



**Sewer Use Rules and Regulations
of the
Clifton Sanitation District**

Effective: February 7, 2024

Table of Contents

ARTICLE I. GENERAL.....	1
1.0 General.....	1
1.1 Policy	1
1.2 Authority.....	1
1.3 Purpose	1
1.4 Intent of Construction	1
1.5 Amendment.....	2
ARTICLE II. DEFINITIONS	3
2.0 Definitions.....	3
2.1 Accessory Dwelling Unit.....	3
2.2 Applicant.....	3
2.3 Board	3
2.4 Construction Contract	3
2.5 Contractor.....	3
2.6 Customer	3
2.7 Developer	4
2.8 District	4
2.9 District Line.....	4
2.10 District Manager or Manager	4
2.11 District Representative	4
2.12 Dwelling Unit	4
2.13 Elector.....	5
2.14 Equivalent Residential Unit.....	5
2.15 Line Extension	5

2.16	Monitoring Manhole	5
2.17	Owner	5
2.18	Plant Investment Fee or PIF	5
2.19	Point of Service.....	5
2.20	Property Line	5
2.21	Residential Garage.....	5
2.22	Service Lines	6
2.23	Subdivider.....	6
2.24	Tap	6
2.25	Tap Fee	6
2.26	Threshold Bid Amount.....	6
ARTICLE III. CONSTRUCTION, BIDDING AND RELATED REQUIREMENTS		7
3.0	Construction Bidding, Contracting, and Related Procedures	7
3.1	Contracts of the District Funded with the District Revenues	7
3.2	Line Extensions and Related Requirements and Agreements	10
3.3	Modification of Standards and Specifications	26
3.4	Recapture Agreements and Fees	27
ARTICLE IV. OWNERSHIP AND OPERATIONS.....		28
4.0	Ownership and Operation of System.....	28
4.1	Responsibilities of the District.....	28
4.2	Liability of the Clifton Sanitation District.....	28
4.3	Ownership, Maintenance and Repair of System.....	29
4.4	Inspection Powers and Authority of District Agents.....	33
4.5	Access to District Lines and Facilities; Trespass & Penalties	34

4.6 Modifications, Waiver and Suspension of Policy..... 34

**ARTICLE V. COMMERCIAL AND INDUSTRIAL USERS –
REQUIREMENTS 35**

5.0 Title and General Provisions 35

5.1 Purpose and Policy..... 35

5.2 The Objectives of these Rules and Regulations are:..... 35

5.3 Recovery of Costs..... 36

5.4 Definitions..... 36

5.5 Abbreviations..... 47

5.6 Fats, Oil and Grease (FOG) Control and Petroleum, Oil & Sand Separator
Requirements 48

5.7 Inspections..... 60

5.8 Authority, Enforcement and Compliance..... 61

5.9 Industrial Wastewater Discharge Standards 62

5.10 Surcharges for High Strength Waste 70

5.11 Specific Powers of the Manager..... 71

5.12 General Powers of the Manager..... 72

5.13 Pretreatment and Monitoring Facilities 72

5.14 Slug Discharge and Spill Control Plans 74

5.15 Wastewater Discharge Permits..... 75

5.16 Discharge Permit Modification..... 76

5.17 Discharge Permit Revocation 77

5.18 Special Agreements and Contracts 78

5.19 Reporting Requirements 78

5.20 Administrative Enforcement Actions..... 84

5.21 Extra Monitoring Charge 87

5.22	Confidentiality.....	88
5.23	Regulation of Users from Outside Jurisdictions.....	89
ARTICLE VI. APPLICATION FOR SERVICE		91
6.0	Application for Service.....	91
6.1	Inclusions	91
6.2	Service Outside the District.....	92
6.3	Application for Service.....	92
6.4	Denial of Application	92
6.5	Cancellation of Application and Refund of Fees	93
6.6	Abandonment of Application for Service	93
6.7	Change of Service	93
6.8	Change in Use of Service	94
6.9	Removal of Buildings.....	94
6.10	Unauthorized Connection Fees.....	94
6.11	Revocation of Service.....	95
6.12	Disconnect Hearing.....	96
6.13	Abandoned Taps.....	97
6.14	Inactive Taps.....	98
ARTICLE VII. RATES AND CHARGES.....		99
7.0	Rates and Charges.....	99
7.1	General.....	99
7.2	Classification of Customers	99
7.3	Tap Fee	99
7.4	Standby Fee	100
7.5	Mobile Home Park Tap Fees and Service Fee.....	100

ARTICLE VIII. REFERENCE CHARGES	101
8.0 Reference Charges.....	101
8.1 Tap Fees for Other Uses	104
8.2 Amended Tap and Service Fees	105
8.3 Payment of Service Fees.....	105
8.4 Perpetual Lien and Other Charges	105
8.5 Condition of New Services.....	105
8.6 Termination of Service	106
8.7 Parties to be Notified.....	106
8.8 Certification to Treasurer of Delinquent Charges	106
8.9 Enforcement of Perpetual Lien	107
8.10 Interest, Payment Agreements, Surrender of Sewer Taps.....	107
ARTICLE IX. EXCAVATION PERMITS AND 811 DISTRICT LINE	
LOCATION	109
9.0 District Line Location Obligation and Permit Requirements.....	109
9.1 Definitions.....	109
9.2 Requesting Line Location Before Excavation; Permit Requirements	110
9.3 Permit Requirements, Boring and Camera Inspection	111
9.4 Line Locate Requirements.....	111
9.5 Damage to Underground Facilities	112
POLICY ADOPTED	114

Article I. General

1.0 General

The title of these Rules and Regulations shall be the Sewer Use Rules and Regulations of the Clifton Sanitation District. This document may be cited as such or may be referred to as the "Rules and Regulations."

1.1 Policy

The Board of Directors of Clifton Sanitation District ("District") hereby declares that these Rules and Regulations will serve a public use and are necessary to promote the health, safety, prosperity, security and general welfare of the people within the District.

1.2 Authority

The District was organized June 30, 1967. The District was established for the purpose of providing sanitary sewer service to properties within the District boundaries, if feasibly possible. The District is a governmental subdivision of the State of Colorado and a corporate body with those powers of a public quasi-municipal corporation that are specifically granted, or necessary or incidental to those powers specifically granted for carrying out the objectives and purposes of the District, pursuant to C.R.S. Section 32-1-101, *et seq.*

1.3 Purpose

The purpose of these Rules and Regulations is to ensure an orderly and uniform administration of sanitary sewer service in the District.

1.4 Intent of Construction

It is intended that these Rules and Regulations shall be liberally construed to affect the general purpose set forth herein, and that the provisions should be interpreted as a uniform document. No omission or provision in these Rules and Regulations shall be construed as an alteration, waiver or deviation from any grant of power, duty or responsibility, or limitation or restriction, imposed or conferred upon the Board by virtue of Colorado law, or under any contract or agreement existing between the District and any other governmental entity.

Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of law which is now enacted or may subsequently be enacted by the

Colorado General Assembly pertaining to the governmental or proprietary affairs of the District.

1.5 Amendment

The District shall retain the power to amend these Rules and Regulations to reflect those changes determined to be necessary by the Board of the District. Prior notice of the amendments need not be provided by the District.

Article II. Definitions

2.0 Definitions

The following terms, when capitalized and used in these Rules and Regulations, shall have the meaning provided below.

2.1 Accessory Dwelling Unit

"Accessory Dwelling Unit" means a Dwelling Unit with less than 950 feet of living space which is secondary to a principal Dwelling Unit which may be attached to the principal structure or freestanding.

2.2 Applicant

"Applicant" shall mean any person or entity who applies to the District for a sanitary service connection or disconnection, main line extension, or other such service agreement, or for inclusion or exclusion from the service territory.

2.3 Board

"Board" shall mean the Board of Directors of the District.

2.4 Construction Contract

"Construction Contract" shall mean a written agreement between the District and another party for the construction, alteration, moving, maintenance, demolition, or repair of any building, structure, facility, District Lines or improvement or relating to the excavation of or other development or improvement to land, along with contracts for materials for such projects.

2.5 Contractor

"Contractor" shall mean any person, firm, corporation or other entity authorized by the District to perform work and to furnish materials for the District. The District, at the Board's option, may be its own contractor.

2.6 Customer

"Customer" shall mean any person, company, corporation, public agency or entity, homeowners association or similar entity authorized to connect to and use the District sanitary sewer system. This is the party whose name is on record in the District office for billing purposes.

2.7 Developer

“Developer” shall mean any person or entity that owns land and/or is subdividing land for resale and seeking to have the property within the District boundaries served by the District.

2.8 District

“District” shall mean the Clifton Sanitation District, the operating organization responsible for the operation and maintenance of the wastewater treatment system. This term also includes contractors or other governmental entities that are under contract or agreement with the District and that have authority to implement pretreatment program activities.

2.9 District Line

“District Line” shall mean all sewer lines owned by the District located in properly dedicated easements or rights-of-way.

2.10 District Manager or Manager

“District Manager” or “Manager” is the Manager of the Clifton Sanitation District or his/her designated representative.

2.11 District Representative

“District Representative” shall mean the Manager or other designated representative, including a contractor or firm that has been authorized by the District to perform engineering services on behalf of the District.

2.12 Dwelling Unit

“Dwelling Unit” means a building designed and used for residential occupancy by a single Household and that includes exclusive sleeping, cooking, eating, domestic water facilities and sanitation facilities. Buildings with more than one (1) kitchen shall be considered multi-dwelling structures. If a question arises on the interpretation of whether or not a structure is a Dwelling Unit, such interpretation shall be resolved by the District Manager who may reference the Mesa County Land Development Code for guidance. The term “Household” means any one of the following: One or more persons related by blood, marriage, adoption, or legal guardianship, including foster children, living together in a Dwelling Unit. A group of not more than five persons not related by blood, marriage, adoption, or legal

guardianship living together in a Dwelling Unit; or two (2) unrelated persons and their children living together in a Dwelling Unit.

2.13 Elector

“Elector” shall mean any person who is a registered voter that has resided in the district for at least twenty-nine (29) days.

2.14 Equivalent Residential Unit

“Equivalent Residential Unit” (EQU) shall mean a use which is estimated to have an impact upon the sewer system equal to that of the average dwelling unit.

2.15 Line Extension

“Line Extension” is any new construction of sewer lines within the District boundaries, or outside of District boundaries if expressly approved by the Board.

2.16 Monitoring Manhole

“Monitoring Manhole” is a manhole at which wastewater can be monitored.

2.17 Owner

“Owner” shall mean the landowner, Developer, Subdivider, other entity or agency actually paying for the construction of the sewer Tap or sewer lines or paying applicable sewer service fees.

2.18 Plant Investment Fee or PIF

“Plant Investment Fee” or “PIF” shall be determined as explained in Article VIII.

2.19 Point of Service

“Point of Service” is the point at which the Service Line enters the residence, building, or other structure which deposits sanitary sewage into the District sewer system.

2.20 Property Line

“Property Line” is the boundary line of a Developer or Owner’s real property or a boundary of private property.

2.21 Residential Garage

“Residential Garage” shall mean a building for housing automobiles.

2.22 Service Lines

“Service Lines” are the sewer lines from the point of the Tap to the Point of Service.

2.23 Subdivider

“Subdivider” shall mean a person or entity who is subdividing a tract of land into two or more parcels.

2.24 Tap

A “Tap” is the connection where the Service Line hooks onto the District line.

2.25 Tap Fee

The “Tap Fee” is the fee charged to Customers of the District as established pursuant to these Rules and Regulations.

2.26 Threshold Bid Amount

The “Threshold Bid Amount” shall mean One Hundred Twenty Thousand and NO/100 Dollars (\$120,000.00), except that dollar amount shall increase by the rate of inflation on July 1, 2028, and every five (5) years thereafter pursuant to C.R.S. Section 32-1-1001(1)(d)(I.5).

Article III. Construction, Bidding and Related Requirements

3.0 Construction Bidding, Contracting, and Related Procedures

3.1 Contracts of the District Funded with the District Revenues

3.1.1 Contractor Selection and Bond Requirements

The District may proceed in one of two ways when selecting a contractor to perform work on Construction Contracts:

(a) Bid Process

On all Construction Contracts of the District which are funded with District revenues, except in cases when the District will receive aid from a governmental agency or purchase through the state purchasing program, a notice shall be published for bids on all Construction Contracts for work or material, or both, involving an expense of public monies that is not less than the Threshold Bid Amount. The District may reject any and all bids and, if it appears that the District can perform the work or secure the materials for less than the lowest bid, it may proceed to do so. For all Construction Contracts of less than the Threshold Bid Amount, the District may, at its election, submit the contract to bids or may dispense with the bid process.

A notice or invitation to Bid shall be published one time in a newspaper of general circulation within the District boundaries. Notice will require sealed proposals to be submitted for the construction to be done or for the materials needed. Information will be provided on how to obtain the specific contract requirements (or the requirements will be stated), where and when the plans and specifications may be examined, and the time and place the sealed proposals will be opened and publicly read.

The District retains the right in its sole discretion to reject any or all proposals; determine the Contractors and subcontractors that will serve the best interests of the District; and determine the Contractors and subcontractors which are most qualified and responsible to perform the work.

(b) Request for Proposal Process

Instead of following 3.1.1(a) for contracts not less than the Threshold Bid Amount, the District may follow the Integrated Project Delivery process of C.R.S. Section 32-1-1801, *et seq.*, to award a contract to a single participating entity for the design, construction, alteration, operation, repair, improvement, demolition, maintenance, or financing, or any combination of these services, upon a determination that such process represents a timely or cost effective alternative to a conventional bidding process. Such process may include both a Prequalification solicitation and a Request for Proposals ("RFP") process, and must include publishing notice one time in a newspaper of general circulation within the District of the Prequalification request (if used) or the RFP (if a Prequalification request process was not used). The District may accept the proposal that represents the best value to the District. "Best value" does not necessarily mean the low bid.

No contract for work or material including a contract for services, regardless of the amount, shall be entered into between the District and a member of the Board or between the District and the Owner of twenty-five percent (25%) or more of the territory within the District unless a notice has been published for bids and such member or owner submits the lowest responsible and responsive bid.

Bids must be accompanied by an acceptable bid bond or a certified check payable to the District, in an amount equal to five percent (5%) of the bid. If the bid is rejected, the District shall return the bond or the check to the bidder. If the Board determines in its discretion that a bid bond is not necessary

for a certain request for proposal, the Board may waive this bid bond requirement.

If the bid is accepted and within the time designated in the Notice of Award the contract is not executed, and if required, payment and performance bonds and certificates of insurance are not provided, the District may keep the bid bond or check as liquidated damages and assess other damages as the District may determine.

Payment and Performance Bonds are required for contracts for construction, maintenance, or repair of buildings or public works, over Fifty Thousand and NO/100 Dollars (\$50,000.00) and are discretionary with the Board of Directors if the contract is under Fifty Thousand and NO/100 Dollars (\$50,000.00). Such bonds shall be issued in accordance with the provisions of C.R.S. Sections 38-26-105 and 106 in the amount of at least one-half of the contract amount. Maintenance bonds may also be required at the discretion of the District.

3.1.2 Final Settlement of Construction Contracts

If the amount of the contract awarded exceeds One Hundred and Fifty Thousand Dollars (\$150,000), the District shall, not later than ten (10) days before the final settlement and payment is made, publish a notice thereof at least twice in a newspaper of general circulation in Mesa County. The notice should indicate that any person that has furnished labor, materials, supplies used or consumed by a contractor or subcontractor, who has not been paid, may file with the District a verified statement ("claim") of the amount due on account. No sooner than eleven (11) days after publication, if no claims have been made, payment in full to the contractor may be made. If a claim has been filed with the District, the District shall withhold from payments to the contractor sufficient funds to ensure payment of the claim until the claim is withdrawn, paid, or 90 days have passed, in accordance with procedures established in Section 38-26-107(2), C.R.S., or other applicable laws. If, within 90 days from the date of settlement, the claimant has not filed a lawsuit to enforce

such claim, the funds withheld which are not the subject of suit shall be paid to the contractor. See, Section 38-26-107(3), C.R.S.

3.1.3 Other District Contracts

Agreements or contracts entered into by the District that are not Construction Contracts do not require approval by the Board, and may be entered into by the District Manager on behalf of the District, so long as amounts necessary for payments under such contracts have been appropriated by the Board in the District's budget.

3.2 Line Extensions and Related Requirements and Agreements

3.2.1 Funded by Developers

In all contracts for line extensions funded by Developers or private property Owners, the following provisions shall apply:

(a) Legal Jurisdiction

It shall be unlawful for any person to connect to a District Line without first having made formal application to the District for approval, and having complied with the Rules and Regulations of the District.

(b) Approval

The Owner or Owners of the property to be serviced by the new Line Extension shall submit to the District a proposed Sewer Line Extension Agreement, a plat of the property to be served, engineering designs required in the District Manager's discretion for the extension, and an application/inspection fee. The Application and Inspection fee as of 2023 is One Thousand Five Hundred Dollars (\$1,500); such fee may be adjusted from time to time at the discretion of the Board. The proposed Agreement and submittals will be reviewed by the District representative for compliance with the District's specifications, Rules and Regulations. Upon compliance, as determined by the District Representative, the District will make final approval of the extension and complete the Agreement.

(c) Procedure

If the Application is approved, the Owner shall select a Contractor from a list of pre-approved Contractors. If the Owner wishes to use a contractor that is not on the pre-approved list, then the Owner may request that the District approve the selected contractor. The District will either approve or disapprove of the selected contractor based on criteria established by the District. If the selected contractor is not approved, then the Owner must proceed with an approved contractor.

(d) Construction Contract

Upon selection of the Contractor, the Owner shall submit a copy of the signed construction contract to the District and prior to any construction of the Line Extension the Owner shall enter into a Sewer System Extension Agreement with the District.

(e) Inspections

All inspection fees required by the County, State Highway Department, the District, or any other agency shall be paid by the Owner, or Owners' Contractor. The District will provide to the Owner a schedule of fees.

(f) Location of Line Extensions

All Line Extensions shall be installed in roads or streets which the County, State Highway Department, or other public agency has accepted as a public right-of-way, or in easements granted to the District. The Owner will also construct a private service line from each property line to be serviced by the Line Extension to a point at least ten (10) feet inside the private lot or to the edge of the public right-of-way or utility easement, whichever distance is the greatest, unless otherwise waived by the District. The cost of obtaining easements to be granted to the District shall be paid by the Owner including any costs incurred by the District Representative or attorney in obtaining or approving such easements. The Line Extension shall not be accepted by the District and no Taps shall be issued for the Line Extension until the easements are duly

recorded and the Line Extension is free and clear of all liens and encumbrances and appropriate bonds or other guarantees are provided to cover the cost of all maintenance for two (2) years from the date of initial acceptance of the Line Extension by the District pursuant to subsection (h) below.

(g) Performance and Payment Bond

The Owner or its contractor shall furnish the District with a performance and payment bond guaranteeing performance of the work and holding the District harmless for the payment of all amounts to the contractor. The performance and bond shall be in an amount equal to one hundred percent (100%) of the contract cost.

(h) Maintenance Bond

The contractor or the Owner shall post a maintenance bond to guarantee performance of all required maintenance on the Line Extension for a period of up to two (2) years following initial acceptance of the Line Extension by the District in accordance with District specifications. The District may accept suitable collateral or other guarantees in lieu of posting such a bond.

(i) Oversizing

The Owner shall oversize all District Line Extensions as required by the District.

(j) As-Builts

Except as provided in subsection (m), prior to the District's initial acceptance of the Line Extension, and prior to the issuance of Taps on the Line Extension, "As-Built" drawings prepared by a registered engineer shall be provided to the District in a form acceptable to the District's Representative.

(k) Final Acceptance

At the end of two (2) years following the date of initial acceptance, and if the Line Extension is acceptable to the District in all respects, then the District shall give final

acceptance of the Line Extension and shall assume all maintenance on the Line Extension subject to the provisions of Article IV.

(l) Manhole Adjustments

For a period of five (5) years after the date of initial acceptance of the Line Extension, the Owner shall indemnify and save harmless the District for all costs of adjusting any manholes to finished grade and alignment.

