Section 9.3. Water Rates, Fees and Charges.**

#### **9.3.1. Applicability.**

No Tap for water service to any Residential, Non-residential or Public Authority Customer or for restricted water service to any irrigation-only Customer, whether or not such irrigation-only Customer is also a Residential, Non-residential or Public Authority Customer, shall be issued or approved by the District without payment of a Tap Fee.

#### **9.3.2. Tap Fees.**

Tap Fees for a new or altered water service connection of any Residential, Non-residential or Public Authority Customer to the Public Water System shall be determined in accordance with the classifications and methods established by EMD and set forth in its Rules and Regulations.

#### **9.3.3. Inspection Fee and Connection Charge for Connections or Disconnections.**

- A. Before the connection or disconnection of any Water Service Line, there shall be paid to the District, at the time of issuance of the Tap or License to connect or disconnect, a fee for the inspection of each such connection or disconnection as set forth in Appendix C.
- B. In the event such connection or disconnection requires the tapping of the water Main, the District shall perform the tapping operation, and the Applicant shall pay the costs for any materials and a tapping charge for each such connection or disconnection based upon actual time expended by the District, including the minimum charges as set forth in Appendix C.

#### **9.3.4. Payment.**

Tap fees, along with any other charges, costs or fees for water service shall be paid before water service is activated for any Customer.

#### **9.3.5. Transfer Fee.**

If a Water Tap (a/k/a a Water License) or one or more SFE's authorized under the Tap or License that is otherwise transferable in accordance with EMD's Rules and Regulations or the terms of a Tap Purchase agreement with EMD are transferred to a Parcel of Land other than the Original Premises or the property specified in such agreement, a transfer fee shall be charged in an amount equal to 10% of the Tap Fee in effect on the date of the transfer unless (i) the Tap was purchased under a Tap Purchase Agreement, in which case the Transfer Fee shall be in an amount equal to the difference in the Tap Fee paid pursuant to the Tap Purchase Agreement and the Tap Fee due at the time of the application for water service, or (ii) the Tap or one or more of the SFE's authorized under the Tap have been in inactive status for more than one year, in which case the Transfer fee also shall be in an amount equal to the difference in the Tap Fee originally paid and the Tap Fee due at the time of the application for water service. No transfer fee shall be imposed for the re-assignment of a Tap within the same Parcel of Land due to replatting of such Parcel of Land.

#### **9.3.6. Fire Hydrant Charge.**

A. Where fire hydrants have been installed by the District to provide fire protection, a fire hydrant charge shall be imposed, when applicable, for each new connection to the Public Water System in an amount determined by the District to be proportionate to the costs of installation of such fire hydrant serving all existing and potential Customers within a designated service area. Fire hydrant charges shall be paid before water service is activated for such Customer.

B. The District will charge fees in connection with any License issued for temporary use of a fire hydrant. An Applicant for a License shall pay a deposit as set forth in Appendix C, a portion of which shall be refundable upon an inspection of the Facilities and determination by the District that there has been no damage to the Facilities and the balance of which shall be non-refundable and shall reimburse the District for the cost of inspection of the truck and fire hydrant. If the District must repair or replace any Facilities, including the fire hydrant, any cost of repair in excess of the deposit amount shall be paid by the Licensee when

invoiced by the District. The Licensee shall pay all applicable rates, fees and charges for use of water from the fire hydrant asis generally applicable for water use within the District. If a Licensee leases a fire hydrant meter from the District, the Licensee shall also pay a daily fee as set forth in Appendix C.

## **Section 9.4. Wastewater Rates, Fees and Charges.**

### **9.4.1. Applicability.**

No Tap for wastewater service to any Residential, Non-residential or Public Authority customer shall be issued or approved by the District without payment of a Tap Fee as set forth in Appendix C. Tap fees shall be assessed in addition to all other fees and charges imposed under these Regulations and shall be subject to adjustment or a requirement that additional Taps be purchased where there is an addition to, or remodeling of an existing Residential Improvement, which increases the number of Dwelling Units or any addition, remodel, or change in use to any Non-residential Improvement.

### **9.4.2. 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, any addition, remodel, or change in use to establish pretreatment requirements, if any, and to evaluate the number of Taps the Customer will be required to purchase.
- B. **Additional Non-residential Taps and Charges: New Customers.** A separate wastewater Tap Fee shall be paid to the District for wastewater service for each Water Tap purchased by such customer and an additional Wastewater Tap Fee shall be required to be paid each time a Customer is required to purchase an additional Water Tap. The minimum monthly charge for each Non-commercial customer shall be the product of the base rate established for Residential customers as set forth in Appendix C multiplied by the number of water taps purchased by such customer.
- C. **Non-residential Charges: Existing Customers.** The minimum monthly charge or base rate for each Non-residential Customer shall be the product of the base rate established for Residential Customers as set forth in Appendix C multiplied by the number of Single Family Equivalent units (“SFEs”) attributable to such Customer by the District. SFEs shall be attributed to each existing commercial Customer based upon such

customer's average monthly water usage during the prior twelve-month period. No partial SFEs shall be attributed to any customer, and the District shall always round down. By way of example, if one SFE represents 7,600 gallons of water per month and a commercial Customer used an average of 28,000 gallons of water per month during the prior twelve-month period, three SFEs would be attributed to the Customer and its minimum monthly charge for the then-current period would be three times the District then-current base rate for Residential Customers. Except as provided in Section 9.5.2. below, SFE adjustments shall not be made more than one time during any consecutive twelve month period, and the failure of the District to adjust SFEs during any period shall not be deemed a waiver of the District's right to make later adjustments.

- D. **Sewer-Only Service Connection.** SFEs shall be attributed to each sewer-only Non-residential Customer based upon such customer's average monthly water usage during the prior twelve-month period as estimated by the District utilizing such standardized methods as it deems appropriate. Notwithstanding the foregoing, however, a non-Residential Customer may install a water meter on its well, and if such meter satisfies the District's meter specification requirements and is kept in good working order, SFE attribution shall be based upon actual average usage. Residential Tap Fees for any sewer-only service connection (i.e., a Customer whose property is not connected to the public water system) shall be the same as set forth in Appendix C for other Residential Customers.
- E. **Surcharges. As set forth more fully in the "Pretreatment Regulations."** Certain Non-residential Customers pose a higher risk to the Public Wastewater System than other Customers and shall be subject to Pretreatment Charges and additional inspections at the rates set forth in Appendix C.
- F. Whenever additional Tap Fees are due, they shall be calculated at the rates in place at the time the adjustment is made, and whenever SFEs are reduced for purposes of adjusting Taps required, any refund shall be based upon rates in existence at the time of the Customer's initial Tap purchase.

### 9.4.3 Transfer Fee

If a Wastewater Tap or one or more SFE's authorized under a Wastewater Tap is otherwise transferable in accordance with these Rules and Regulations or the terms of a Tap Purchase Agreement with the District is transferred to a Parcel of Land other than the Original Premises or the property specified in such



agreement, a transfer fee shall be charged in an amount equal to 10% of the Tap Fee in effect on the date of the transfer unless (i) the Tap was purchased under a Tap Purchase Agreement, in which case the Transfer Fee shall be in an amount equal to the difference in the Tap Fee paid pursuant to the Tap Purchase Agreement and the Tap Fee due at the time of the application for wastewater service, or (ii) the Tap or one or more of the SFE's authorized under the Tap have been in inactive status for more than one year, in which case the Transfer Fee also shall be in an amount equal to the difference in the Tap Fee originally paid and the Tap Fee due at the time of the application for wastewater service. No transfer fee shall be imposed for the re-assignment of a Tap within the same Parcel of Land due to replatting of such Parcel of Land.

## **Section 9.5. Differential Fees and Charges.**

### **9.5.1 Differing Facilities**

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 Tap Fees and other charges 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 SFE basis or upon any other formula determined appropriate by the Board. 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.