(m) Issuance of Tap Before Initial Acceptance

The District may sell conditional sewer Taps for new Line Extensions prior to the initial acceptance of the Line Extension and prior to acceptance of the As-Built drawings to allow Developers to begin construction of improvements. Payment must be made in full for the purchase of all conditional sewer Taps. No final connection to the Line Extension shall be permitted and no sanitary sewer service shall be provided to a property with a conditional sewer Tap until after initial acceptance of the Line Extension by the District and until after acceptance by the District of the As-Built drawings. If the price of the sewer Tap increases between the date of acceptance of the As-Built drawings and the initial acceptance of the Line Extension (whichever date is later), then before service will be provided to the property, the Owner shall pay the amount of any Tap increase. No service will be provided to any property until such time as the current Tap Fee is paid in full and until initial acceptance of the Line Extension and acceptance of the As-Built drawings.

(n) Development Plans and Detail Sheets

All development plans and detail sheets for sewer Line Extensions submitted to the District shall conform to criteria and drafting standards adopted by the District and identified as "Drafting Criteria and Standards." The District also authorizes the District Representative to require any other information or documentation that is deemed necessary by the District Representative but not

specifically addressed in such Drafting Criteria and Standards.

3.2.2 Cost for Line Extensions

Owners and Developers are responsible for paying all costs for the construction of Line Extensions described in Section 3.2.1.

- (a) Upon proper application for a Tap by the Owners or Developers to be served by the Line Extension, and upon payment of any Tap Fees due, the District may issue a sewer Tap clearance to allow connection to the Line Extension. Such connection shall be in compliance with the District standards and specifications and shall be overseen by the District Representative or their designee.
- (b) The District shall not be responsible for providing Taps or for reimbursing the owner or developer for the cost of the Line Extension or any unused Taps in the event a sewer Tap moratorium is issued.

3.2.3 Construction Policy for the District

These Rules and Regulations establish the District's practice regarding the construction of sanitary sewer service for customers both within and outside the District's boundaries.

(a) Installation

All Line Extensions, including labor and materials shall be paid for and installed by the Customer/Developer.

1. Tie-In To Existing Sanitary Sewer Stubs

Prior to construction, the Developer's Contractor shall be required to expose the end of any sanitary sewer stub that will be tied into by a new development so the Developer's engineer can check the alignment, grade, and condition of the sanitary sewer stub and that the sanitary sewer stub meets the District's specifications.

- 2. Sanitary sewer stubs not meeting the District's specifications shall be redesigned by the Developer's

engineer to meet the District's specifications. These plans shall be required to be approved by the District prior to construction.

3. A sanitary sewer stub is defined as any section of sewer line pipe extending from a live sanitary sewer maintained and previously accepted by the District to the end of the sanitary sewer stub, including any intermediate manholes. All design, plans, and construction or sewer line replacement shall be at the Developer's expense.

4. Sanitary Sewer Stub-Outs to Future Developable Areas

The Developer shall be required to include in the development plans, sanitary sewer line stubs to any adjoining property that the District deems necessary for future tie-in to the District's sanitary sewer system. The sanitary sewer line stub shall have a manhole constructed at the end of the sanitary sewer stub at a point adjacent to the adjoining property. A sealed opening of the appropriate size and grade shall be placed at the upstream side of the manhole for future tie-in to the manhole. The design plans and construction of the sanitary sewer stub and stub manhole shall be at the Developer's expense.

5. The Subdivider, Owner or Developer of a subdivision will adhere to the District's standards and specifications for sewer line construction in addition to any other Mesa County and State Highway standards which are applicable. Sewer mains, manholes and Service Lines will be approved by the District prior to construction.

6. Notwithstanding the foregoing, the District may in its sole discretion undertake the installation of a line extension, and charge the Customer(s) for any and all related costs in a manner to be determined by the District. The costs charged to and paid by the

Customer are in addition to any other applicable Tap Fee.

(b) Capacity Studies

The District reserves the right to require a downstream flow capacity study by the Developer, if the District feels that any additional contribution to a District collector line will result in the line reaching a line capacity of eighty-five percent (85%) or greater at peak flow conditions. Should a flow capacity study determine that downstream sanitary sewer lines will reach a peak flow capacity of eighty-five percent (85%) or greater by the addition of the development, the Developer, at his cost, shall upgrade the downstream lines where required so that no section of sewer line replaced will have a flow carrying capacity of over fifty percent (50%) after the addition of the new development. Downstream sanitary sewer lines from a development include any section of sanitary sewer line from the point of collection of the development to the point of discharge into the District's Publicly Owned Treatment Works.

(c) Inspection/Approval

The District must be provided access to all work being performed and allowed to inspect such work at its convenience.

The District's inspector or authorized representative will perform the inspection activities and, upon completion of the Line Extension and all required construction activity in accordance with the District's standards and specifications, and to the District's satisfaction, will issue an initial approval which will establish the date of approval for purposes of warranty and ownership provided below.

(d) Warranty Period

The Owner/Developer warrants against defective materials and workmanship from the date of approval by the District (or the District's authorized representative) or until Mesa County has given final approval for that

particular filing number or subdivision, whichever is later, for a period of two (2) years thereafter.

The Owner/Developer is responsible for all maintenance, repair and correction of any defects in the Line Extension during this warranty period. The District may elect to undertake the work necessary to maintain, repair or correct defects, and the Owner/Developer shall be responsible to reimburse the District for all costs incurred by the District. During the warranty period, the Owner/Developer shall indemnify the District for and from any claims for damages the District may suffer as a result of defects of materials or workmanship or failure of the Owner/Developer to maintain and repair the Line Extension, including the costs and reasonable attorneys' fees incurred to defend such claims. The Owner/Developer shall require that any contractor, including Owner/Developer acting as its own contractor, who performs the installation, provide for the District's protection, a maintenance bond equal to one hundred percent (100%) of the amount of the installation costs, effective throughout the warranty period.

(e) Ownership of Line Extensions

The District will own and operate the Line Extension as of the date of approval of the completed system by the District's inspector or authorized representative, subject to the continuing warranty and indemnification responsibilities of Owner/Developer.

(f) Upon successful completion of the Line Extension, the Owner of any property to be served will be required to purchase a Tap and pay the Tap Fee in effect at that time.

(g) All Taps paid in full will be honored as a paid Tap for that tax parcel, the specific lot and block, location, address, unit or building and only for the specific Tap use that was paid. If change of Tap usage is proposed, the Owner is required to obtain necessary approval from the District

- and to pay all additional Tap Fees in accordance with the provisions of Section 6.8 of these Rules and Regulations.
- (h) Upon completion of the sewer lines within the subdivision, and approval and acceptance of such lines by the District, the Developer will deed the main lines to the District together with the suitable easements and rights-of-way for maintenance purposes. Mobile home parks will continue to own their internal lines and furnish repair and maintenance thereon.
 - (i) The Developer agrees that the District may extend these subdivision sewer lines to serve adjacent properties or make no extensions, but serve adjacent properties without reimbursement to the Developer. If the District should extend mobile home park sewer lines to serve adjacent properties, then the District may furnish repair and maintenance service to the mobile home park sewer lines that are used for this purpose; however, the District will only accept this responsibility if the sewer main lines within the subdivision or mobile home park meet the District's current standards and specifications for construction and maintenance.
 - (j) If the Developer has rental dwelling units in the subdivision, he is responsible for the payment of monthly service fees by the renters if they default. With multi-family dwellings, the monthly service will be billed to either the owner of the building or the association of owners, in the case of town homes and condominiums. The owner or association will be responsible for the payment of monthly service fees for each individual dwelling unit within the building.
 - (k) The Tap Fee for each Dwelling Unit is Six Thousand One Hundred and NO/100 Dollars (\$6,100.00). The Tap Fee for multi-family residence is Six Thousand One Hundred and NO/100 Dollars (\$6,100.00) per living unit. Tap Fees are subject to change at the discretion of the Board.

- (l) The base Tap Fee for commercial property shall be no less than one EQU per business. See "Tap Fee and Service Fee Schedule."
- (m) Monthly service fees for buildings such as multi-family dwellings, commercial, etc., will be decided on an individual basis. If non-biodegradable effluents are generated from any customer, pre-treatment of such effluents will be required before discharge of such effluents into the District sanitary sewer system.
- (n) All commercial properties, rental and residential homes will be charged a monthly service fee even if they are vacant and not occupied, until such time as the Tap is abandoned as provided in Article VI. Regardless of whether the property is vacant or not, service fees will begin to be charged beginning on the date water service is activated on the property, or one hundred eighty (180) days after the date the Application for service is submitted to the District, whichever date first occurs. The ongoing service fees for vacant property will continue to be charged to the property Owner. An Owner can elect to abandon the Tap and disconnect, but would then be required apply for service and pay the then current Tap Fees to re-connect as further detailed in Article VI.
- (o) The Board reserves the right to consider any Applicants on an individual basis as to fees and, if it feels that the Developer or Applicant's plans will cause undo financial burden to the District, to increase the fees or deny service.

3.2.4 Construction of Service Lines

(a) Contractors, Plumber, Etc.

No work on Service Lines, connection of Service Lines, or any other work impacting District Lines including work in the road right-of-way or public utility easement, may occur without written authorization from the District. All approved licensed contractors or plumbers, Owners or Customers authorized to conduct such work that may

impact any District Lines shall comply with the County, State Highway Department or local regulations on excavation, backfill, compaction and restoration of surfacing.

(b) Permits, Fees, Licenses, and Penalties.

All permits, fees and licenses shall be paid for by the Contractor, plumber or other persons doing work to tap into, connect to, or that otherwise impacts District Lines, prior to the start of construction. Copies of permits or other written authorization from the District are required prior to work. Any unauthorized work (not including unauthorized connections which are addressed in Article VI) will be subject to penalties as follows: \$250.00 for the first violation; \$500.00 for a second violation; and up to \$1,000.00 for each additional violation.

(c) Excavations

All excavations on the District Lines shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public or private property disturbed in the course of the work shall be restored to their condition prior to the construction.

(d) Inspections

All daily inspection fees on sewer construction required by the District, County or the State Highway Department shall be paid by the District authorized contractor conducting work impacting the District sanitary sewer system.

(e) Notification of Excavation

Before excavation to tap into a District Line, the Owner or the Owner's contractor shall notify the District. The District shall provide Tap location information using the information provided by the District Representative, and "As-Built maps," the District Representative will meet with the Owner or Owner's contractor to physically mark the Tap location.

The District will make every effort to properly locate the Tap, but the District cannot guarantee the proper location for any Tap and the District is not responsible for the improper location of Taps. For most sewer extensions, the District relies on "As-Built" drawings submitted to the District by Developers and the District does not certify the accuracy of those drawings.

3.2.5 One Residence or Business Per Tap

Each Dwelling Unit, Accessory Dwelling Unit and all duplex units and each business or commercial building (unless the same have been split into condominiums units in which case, the provisions of Section 3.2.6 shall apply) shall pay a separate Tap Fee for each Dwelling Unit (a duplex consists of two Dwelling Units), Accessory Dwelling Unit and business or commercial building and shall have and maintain its own separate Service Line and Tap into the District Line. No single Tap shall be used to service more than one (1) Dwelling Unit or Accessory Dwelling Unit, more than one (1) unit in a duplex or more than one (1) business except as provided in Section 3.2.6.

3.2.6 Multiple Building Units

A multiple-unit building is defined as any single building containing three or more Dwelling Units and specifically includes triplexes, apartment houses, town homes, and condominiums, and all office and commercial buildings with more than one (1) tenant or user whether owned singly or as condominium units. A condominiumized residential or office building is a building subject to the Colorado Common Interest Ownership Act. C.R.S. Section 38-33.3-101, *et seq.* Each separate multiple-unit building shall be serviced by a separate Service Line which shall connect to a single Tap into the District Line. The size of the Service Line and the size of the Tap shall be as determined by the District based on the number of units serviced by the Tap in accordance with the latest edition of the Uniform Plumbing Code.

The Owner of the multiple-unit building, if it is a single ownership, the homeowner's association or condominium owner's association, if the building is multiply owned, shall receive a single monthly bill for all of the units in the building. If the monthly fees are not paid or if there is any violation of any of the Rules and Regulations of the District by any users or Owners, then the District may attach its statutory lien against the entire building (including individual ownership interests in the case of condominiums) for enforcement of the violation and may ultimately disconnect the entire building from the District sewer service by disconnection of the single Tap into the District Line. The total bill shall be sent to the original Owner until such time as the condominium association or homeowner's association is formed and the original Owner has properly notified the District of the billing change.

3.2.7 Mobile Home Parks

A mobile home park is defined as any plot of property upon which sewer facilities and individual utility connections are available for two (2) or more mobile homes. Unless otherwise directed by the Board, the following shall apply to mobile home parks:

- (a) All sewer lines within the boundaries of the mobile home park shall be private lines owned, maintained and operated by the Owner of the mobile home park.

These internal lines shall be constructed in accordance with District specifications to prevent infiltration and to minimize blockages, but no liability shall attach to the District for problems arising out of the construction or operation of the internal lines as a result of compliance with the District specifications.

The District shall have no responsibility for the repair, replacement, maintenance inspection or cleaning of any interior lines. The District's responsibility shall end at the point of the Tap into the District Line.

- (b) All internal lines servicing each individual mobile home shall be a minimum of four (4) inches in diameter and any line servicing more than two (2) mobile homes shall be a minimum of eight (8) inches in diameter. Lines will be built to allow for video/camera inspection and jet cleaning and for the removal of grit and debris. All construction shall be in compliance with State Health Department standards.
- (c) The mobile home park main collector line from the boundary of the park to the point of the District Tap shall be no smaller than eight (8) inches in diameter and shall be tapped into the District Line at such location as is designated by the District. A set of "As-Built" drawings for the internal lines prepared by a registered engineer in a form acceptable to the District and in compliance with District standards shall be filed with the District before the Tap is made into the District Line.
- (d) The sewer Tap charge, monthly service fee, and the Capital Improvement Charge shall be based on the provisions of Article VIII of these Rules and Regulations. The entire Tap Fee shall be paid by the Owner prior to the issuance of the Tap.
- (e) The monthly service fee shall be the same per space as a single-family home. A single monthly bill shall be sent to the Owner of the mobile park for payment and shall be based on the number of spaces in the park regardless of whether or not the spaces are occupied.
- (f) If the mobile home park Owner fails to pay the monthly assessment when due, the District may enforce the payment as elsewhere provided in these Rules and Regulations, including the placement of a lien on the entire mobile home park and the disconnection of service at the point of the Tap for the entire mobile home park.

(g) The District shall be entitled to televise and inspect the internal sewer system upon at least twenty-four (24) hours' notice to the Owner of the park to determine if there are infiltration problems with the internal lines, if illegal discharges are being made into the system, or any other legitimate purpose. If it is determined that infiltration is unacceptable or the lines are not otherwise in compliance with District standards, then the District shall notify the Owner of the problem and the Owner shall have thirty (30) days to correct the problem, unless the same constitutes an emergency, in which event the District may establish a shorter time period for compliance. If the problem is not corrected within the ordered time, the District may elect to: 1) do the necessary repair work and charge the Owner and the land occupied by the mobile home park for the cost of the work plus an overhead charge of twenty percent (20%); or 2) may disconnect the mobile home park from the District Line at the point of the Tap until the work is completed by the Owner. In such event, the District shall charge a reconnect fee in an amount to be determined by the Board.

3.2.8 Owner/Developer Responsibility

Payment for the Tap will only be accepted by the District once the development is officially recorded in Mesa County and a signed and recorded plat is provided to the District. The Owner/Developer must also:

- (a) Provide and submit a licensed professional engineer approved plan including all flow calculations and data with project drawings to the District for approval at least thirty (30) calendar days prior to the start of the project. The professional engineer will be required to assure the District in writing, after installation and prior to the District's acceptance, that the project was constructed according to the approved plan.
- (b) Provide an approved contractor to perform the installation of the project.

- (c) Change, without cost to the District, any design or construction aspect of the project that does not conform to the District's standards and specifications or policies.
- (d) Provide a project coordinator responsible for coordination of all aspects of the project with the District allowing for access to and inspections of the work as necessary on behalf of the District.
- (e) Correct, at no cost to the District, any work performed or being performed not in conformance with the District's standards and specifications or policies.
- (f) Fulfill all warranty, indemnity, and performance standards and specifications.
- (g) Provide the District (upon completion) two (2) complete sets of accurate hard copy and applicable AutoCAD-formatted "As-Built" drawings of the installation.
- (h) Obtain, record and assign to the District at the Owner's/Developer's expense all easements necessary for operation and maintenance of the project and provide any other documentation required by the District. The location and size of all easements shall be deeded to the District and the Owner shall provide title insurance naming the District as the insured under the policy.
- (i) Upon approval of the Line Extension by the District's Inspector, transfer all ownership interests in the project (including related appurtenances), secure and transfer all easements to the District, free and clear of all liens, claims and encumbrances, together with proper documentation evidencing this transfer.
- (j) If construction will result in a street cut and if required by Mesa County or Colorado State Regulations, the Owner shall obtain a road cutting permit and excavation construction shall be done in accordance with the appropriate regulations.

- (k) The cost of the road cutting permit shall be paid by the Owner/Developer prior to obtaining the permit. The Owner/Developer or Owner's/Developer's contractor shall produce evidence of proper bonding and licensing to comply with such regulations.
- (l) Provide proof of full payment to the contractor and full lien releases from the contractor and subcontractors and supplies.

3.2.9 District Responsibilities

The District will:

- (a) Review and approve preconstruction plans.
- (b) Provide an Inspector acting as the authorized representative of the District responsible for coordination and inspection of the project on behalf of the District and issuing the approval document.
- (c) Inspect project for the benefit of the District and provide Owner/Developer with written "approval" at the conclusion of construction if the project meets the District's specifications. This inspection is not done for the benefit of the Owner/Developer and does not relieve the Owner/Developer from the responsibility to properly construct the main line extension or from the liability under the warranty, indemnity and maintenance bond provisions and shall not provide a basis of liability by the District for defects in the work or materials.

3.3 Modification of Standards and Specifications

The Board shall adopt, and from time to time may modify standards and specifications for the construction of all sewer lines within the District. All construction shall be in accordance with such standards and specifications and also shall comply in all respects with Mesa County and State Health Department standards and specifications.

3.4 Recapture Agreements and Fees

Recapture fees are intended to recapture a portion of costs expended by the Owners in constructing Line Extensions and sewer facilities that are approved for connection to the District sanitary sewer system. Recapture fees must be for improvements that are outside of or in excess of the needs for servicing the initial development. Approval of recapture fees and related agreements may be considered at the discretion of the District.

3.4.1 Recapture Agreements and Related Guidelines

Recapture fee agreements are subject to Board approval and may not be entered until a resolution approving the agreement has been passed. The District and Owner will negotiate specific terms of the agreement including the calculation and determination of the Recapture Fee and all other terms, provisions, and conditions.

3.4.2 Collection of Recapture Fees

As set forth in a detailed recapture agreement if one has been approved by the Board and entered, the District will, after transfer of the Facilities to the District, collect the Recapture Fees and, after retaining a reasonable administrative fee, remit the balance of the Recapture Fees to the Owner in accordance with the terms of the agreements. The District will require payment of the assessed Recapture Fees at the time of Application and will not issue any clearance for the permit until the fee is collected.

Article IV. Ownership and Operations

4.0 Ownership and Operation of System

4.1 Responsibilities of the District

The District is responsible for the operation and maintenance of the entire sewage collection system. The District is generally responsible for providing capital facilities and shall endeavor to plan for, capitalize and build adequate capital improvements as needed consistent with fiscal responsibility and the best interest of the District but the District shall not be liable or responsible for failure to approve additional service when the capacity is exceeded by demand. The District is generally not responsible for new line construction and in most instances new lines are built by Developers pursuant to the provisions of Section 3.0. Generally, the District owns lines only within the District boundaries, and within dedicated easements or public rights-of-way excluding Service Lines. In some unique situations, and pursuant to intergovernmental agreements or other contracts approved by the Board, the District may assume ownership and responsibility for maintenance of sewer lines or other facilities located outside of District boundaries. Except as noted in the preceding sentence, all other lines, including Service Lines, located outside of the District boundaries or not located within dedicated easements or public rights-of-way within the District are not owned or maintained by the District.