### **9.5.2 General.**

Notwithstanding anything herein to the contrary, the Board reserves the right to adjust fees and charges where, in its sole discretion, the charges calculated pursuant to Appendix C do not represent a fair and equitable charge for intended usage. In this regard, a review and adjustment of charges may be made at any time structure usage or size is modified or upon application for review by the Customer. Following review at Customer request, no additional review or adjustment by the District shall be made for at least twelve months, unless structure usage or size is modified during such twelve-month period.

## SECTION 10

### Inclusion and Exclusion of Property

#### Section 10.1. Inclusion.

Where it is desirable and technically feasible to provide water and/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 in accordance with the terms of the Act. All Improvements on any Parcel of Land to which water and/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.

##### 10.1.1. 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 in order to determine whether or not the Public Water and Wastewater Systems are physically capable of furnishing service to such property.
- B. If it is determined that the Public Water and Wastewater Systems 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 plus such fees as may be imposed by EMD. 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.

### **10.1.2. Inclusion Fee.**

For any property accepted for inclusion within (i) the District for water or wastewater services, the Applicant shall pay an inclusion fee in the amount set forth in Appendix C plus such fees as may be imposed by EMD, which shall be applied on a per equivalency basis. For purposes of determining the 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 Water and Wastewater Systems, 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. 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 10.2. Exclusion.**

### **10.2.1. 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) service to the property is not feasible as determined by the Board, (ii) in serving the property, the District

would be duplicating existing public water and wastewater services, 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.

### **10.2.2. 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.

## APPENDIX A

### A-1 Service Installation Information Sheet for Water Service

#### A. General:

1. The District will extend water service to Customers of the public water system in accordance with the System Development Fee, service connection and water main extension policies and its Regulations in effect and subject to change on file at the District office.
2. The Customer shall have the water service installation completed within one year from the date of his application and shall have paid the appropriate System Development Fee and charges for materials before water service will be connected.
3. The Customer shall provide, at his expense, a completed water service installation consisting of all piping, fittings, valves, meters, valve boxes and related appurtenances extending from the point at which the main is tapped to a point inside the structure where the meter yoke is installed.
4. A curb valve and valve box shall be installed on service lines with inside meter sets and shall be located at the property line as shown on the attached drawings.
5. The District will install the corporation cock and tap the main. The Customer shall advise the District when trench will be opened and shall not backfill the trench until the District has tapped the main and installed the corporation cock. The District will not tap a new main until completion of chlorination tests. The water meter will be set at a time specified by the Customer after tap connection and service line inspection.
6. If for some reason, caused by the Customer, the inspection, tapping operation and setting of the meter cannot be accomplished on the first call, there will be (a) a call back charge for each call-back involving the contractor responsible for tapping the main and (b) a call back charge for each call-back involving District personnel, or (c) the actual costs incurred by the District for such contractor or Company Personnel, if greater than the established charge; such amounts shall be paid in advance prior to the next inspection. The call back charges are set forth in Appendix C.

B. Trenching and Backfilling:

1. Service lines shall be installed with a minimum depth of cover of six feet (6').
2. All Trenching shall conform to federal, state and local governmental standards.

C. Service to Main Connection:

1. The service pipe shall be connected to the main by means of a corporation cock installed by the District.
2. The service pipe shall be provided with a vertical bend at the corporation cock to provide for expansion and contraction.

D. Curb Valves and Curb Boxes:

1. Curb valves shall be of the same size as the service pipe and shall be of the stop and waste type.
2. A cast iron valve box with foot piece shall be installed in the service pipe, centered over the curb valve to protect the curb valve. Valve boxes shall be installed so that the lid will be flush with the finished grade, unless otherwise specified by the District.

E. Materials:

1. Materials, other than pipe, shall be obtained from the District or its agent, and the Customer will be billed for such materials by the District at cost plus handling. A residential Customer with a 5/8" or 3/4" meter shall use 3/4" copper pipe, Type K, which may be obtained from other suppliers; all other Customers with larger meters should contact the District Engineer for material specifications.

F. Tap Fees:

1. Each Applicant will be required to pay a non-refundable water Tap Fee in accordance with the District Tap Fee schedule before water service will be connected. The Tap Fee is subject to change from time to time as determined by the District. Tap fees increase as the amount of water consumed increases.