4.2 Liability of the Clifton Sanitation District

No claim for damage shall be made against the District for the following: blockage in the system causing the backup of effluent; damage caused by cleaning of lines; breakage of service mains by District personnel; interruption of service and conditions resulting there from; breaking of any service line by any employee of the District; or for doing anything to the District system deemed necessary by the Board or their agents. The District shall not have responsibility for notification to customer of any of the foregoing conditions. The District hereby reserves the right to cut off service at any time for any reason deemed appropriate. This paragraph shall not relieve the District from liability for negligence of its employees, if such liability would otherwise have existed. The Governmental Immunity Act provisions of C.R.S. Section 24-10-101, *et seq.*, shall apply.

4.3 Ownership, Maintenance and Repair of System

4.3.1 Ownership

All existing and future sewer lines and pumping facilities, facilities connected within and forming an integral part of the sewer system and located in properly dedicated rights-of-way or easements excluding Service Lines, shall become and are property of the District, unless provided otherwise by contractual agreement. The District's ownership terminates at the Tap. All Service Lines are owned and shall be maintained by the property Owner. Said ownership of the District will remain valid whether the lines and other facilities are constructed, financed, paid for, or otherwise acquired by the District or by other persons.

4.3.2 Maintenance

(a) The termination point of the District's responsibility for service maintenance is at the Tap or other connection to a District Line. The Owner is responsible for maintenance of Service Lines and all other related and integrated facilities (e.g., vaults, lift stations) from the Tap to the Point of Service. The District may require an Owner to submit, for the District's approval, a proposed inspection and maintenance plan for the Service Lines and any related and integrated facilities. The District shall be entitled to conduct a camera inspection or other inspection of the Service Lines and all other related and integrated facilities upon at least twenty-four (24) hours' notice to the Owner to determine if there are infiltration problems with the internal lines, if illegal discharges are being made into the system, or for any other legitimate purpose. If it is determined that unacceptable infiltration is occurring or the lines are not otherwise in compliance with District standards, then the District shall notify the Owner of the problem and the Owner shall have thirty (30) days to correct the problem, unless the same constitutes an emergency, in which event the District may establish a shorter time period for compliance.

- (b) If the problem is not corrected within the ordered time, the District may elect to: 1) do the necessary repair work and charge the Owner for the cost of the work plus an overhead charge of twenty percent (20%); or 2) may disconnect the Service Line from the District Line at the point of connection to the District Line until the work is completed by the Owner. In such event, the District shall charge a reconnect fee in an amount to be determined by the Board.

4.3.3 Repair or Replacement

The District shall be responsible for and shall pay all costs of repairing or replacing all District Lines located in properly dedicated easements or rights-of-way excluding Service Lines. The Customer shall pay for all costs of repairing or replacing the service line from the Tap to the Point of Service.

4.3.4 Sanitary Sewer Backups

(a) General Policy

These Rules and Regulations provide guidelines for the review of claims for damage to private property resulting from sanitary sewer backups.

- (b) As a general principal under Colorado law, the District is not responsible for damages resulting from sewer line backups unless the District has been negligent in the design, construction or maintenance of the affected line.

Since all sewer lines are buried, it is not possible for the District to know in advance if a line is becoming plugged and, in most situations, the District is unaware there is a problem until after flooding has occurred. However, the District recognizes that in many instances the damaged property Owner may not be at fault and yet damages are incurred. The District endeavors to reasonably address these issues and interests under these Rules and Regulations.

(c) Immediate Assistance Payment

Any time a sewer line backup occurs in a District Line that is alleged to result in damage to a claimant's property, the District may provide assistance, in its sole discretion, to meet emergency situations and the District Manager is authorized to spend up to Two Thousand and NO/100 Dollars (\$2,000.00) in immediate assistance ("Immediate Assistance Payment") to pay for pumping and cleanup services. The District may require that any such payment be made directly to any service provider and not to the claimant. This payment is made without admission of fault by the District. This Immediate Assistance Payment is made for the sole purpose of providing funds to the claimant in an effort to minimize damages and to assist the claimant.

(d) Additional Claims

In addition to any Immediate Assistance Payment, the District will promptly investigate any reported sewer backup to determine the extent of damage to private property. The report will be filed with the District Manager and will include all available information and the extent of known damages involved in the incident. A videotape or photographs will also be made of the damage and be made a part of the report.

Any claim for damages in excess of the Immediate Assistance Payment must be filed with the District on the No-Fault Damage Claim form provided by the District and the claim must be filed within forty-five (45) days after the date of occurrence. The form shall include the claimant's name, address, date of occurrence, description, and the amount of damages claimed. Photocopies of invoices and receipts associated with the claim must be attached. All claims will be forwarded to the District's insurance carrier for review.

- (e) The insurance carrier will not consider payment for additional claims resulting from conditions outside the control of the District including naturally occurring acts (earthquake, flood and the like) or from conditions caused by other parties. Claims accepted for payment by the District's insurance carrier will be handled in accordance with the procedures of that carrier.
- (f) Claims rejected by the insurance carrier shall further be reviewed by the District. The District, upon approval of the District Manager, may provide additional assistance by paying up to a maximum of Five Thousand NO/100 Dollars (\$5,000.00) (including the Immediate Assistance Payment) as a "good-faith payment" by the District. Any good faith payment of claims will be made for cleaning, sanitizing or other means taken to make the environment safe for habitation. The good faith payment may also include costs incurred for housing expenses resulting from being displaced from a residence and for replacement of needed furniture such as beds. No payment for loss of electronic equipment will be considered.
- (g) Any additional claims will be paid on a "no-fault" basis. That is to say, negligence of the District need not be alleged, proved or admitted by the District in order to receive payment for additional claims. However, as a condition of accepting payment for additional claims, the claimant must sign a release in a form provided by the District. Such a release will absolve the District from any further liability of any nature arising from the sewer backup and will release the District from any future claims.
- (h) If other insurance covering the loss is available to the claimant, the Owner or other claimant is obligated to pursue recovery of insurance benefits, and the District shall be reimbursed for any payments made as Immediate Assistance Payments, or any other payments made by or on behalf of the District.

If an Owner or other claimant does not pursue available insurance coverage within thirty (30) days of the loss or within 5 days of expiration of the applicable filing of claim time frames or limits under the policy, whichever is shorter, the District is deemed to be authorized by the Owner or other claimant, and shall have the right to the extent permitted by applicable law, to pursue recovery under the policy of insurance benefits and payments to the extent of amounts paid by the District.

- (i) Before any additional claim amount is paid, the claimant must allow inspection of the property and examination of damage.
- (j) In all events, the District agrees to cooperate with the claimant on the exercise of all claimants' rights of recovery against any person or organization liable for the damages. Neither the District nor the claimant shall do anything after the loss to prejudice such rights and proceed reasonably to secure such rights. Recoveries from any third party shall be applied first to reimburse the District for any amount that it has paid, and including any reasonable expenses incurred by the District in processing the rights of recovery against third parties. Any recoveries above those amounts will be paid to the claimant.
- (k) Nothing in this Section or these Rules and Regulations is intended to waive or diminish any rights held by the District or by the claimant under the Colorado Governmental Immunities Act, C.R.S. Section 24-10-101, *et seq.*

4.4 Inspection Powers and Authority of District Agents

The District Manager and other duly authorized District Representatives of the District shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing of the District's Lines and facilities in accordance with the provision of this policy.

4.5 Access to District Lines and Facilities; Trespass & Penalties

Only District employees and authorized agents or contractors, may access, open, inspect, repair, or otherwise tamper with District Lines, property or other facilities, including manholes, vaults, pumping stations, buildings, or the like, unless express written permission of the District Manager, or duly authorized District Representative, has first been obtained. Any person, including any Owner, Contractor, agency, municipality, plumber, Developer, engineer, or other third-party, who accesses District Lines, property or other facilities described above without permission from the District maybe (a) charged with trespass, and/or (b) be assessed a penalty by the District as follows: \$100.00 for a first offense; \$200.00 for a second offense; and up to \$500.00 for any third or additional offense.

4.6 Modifications, Waiver and Suspension of Policy

The Board, or the District Manager acting on instructions of the Board, shall have the sole authority to waive, suspend, or modify this policy, and any such waiver, suspension, or modification must be in writing, signed by the Board or the District Manager. Such waiver shall not be deemed an amendment of the policy.

Article V. Commercial and Industrial Users – Requirements

5.0 Title and General Provisions

This Article V of the Rules and Regulations applies to non-residential dischargers that are classified as businesses (industrial or commercial) or are otherwise a source of Indirect Discharge.

5.1 Purpose and Policy

It is necessary for the health, safety, and welfare of the residents of the District to regulate the collection of wastewater and treatment thereof to provide for maximum public benefit. This Article sets forth the uniform requirements for users of the Publicly Owned Treatment Works of the Clifton Sanitation District and enables the District to comply with applicable State and Federal laws, including the Clean Water Act (33 United States Code Section 1251, *et seq.*) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403).

5.2 The Objectives of these Rules and Regulations are:

- 5.2.1 To prevent the introduction of pollutants into the POTW that would interfere with the operation of the system or contaminate the resulting sludge;
- 5.2.2 To prevent the introduction of pollutants into the POTW which will Pass-Through the system, inadequately treated, into receiving water or the atmosphere or otherwise be incompatible with the system;
- 5.2.3 To protect both POTW personnel who may be affected by wastewater or sludge in the course of their employment and the general public;
- 5.2.4 To improve opportunities to recycle and reclaim municipal and industrial wastewater and sludge from the POTW;
- 5.2.5 To provide for the equitable distribution of the cost among users of the POTW;

- 5.2.6 To provide for and promote general health, safety, and welfare of the citizens residing within the District and downstream users; and
- 5.2.7 To enable the District to comply with its Colorado Discharge Permit System permit conditions, sludge use and disposal requirements, and any other federal or State laws to which the POTW is subject. These Rules and Regulations shall apply to persons in the District, and to persons outside the District who are, by contract or agreement with the District, users of the POTW.

5.3 Recovery of Costs

It is the purpose of this Section to provide for the recovery of costs from Industrial Users of the District's wastewater treatment system for the implementation of the program established herein. The applicable charges or fees shall be set forth as appropriate in these Rules and Regulations. The District may adopt charges and/or fees to reimburse the District for the costs of operating the District's Pretreatment Program. The rationale for imposing fines and fees for Industrial Users is described in the District's policies:

- 5.3.1 Industrial Waste Control Enforcement Response Guide
- 5.3.2 Fats, Oils, and Greases (FOG) Response Guide

5.4 Definitions

Unless the context specifically indicates otherwise, the following additional defined terms, as used in this Article V, shall have the meanings hereinafter designated:

- 5.4.1 "Act" or "The Act" mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251, *et seq.*
- 5.4.2 "Alternative Discharge Control Mechanisms" ("ADCMs") are mechanisms issued by the Manager in lieu of an industrial wastewater discharge permit to control the discharge of industrial wastewater to the POTW. ADCM include, but are not limited to discharge authorizations, Best Management Practices, or alternative grease control devices.

- 5.4.3 "Authorized Representative" or "Duly Authorized Representative" of the Industrial User as defined at 40 CFR Section 403.12(l) and is hereby incorporated by reference.
- 5.4.4 "*Best Management Practices*" ("*BMPs*") shall mean schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the General and Specific Prohibitions listed in Section 5.9 of this Article. *BMPs* are Pretreatment Standards. *BMPs* include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. *BMPs* shall be considered local limits and Pretreatment Standards for the purposes of this Regulations and Section 307 (d) of the Act and as specified at 40 CFR 403.5 (c)(4).
- 5.4.5 "Biochemical Oxygen Demand" ("BOD₅") shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures (five days at twenty degrees centigrade) expressed in terms of weight and concentration (mg/L).
- 5.4.6 "Categorical Industrial User" ("CIU") means an Industrial User subject to a Categorical Pretreatment Standard that appears in 40 CFR chapter I, subchapter N, Parts 405-471.
- 5.4.7 "Chemical Oxygen Demand" ("COD") means the quantity of oxygen utilized in the chemical oxidation of organic matter under standard laboratory procedures and expressed in terms of weight and concentration (mg/L).
- 5.4.8 "Categorical pretreatment standard" or "Categorical standard" means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Act that apply to a specific category of Industrial Users and that appear in 40 CFR, Chapter I, Subchapter N, Parts 405-471.
- 5.4.9 "Colorado Discharge Permit System" ("CDPS") shall mean the State of Colorado program for issuing, conditioning, and

denying permits for the discharge of pollutants from point sources into waters of the State pursuant to C.R.S. Section 25-8-101, *et seq.*, 1973 as amended, and 402 of the Clean Water Act (33 U.S.C. §1342).

- 5.4.10 "Composite sample" is a representative flow-proportioned sample generally collected within a twenty-four (24) hour period and combined according to flow. Time-proportional sampling may be approved or used by the District where time-proportional samples are believed representative of the discharge.
- 5.4.11 "Contaminants of Emerging Concern" ("CECs") shall be a general term that is used to describe pollutants that have been detected in environmental monitoring samples, which may cause ecological or human health impacts, and typically are not regulated under current environmental laws or health standards. CECS covers a broad class of different types of chemical compounds, including medicines, personal care or household cleaning products, flame retardants, lawn care, and agricultural products which may be identified by the District or external agencies including the EPA or CDPHE.
- 5.4.12 "Cooling water":
- (a) "Contact". Water used for cooling purposes which comes in contact with any raw material, intermediate product, waste product or finished product.
 - (b) "Noncontact". Water used for cooling purposes, which does not come in contact with any raw material, intermediate product, waste product or finished product and the only pollutant added is heat.
- 5.4.13 "Daily Maximum Discharge Limit" shall mean the maximum allowable concentration of a pollutant(s) that may be discharged during a twenty-four (24) hour period or as specified in a Wastewater Discharge Permit. Where daily maximum limitations are expressed in units of mass, the discharge is the total mass discharged over the sampling period.

- 5.4.14 "Direct discharge" shall mean the discharge of treated, partially treated, or untreated wastewater directly to the waters of the State.
- 5.4.15 "District" means the Clifton Sanitation District, the operating organization responsible for the operation and maintenance of the wastewater treatment system. This term also includes contractors or other governmental entities that are under contract or agreement with the District to implement pretreatment program activities.
- 5.4.16 "Domestic" or "Sanitary Wastes" shall mean liquid, solid, and semi-solid wastes from the noncommercial preparation, cooking, and handling of food and/or containing only human excrement and similar matter from the sanitary conveyances of dwellings, commercial buildings, industrial facilities, and institutions. Grease trap wastes are specifically excluded from this definition.
- 5.4.17 "Domestic Septage" means the liquid or solid material removed from a septic tank, cesspool, or portable toilet or similar system that holds only domestic sewage. Domestic septage does not include liquid or solid material removed from any system that receives either commercial wastewater or industrial wastewater. It does not include grease removed from a restaurant or commercial grease trap.
- 5.4.18 "Fats, Oils, and Greases" ("FOG") shall mean any hydrocarbons, fatty acids, soaps, fats, waxes, oils, and any other material that is extracted by hexane solvent, as specified in 40 CFR Part 136.
- 5.4.19 "Grab Sample" shall mean an individual sample that is collected from a waste stream without regard to the flow and over a period of time not to exceed fifteen (15) minutes.
- 5.4.20 "Hazardous Waste" shall mean any waste containing substances or characteristics listed as such pursuant to 40 CFR Part 261.

- 5.4.21 "Hauled Wastes" means any waste transported to the POTW by truck or rail. Hauled waste may include domestic septage, chemical toilet waste, grease and sand trap waste, and non-hazardous commercial and industrial waste.
- 5.4.22 "Indirect Discharge" or "Discharge" shall mean the discharge or the introduction of pollutants into the POTW from any non-domestic source regulated under section 307(b), (c) or (d) of the Act, including holding tank waste discharge to the POTW.
- 5.4.23 "Industrial User" or "User" means a source of Indirect Discharge, or any other industrial or commercial facility or business that has a sewer connection to the POTW whether or not the User discharges non-domestic wastewater.
- 5.4.24 "Industrial Wastes" shall mean the liquid, solid, and semi-solid wastes from industrial manufacturing processes, trade, or business and does not include domestic or sanitary wastes unless specifically regulated by applicable standards.
- 5.4.25 "Instantaneous Limit" shall mean the maximum concentration of a pollutant allowed to be discharged at any time.
- 5.4.26 "Interference" shall mean a discharge which, alone or in conjunction with a discharge or discharges from other sources:
- (a) Inhibits or disrupts the WWTP treatment processes, operations, or sludge processes, use, or disposal;
 - (b) Causes a violation of any requirement of the WWTP's CDPS permit or
 - (c) Prevents sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued hereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the

Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

- 5.4.27 "Local Limit" shall mean specific discharge limits or Best Management Practices (BMPs) developed and enforced by the District upon Industrial Users to implement the General and Specific Prohibitions and the Wastewater Discharge Limitation listed in Section 5.9. Local limits are Pretreatment Standards and are listed in Section 5.9 of this Article.
- 5.4.28 "Manager" is the Manager of the Clifton Sanitation District or his designated representative.
- 5.4.29 "New Source" shall have the definition as stated in 40 CFR Section 403.3(m) and is hereby incorporated by reference.
- 5.4.30 "Non-Significant Industrial User" shall mean any User which does not meet the definition of a Significant Industrial User, but is otherwise required by the District through permit, order or notice to comply with specific provisions of these Rules and Regulations and is so notified by the District.
- 5.4.31 "Normal Domestic Strength Wastewater" means wastewater that when analyzed by methods approved under 40 CFR Part 136 and contains no more than 265 mg/L of suspended solids (TSS) and 300 mg/L of BOD₅.
- 5.4.32 "Pass-Through" shall mean a discharge which exits the WWTP into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirement or the District's CDPS permit or of the receiving water's water quality standards (WQS) regardless of whether the WQS is part of the District's permit, including an increase in the magnitude or duration violation.
- 5.4.33 "Person" shall mean any individual, partnership, co-partnership, firm, company, corporation, association, joint stock Company, trust, estate, government entity, or any other legal entity; or their legal representatives, agents or

assigns. This definition includes all federal, State, and local government entities.

- 5.4.34 "pH" shall mean a measure of the acidity or alkalinity of a solution, expressed in Standard Units (SU), and is the logarithm of the reciprocal of the concentration of hydrogen ions in moles per liter of solution. pH measurements must be taken with a calibrated meter either in-situ or within fifteen (15)-minutes of sample collection. Colorimetric methods, including pH paper, are not acceptable.
- 5.4.35 "Pollutant" shall mean any dredged spoil, solids, incinerator residue, filter backwash, sewage, garbage, sewage sludge, explosives, munitions, medical waste, chemical wastes, corrosive substance, biological material, biological nutrient, toxic substance, radioactive material, heat, malodorous substance, wrecked or discharged equipment, rock, sand, slurry, cellar dirt, untreatable waste, or industrial, domestic, or agricultural wastes and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD₅, COD, toxicity, or odor) discharged into or with water.
- 5.4.36 "Pretreatment" means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW.
The reduction or alteration may be obtained by physical, chemical or biological processes, process changes or by other means, except as prohibited by 40 CFR Section 403.6(d). Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 CFR Section 403.6(e).

- 5.4.37 "Pretreatment Requirements" shall mean any substantive or procedural requirement related to pretreatment, other than a Pretreatment Standard, imposed on an Industrial User, and shall include conditions of a wastewater discharge permit.
- 5.4.38 "Pretreatment Standard" or "Standard" shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with sections 307 (b) and (c) of the Act, which applies to Users. This term includes prohibited discharge prohibitions established pursuant to 40 CFR Section 403.5 and Section 5.9 of this Article. In cases of differing standards or regulations, the more stringent shall apply.
- 5.4.39 "Process wastewater" shall mean any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, by-product, or waste product.
- 5.4.40 "Publicly Owned Treatment Works" ("POTW") shall mean a treatment works as defined by Section 212 of the Act (33 U.S.C. §1292) which is owned, in this instance, by the Clifton Sanitation District. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.
The term also means the municipality as defined in Section 502(4) of the Act, which has jurisdiction over the Indirect Discharges to and the discharges from such a treatment works. For the purposes of this Article, POTW shall also include any sewers that convey wastewaters to the POTW from Indirect Dischargers outside the District who are, by contract or agreement with the District, users of the District's POTW.
- 5.4.41 "Receiving Water Quality Standards" shall mean requirements for the POTW's treatment plant effluent established by applicable State or Federal statutes or regulations for the protection of receiving water quality. Such requirements shall include effluent limitations, and waste discharge standards,

requirements, limitations, or prohibitions which may be established or adopted, from time to time.

- 5.4.42 "Recreational Vehicle Waste" shall mean any sewage from gray and sewer holding tanks such as recreational vehicles, 5th wheel and travel trailer campers, and slide in pickup campers.
- 5.4.43 "Representative sample" means a sample from a waste stream that is as nearly identical as possible in composition to that in the larger volume of wastewater being discharged from the facility on a normal operating day.
- 5.4.44 "Sanitary sewer" shall mean a sewer which carries domestic and/or non-domestic wastewater or sewage and to which storm, surface, and ground waters are not intentionally admitted, including the pipe or conduit system and appurtenances, for the collection, transportation, pumping, and treatment of sewage. This definition shall also include the terms public sewer, sewer system, POTW sewer, and sewer.
- 5.4.45 "Service connection" shall mean a sewer line intended for discharging wastewater into the District's POTW and commencing at a structure or facility and terminating at a sewer main.
- 5.4.46 "Sewer mains or collection system" shall mean that portion of the District's POTW used for the collection and transportation of wastewater to treatment facilities and which has been installed for the express purpose of allowing service connections to be made thereto.
- 5.4.47 "Shall" and "will" are mandatory; "may" is permissive.
- 5.4.48 "Significant Industrial User" ("SIU") shall mean an industry subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR Chapter I, subchapter N, except those defined as non-significant categorical Industrial Users, and that:
- (a) Discharges an average of twenty-five thousand (25,000) gallons per day or more of process wastewater to the

POTW (excluding sanitary, non-contact cooling and boiler blowdown wastewater); or

- (b) Contributes a process waste stream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant, or
- (c) Is designated by the Manager on the basis that the industry has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.

5.4.49 "Significant Non-Compliance" ("SNC") shall mean any User is in significant noncompliance if its violation meets one or more of the criteria as defined at 40 CFR §403.8(f)(2)(vii).

5.4.50 "Slug Load" or "slug discharge" shall mean any discharge at a flow rate or concentration, which could cause a violation of the in General or Specific Prohibitions in Section 5.9.

A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass-Through, or in any other way violate the Districts regulations, local limits, or permit conditions. Non-domestic Users must report a slug discharge as specified in Section 5.14 of this Article.

5.4.51 "Standard Industrial Classification" ("SIC") shall mean a classification pursuant to the "Standard Industrial Classification Manual" issued by the Executive Office of the President-Office of Management and Budget, as it may be revised from time to time.

5.4.52 "Storm Sewer" shall mean publicly owned facilities by which storm water is collected or conveyed, including but not limited to any roads, with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human made or

altered drainage channels, reservoirs, and other drainage structures.

- 5.4.53 "Storm water" shall mean any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation, including snowmelt.
- 5.4.54 "Total Suspended Solids" ("TSS") shall mean the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and that is removable by laboratory filtering.
- 5.4.55 "Toxic pollutant" shall mean any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the EPA under the provisions of Section 307(a) of the Act (33 U.S.C. §1317(a)) or as otherwise listed at 40 CFR Part 122, Appendix D.
- 5.4.56 "Variance" is an official authorization to deviate from these Rules and Regulations which shall be reviewed with and approved by the Board of Directors at a public meeting.
- 5.4.57 "Wastewater" or "sewage" shall mean liquid and water-carried industrial wastes and/or sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.
- 5.4.58 "Wastewater Treatment Plant" ("WWTP") or "Treatment Plant" shall mean that portion of the POTW which is designed to provide treatment of municipal sewage.

5.5 Abbreviations

BOD ₅	5-day Biochemical Oxygen Demand
BMP	Best Management Practice
BMR	Baseline Monitoring Report
°C	degrees Celsius
CDPS	Colorado Discharge Permit System
CFR	Code of Federal Regulations
CIU	Categorical Industrial User
COD	Chemical Oxygen Demand
EPA	Environmental Protection Agency
°F	Degrees Fahrenheit
FOG	Fats, Oils and Grease
gpd	gallons per day
IU	Industrial User
mg/L	milligrams per Liter
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and Maintenance
POGS	Petroleum Oil, Grease and Sand
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act
SIU	Significant Industrial User
SNC	Significant Non-Compliance
TSS	Total Suspended Solids
U.S.C.	United States Code
WWTP	Wastewater Treatment Plant

5.6 Fats, Oil and Grease (FOG) Control and Petroleum, Oil & Sand Separator Requirements

The requirements established in this Section shall apply to facilities subject to the Oil and Grease Program requirements established by the District.

- 5.6.1 FOG facilities are non-domestic dischargers located within the District's service area where the following uses or activities occur, and which are subject to the District's system for control of Fats, Oil and Grease (FOG):

Non-residential properties on which occurs or facilities exist for the preparation, manufacturing, or processing of food, including but not limited to: restaurants, cafes, fast food outlets, pizza outlets, delicatessens, sandwich shops, schools, nursing homes and other facilities that prepare, service, or otherwise make foodstuff available for consumption or that serve food prepared off-site when dishwashing or other activities may be performed on-site that have a reasonable potential to cause FOG, BOD, TSS, or other parameter to be greater in concentration than is typical for domestic wastewater.

- 5.6.2 POGS facilities are non-domestic dischargers located within the District's service area where the following Petroleum Oil, Grease and Sand (POGS) and are further defined as:

Non-residential properties on which occurs, automotive service or repair, machine shops, automotive care centers, auto body shops, car washes, or any other facility that generates sand, grit or petroleum waste that may discharge into a wastewater collection system.

- 5.6.3 Grease Interceptor

A unit with at least two (2) compartments and at least seven hundred and fifty (750) gallons of liquid capacity. All brackets and other internal non-concrete supports shall be of stainless steel or otherwise treated to prevent corrosion or composed of a material not affected by corrosion.

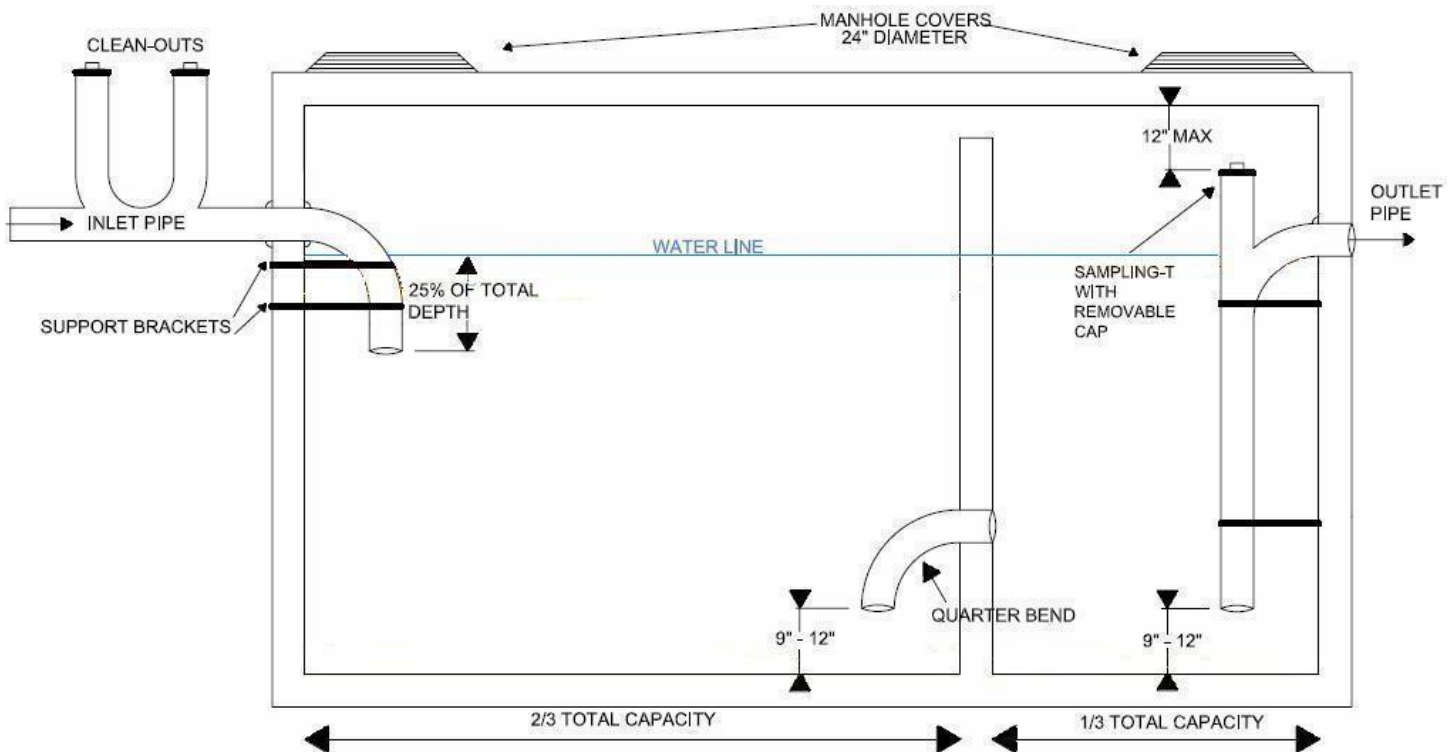
The grease interceptor shall be vented and designed to retain grease from one or more fixtures and which shall be located remote from the fixtures being served, typically, outside the building being served and accessible at all times.

The District will use the following general sizing criteria to evaluate grease interceptor sizing:

Grease Interceptor Sizing Table

Fixture Type	# of Fixtures		Surge Flow from Fixture (GPM)		Total Flow (GPM)
Hand/Bar Sinks (Only if connected to Interceptor)		X	2.5	=	
Single Compartment/Prep Sinks		X	20	=	
Double Compartment		X	25	=	
Triple Compartment		X	30	=	
Mop Sink		X	20	=	
Cleanup (Utility) Sink		X	20	=	
Dishwasher - Up to 30 gallon capacity		X	15	=	
Dishwasher - 30 to 50-gallon capacity		X	25	=	
Dishwasher - 50 to 100-gallon capacity		X	40	=	
Total Surge Flow for Facility (GPM):					
Detention Time (Minutes):					X10
Required Minimum Grease interceptor Capacity (Gallons):					
The Minimum Approved Size is 750 Gallons, standard size is 1000 Gallons.					

The following Diagram illustrates the District’s requirements for a gravity grease interceptor:



5.6.4 Sand/Oil Separator

A unit of at least five hundred (500) gallons of liquid capacity and constructed with two compartments which is designed to retain sand and oil from one or more fixtures and shall be located remote from the fixtures being served, typically, outside the building being served. The District may determine whether or not a larger capacity sand/oil separator is required.

5.6.5 Additives

Any chemicals, enzymes, emulsifiers, live bacteria or other grease cutters or additives, used for the purpose of grease reduction are strictly prohibited.

5.6.6 General Control Requirements

- (a) A grease interceptor or sand/oil separator shall be required when, in the judgment of the District, they are

necessary for the proper handling of liquid wastes which may be harmful to or cause an obstruction in the wastewater collection system or cause or contribute to Interference or Pass-Through.

- (b) It shall be the responsibility of the User and owner of the property, business or industry or an authorized representative of the User to contact the District for obtaining a plan review. The plan review shall determine the need, method, size, and location of the interceptor or separator required to control discharges into the POTW. Written approval from the District must be obtained prior to installation of the interceptor or separator.
- (c) Detailed plans describing such facilities and operating procedures shall be submitted to the District for review, and shall be acceptable to the District before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the District under the provisions of this Article.
- (d) The design, sizing, and construction of grease interceptors and oil/sand separators shall be in accordance with the County required plumbing codes and these Rules and Regulations.
The grease interceptor and oil/sand separator shall be designed, sized, installed, maintained and operated to accomplish their intended purpose of intercepting pollutants from the User's wastewater and preventing the discharge of such pollutants to the District's wastewater collection system.
- (e) A Variance as to the requirement for a grease interceptor for existing facilities may be granted by the District for good cause. The District will evaluate all data and information supporting a request for a Variance. The FOG Facility has the burden of proof on demonstrating through data and other information why a Variance should be granted. In no case, shall a Variance result in violation of

any requirement or effluent limit specified in these Rules and Regulations. The granting of any Variance shall be at the sole discretion of the District. If a Variance is granted, the FOG facility shall:

1. Provide quarterly cleaning of its private service line to prevent the buildup of oil, grease and solids;
2. Submit records of this cleaning to the District within fifteen (15) days of each sewer line cleaning;
3. Pay the costs incurred by the District for accelerated sewer line cleaning on the District's sewer line providing service to the User, costs to the District of treating the excess strength waste, and any costs for sampling and analysis. The District believes that these costs will be comparable to costs incurred by a User that installs and maintains grease interceptors or oil/sand separators. Surcharges for FOG, TSS, and BOD are described in Section 5.6.13.
4. Upon change of ownership or significant changes to the building requiring a building permit at any existing facility which would be required to have an interceptor or separator under this Section, the applicant for sanitary sewer service shall have the burden to demonstrate that a properly sized and functioning grease interceptor or oil/sand separator is installed.
5. Toilets, urinals and similar fixtures shall not waste through a grease interceptor or oil/sand separator. Such fixtures shall be plumbed directly into the building sewer and waste system.
6. FOG Facilities: All sink fixtures not equipped with a garbage disposal (garbage grinder) which are connected to a grease interceptor shall be equipped with a fixed or removable mesh or screen which shall catch garbage and food debris and prevent it from entering the grease interceptor.

5.6.7 Specific Control Requirements

The following site-specific requirements are not intended to be all inclusive and the District may implement additional requirements according to section 5.9.3 (f).

(a) Car Wash Facilities

1. In addition to installing an adequately sized sand/oil separator, car washes shall post signage that notifies the customer that the discharge of any oil, antifreeze, or other waste not specifically removed as a result of normal usage of the car wash facilities is prohibited and may be prosecuted.
2. Car Wash Facilities shall utilize detergents that do not contain nonylphenols or nonylphenol ethoxylates.
3. It is prohibited for persons owning and/or operating a car wash to allow waste haulers, tanker trucks, or similar vehicles to discharge load contents or portions thereof to the POTW, or wash the interior of such vehicles and allow the runoff to enter the POTW.

(b) Recreational Vehicle (RV) Dump Stations

1. A person owning and/or operating an RV dump station shall be responsible for complying with all federal, state, and local wastewater discharge standards including, but not limited to, 40 C.F.R. Part 403 and the Districts local limits.
2. It shall be the responsibility of the person owning an RV dump station to post appropriate signs in areas viewable by its customers prohibiting the discharge of, at a minimum, any; flammable or explosive materials, solid or viscous materials, or toxic materials. Signage must be pre-approved by the District prior to posting.

3. It is prohibited for persons owning and/or operating an RV dump station to allow waste haulers, tanker trucks, or similar vehicles to discharge load contents of such vehicles and allow the runoff to enter the POTW.
4. RV dump station will only accept domestic wastes from recreational vehicles.

5.6.8 Notification to the District by the User

The User shall inform the District prior to:

- (a) Sale or transfer of ownership of the business;
- (b) Change in the trade name under which the business is operated;
- (c) Change in the nature of the services provided that affect the potential to discharge oil, grease, sand, grit or petroleum;
- (d) Remodeling the facility that may result in an increase in flow or pollutant loading or that otherwise requires the facility to submit plans or specifications for approval through a building or zoning department.

5.6.9 Required Maintenance

- (a) Grease interceptors shall be maintained by regularly scheduled cleaning so that they will properly operate as intended to efficiently intercept the fats, oil and grease from the FOG Facility's wastewater and prevent the discharge of said materials into the District's wastewater collection system. A grease interceptor in service shall be serviced at a minimum of every ninety (90) days or whenever the combined thickness of the floating greases and settled solids is greater than twenty-five percent (25%) of the hydraulic working capacity of the grease interceptor, whichever is sooner.
- (b) Sand/oil separators shall be maintained by regularly scheduled removal of the accumulated sand and oil so

that they will properly operate as intended to intercept the sand and oil from the affected property's wastewater and prevent the discharge of sand and oil to the District's wastewater collection system. A sand/oil separator in service in the District shall be serviced at a maximum interval of one-hundred and twenty (120) days.

- (c) The District may require more frequent cleaning. An authorization to deviate from this requirement may be obtained when the User can demonstrate less frequent cleaning is sufficient. The District will not allow a cleaning frequency of less than once per twelve (12) months.
- (d) Maintenance of grease interceptors shall be done in a workmanlike manner only by a business/professional normally engaged in the servicing of such plumbing fixtures. Disposal of grease interceptor contents by food establishment personnel is strictly prohibited.
- (e) Maintenance of Sand/Oil interceptors shall be done in a workmanlike manner only by a business/professional normally engaged in the servicing of such plumbing fixtures. Users may, at the sole discretion of the District, submit a plan and request for and receive authorization to complete maintenance themselves. Users that receive such approval must comply with the requirements of section 5.6.9 (g) 4.
- (f) In the event an interceptor or separator is not properly maintained by the User, owner, lessee, or other authorized representative of the facility, the District may authorize such maintenance work be performed on behalf of the facility.

The costs of such maintenance shall be billed directly to the customer and shall become part of the charges due and owing to the District and shall constitute a lien against the property until paid in full.

(g) Users shall:

1. Ensure interceptors and separators are easily accessible for inspection, cleaning, and removal of grease.
2. Maintain interceptors and separators at their expense and keep in efficient operating condition at all times by the regular removal of oil, grease and solids.
3. Document each pump out with a waste manifest or trip ticket which must be kept on site for at least three (3) years.
4. Self performed Sand/Oil inceptor maintenance: For Users who receive authorization to self perform maintenance and do not engage a professional that services plumbing fixtures;
 - (i) The User or material hauler must carry a copy of the waste manifest while transporting the waste to a facility as described in subsection 5 below.
 - (ii) On a quarterly basis, the User shall provide all waste manifests or trip tickets to the District by 4:30 p.m. on the last day of the month following the end of each quarter.
5. Take reasonable steps to assure that all waste is properly disposed of at a facility in accordance with federal, state and local regulations (i.e., through a certification by the hauler included on the waste manifest or trip ticket for each load).

5.6.10 FOG Facilities

Biological treatment or enzyme treatment shall not be a substitute for the servicing of grease interceptors at the frequency determined by the District. Use of enzymes to degrade and/or emulsify oil and grease is prohibited.

- 5.6.11 Existing facilities not connected to a grease interceptor or oil/sand separator, as appropriate, and who contribute oil, grease or sand to the District's collection system will be identified through the District's inspection program. Once identified and determined by the District to need treatment, the facility shall be required to install an interceptor or separator and maintain it according to this Section.

In the time before an interceptor or separator can be installed, the District will require these businesses to implement Best Management Practices (BMPs) to minimize the discharge of pollutants to the sanitary sewer system as described below.

(a) FOG Facilities:

1. Scrape food from plates into garbage cans.
2. Pre-wash plates by spraying them off with cold water over a small mesh catch basin positioned over a drain. This catch basin should be cleaned into a garbage can or other solid waste disposal device as needed.
3. Pour all liquid oil and grease from pots into a waste grease bucket stored at the pot washing sink. Heavy solid build-up of oil and grease on pots and pans should be scraped off into a waste grease bucket.
4. Certify that training for these requirements has been provided to kitchen staff.
5. Other kitchen practices identified by the District and/or FOG facility which will decrease the point source discharge of oil and grease.

(b) POGS Facilities:

1. No dumping of petroleum-based waste products into the waste collection system;
2. Sweeping floors and other service areas with hand brooms and dispose of all sweepings as solid waste

to minimize the use of wash down water to the greatest extent practicable;

3. Utilizing appropriate absorbent materials to contain and cleanup any spillage of petroleum-based products and disposing of all used absorbent materials as solid waste;
4. Providing certification that all employees have been trained on these practices; and
5. Installation of drain screens; drains screens shall be installed on all drainage pipes in food preparation areas. This includes kitchen sinks, floor drains, and mop sinks. Drain screens shall be cleaned as needed.
6. Other practices identified by the District and/or facility which will decrease the discharge of sand and oil.