G. Main Extension:

1. If the District determines that a main extension is required, the Customer will be responsible for the costs of installation, engineering and related expenses. A main construction deposit shall be payable to the District prior to the start of construction. Construction estimates are good for a period of ninety (90) days after such

estimates and are contingent upon the District's approval, availability of materials as well as all roads being to final grade. The District should be contracted for complete details.

## **A-2 Service Installation Information for Wastewater Service Lines**

### **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.

#### **4. 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, 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. 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 D for technical specifications.

#### **6. 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.

#### **7. 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, 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.

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

#### **12. Inspection.**

Inspections shall be completed in accordance with Section 4 prior to connection to the public Wastewater System.

## APPENDIX B

### Wastewater Main Extensions

1. All 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 water 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, then determine whether or not a contract will be entered into with the low bidder for construction of the subject main extension. If the Applicant shall, within thirty (30) days, then determine whether or not a contract will be entered into with the low bidder for construction of the subject main extension. 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 District 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 are necessary to acquire easements for the main extension, including surveys therefore, if so 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 water connection permits to the Applicant.

5. The Applicant for a water line extension may, in his discretion, direct the District 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 established under the professional services agreement with the District Engineer as approved from time to time by the Board. Costs of surveys for easements shall be in addition to ordinary engineering fees.

## APPENDIX C

### Schedule of Rates, Fees and Charges (Section numbers refer to Rules and Regulations)

#### C.1 Water and Wastewater Service Charges.

- a. Water monthly base rates:

Base Rate (per SRE)	\$27.50
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 over 14K	\$15.00

- b. Wastewater monthly base rates:

Flat Rate (per SRE)	\$57.00
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- c. Bulk Water: Bulk water fees are as established and modified from time to time by EMD.
- d. Inactive Service Fee: This fee for both Non-Residential and Residential Water and Wastewater service shall be \$15 per equivalent unit.

#### C.2 Non-residential Wastewater Pretreatment Fees and Monthly Charges

- a. Pre-treatment Permit fees

Pre-treatment Permit (temporary or one-year)	As determined by Manager
Permit application or renewal review	\$ 50.00
Initial or renewal inspection	\$100.00
Compliance inspections	\$100.00 per hour

b. Monthly charges

Base rate (per SRE)	\$1.00
Category 1 (low risk)	Base rate
Category 2 (higher risk)	Base rate + \$1.00
Category 3 without adequate sample ports	Base rate + \$2.00
Category 4 with sample ports that are not in compliance	Base rate + \$3.00
Multi-Tenant accounts	As determined by Manager

c. Pretreatment discharge violation fines and penalties:

Any Customer who violates the terms of a Discharge Permit, fails to maintain required pretreatment equipment in good working order, or operates without a Discharge Permit where one is required by these Rules and Regulations shall be subject to emergency water and/or wastewater shut-off and shall be liable to the District for all remediation costs and expenses incurred to correct the non-compliance and/or to protect the public system, including but not limited to administrative costs, consultant's fees, attorney's fees and costs, and costs associated with additional monitoring. Additionally, the following fines shall be imposed for each day of non-compliance:

1st violation – up to twice discharge limit	\$150.00
1st violation – over twice discharge limit	\$300.00
2nd violation – up to twice the discharge limit	\$300.00
2nd violation – over twice the discharge limit	\$300.00
3rd violation	\$600.00, base rate surcharge equal to Category 4 charge per month and possible termination of water and wastewater service

d. Pretreatment administrative violation fines and penalties:

Any Customer who repeatedly fails to comply with the reporting and record keeping requirements of §7.8 of the Rules and Regulations or any specific District Permit shall be

subject to Discharge Permit revocation and emergency water and/or wastewater shut-off. Additionally the following fines shall be imposed for each day of non-compliance with reporting and record keeping requirements:

1st violation	\$ 25.00
2nd violation	\$100.00
Any additional violation	\$200.00

### C.3. Tap Fees.

a. Water Taps: Water taps are purchased through Evergreen Metropolitan District ("EMD"), and all Water Tap Fees are as established and modified from time to time by EMD. Except as may be allowed by EMD's Rules and Regulations, a separate Water Tap must be purchased for each Residential Unit. Non-residential Water Taps must be purchased in accordance with EMD's Rules and Regulations based upon estimated water usage. For Non-Residential Water Tap allocation purposes, one Single Family Equivalent ("SFE" or "EQR") entitles the non-residential user to use 7,600 gallons of water per month. Current EMD Water Tap Fees and related charges are as follows: What does "ERQ" mean? (The acronym is EQR, from Denver Metro Wastewater District (probably a Gerry term as he is on their Board), it means the same as SFE)

Unit Size (gross sq. ft.)	Equivalent Unit	Water Connection Fee
Single Family Dwelling	1.00	\$18,000.00
<1250 sf		\$ 9,000.00
Multi-unit Dwelling	1.00	
2000 + sf		\$18,000.00
1250 – 2000 sf		\$15,000.00
<1250 sf		\$ 9,000.00
Non-residential Commercial Rate Structure	1.00	\$18,000.00
– each tap equals 7,600 gallons		
Non-residential water tap schedule with a one percent (1%) declining rate discount for every tap after the first tap with a ten percent (10%) maximum discount rate for multiple taps.		



Irrigation only water service connection	\$ 9,000.00
50% of the system development fee for the first Non-residential tap equivalent	\$ 4,500.00
25% of the system development fee for each additional Non-residential tap equivalent	
Allowable Tap transfer	The fee for transfer of any water License authorized under the Regulations are as set forth in Sections 4.3.2, 9.2.1, and 9.3.5.

b. Wastewater Taps:

Equivalent Tap – all sewer taps	\$23,000.00
Equivalent Tap – 50% reduction on failed / replaced septic system or outhouse for any home that is within the District boundaries	\$11,500.00
Allowable Tap transfer	The fee for transfer of any wastewater License authorized under the Regulations are as set forth in Sections 4.3.2, 9.2.1, and 9.4.3.

#### C.4 Inspections and Connections/Disconnections.

a. Water: Water inspection and connection/disconnection and water meter requirements and fees are as established and modified from time to time by EMD.

b. Wastewater:

Pre-connection service line inspection (per trip)	\$100.00
Pre-disconnection service line inspection (per trip)	\$100.00
Connecting service line to main	\$145.00
Disconnecting service line from main	Actual costs including labor, materials, and supervision (generally approx. \$1,500 up to actual cost) Deposit may be required.
Pre-draining swimming pool inspection	\$100.00

Well meter testing	\$ 30.00
Well meter inspection	\$ 30.00

## C.5 Permits and Licenses

- a. Contractor's License Fee. § 7.7.2(B)

Review of initial application for 2-yr. license	\$ 40.00
1-yr. renewal of un-expired license	\$ 20.00
2-yr renewal of expired license	\$ 40.00

- b. Water Permits: Water-related Permits requirements and fees are as established and modified from time to time by EMD.

- c. Wastewater Permits:

Pre-treatment Permit	See C.2
Stub-in Permit	See C.4
Connection Permit	See C.4
Special Permit	As established by Manager

## C.6 Inclusions/Exclusions.

- a. Water: Requirements and fees for inclusion to receive water services or exclusion from the District and the discontinuation of water services are as established and modified from time to time by EMD.

- b. Wastewater:

Inclusion	<p>\$2,500 per SREs need to service property to be included plus greater of \$500 or all actual costs (including administrative, legal, publication, map revisions).</p> <ul style="list-style-type: none"> <li>● \$500 deposit required upon submission of Petition.</li> <li>● Balance due prior to submission of Resolution to District Court if Petition is approved by District Board.</li> <li>● Additional requirements may apply.</li> </ul>
Exclusion	<p>\$500 plus all actual costs (including administrative, legal, publication, map revisions).</p> <ul style="list-style-type: none"> <li>● \$500 deposit required upon submission of Petition.</li> <li>● Balance due prior to submission of Resolution to District Court if Petition is approved by District Board.</li> <li>● Additional requirements may apply.</li> </ul>