5.6.12 Surcharging in Lieu of Grease Interceptor Installation

- (a) The District is sensitive to the fact that the installation of a grease interceptor at an existing facility can be expensive and, in some cases, places a heavy financial burden on the facility.
- (b) Modification of existing plumbing to accommodate installation of a grease interceptor may not always be possible in existing buildings.
- (c) When a facility is required by these Rules and Regulations to install a trap and the installation, in the District's opinion, is (a) not physically possible or (b) would represent an undue financial hardship relative to the benefits gained, the District may grant a waiver from the trap installation requirement. Facilities with grease interceptor waivers will be considered non-complying facilities.
- (d) Grease interceptor waivers will not be granted for facilities constructed after January 1, 2013. Non-

complying facilities shall pay the costs incurred by the District for accelerated sewer line cleaning on the District's sewer lines providing service to the User, costs to the District of treating the excess strength waste, and any other costs for sampling and analysis and administration. The District believes that these costs will be comparable to costs incurred by a User that installs and maintains grease interceptors.

- (e) Accelerated cleaning will be performed downstream from non-complying food preparation facilities at a minimum frequency of once per quarter.
- (f) When a discharge containing excessive oil and grease enters a sewage collection system, it usually remains in solution for a short period of time before adhering to the sewage collection system pipe. Once the grease attaches to the piping system it solidifies and continues to accumulate until a blockage occurs. Based on operational observations, the District believes that the buildup usually occurs within four hundred (400) feet of the discharge.
- (g) The accelerated cleaning surcharge is based on the average cost incurred by the District as a result of cleaning four hundred (400) feet of sewer pipe at a minimum quarterly frequency. In 2024, this cost was One Hundred Fifty and 00/100 Dollars (\$150.00) per month. The surcharge will be adjusted to match current operating costs, and may be updated at the discretion of the Board.
- (h) Users electing to pay a surcharge in lieu of installing a grease interceptor must comply with the requirements of Section 5.6.12 which describe BMPs for minimizing grease discharges to the sewer.
- (i) Additional surcharges for BOD and TSS will also apply as described in Section 5.10. Grease interceptor surcharges are based on an average grease interceptor size of 1,000 gallons, a three-month accumulation of BOD and TSS resulting in concentrations of 32,200 mg/L and 52,000

mg/L, respectively, and WWTP most current annual operating costs.

- (j) Total monthly surcharges for a non-complying facility as defined in Section 5.6.13, effective February 7, 2024, will be:
 - 1. FOG Surcharge: \$150.00 per month
 - 2. BOD Surcharge: \$75.00 per month
 - 3. TSS Surcharge: \$60.00 per month
 - 4. Total Surcharge: \$285.00 per month
- (k) Surcharges may be adjusted by the District when analytical data is available showing that a wastewater discharge is more or less concentrated than typical domestic wastewater as defined in Section 5.4.28.
- (l) Samples may be collected by the District at the Users request when a sampling location is accessible and representative. Analytical costs will be borne by the User.

5.7 Inspections

- 5.7.1 The District will conduct inspections of any facility with or without notice and will consider such factors as, but not limited to, potential to discharge oil, grease, sand, grit, petroleum contaminated wastes, or constituents listed in Section 5.9.
- 5.7.2 If any inspection reveals non-compliance with any provision of these requirements, corrective action shall generally be required within five (5) days, or further enforcement action may be initiated.

However, required response times vary from immediately to within fourteen (14) calendar days depending on the seriousness of reason for non-compliance and whether or not the User has been previously notified to correct same. Specific response requirements are listed in the Response Guides listed in Section 5.3. Such non-compliance that may include, but is not limited to:

- (a) Poor maintenance of interceptors or separators;

- (b) Failure to timely correct previously noted areas of non-compliance;
- (c) Inability to access or open a grease interceptor or oil/sand separator; or
- (d) Inability to inspect an interceptor or separator due to overabundance of oil, grease, grit, or sand accumulation.
- (e) Inspection results will be provided in writing to the facility.

5.8 Authority, Enforcement and Compliance

5.8.1 The rationale for imposing fines and fees for Industrial Users is described in the District's policies:

- (a) Industrial Waste Control Enforcement Response Guide
- (b) Fats, Oils, and Greases (FOG) Response Guide

5.8.2 These requirements form a part of this Article. Any violation of these requirements shall be considered a discharge violation. Enforcement of this regulation is governed by the express terms herein and the enforcement provisions contained in this Article.

5.8.3 The District has the right to reject acceptance of any waste which may be harmful to or cause obstruction of the wastewater collection system, or which may cause or contribute to Interference or Pass-Through or violate any local limits adopted by the District.

- (a) Facility owners and lessees regulated under this Section shall be jointly and severally responsible for complying with the requirements and standards established by these requirements.
- (b) Any extraordinary costs incurred by the District due to Interference, damage or maintenance necessary in the treatment and/or collection system shall be paid by the User to the District. The direct costs of all labor,

equipment and materials incurred in rectifying the Interference or damage, including reasonable attorney's fees, shall be billed directly to the owner of the User by the District, and such costs shall become part of the total charges due and owing to the District and shall constitute a lien on the User until paid in full.

5.9 Industrial Wastewater Discharge Standards

It shall be unlawful for any person to discharge any domestic or non-domestic wastewater into any natural waterway, any surface drainage, or storm sewer within the District, or in any area under the jurisdiction of the District. No industrial wastewater shall be discharged to the District's POTW unless done so in compliance with the provisions of these Rules and Regulations and applicable county, State or federal regulations.

5.9.1 General Prohibitions

A User may not introduce into a POTW any pollutant(s) which cause Pass-Through or Interference. These general prohibitions and the specific prohibitions of this Section apply to each User introducing pollutants into a POTW whether or not the User is subject to other pretreatment standards or any federal, State, or local pretreatment requirements.

5.9.2 Specific Prohibitions

It shall be unlawful for any commercial/Industrial User to discharge or deposit or cause or allow to be discharged or deposited into the wastewater treatment system of the District any wastewater which contains the following:

- (a) Storm water drainage from ground, surface, roof drains, catch basins, unroofed area drains (e.g., commercial car washing facilities) or any other source. Specifically prohibited is the connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a building sewer or building drain which in turn is connected directly or indirectly to the District's wastewater collection system. No person shall connect or discharge water from underground drains, sump pump discharges, natural springs and seeps, water accumulated in excavation or grading or any other water associated with construction

- activities. Pretreatment equipment, including but not limited to, grease interceptors and sand/oil interceptors shall be constructed to prevent the entrance of storm or surface runoff water or the intrusion of groundwater into the POTW.
- (b) Wastewater containing free or floating oil and grease, or any discharge containing animal fat or grease by-product in excess of two hundred milligrams per liter (200 mg/L) except where a food service establishment has installed an appropriate grease interceptor and is properly operating and maintaining such interceptor and implementing all BMPs. No wastewater containing total oil and grease at a concentration that would cause or contribute to Pass-Through or Interference shall be discharged.
 - (c) Explosive mixtures consisting of liquids, solids or gases which because of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the wastewater treatment system or the operation of the system. At no time shall a reading on an explosion hazard meter at the point of discharge into the wastewater system be more than ten percent (10%) of the lower explosive limit (L.E.L.) of the meter. Specifically prohibited are pollutants which create a fire or explosion hazard in the District's POTW, including but not limited to, waste streams with a closed cup flashpoint of less than one hundred forty degrees Fahrenheit (140°F) or sixty degrees Centigrade (60°C) using the test methods specified in 40 CFR §261.21.
 - (d) Noxious material consisting of noxious or malodorous solids, liquids or gases, which, either singly or by interaction with other wastes, are capable of creating a public nuisance or hazard to life or are or may be sufficient to prevent entry into any portion of the wastewater system for its maintenance and repair.

- (e) Radioactive wastes or isotopes of such a half-life or concentration that they do not meet regulations set forth by the Colorado Department of Health, State of Colorado, in the latest edition of Rules and Regulations Pertaining to Radiological Control and any applicable federal regulations that may apply. Users shall notify the Manager of any such discharges.
- (f) Solid, Viscous or liquid wastes which allow or may cause obstruction to the flow in a collection line or otherwise interfere with the proper operation of the wastewater treatment system.
- (g) Substances which are not amenable to treatment or prescribed reduction by the treatment process employed by the District or are amenable to such a limited degree of reduction that a discharge of such wastewater would result in effluent discharge from the POTW that does not meet requirements of State, federal and other agencies having jurisdiction over discharge or application to receiving waters and/or lands.
- (h) Wastes with color not removable by the treatment process.
- (i) Wastewater which has an instantaneous pH value less than five (5.0) or more than ten (10.0) standard units or wastewater having any other corrosive or caustic properties capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW.
- (j) Spent process chemicals, solutions or materials, filter press solids, hazardous waste as defined by the Federal Resource Conservation and Recovery Act; and other materials normally used in industrial/commercial operations unless specifically authorized in writing by the Manager and after suitable treatment as approved by the Manager has been affected.
- (k) Wastes from hospitals, clinics, dental offices, offices of medical doctors, and convalescent homes consisting of

- but not limited to laboratory pathological wastes, surgical operating room wastes or delivery room wastes that causes or contributes to Interference or Pass-Through.
- (l) Wastewater which has a temperature exceeding one hundred fifty degrees Fahrenheit (150°F). Specifically prohibited is heat in amounts which will inhibit biological activity in the District's wastewater POTW resulting in Interference, but in no event, shall heat be permitted to be received in such quantities that the temperature at the District's wastewater treatment plant exceeds forty degrees Centigrade (40°C) or one hundred four degrees Fahrenheit (104°F).
 - (m) Any pollutant including oxygen demanding pollutants (biochemical oxygen demand, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause Interference or Pass-Through.
 - (n) Petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin in amounts that will cause Interference or Pass-Through.
 - (o) Pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
 - (p) Any trucked or hauled pollutants, except at discharge points designated by the District.
 - (q) Any substance directly into a manhole or other opening in the POTW unless specifically authorized by the Manager or as otherwise permitted under these Rules and Regulations.
 - (r) Liquid wastes from chemical toilets, and trailers, campers or other recreational vehicles which have been collected and/or held in tanks or other containers shall not be discharged into the POTW except at locations authorized by the Manager to collect such wastes within the District.

- (s) Cooling waters or process waters to a storm sewer or natural outlet unless such person has a valid CDPS permit issued by the Colorado Department of Public Health and Environment.
- (t) Wastes where such wastes have been collected and/or held in a tank or other container and where such wastes fail to comply with any limitation set out in these Rules and Regulations.
- (u) Bulk, expired, outdated or concentrated prescription or non-prescription drugs.
- (v) Detergents, surfactants and other surface-active, or other substances which may cause excessive foaming in the POTW or cause or contribute to Pass-Through or Interference.
- (w) Discharge of Nonylphenol from the use of bulk or concentrated Nonylphenol containing detergents as employed by some industrial or commercial laundries, car washes or asphalt manufacturers or other Industrial Users.
- (x) Discharge of any wastewater containing perchloroethylene (PCE) (also known as Tetrachloroethene and Tetrachloroethylene) from any Industrial User involved in the dry-cleaning business.
- (y) Any materials that would present a risk to human health or cause the need for personal protective equipment in addition to safety glasses and/or gloves or other standard precautions to address or mitigate a health risk or causes unusual precautions to be necessary for normal work conditions.

5.9.3 Wastewater Discharge Limitations

- (a) No Significant Industrial User, Industrial Users that Department of Public Health and Environment ("CDPHE") pursuant to Regulation 63 or other permitted Industrial

Users designated by the District shall discharge or cause to be discharged, wastewater that exceeds the following Local Discharge Limits:

Pollutant	Daily Maximum Discharge Limitation ⁽¹⁾
Arsenic	0.044
Cadmium	0.009
Chromium	1.46
Chromium (VI), filterable	0.170
Copper	0.62
Lead	0.29
Mercury	0.0012
Nickel	0.79
Silver	0.46
Selenium	0.010
Zinc	2.86
5-Day Biochemical Oxygen Demand (BOD ₅), lbs/day	2,457 ⁽²⁾
Total Suspended Solids (TSS), lbs/day	2,407 ⁽²⁾
Ammonia, lbs/day	754 ⁽²⁾
Phosphorus, lbs/day	210 ⁽²⁾

1. All limits are in mg/L unless otherwise specified and shall be analyzed as total.
 2. This limit is the total mass in pounds per day (lbs/day) that are available to allocate to all Significant Industrial Users and other designated and permitted non-SIUs.
 3. The Manager may impose mass based limits in addition to, or in place of, the concentration-based limits above.
- (b) The following limits shall apply to wastewaters that are discharged from:
1. Groundwater cleanup of petroleum or gasoline underground storage tanks or other remediation wastewaters containing these pollutants;

2. Discharges where one or more of these pollutants are present; or
3. Where these pollutants are appropriate surrogates. It shall be unlawful for any Industrial User to discharge or cause to be discharged any waste or wastewater to the POTW that exceeds the following limits, as applicable.

Pollutant ⁽¹⁾	Daily Maximum Discharge Limit ⁽³⁾
Benzene	0.050
BTEX ⁽²⁾	0.750

1. All pollutants shown in the Table are total and as mg/L.
2. BTEX shall be measured as the sum of Benzene, Ethylbenzene, Toluene and Xylenes.
3. These limits are based upon installation of air stripping technology as described in the EPA document: "Model NPDES Permit for Discharges Resulting from the Cleanup of Gasoline Released from Underground Storage Tanks. June 1989."

(c) Standards for Hydrogen Sulfide

Hydrogen Sulfide	ppm
10-minute Ceiling	10 ⁽¹⁾
8-hour Ceiling	20 ⁽²⁾
Peak Concentration	50 ⁽³⁾
IDLH	100 ⁽⁴⁾

1. This limit is based upon the NIOSH Recommended Exposure Limit (REL). The District may require that

an Industrial User install treatment or take any other actions if hydrogen sulfide exceeds this level in any part of the District's collection system.

2. This limit shall not be exceeded for more than ten (10) minutes during any eight (8)-hour period.
 3. This limit shall not be exceeded at any time for any length time.
 4. Any Industrial User discharging wastewater that causes this limit to be exceeded shall immediately cease all discharges. IDLH means Immediately Dangerous to Life of Health.
- (d) Dilution is prohibited as substitute for treatment. Except where expressly authorized to do so by an applicable Pretreatment Standard or Requirement, no User shall ever increase the use of process water, or in any other way attempt to dilute a Discharge as a partial or complete substitute for adequate treatment to achieve compliance with a Pretreatment Standard or Requirement.
- (e) Contaminants of Emerging Concern: the District has determined that the discharge of CECs by Users may bring risks to the POTW, human health, and the environment through Interference or Pass-Through, or other impacts addressed by this Article.
1. The District may require Users to provide specified information on the User's purchases, use, manufacture (intentional or incidental), discharge as a wastewater or other waste constituent, or other information or data on specified CECs: and specified information on Users' products and processes that may contribute to the creation or discharge of CECs.
 2. The District may require Users to provide specified wastewater discharge information or other data on any CECs identified by the District or by the User consistent with item 1 above or otherwise

determined by management within the POTW to be potentially discharged by the User as wastewater or other wastes constituent. Such data shall include any existing data in the possession or control of the User and may include requirements for the User to sample and generate such data at User's cost. The District may also sample and generate such data, and the cost shall be billed to the User.

3. When the District determines it is necessary for the purposes of this regulation, it may require by Pretreatment Permit (through either a new permit, re-issuance, or amendment), by order, or otherwise pursuant to this regulation to address CECs. Such actions may include:
 - (i) Further or routine monitoring requirements;
 - (ii) Numeric effluent limits are adopted as local limits or calculated as either generally-applicable or User-specific technology-based limits; and
 - (iii) Requirements for Best Management Practices;
 - (iv) Any such requirements may be based on the District's determination of CEC numeric criteria based on available toxicity or other data and/or U.S. EPA or CDPHE standards or criteria.
- (f) The Manager may establish more stringent pollutant limits, additional site-specific pollutant limits, Best Management Practices (BMPs), ADCMs, or additional Pretreatment Requirements when, in the judgment of the Manager, such limitations are necessary to implement the provisions of these Rules and Regulations.

5.10 Surcharges for High Strength Waste

- 5.10.1 The Extra Strength Treatment Surcharge allows the District to recover actual treatment costs associated with treating

wastewater containing Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) in excess of normal domestic discharges. Surcharges for FOG are discussed in Section 5.6.12.

- 5.10.2 BOD discharges in excess of 300 mg/L are surcharged at a rate of \$0.8559 per pound.
- 5.10.3 TSS discharges in excess of 265 mg/L are surcharged at a rate of \$0.4236 per pound.
- 5.10.4 Surcharges apply to the additional pounds discharged above and beyond the concentrations expected for domestic wastewater.

5.11 Specific Powers of the Manager

If wastewaters from a User covered by these Rules and Regulations are discharged or proposed to be discharged into the POTW, the Manager may take any of the following actions:

- 5.11.1 Prohibit the discharge of such wastewater;
- 5.11.2 Require treatment, including storage facilities or flow equalization necessary to reduce or eliminate the objectionable characteristics or substance so that the discharge will not violate these Rules and Regulations;
- 5.11.3 Require the person making, causing or allowing the discharge to pay any additional cost or expense incurred by the District for handling, treating or disposing excess loads imposed on the wastewater treatment system;
- 5.11.4 Take enforcement and issue fines and penalties for violations of these Rules and Regulations. The District may also assess charges against the User for any fines or legal expenses associated with violations of the District's CDPS Permit that resulted from the discharge of pollutants from a User;
- 5.11.5 Require the User to apply for and obtain a permit;
- 5.11.6 Require timely and factual reports from the facility responsible for such discharge; or

5.11.7 Take such other or further remedial action as may be deemed to be desirable or necessary to achieve the purposes of these Rules and Regulations.

5.12 General Powers of the Manager

In addition to his authority to prevent or eliminate discharges through enforcement of Pretreatment Standards and Requirements, the Manager shall have the following authorities:

5.12.1 Endangerment to Health or Welfare of the Community

The Manager, after informal notice to the affected discharger, may immediately and effectively halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the District, any area under jurisdiction of the District, the POTW of the District or any wastewater system tributary thereto, by any means available to him, including physical disconnection from the wastewater system, whenever it reasonably appears that such discharge presents an imminent endangerment to the health or welfare of the community.

5.12.2 Endangerment to Environment or Publicly Owned Treatment Works

The Manager, after written notice to the discharger may halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the District, any area under jurisdiction of the District, the POTW, wastewater system tributary thereto, by any means available to him, including physical disconnection from the wastewater system, whenever such discharge presents or may present an endangerment to the environment or threatens to interfere with the operation of the POTW.

5.12.3 The discharges referred to above may be halted or prevented without regard to the compliance of the discharge with other provisions of these Rules and Regulations.

5.13 Pretreatment and Monitoring Facilities

5.13.1 Pretreatment Facilities Users shall provide wastewater treatment, including flow equalization, to comply with these

Rules and Regulations and shall achieve compliance with all Pretreatment Standards and Requirements within the time limitations specified by the Manager. Any facilities determined by the Manager to be necessary for compliance or monitoring shall be provided, operated, and maintained at the User's expense. All treatment facilities shall be properly operated and maintained. Detailed plans describing such facilities and operating procedures shall be submitted to the Manager. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the District under the provisions of these Rules and Regulations.

Any subsequent alterations or additions to such pretreatment or flow-control facilities shall not be made without notice to the Manager.

- 5.13.2 Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
- 5.13.3 Should the Manager deem it necessary to fulfill the purposes of these Rules and Regulations, the owner or operator of any premises or facility discharging industrial wastewater into the collection system shall install at the Users expense suitable monitoring facilities or equipment. The monitoring facilities and equipment shall allow for the accurate observation, sampling and measurement of regulated discharges. Such equipment shall be maintained in proper working order and kept safe and accessible at all times.
- 5.13.4 When more than one User is able to discharge into a common service line, the Manager may require installation of separate monitoring equipment for each User.
- 5.13.5 Whether constructed on public or private property, the monitoring facilities shall be constructed in accordance with the Manager's requirements and all applicable construction standards and specifications.

5.14 Slug Discharge and Spill Control Plans

- 5.14.1 Each SIU and other Users required by the Manager shall provide protection from slug loads or spills of pollutants regulated under these Rules and Regulations. Facilities to prevent discharge or slug loads of pollutants shall be provided and maintained at the User's cost and expense.

The Manager may establish specific requirements and conditions to prevent spills or slug discharges for any User.

5.14.2 Notice to Employees

A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees to call in the event of a spill or slug discharge to the sewer system. Employers shall ensure that all employees who work in any area where a spill or slug discharge may occur or originate are advised to the emergency notification procedures. The notice shall specify that the Clifton Sanitation District shall be notified immediately (Monday-Friday 8 am – 4:30 pm) at (970) 434-7422. At other times, the posted notice shall indicate that the employees shall dial 911 and report the discharge.

- 5.14.3 The District shall evaluate whether each SIU and User will be required by the Manager to implement a Spill Prevention and Control Plan, or other action to control spills and slug discharges. The District may require a User to develop, submit for approval, and implement a Spill Prevention and Control Plan or take other action that may be necessary to control spills and slug discharges.

- 5.14.4 A Spill Prevention and Control Plan shall address, at a minimum, the following;

- (a) Detailed plans (schematics) showing facility layout and plumbing representative of operation procedures;
- (b) Description of contents and volumes of any process tanks;

- (c) Description of discharge practices, including non-routine batch discharges;
- (d) Listing of stored chemicals, including location and volumes;
- (e) Procedures for immediately notifying the District of any Spill of Slug Discharge.
- (f) Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutant, including solvents, and/or measures and equipment for emergency response; and
- (g) Any other information as required by the District.

5.15 Wastewater Discharge Permits

- 5.15.1 All Significant Industrial Users, proposing to connect to or discharge into any part of the wastewater system, shall complete an Industrial User Discharge Information Questionnaire prior to commencing discharge to the POTW.
- 5.15.2 The Industrial User Discharge Information Questionnaire may be obtained by contacting the Clifton Sanitation District at (970) 434-7422.
- 5.15.3 Hauled Waste Water
 - (a) Users proposing to discharge hauled wastes shall complete and file with the Manager an application on the form prescribed by the Manager. Such application shall be filed within thirty (30) days of receipt of the application form from the Manager.

(b) Waste haulers shall discharge loads only at locations designated by the Manager.

(c) Waste haulers shall discharge loads to the District within seventy-two (72) hours of pickup from the source of the waste.

5.15.4 The Manager may issue a wastewater discharge permit containing all Pretreatment Standards and Requirements that the Manager deems necessary. The conditions of wastewater discharge permits shall be enforced in accordance with these Rules and Regulations and applicable State and Federal regulations.

5.15.5 A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Manager to prevent Pass-Through or Interference, protect the quality of the body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

5.15.6 Discharge permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period of less than five (5) years at the Manager's discretion or may be stated to expire on a specific date.

5.15.7 Wastewater discharge permits are issued to a specific User for a specific operation. No permit shall be reassigned or transferred or sold to a new owner, new User, different premises or a new or changed operation.

5.16 Discharge Permit Modification

The Manager may modify a wastewater discharge permit for good cause including, but not limited to, the following reasons:

5.16.1 To incorporate any new or revised federal, State, or local Pretreatment Standards or Requirements;

5.16.2 To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance;

- 5.16.3 A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- 5.16.4 Information indicating that the permitted discharge poses a threat to the POTW, District personnel, or the receiving waters;
- 5.16.5 Violation of any terms or conditions of the individual wastewater discharge permit;
- 5.16.6 Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting; or
- 5.16.7 To correct typographical or other errors in the individual wastewater discharge permit.

5.17 Discharge Permit Revocation

A violation of the conditions of a permit or of these Rules and Regulations or of applicable State and federal regulations may be reason for revocation of such permit. Upon revocation of this permit, any wastewater discharge from the affected User shall be considered prohibited and illegal. Grounds for revocation of a permit include, but are not limited to, the following:

- 5.17.1 Failure of a User to accurately disclose or report the wastewater constituents and characteristics of his discharge;
- 5.17.2 Failure of the User to report significant changes in operations or wastewater constituents and characteristics;
- 5.17.3 Refusal of access to the User's premises for the purpose of inspection or monitoring;
- 5.17.4 Falsification of records, reports or monitoring results relating to chemical materials
- 5.17.5 Tampering with monitoring equipment;
- 5.17.6 Violation of conditions of the permit;

- 5.17.7 Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- 5.17.8 Failure to pay fines;
- 5.17.9 Failure to pay sewer charges;
- 5.17.10 Failure to pay permit and sampling fees; or
- 5.17.11 Failure to meet compliance schedules.

5.18 Special Agreements and Contracts

No statement contained in these Rules and Regulations shall be construed as prohibiting special written agreements between the District and any Industrial User allowing industrial waste of unusual strength or character to be discharged to the POTW, provided the Industrial User compensates the District for any additional costs of treatment where appropriate. Such agreement, however, shall not allow or cause.

- 5.18.1 Any adverse effect to the POTW;
- 5.18.2 A violation of the POTW CDPS permit;
- 5.18.3 A violation of a General or Specific Prohibition; or
- 5.18.4 A violation of State or federal law or regulation, if known.

5.19 Reporting Requirements

5.19.1 Reporting for Industrial User Regulated by the State or EPA

(a) All Industrial Users that are applying for or hold a Notice of Discharge Requirements ("NDR") issued by the CDPHE pursuant to Regulation 63, shall copy the District on the following items:

1. NDR application information;
2. The NDR issued by the CDPHE;
3. All reports required by the NDR; and

4. Any other report or documentation reported to the CDPHE as required by the NDR or Regulation 63.
- (b) All Industrial Users that are Categorical Industrial Users shall notify the District that they are located within the District and meet the definition of an Industrial User. The Industrial User shall copy the District on all reports, documents and notifications that are reported to EPA pursuant to 40 CFR Part 403 and the applicable Categorical Standard.

5.19.2 Self-monitoring Reports (SMR)

- (a) Any Industrial User required by the District to submit self-monitoring reports shall submit such reports at a frequency required by the District but no less than once per six (6) months. In cases where the permit or other control mechanism requires compliance with Best Management Practices (BMPs), the Industrial User must submit documentation required by the District necessary to determine compliance status of the Industrial User. All industrial monitoring reports must be signed and certified in accordance with Section 5.19.10.
- (b) All wastewater samples must be representative of the Industrial User's discharge.
- (c) If an Industrial User monitors any regulated pollutant at the appropriate sampling location more frequently than required by the District, using the methods and procedures prescribed in Section 5.19.9, the results of this monitoring shall be included in the SMR.

5.19.3 Change in Discharge or Operations

Every SIU shall file a Change in Discharge or Operations notification to the District a minimum of fourteen (14) days prior to any planned significant change in operations or wastewater characteristics. A significant change shall be a change equal to or greater than twenty percent (20%) in the mass of a pollutant or volume of flow discharged to the POTW. In addition, this notification shall include changes to:

- (a) Change in number of shifts, and/or hours of operation.
- (b) Additional processing, manufacturing or other production operations.
- (c) New regulated substances used which may be discharged.
- (d) Changes in the listed or characteristic hazardous waste for which the User has submitted or is required to submit information to the District under these Rules and Regulations and 40 CFR Part 403.12 (p) as amended.

5.19.4 Slug Discharge and Spill Reporting

- (a) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a non-customary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the Manager of the incident.
- (b) Within five (5) working days following such discharge, the User shall, unless waived by the Manager, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to these Rules and Regulations.

5.19.5 Notification of the Discharge of Hazardous Waste

Any User shall notify the District, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be hazardous waste under 40 CFR Part 261. Such notification to the POTW shall be made immediately upon discovery of the

discharge. Notification to the State and EPA is the responsibility of the User and shall be made as required under 40 CFR §403.12(p). The User shall copy the Manager on all notifications made to the State and EPA. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by these Rules and Regulations, a permit issued hereunder, or any applicable federal or State law.

5.19.6 Date of Receipt of Reports

Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, posted prepaid, into a mail facility serviced by the United States Postal Service, the date of the receipt of the report shall govern.

5.19.7 Records Retention

Users subject to the reporting requirements of these Rules and Regulations shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by these Rules and Regulations, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the sample; the dates analyses were performed; who performed the analyses; and analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the District, or where the User has been specifically notified of a longer retention period by the Manager.

5.19.8 Admission to Property and Access to Information

Whenever it shall be necessary for the purposes of these Rules and Regulations, the Manager may enter upon any User's facility, property or premises subject to these Rules

and Regulations is located or conducted or where records are required to be kept for the purposes of:

- (a) Performing all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial or other Users, compliance or noncompliance with applicable Pretreatment Standards and Requirements by Industrial or other Users.
Compliance monitoring and inspection shall be conducted at a frequency as determined by the Manager and may be announced or unannounced;
- (b) Examining and copying any records required to be kept under the provisions of these Rules and Regulations or of any other local, State or federal regulation;
- (c) Inspecting any monitoring equipment or method, pretreatment system equipment and/or operation;
- (d) Sampling any discharge of wastewater into POTW; and/or
- (e) Inspecting any production, manufacturing, fabricating or storage area where pollutants, regulated under these Rules and Regulations, could originate, be stored, or be discharged to the POTW.
- (f) The occupant of such property or premises shall render all proper assistance for such activities.

5.19.9 Analytical Requirements

- (a) All pollutant analysis, including sampling techniques, to be submitted as part of a wastewater discharge permit application, report, permit or other analysis required under these Rules and Regulations shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical

techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Manager or other parties approved by the EPA.

(b) Records shall include for all samples:

1. The date, exact place, method, and time of sampling and the name of the person(s) taking the samples;
2. The date(s) and time analyses were performed;
3. The name of the person performing the analyses;
4. The analytical techniques/methods used, including method detection limits and QA/QC sample results;
5. All chain-of-custody records; and
6. The results of such analyses.
7. A signed statement from the laboratory director stating that the samples were properly handled and analyzed pursuant to 40 CFR Part 136 or other approved methodology.

5.19.10 Signatory Certification

All reports and other submittals required to be submitted to the District shall include the following statement and signatory requirements.

- (a) The authorized representative of the Industrial User signing any application, questionnaire, any report or other information required to be submitted to the District must sign and attach the following certification statement with each such report or information submitted to the District.

"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 ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or the 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 the possibility of a fine and imprisonment for knowing violations."

- (b) If the authorized representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this Section and meeting the definition in Section 5.4 must be submitted to the District prior to or together with any reports to be signed by an authorized representative.

5.19.11 Requests for Information

When requested by the District, any Industrial User shall submit information to the Manager regarding industrial processes, nature and characteristics of wastes and wastewaters generated at the industrial facility, method of disposal of wastes, or other information required by the Manager to meet the responsibilities under these Industrial Wastewater Control Regulations. Failure to provide information within the timeframe specified shall be a violation of these Industrial Wastewater Control Regulations.

5.20 Administrative Enforcement Actions

5.20.1 Notification of Violation

When the Manager finds that a User has violated, or continues to violate, any provision of these Rules and Regulations, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Manager may serve upon the User a written notice of violation.

Within five (5) working days of and a plan for the satisfactory correction of prevention thereof, to include specific required actions, shall be submitted by the User to the Manager.

Submission of such a plan in no way relieves the User of liability for any violations occurring before or after receipt of the notice of violation.

Nothing in this Section shall limit the authority of the Manager to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

5.20.2 Administrative Compliance Orders

When the Manager finds that a User has violated, or continues to violate, any provision of these Rules and Regulations, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Manager may issue an order to the User responsible for the discharge directing that the User to come into compliance within a specific time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

5.20.3 Administrative Fines

(a) When the Manager finds that a User has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Manager may fine such User in an

amount not to exceed One Thousand and NO/100 Dollars (\$1,000.00) per day. Such fines shall be assessed on a per-violation, per day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

- (b) A lien against the User's property shall be sought for unpaid charges, fines, and penalties.
- (c) Users desiring to appeal such fines must file a written request for the Manager to reconsider the fine along with full payment of the fine amount within fifteen (15) days of being notified of the fine. Such notice or appeal shall set forth the nature of the order or determination being appealed, the date of such order or determination, the reason for the appeal, and request a hearing by the Board.
- (d) Issuance of an administrative fine shall not be a bar against, or prerequisite for, taking any other action against the User.

5.20.4 Search Warrants

If the District has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of these Rules and Regulations, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the District designed to verify compliance with these Rules and Regulations or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the District may seek issuance of a search warrant from a court with jurisdiction. District staff may also be accompanied by a uniformed officer when accessing or approaching a property where access has been previously refused.

5.20.5 Civil/Administrative Fine Pass-Through

If an Industrial User discharges such pollutants which cause the District to violate any condition of its CDPS permit and the

District is fined by the EPA or the State for such violation, then such Industrial User shall be fully liable for the total amount of the fine assessed against the District by the EPA and/or the State.

5.20.6 Remedies Nonexclusive

The remedies provided for in these Rules and Regulations are not exclusive of any other remedies that the District may have under the provisions of Colorado law.

The Manager may take any, all, or any combination of these actions against a noncompliant User.

5.20.7 Public Nuisances

A violation of any provision of these Rules and Regulations, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the Manager. Any person(s) creating a public nuisance shall be subject to the provisions of the Mesa County Municipal Code governing such nuisances, including reimbursing the District for any costs incurred in removing, abating, or remedying said nuisance.

5.21 Extra Monitoring Charge

5.21.1 The Manager may assess an extra monitoring charge to any User who is found to have:

- (a) Discharged a waste which causes an obstruction, damage, interference or other impairment to the District POTW;
- (b) Violated provisions of these Rules and Regulations and was placed in Significant Noncompliance; or
- (c) Failed to comply with provisions of the User's discharge permit.

- 5.21.2 The amount of this charge shall be determined by the Manager and may include:
- (a) Sampling and analysis costs.
 - (b) Time, material and equipment costs incurred as a result of inspection procedures.
 - (c) Costs incurred in the administrative analysis of all pertinent information, or extraordinary costs incurred by the POTW as a result of discharge such as time, material and equipment costs including polymer usage, preventing or correcting Interference of POTW, etc.
 - (d) Other associated costs as the Manager may deem necessary.
- 5.21.3 The affected User shall be notified in writing by the Manager of the extra monitoring charges within five (5) days of determination.
- 5.21.4 Such fees shall be payable by the User within thirty (30) days of being notified of the charges.

5.22 Confidentiality

- 5.22.1 All records, reports, data or other information supplied by any person or Industrial User because of any disclosure required by these Industrial Wastewater Control Regulations or information and data from inspections shall be available for public inspection except as otherwise provided in this Section, 40 CFR Section 403.14 and the Colorado Open Records Act (C.R.S. Section 24-72-201, *et seq.*).
- 5.22.2 These provisions shall not be applicable to any information designated as a trade secret by the person supplying such information. Materials designated as a trade secret may include, but shall not be limited to, processes, operations, style of work or apparatus or confidential commercial or statistical data. Any information and data submitted by the Industrial User which is desired to be considered a trade secret shall have the words, "Confidential Business

Information," stamped in a reasonably noticeable manner on each page containing such information. The Industrial User must demonstrate to the satisfaction of the District that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the Industrial User.

- 5.22.3 Information designated as a trade secret pursuant to this Section shall remain confidential and shall not be subject to public inspection. Such information shall be available only to officers, employees or authorized representatives of the District charged with implementing and enforcing the provisions of these Industrial Wastewater Control Regulations.
- 5.22.4 Effluent data from any Industrial User whether obtained by self-monitoring, monitoring by the District or monitoring by any state or federal agency, shall not be considered a trade secret or otherwise confidential. All such effluent data shall be available for public inspection.

5.23 Regulation of Users from Outside Jurisdictions

- 5.23.1 If a User, located in another municipality, county, state, or other jurisdiction contributes wastewater to the POTW, the District shall enter into an intergovernmental agreement ("IGA") with the contributing jurisdiction.
- 5.23.2 Prior to entering into an IGA, the District shall request the following information from the contributing jurisdiction:
 - (a) A description of the quality and volume of wastewater discharged to the POTW by the contributing jurisdiction;
 - (b) An inventory of all sources of Indirect Discharge located within the contributing jurisdiction that are discharging to the POTW; and
 - (c) Such other information as the District may deem necessary.

5.23.3 The IGA shall contain the following conditions:

- (a) A requirement for the contributing jurisdiction to adopt a sewer use ordinance or rules which specifically require that all non-domestic Users shall be under the jurisdiction of this Article for the purposes of implementation and enforcement of Pretreatment Standards and Requirements;
- (b) Each municipality, county, state, or other jurisdiction contributing wastewater to the POTW pursuant to the IGA shall adopt Rules and Regulations which are no less stringent than these Rules and Regulations and are approved by the District as being sufficient to provide for the proper handling of liquid wastes containing excessive grease, excessive sand, or other harmful pollutants;
- (c) A requirement for the contributing jurisdiction to submit an updated User inventory on at least an annual basis;
- (d) A provision specifying that the District shall be delegated full responsibility for implementation and enforcement of the pretreatment program unless otherwise agreed to and specified in the IGA;
- (e) A requirement for the contributing jurisdiction to provide the District with access to all information that the contributing jurisdiction obtains regarding effluent quantity and quality from non-domestic Users;
- (f) Requirements for monitoring the contributing jurisdiction's discharge; and
- (g) A provision specifying remedies available for breach of the terms of the interjurisdictional agreement.

Article VI. Application for Service

6.0 Application for Service

6.1 Inclusions

6.1.1 Upon full compliance with these policies, sanitary sewer service will be furnished to properties included in the District boundaries.

6.1.2 Properties outside of the District service area may apply for inclusion by the Owner submitting a Petition for Inclusion and upon payment of all fees. The Board will set the question of the inclusion for a public hearing and the hearing will proceed as directed by Colorado law. This application and all sewer service provided by the District to the above property shall be in conformance with the District's Rules and Regulations. Upon execution of the Inclusion Agreement, Owner will pay for all legal fees and costs incurred by the District for the inclusion of the property. At the District's option, the Owner may be required to make payment directly to the District's legal counsel for all legal fees and costs.

Owner will continue to pursue the inclusion of the property and will perform all necessary acts to timely complete the inclusion.

Upon completion of the inclusion, Owner acknowledges that the property will be subject to all rules and regulations of the District, including payment of Tap Fee charges and monthly service fee charges.

The District will proceed with all due diligence to complete the inclusion.

Owner agrees to comply with all of the rules, regulations and ordinances of the District.

6.2 Service Outside the District

No service shall be provided to property outside of the District except in extraordinary circumstances and only upon written consent of the Board.

Charges and other requirements for furnishing service outside of the District shall be at the discretion of the Board. No service shall be furnished outside of the District unless the charge equals at least the cost of service for in-District Customers. As a condition of providing such service, the District may require an inspection and maintenance plan, that is approved in advance by the District, and which generally meets the requirements of such plans as described in Section 4.3.

Except as otherwise approved by the Board, in every case where the District furnishes service to property outside the District, the District reserves the right to discontinue the service when, in the judgment of the Board, it is in the best interest of the District to do so, and such application shall be considered a revocable license.

6.3 Application for Service

Prior to any action to connect to the system an application for service must be completed on District-provided forms and accompanied by appropriate fees. Only upon written application and payment of all fees may a connection to the system be made. Monthly service charges shall commence one hundred eighty (180) days after the date of application, or the water service is activated, whichever occurs first.

6.4 Denial of Application

The District reserves the right to deny any Application for service when, in the opinion of the Board, the service applied for would create an excessive seasonal or other unusual demand on the facilities. Denial may also be based upon an unresolved obligation between the District and the Applicant, inadequate documentation of easements for lines serving the property, or other valid reasons. All applications for bulk Taps will be denied.

6.5 Cancellation of Application and Refund of Fees

The District reserves the right to revoke any application, even if previously approved, before service has been provided when in the opinion of the Board it has determined that the service that will be installed is substantially different from the service described in the application. Cancellation may also be based upon an unresolved obligation between the District and the Applicant, inadequate documentation of easements for lines serving the property, or other valid reasons.

Upon denial or cancellation by the District, all fees, as appropriate, shall be refunded to the applicant minus any charges owed to the District and the sewer clearance for the Tap connection will be revoked.

6.6 Abandonment of Application for Service

The Applicant may make a written request for an abandonment of the Application within 180 days of Application approval. If there is no connection to District Lines within 180 days of the date the Application is approved, a refund can be considered and may be granted by the District Manager. However, if the property has had water service activated and sewer service fees have been assessed, then no refund may be given. In the event a refund has been granted, any sewer clearances will be revoked. In the event an Application is abandoned, any future Application for service for the same property will be considered a new Application.

6.7 Change of Service

6.7.1 Change in Amount of Service

No change in a Customer's amount of service from an existing Tap is permitted without prior approval of the District. By way of example, a change in the amount of service includes increasing the seating capacity of a restaurant, increasing the number of washing machines in a laundry and increasing the number of trailer parking spaces in a travel trailer park. Any such change in a Customer's service which increases in the service provided by the District shall require a new calculation of the Tap Fee and monthly service charge. Any new calculation of the Tap Fee shall allow a credit for previously paid Tap Fees.