### C.7. Main Extension Fees.

Preliminary fee	\$300 plus \$0.25 per lineal foot payable upon submission of main extension application.
Complete costs	All actual costs, including consulting, administration, and legal •Deposits required as provided in Rules

### C.8 Miscellaneous Fees, Charges and Penalties.

Payment delinquency penalty	Maximum allowed by law
Lien filing	\$200.00
Lien release	\$150.00
Unauthorized connection or disconnection penalty	\$1,000.00 plus actual costs to correct and pre-treatment penalties, if applicable
Violation of cross-connection and back-flow control regulations	\$100.00 per incident

All other wastewater violations	\$25.00 plus actual costs to correct and pre-treatment penalties, if applicable, plus 12% administrative charge
Violation of EMD water Rules & Regulations	As established by EMD
Bulk water sale fees	As established by EMD
Fire hydrant fees	As established by EMD
Account Service Transfer Fee	\$25.00
Document reproduction fee and open records request	\$.25 per standard copy and actual cost for a copy, printout or photograph of a public record in a format other than a standard page and a research and retrieval fee of \$30.00 per hour, and no charge for the first hour of time expended
Other charges and fees	\$25.00 or actual costs plus 12% for special services requested or required

## APPENDIX D

### 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.

## APPENDIX E

### 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.

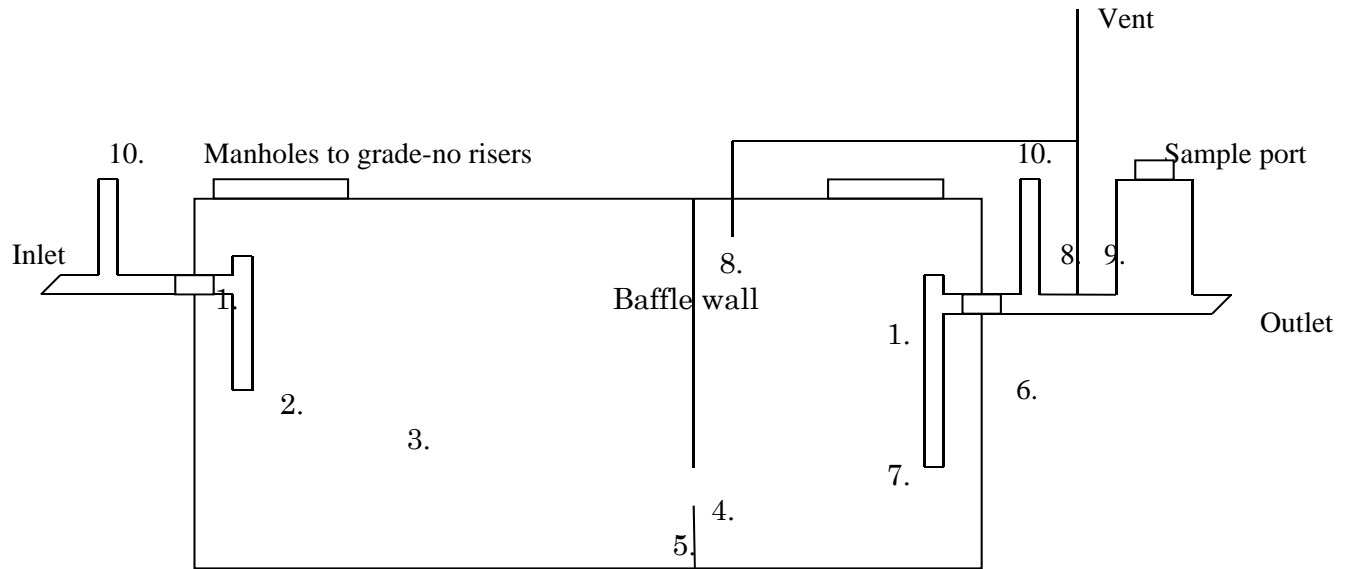
Oil and grease interceptors shall be installed to prevent the introduction of commercial kitchen grease and oil into the District's public wastewater system. Facilities subject to these requirements include, but are not limited to, restaurants, bars, taverns, delis, cafes, schools, medical centers, nursing homes 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.



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 \_\_\_\_\_