For example, if the increased seating in a restaurant results in a change from 4 EQUs to 5 EQUs, then the Customer will be charged for one additional EQU at the then existing District rates. Changes in a Customer's amount of service which results in a decrease in the service provided by the District shall not result in a reduction or refund of Tap Fees.

6.8 Change in Use of Service

Any change in use of service must receive the prior approval of the District. By way of example, a change in use occurs when an office building converts to an unrelated use such as a restaurant or a school.

Any such change in use which increases the service provided by the District shall require a new calculation of the Tap Fee and monthly service charge. Any new calculation of the Tap Fee shall allow a credit for the actual cost paid for the existing Tap. For example, if the change of use from an office to a restaurant results in an increase from 1 EQU to 4 EQUs, and the original cost of the original Tap was Five Hundred and NO/100 Dollars (\$500.00) but the current cost of a PIF is Four Thousand and NO/100 Dollars (\$4,000.00) per EQU, then the cost for the change of use is Sixteen Thousand and NO/100 Dollars (\$16,000.00) (4 EQU's times \$4,000 per EQU) and with a credit of Five Hundred and NO/100 Dollars (\$500.00) for the cost of the original Tap.

6.9 Removal of Buildings

When buildings are moved, or destroyed, the ongoing availability of the Tap is determined in accordance with Section 6.13 regarding Abandoned Taps, or service may be terminated by the District as provided in these Rules and Regulations. If the Service Line is physically disconnected from the building it must be capped and not be left open. If the Tap is terminated or abandoned a new Tap Fee equal to the current Tap Fee rate will be charged by the District for the re-connection of any terminated or abandoned Tap.

6.10 Unauthorized Connection Fees

Except in the event of extenuating or mitigating circumstances and a waiver approved by the Board, a fine in the amount of Five Thousand Dollars (\$5,000) shall be payable by persons tapping onto the District's Lines or making an unauthorized change in use or service without written authorization from the District.

Such fine shall be in addition to the normally applicable Tap Fee. If work is begun without prior written approval of the District on an unauthorized connection or change in use, but not completed before discovery by the District, the Owner, contractor, plumber, or other person found by the District to be primarily responsible for such work will be subject to penalties imposed by the District as follows: Five Hundred Dollars (\$500) for the first violation; One Thousand Dollars (\$1,000) for a second violation; and up to Two-Thousand Dollars (\$2,000) for any additional violations. In any event the District Manager may also assess and require reimbursement of any cost incurred by the District in enforcing unauthorized Taps or attempted unauthorized connections, including engineering and attorneys' fees and retroactive service fees from the date of unauthorized use. Further, if appropriate application for service is not made along with payment of the applicable Tap fee, the Service Line must be disconnected. The Owner shall complete the disconnection of the Service Line within five (5) days after written notice from the District, and if the Owner fails to complete the disconnection the District may complete the disconnection and charge the Owner.

Any person or property owner making or allowing a temporary connection by a recreational vehicle or other discharge of Recreational Vehicle Waste (defined in Article V) to a Service Line or District Line is considered an unauthorized connection and is subject to a fine of One Hundred Dollars (\$100) per day. Any such connection that continues (1) for more than seven calendar days in total, or (2) for more than two days after written notice by the District to cease such unauthorized connection and/or Recreational Vehicle Waste discharge delivered to the occupant of recreational vehicle or Owner of the property upon which the recreational vehicle is located or unauthorized discharge is occurring will be also be subject to a fine in the amount of Five Thousand Dollars (\$5,000) as an unauthorized connection.

6.11 Revocation of Service

Service is revocable by the District upon non-payment of fees owing to the District or upon the violation of any of the policies and Rules and Regulations of the District. Upon non-payment or other violation, the Customer shall be given an opportunity to cure. If the default is not timely cured, then in addition to any other remedies of the District, the District may disconnect the sewer service.

Before any disconnection is made, the District will provide no less than ten (10) days' notice, in writing, of the disconnection, which shall set forth the following:

- (a) The reason for the disconnection;
- (b) The manner in which the District may be contacted for the purpose of resolving the obligation; and
- (c) That there exists an opportunity for a hearing.
If the obligation is not resolved within the time prescribed, the property may be disconnected from water service, service to the property shall be revoked by digging up and capping off the sewer Tap serving the property. Cost of disconnection and subsequent reconnection charges will be assessed to the Customer. The Department of Health will be notified of any disconnect. Such action will be taken regardless of the type of service for which payment has not been made.

6.12 Disconnect Hearing

- 6.12.1 If an Owner or Customer timely requests a hearing, the disconnection shall be stayed, pending the outcome of the hearing.
- 6.12.2 Upon written request, a hearing will be scheduled at the next regular, special, or emergency meeting of the Board. If the hearing is requested by an occupant or Customer who is not the Owner, then the occupant must give the District written notice of the Owner's name and address in order for the District to give notice of the hearing to the Owner. The Owner/Customer shall have an opportunity to appear before the Board at the hearing and present evidence relevant to the issue of disconnect.
- 6.12.3 If the District receives written notice at least five (5) business days prior to the hearing, the Owner or Customer may be represented by one (1) other person or an attorney and may tape record the hearing. Notice is effective upon actual delivery to the District's office.

- 6.12.4 Strict rules of evidence shall not apply. The Board President, or other presiding Board member or District Representative as selected by the Board shall determine and decide and disagreements or issues as to what documents or evidence may be considered and accepted by the Board.
- 6.12.5 The District's Manager or designee shall present to the Board evidence regarding the disconnect decision. The Owner or Customer shall then present evidence relevant to this issue. The District shall have an opportunity to present rebuttal evidence. Both parties shall have an opportunity to make a closing statement.
- 6.12.6 The Board shall issue its decision within fourteen (14) calendar days following the hearing. Written notice of the decision shall be given to the Owner or Customer. If the decision is to disconnect, the Owner or Customer shall have three (3) calendar days following delivery of notice to pay the overdue amount or correct the default before the District actually disconnects. "Delivery" is effective upon actual delivery of notice to Owner/Customer or three (3) business days after the notice is mailed by first class mail to the Owner/Customer at the last known address in the District's records.
- 6.12.7 If disconnected, the District will notify the Health Department.

6.13 Abandoned Taps

The District requires a property Owner to begin paying the monthly service fee on any installed Tap beginning on the date that water service is activated on the property, or one hundred eighty (180) days after the date the Application for service is submitted to the District, whichever date first occurs. Provided that there is no water service to the property, the Owner of the property may make a written request to the District that the Tap be abandoned, and upon approval by the District of the request, no service fees will be charged thereafter.

If a Tap for which construction and connection to District Lines was completed is abandoned, the Owner must, unless otherwise permitted by the District, cap the Service Line within eighteen inches (18") of the District Line as required by District standards and specifications; the

Owner shall be responsible for all costs of capping the abandoned Service Line and Tap. In the event of such abandonment, no credit or refund will be given for any previously paid Tap Fee; and, no sewer service will be provided to the property until the property Owner submits a new Application for service and, pays the full amount of the then prevailing Tap Fee.

6.14 Inactive Taps

Any Taps which were inactive as of January 1, 2010 were deemed to be abandoned and such Taps will be treated as other abandoned Taps described in 6.13, Abandoned Taps.

Article VII. Rates and Charges

7.0 Rates and Charges

7.1 General

The information contained in this Article pertains to all charges assessed for the provision of sewer services. The rates and charges in this Article are in effect at this time and shall remain in effect until modified by the Board of Directors under the provisions of this policy and under the applicable Statutes of the State of Colorado. Nothing contained herein shall limit the Board from modifying rates and charges or from modifying any classification.

7.2 Classification of Customers

For the purpose of levying fair, reasonable, uniform and equitable charges, the District has adopted the Customer classification for service charges.

7.3 Tap Fee

A Tap Fee shall be charged to all customers of the District. Such fee shall represent a "privilege to serve" fee, assessed and paid before the permit for service is issued.

7.3.1 Out-of-District Tap Fees and Other Charges

All Tap Fees, monthly service fees and other charges assessed to out-of-District Customers will be one and one-half (1½) times the amount charged to in-District Customers in accordance with the Tap Fee and Service Fee Schedule. Provided however, the Board may approve a different charge on a case by case basis, subject to legal limits and requirements.

7.3.2 Tap Location for Out-of-District Service

The out-of-District Customer or Owner will install and maintain the Service Line from the Tap to the Dwelling Unit.

(a) Out-of-District Service Subject to Revocation

The District reserves the right to discontinue service to properties outside of the District service territory when, in the judgment of the Board, it is in the best interests of the District to do so.

7.4 Standby Fee

The District shall have full authority to adopt a standby fee, or availability of service fee, pursuant to the provisions of C.R.S. Section 32-1-1006 (1) (h). If adopted, the standby fees shall be reflected in the current Tap Fee and Service Fee Schedule maintained at the District's office or website.

7.5 Mobile Home Park Tap Fees and Service Fee

Tap Fees and service fees for mobile home parks shall be the same per space as for a single-family home. A single monthly bill shall be sent to the Owner of the mobile park for payment and shall be based on the number of spaces in the park regardless of whether a space is occupied.

Article VIII. Reference Charges

8.0 Reference Charges

The following Tap Fee and Service Fee Schedule is in place as of the effective date of the Rules and Regulations. However, these are shown for reference only, as the District may update the Tap and Service Fees at its discretion without updating these Rules and Regulations. Current Tap and Service Fees can be viewed at the District’s office or on the District’s website at <https://www.cliftonsanitation.com/Rates-and-Fees>.

Tap Fee and Service Fee Schedule

Clifton Sanitation District Tap Fees (2023)	
Each Dwelling Unit or Accessory Dwelling Unit	\$6,100
Multi-Dwelling Unit (Per Dwelling Unit)	\$6,100
Trailer Parks (Per space)	\$6,100
Whitewater Public Improvement District (WWPID)	\$4,200
Commercial	Calculated per formula

Customer Type	2024
Residential, per EQU	\$33.00
Nonresidential (EQU ≤ 1) First 4,000 gallons, per bill	\$33.00
Over 4,000 gallons, per Kgal	\$5.52
Nonresidential (EQU > 1) Base Charge, per EQU	\$9.36
Volume Charge, per Kgal	\$5.52
Schools (Inside District) Base Charge, per EQU	\$9.36
Volume Charge, per Kgal	\$5.52

Whitewater, per Kgal	\$8.30
Schools (Outside District) Base Charge, per EQU	\$11.25
Volume Charge, per Kgal	\$6.64

The total Tap Fee shall be determined by adding of the Capital Improvement Charge and the Plant Investment Fee. The Capital Improvement Charge will be a one-time charge per building and assessed as follows, except that no commercial Tap Fee shall be less than one E.Q.U.

Water Service Size	Capital Improvement Charge	Plant Investment Fee (PIF)	Total Tap Fee (TTF)
1" or less	\$4,825	+ PIF	TTF
1 1/2"	\$6,430	+ PIF	TTF
2"	\$8,720	+ PIF	TTF
3"	\$11,710	+ PIF	TTF
4"	\$14,005	+ PIF	TTF
6"	\$24,830	+ PIF	TTF

Formula for Plant Investment (PIF)

The basic plant investment fee (BPIF) = \$3,400 (or as modified upon Board review and approval) = 1 EQU

P.I.F. = (BPIF) x (EQU factor)

Where (EQU) = Equivalent Residential Units

The Equivalent Residential Units (EQU) factor is determined by using the following values as applied for the type of use in which the building, premise or lot is to be used, regardless of the number of days open per week:

- A. Hotels and Motels:
 - a. No restaurants or kitchens 0.36 x number of rooms
 - b. with kitchenettes 0.43 x number of rooms

- c. With restaurants - use above formulas then add restaurants from below
 - d. Bed & Breakfast - $0.36 \times$ number of rooms
- B. Restaurants:
- a. Open 12 hours or more per day - $0.21 \times$ number of seats
 - b. Open less than 12 hours per day - $0.14 \times$ number of seats
 - c. Bar, no food $0.04 \times$ number of seats
- C. Specialty Foods – with no fried foods, dishwashers, garbage disposals, grease traps (business must use paper service for its customers)
- b. Open less than 12 hours per day - $0.075 \times$ number of seats
 - c. Open 12-hours or more per day - $0.10 \times$ number of seats
- D. Fast food take out - (Walk up or drive up)
- a. Open 12 hours or more per day
 $0.10 \times$ number of employees
 - b. Open less than 12 hours per day
 $0.06 \times$ number of employees
- E. Schools:
- a. No food or showers $0.04 \times$ number of student capacity
 - b. Add to a. For cafeterias $0.02 \times$ number of student capacity
 - c. Add to a. For showers $0.02 \times$ number of student capacity
 - d. Boarding schools $0.27 \times$ number of student capacity
- F Shopping centers and stores:
- $0.35 \times$ number of thousand square feet of store space
- G. Travel trailer park (K.O.A., etc.)

- 0.49 x number of trailer parking spaces
- H. Churches and assembly halls, theaters and arenas
0.01 x number of seating capacity
- I. Factory, warehouses and offices (not including industrial waste)
0.05 x number of employees
- J. Hospital
0.89 x number of bed spaces
- K. Institution - nursing home
0.36 x number of residences
- L. Laundry - coin operated
0.90 x number of washing machines
- M. Car Wash - 3.5 x number of bays
- N. Where the District Manager deems necessary, the EQU calculation may be utilized for nonresidential users that are not listed above by computing the hydraulic flow expected from the establishment; the EQU shall be computed by dividing the expected flows by 4,000 gallons per month. After the first 12 months of full operation have passed, the District will reassess the water usage and compare the actual entered flows. If actual usage is greater than the estimated water consumption, then the user will be remitted the additional tap fee.

NO COMMERCIAL TAP FEE SHALL BE LESS THAN ONE EQU. THESE RATES ARE SUBJECT TO CHANGE.

8.1 Tap Fees for Other Uses

The Tap Fee for service to a structure or for a use not defined in the Tap Fee and Service Fee Schedule shall be calculated by the Board to establish a fair, reasonable and equitable Tap Fee for said structure and use.

8.2 Amended Tap and Service Fees

In those situations where, in the Board's sole discretion, the service charges shown in the Tap Fee and Service Fee Schedule does not represent fair, reasonable and equitable charge for the intended use, the Board, in its sole discretion, may adjust said rate.

8.3 Payment of Service Fees

8.3.1 Monthly service fees for the District are billed through the Clifton Water District and are included with the Clifton Water District billings. All payments for monthly service fees are due and payable in accordance with the billing procedures of the Clifton Water District. All bills are payable in full twenty-five (25) calendar days from the date of each billing. A delinquency charge of Five and NO/100 Dollars (\$5.00) will be assessed by Clifton Sanitation on each bill that is not paid within forty-five (45) calendar days from the due date. Payments will be first applied to pay outstanding delinquency charges and then to any outstanding service fees in order of the oldest fees paid first.

8.4 Perpetual Lien and Other Charges

Until paid, all fees, rates tolls, penalties or charges shall constitute a perpetual lien on and against the property subject to the lien in accordance with the provisions of C.R.S. Section 32-1-1001(1)(j). The District shall assess, to any customer whose payment is delinquent, all legal costs, court costs, disconnection charges, and any other costs necessary to or incidental to the collection of said account.

8.5 Condition of New Services

No existing Customer who is delinquent in the payment of fees, tolls, rates, charges or penalties to the District shall be entitled to receive any new service within the District until all such delinquencies have been paid in full. The term "new service" shall include the issuance of new Taps by the District and entering into line extension agreements with the District. For purposes of this paragraph only, a Customer shall include the Customer's spouse and any corporation, partnership, limited liability company or other entity in which the Customer or the Customer's spouse owns more than fifty percent (50%) interest.

8.6 Termination of Service

If an account is more than thirty (30) days' delinquent, the District may terminate service in either of the following ways: (i) the Clifton Water District may discontinue water service to the property even if the Clifton Water bill is current; or (ii) the District may physically disconnect the property from the District sanitary sewer line.

Whenever service is to be so terminated, the District shall give the Customer prior notice of termination by sending a first-class mail notice to the Customer at the address of record. Notice of the termination shall be postmarked no less than ten (10) calendar days before the date service is to be terminated. This notice will be the only notice given prior to termination of service. Prior to the termination date, the Customer may request an extension of time in which to pay the overdue charges. Upon receipt of such request the District may grant, at its discretion, an extension under such terms as are acceptable to the District. In addition, prior to the termination date the Customer may request a hearing before the Board. If such a hearing is requested, the termination will be postponed until the Board has granted such a hearing and with such hearing to be held no later than thirty (30) days following the date of the request. Before service is restored, all charges must be brought current and the Customer must also pay costs incurred by the District in terminating service.

8.7 Parties to be Notified

The District assumes no responsibility for notifying tenants, occupants or other interested parties before termination of service. Notice will be given only to the Customer at the billing address on file with the District. The responsibility for payment of all amounts due to the District are unaffected by agreements between landlords and tenants, multiple users and homeowner's associations or any other private arrangements for payment of fees. The Customer is responsible for all payments to the District.

8.8 Certification to Treasurer of Delinquent Charges

In the event that a Customer is delinquent in the payment of applicable fees, rates, tolls, penalties, charges, or assessments payable to the District, the District may certify the sums as delinquent to the Mesa County Treasurer, and said sums shall be subject to collection in the same manner as real property taxes are collected and

paid. If an account is at least six months past due and the sums owing total at least one hundred fifty dollars (\$150), the District may elect to collect pursuant to this Section 8.8 by enacting a resolution to that effect at a duly noticed public meeting of the Board of Directors of the District.

Prior to certifying the sums to the Treasurer, the District shall serve written notice upon the record property owner, not less than ten (10) days prior to the public meeting, setting forth the following:

- a) An explanation of the sums owing on the delinquent account;
- b) The date, time, and location of the public meeting of the Board of Directors and the manner in which the District may be contacted for purposes of resolving the payment obligation; and
- c) That the property owner may appear at the public meeting for the purpose of offering evidence relevant to the sums that are claimed as owing.

If, at the conclusion of the meeting, the Board is satisfied that the sums are owing and unpaid, it may certify the account to the county Treasurer in the manner otherwise provided by law. Thereafter, the sums owing, together with any applicable fees, shall be paid and collected in conjunction with real property taxes for the subject parcel.

8.9 Enforcement of Perpetual Lien

Where appropriate, the District may enforce its perpetual lien by delivering to the record owner of the subject property a notice of intent to lien identifying the record owner, the legal description of the subject property, and stating the amounts and basis for all sums claimed. If the owner fails or refuses to pay the sums stated in the notice of intent to lien within ten (10) days of delivery, the District may record the lien statement in the Mesa County land records. The recorded lien statement may be foreclosed in an action commenced by the District, as otherwise provided by law.

8.10 Interest, Payment Agreements, Surrender of Sewer Taps

- a) Sums owing to the District that become delinquent shall carry interest at the rate of twelve percent (12%) per annum until paid in full.

b) In the event of demonstrated financial hardship the District may enter into payment plans with a customer providing for the restoration of service, subject to reasonable repayment terms as the parties may mutually agree.

c) The District is authorized to enter into agreements with owners of existing Taps wherein delinquent charges are deemed satisfied in exchange for surrender by the owner of the applicable Taps. Any such proposed agreement shall be reviewed by the Board of Directors and, if it is satisfied that the terms are equitable, it may approve the proposed agreement. Once approved, the District may implement all necessary actions to disable any existing Tap and the District shall have no further service obligations to the owner. The subject property owner, or any successor in title, may apply for resumption of service at a later time, subject to compliance with all then-applicable District terms of service and fees.

Article IX. Excavation Permits and 811 District Line Location

9.0 District Line Location Obligation and Permit Requirements

All Owners will comply with these Line location requirements and those requirements imposed by applicable state, county and municipal laws, including Section 9-1.5-103 of the Colorado Revised Statutes, as well as permit requirements related to Excavation in public rights of way. This includes a requirement that all line location requests be called into Colorado 811, regardless of the purpose for the request, before the District is required to complete a line location.

9.1 Definitions

The following terms, when used in this Article IX, shall have the meaning provided below.

9.1.1 "Excavation" means any operation in which earth is moved or removed by means of any tools, equipment, or explosives and includes auguring, backfilling, boring, ditching, drilling, grading, plowing-in, pulling-in, ripping, scraping, trenching, hydro excavating, post holing, and tunneling.

9.1.2 "Notification association," "association," or "Colorado 811" means the statewide notification association of owners and operators of underground facilities created in C.R.S. Section 9-1.5-105.

9.1.3 "Operator" or "Owner" means any person, including public utilities, municipal corporations, political subdivisions, or other persons having the right to bury underground facilities in or near a public road, street, alley, right-of-way, or utility easement. "Operator" or "Owner" does not include any railroad.

9.1.4 "Subsurface utility engineering notification" means a notice to the notification association that a project is being designed by a licensed professional engineer and that the project will include the investigation and depiction of existing underground facilities that meet or exceed the ASCE 38 standard.

9.1.5 "Underground facility" means any item of personal property which is buried or placed below ground for use in connection with the storage or conveyance of water or sewage, electronic, telephonic, or telegraphic communications or cable television, electric energy, or oil, gas, or other substances. "Item of personal property," as used in this subsection, includes, but is not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, and attachments thereto.

9.2 Requesting Line Location Before Excavation; Permit Requirements

All Operators, persons or entities, including, Developers, and contractors, will make locate requests before conducting excavation in the public right of way. Such requests shall be made regardless of whether the purpose is for constructing and installing new underground facilities or Taps, or for maintenance.

9.2.1 Excavation may not begin without first notifying the notification association. Notice to the association may be given by electronic methods approved by the notification association or by telephone.

9.2.2 Notice of the commencement, extent, and duration of the excavation work shall be given at least two (2) business days prior thereto not including the day of actual notice. Notice of commencement must include the following:

- (a) The name and telephone number of the person who is giving the notice;
- (b) The name and telephone number of the excavator; and
- (c) The specific location, starting date, and description of the intended excavation activity.

9.3 Permit Requirements, Boring and Camera Inspection

Before Excavation is begun, all Operators or persons conducting Excavation within the public right of way shall request and obtain required permits for such Excavation from the District (as determined by the District Manager), and other applicable government entities, including but not limited to Mesa County. As a condition of sign-off or approval of permits, the District will require all Operators, persons and contractors using underground boring or auguring as a means of Excavation to complete camera inspections, at a minimum, after the work is completed.

9.3.1 The following additional requirements shall apply to Excavation using underground boring or auguring methods:

- (a) The District must be notified within 48 hours of completion of work. The District will conduct the camera inspection after work is completed and charge a reasonable fee, and the Operator will be responsible to pay such fees. Exceptions to this requirement, or permission for the excavator to complete the inspection must be approved by the District Manager.
- (b) The District must be notified ten (10) business days in advance of beginning work if pre-excavation camera inspection by the District is requested. Such pre-excavation camera is recommended but not required, and may only occur with District approval and coordination if not completed by the District.
- (c) In cases where the Operator or entity conducting the boring activity or a private contractor is permitted by the District to complete video inspection, the District must be provided with a digital/video recording of the inspection within twenty-four (24) hours

9.4 Line Locate Requirements

The District will respond to and complete locate requests made by persons conducting excavation within a public right-of-way where District Lines are located, as required by applicable Colorado law, including C.R.S. Section 9-1.5-103.

The District is not required to locate any underground facilities beyond the customers point of connection (Tap) with District Lines.

9.4.1 Line Location Efforts

The District, as a sewer system owner, shall provide its best available information when marking the location of sewer laterals in the public right-of-way with clearly identifiable markings. "Best available information" includes Tap measurements and historic records. If the sewer lateral can be electronically located, the District will mark and document the location of the sewer laterals accordingly.

9.4.2 No Liability for Third Party Lines/Facilities

The District is not required to locate or mark any third party or Customer-owned laterals in the public right-of-way, and any such marking is for informational purposes only, and the District is not liable to any party for damages or injuries resulting from damage done to third party or customer-owned laterals.

9.4.3 Identifying Underground Facilities with Nondestructive Means

When an Operator or person excavates within eighteen (18) inches horizontally from the exterior sides of any marked District Line or other underground facility, the person shall use nondestructive means of excavation to identify underground facilities and shall otherwise exercise reasonable care to protect any underground facility in or near the excavation area. When utilizing trenchless excavation methods, the excavator shall expose underground facilities and visually observe the safe crossing of marked underground facilities when requested to do so by the underground facility owner or operator or the government agency that issued a permit for the excavation.

9.5 Damage to Underground Facilities

All damage to District Lines or Services Lines shall be reported to the District immediately, and the contractor, Owner or Operator shall, subject to District approval, oversight, and inspection, be responsible for completing and making arrangements for all repairs, and paying all related costs of repair and damages incurred by the District or other parties.

All repair work shall be completed by the contractor, Owner or Operator, in accordance with the District standards and specifications and any requirements of Mesa County or CDOT when completed within their road right-of-way jurisdictions. Repair work must be completed immediately and without delay to maintain service to affected properties. The District retains the right to make any and all repairs to damaged District Lines, and the contractor, Owner or Operator that is responsible for causing the damages shall pay the District for the cost of all repairs completed by or on behalf of the District.

Policy Adopted

This Policy Adopted August 02, 1993

Policy Amended 10/02/95 by majority vote of board

Policy Amended 10/07/96 by majority vote of board

Policy Amended 05/07/97 by majority vote of board

Policy Amended 08/07/97 by majority vote of board

Policy Amended 06/07/99 by majority vote of board

Policy Amended 09/13/99 by majority vote of board

Re: 3.7.4

Re: 3.8.14

Re: 3.7.4 (b)

Re: 3.7.3 (c)

Re: 8.4.1

Re: 8.4.2

Re: 8.6.1

Re: 3.7.4

Re: 3.7.5

Re: 3.7.6

Re: 1.4

Re: 2.1

Re: 2.9

Re: 3.3.5

Re: 3.4.1

Re: 3.6.3

Re: 3.7

Re: 3.7.5

Re: 3.7.6 (h)(j)(k)

Re: 3.8.9

Re: 4.3 (b)(c)

Re: 5.3.1 (a)

Re: 8.10

Re: 8.4.1

Re: 8.6.1

Policy Amended 03/06/00 by majority vote of board

Re: 3.7.4 (a.4)

Policy Amended 03/05/01 by majority vote of board

Re: 3.7.4 (d)

Policy Amended 03/05/01 by majority vote of board

Re: 3.8.14

Policy Amended 11/05/01 by majority vote of board

Re: 3.7.4 (n)

Policy Amended 11/04/02 by majority vote of board

Re: 5.1.6

Policy Amended 07/12/04 by majority vote of board

Re: 3.3.6

Policy Amended 03/08/05 by majority vote of board

Re: 3.7.4 (k)(l)

Policy Amended 11/06/06 by majority vote of board

Re: 3.7.4 (k)(l)

Policy Amended 12/04/06 by majority vote of board

Re: 3.7.5 (e)

Policy Amended 12/04/06 by majority vote of board

Re: 8.6

Policy Amended 01/01/07 by majority vote of board

Re: 8.0

Policy Amended 09/10/07 by majority vote of board

Re: 3.3.6

Policy Amended 11/03/08 by majority vote of board

Policy Amended 11/03/08 by majority vote of board

Policy Amended 11/03/08 by majority vote of board

Policy Amended 11/03/08 by majority vote of board

- Re: 3.7.1
- Re: 3.7.2
- Re: 3.7.4
- Re: 3.8.14
- Re: 4.3.4
- Re: 6.1.1
- Re: 6.1.2
- Re: 6.2
- Re: 6.3
- Re: 6.4
- Re: 6.5
- Re: 6.6
- Re: 6.8.1
- Re: 6.9
- Re: 6.10
- Re: 6.12
- Re: 6.13
- Re: 8.3.1
- Re: 5.1 (e)
- Re: 5.1 (g)
- Re: 5.3
- Re: 5.4
- Re: 5.5 (a)(3)
- Re: 5.5 (b)(4)
- Re: 5.5 (c)(4)
- Re: 5.5(d) (1-2)
- Re: 5.6.2 (d)
- Re: 5.6.2 (f), (l)
- Re: 5.7 (e), (k)
- Re: 5.7 (g), (s-t)
- Re: 5.8 (c)(1)
- Re: 5.8 (d)
- Re: 5.11 (c)
- Re: 5.12
- Re: 5.12 (a), (b)
- Re: 5.16 (4)
- Re: 5.16 (4)(b)
- Re: 5.16 (4)(c)
- Re: 5.16(4)(c)(4)

Policy Amended 03/01/09 by majority vote of board
Policy Amended 09/10/12 by majority vote of board

Policy Amended 09/10/12 by majority vote of board

Policy Amended 09/10/12 by majority vote of board

Re: 5.16 (4)(d)
Re: 5.16 (4)(e)
Re: 5.16 (b)
Re: 5.17 (3)
Re: 5.21 (1)
Re: 8.3.1
Re: 4.3.4 (c)(h)
Re: 6.10
Re: 8.0
Re: 5.3.1
Re: 5.3.2
Re: 5.3.2 (a)
Re: 5.3.3
Re: 5.3.4
Re: 5.3.5
Re: 5.3.7
Re: 5.3.9
Re: 5.3.12
Re: 5.3.13
Re: 5.3.16
Re: 5.3.18
Re: 5.3.19
Re: 5.3.20
Re: 5.3.21
Re: 5.3.22
Re: 5.3.23
Re: 5.3.27
Re: 5.3.35
Re: 5.3.37
Re: 5.3.39
Re: 5.3.41
Re: 5.3.48
Re: 5.3.49
Re: 5.3.55
Re: 5.3.57
Re: 5.3.59
Re: 5.4.5
Re: 5.4.6
Re: 5.5.1

Policy Amended 09/10/12 by majority vote of board	Re: 5.5.3
	Re: 5.5.6
	Re: 5.5.6 (c)
	Re: 5.9.1
	Re: 5.10.3
	Re: 5.10.3 (3)(4)
Policy Amended 11/05/12 by majority vote of board	Re: 8.0
	Re: 8.3
Policy Amended 03/04/13 by majority vote of board	Re: 5.10.3
Policy Amended 12/03/14 by majority vote of board	Re: 8.0
Policy Amended 01/07/15 by majority vote of board	Re: 2.11
	Re: 2.12
	Re: 3.1.3 (k)
	Re: 3.1.5
	Re: 3.1.6
Number format 09/05/18 by majority vote of board	Re: 5.2.3-5.2.7
Deletion 09/05/18 by majority vote of board	Re: 5.4.2 (a-e)
Deletion 09/05/18 by majority vote of board	Re: 1.1.2
	Re: 5.4.2 (a-e)
Policy Amended 09/05/18 by majority vote of board	Re: 5.4.3
Number format 09/05/18 by majority vote of board	Re: 5.4.4
	Re: 5.4.5
	Re: 5.4.6
Number format 09/05/18 by majority vote of board	Re: 5.4.7
Deletion 09/05/18 by majority vote of board	Re: 5.48
Addition 09/05/18 by majority vote of board	Re: 5.4.8
	Re: 5.4.9
Addition 09/05/18 by majority vote of board	Re: 5.4.9 (a-b)
	Re: 5.4.10
Number format 09/05/18 by majority vote of board	Re: 5.4.11-18
Policy Amended 09/05/18 by majority vote of board	Re: 5.4.19
Deletion 09/05/18 by majority vote of board	Re: 1.1.3
Policy Amended 09/05/18 by majority vote of board	Re: 5.4.20
Number format 09/05/18 by majority vote of board	Re: 5.4.21
Number format 09/05/18 by majority vote of board	Re: 5.4.23 (a-c)
Policy Amended 09/05/18 by majority vote of board	Re: 5.4.24
Number format 09/05/18 by majority vote of board	Re: 5.4.25
Deletion 09/05/18 by majority vote of board	Re: 5.4.25 (no contact)
Addition 09/05/18 by majority vote of board	Re: 5.4.26

Number format 09/05/18 by majority vote of board	Re: 5.4.27
Number format 09/05/18 by majority vote of board	Re: 5.4.28
	Re: 5.4.29-32
Deletion 09/05/18 by majority vote of board	Re: 5.4.33
Addition 09/05/18 by majority vote of board	Re: 5.4.33
Number format 09/05/18 by majority vote of board	Re: 5.4.34
Policy Amended 09/05/18 by majority vote of board	Re: 5.4.35
Number format 09/05/18 by majority vote of board	Re: 5.4.36
Policy Amended 09/05/18 by majority vote of board	Re: 5.4.37
Number format 09/05/18 by majority vote of board	Re: 5.4.38-39
Policy Amended 09/05/18 by majority vote of board	Re: 5.4.40-46
Policy Amended 09/05/18 by majority vote of board	Re: 5.4.47
Number format 09/05/18 by majority vote of board	Re: 5.4.48-54
Addition 09/05/18 by majority vote of board	Re: 5.5
Deletion 09/05/18 by majority vote of board	Re: 5.5 (1.1.4- 24)
Number format 09/05/18 by majority vote of board	Re: 5.6 (5.6.1-2)
Policy Amended 09/05/18 by majority vote of board	Re: 5.6.3
Number format 09/05/18 by majority vote of board	Re: 5.6.4-5.6.7 (a-b)
Policy Amended 09/05/18 by majority vote of board	Re: 5.6.7 (c)
Number format 09/05/18 by majority vote of board	Re: 5.6.7 (d-e) (1-3)
Policy Amended 09/05/18 by majority vote of board	Re: 5.6.7 (4)
Number format 09/05/18 by majority vote of board	Re: 5.6.7 (5-6)
	Re: 5.6.8 (a-d)
	Re: 5.6.9
Policy Amended 09/05/18 by majority vote of board	Re: 5.6.9 (a)
Number format 09/05/18 by majority vote of board	Re: 5.6.9 (b)
Policy Amended 09/05/18 by majority vote of board	Re: 5.6.9 (c)
Number format 09/05/18 by majority vote of board	Re: 5.6.9 (d-f) (1-4)
	Re: 5.6.10
Number format 09/05/18 by majority vote of board	Re: 5.6.11(a) (1.5)
	Re: 5.6.11 (b) (1-5)
	Re: 5.6.12 (a-i)
	Re: 5.6.12 (j) (1-4)
Number format 09/05/18 by majority vote of board	Re: 5.6.12 (k-l)
	Re: 5.7 -5.7.1
	Re: 5.7.2 (a-e)
	Re: 5.8
	Re: 5.8.1 (a-b)
Policy Amended 09/05/18 by majority vote of board	Re: 5.8.2

Number format 09/05/18 by majority vote of board	Re: 5.8.3 (a-b)
Policy Amended 09/05/18 by majority vote of board	Re: 5.9
	Re: 5.9.1
Addition 09/05/18 by majority vote of board	Re: 5.9.2
Number format 09/05/18 by majority vote of board	Re: 5.9.2 (a-t)
Addition 09/05/18 by majority vote of board	Re: 5.9.2 (u-x)
Deletion 09/05/18 by majority vote of board	Re: 5.10.1
Deletion 09/05/18 by majority vote of board	Re: 5.10.1 (a) (1-2)
Addition 09/05/18 by majority vote of board	Re: 5.10.1 (b) (1-3)
Deletion 09/05/18 by majority vote of board	Re: 5.10.2- 5.10.14
Addition 09/05/18 by majority vote of board	Re: 5.10.1 (c-d)
Number format 09/05/18 by majority vote of board	Re: 5.10 (5.10.1-4)
	Re: 5.11 (5.11.17)
	Re: 5.12 (5.12.1-3)
	Re: 5.13 (5.13.1-5)
Number format 09/05/18 by majority vote of board	Re: 5.14 (5.14.1-2)
Number format 09/05/18 by majority vote of board	Re: 5.15 (5.15.1-7)
	Re: 5.16 (5.16.1-7)
	Re: 5.17 (5.17.1-11)
Addition 09/05/18 by majority vote of board	Re: 5.18 (5.18.1-4)
	Re: 5.19 (5.19.1) (a) (1-4)
	Re: 5.19 (5.19.1) (b)
	Re: 5.19.2 (a-c)
Deletion 09/05/18 by majority vote of board	Re: 5.19.2 (a-d)
Number format 09/05/18 by majority vote of board	Re: 5.19.3 (a-d)
	Re: 5.19.4 (a-b)
Number format 09/05/18 by majority vote of board	Re: 5.19.8 (a-f)
	Re: 5.19.9 (a)
Addition 09/05/18 by majority vote of board	Re: 5.19.9 (b) (1-7)
	Re: 5.19.10 (a-b)
	Re: 5.19.11
Number format 09/05/18 by majority vote of board	Re: 5.20 (5.20.1-5.20.2)
	Re: 5.20.2
	Re: 5.20.3 (a-d)
Addition 09/05/18 by majority vote of board	Re: 5.20.4
Number format 09/05/18 by majority vote of board	Re: 5.20.5-5.20.6
	Re: 5.21 (5.21.1) (a-c)
Number format 09/05/18 by majority vote of board	Re: 5.21.2 (a-d)
	Re: 5.21.3-5.21.4

Deletion 09/05/18 by majority vote of board (Notification)	Re: 5.21.4
Addition 09/05/18 by majority vote of board	Re: 5.22 (5.22.1-5.22.4)
Deletion 09/05/18 by majority vote of board	Re:5.22.4 (a-c)
Number format 09/05/18 by majority vote of board	Re: 5.23(5.23.1)
	Re: 5.23.2 (a-b)
	Re: 5.23.3 (a-f)
Policy Amended 12/05/18 by majority vote of board	Re: 8.0
Addition 07/01/20 by majority vote of board	Re:3.1.1
	Re: 3.1.2
	Re: 3.1.5 (a) 5
	Re: 3.1.5 (i)
	Re: 3.1.6 (b)
	Re: 3.1.7
	Re: 3.1.8
	Re: 3.3
	Re: 3.3.1
	Re: 3.3.2
	Re: 4.1
	Re: 4.3.2 (a)
	Re: 4.3.4 (h)
	Re: 4.5
	Re: 6.1.2
	Re: 6.2
	Re: 6.6
	Re: 6.9
	Re: 6.10
	Re: 6.13
	Re: 8.8 – 8.10
	Re: 9 – 9.5
Addition 02/07/24 by majority vote of board	Re: 2.4
Number format 02/07/24 by majority of board	Re: 2.4-2.25
Addition 02/07/24 by majority vote of board	Re: 2.8
Addition 02/07/24 by majority vote of board	Re: 2.26
Policy Amended 02/07/24 by majority board	Re: 3.1.1 (a-b)
Addition 02/07/24 by majority vote of board	Re: 3.1.1
	Re: 3.1.3
Policy Amended 02/07/24 by majority board	Re: 3.2.3 (k)
Addition 02/07/24 by majority vote of board	Re: 5.2.6

Addition 02/07/24 by majority vote of board	Re: 5.4
Addition 02/07/24 by majority vote of board	Re: 5.4.2
Number format 02/07/24 by majority of board	Re: 5.4.3 – 5.4.7
Addition 02/07/24 by majority vote of board	Re: 5.4.8
Number format 02/07/24 by majority of board	Re: 5.4.9 – 5.4.10
Addition 02/07/24 by majority vote of board	Re: 5.4.11
Number format 02/07/24 by majority of board	Re: 5.4.12 – 5.4.13
Addition 02/07/24 by majority vote of board	Re: 5.4.14
Number format 02/07/24 by majority of board	Re: 5.4.15 – 5.4.26 (a-c)
Addition 02/07/24 by majority vote of board	Re: 5.4.27
Number format 02/07/24 by majority of board	Re: 5.4.28 – 5.4.55
Addition 02/07/24 by majority vote of board	Re: 5.4.56
Number format 02/07/24 by majority of board	Re: 5.4.57 – 5.4.58
Addition 02/07/24 by majority vote of board	Re: 5.5
Addition 02/07/24 by majority vote of board	Re: 5.6.2
Addition 02/07/24 by majority vote of board	Re: 5.6.3
Addition 02/07/24 by majority vote of board	Re: 5.6.4
Deletion 02/07/24 by majority vote of board	Re: 5.6.5
Number format 02/07/24 by majority of board	Re: 5.6.5 – 5.6.6
Addition 02/07/24 by majority vote of board	Re: 5.6.7
Policy Amended 02/07/24 by majority board	Re: 5.6.9 (c)
Addition 02/07/24 by majority vote of board	Re: 5.6.9 (d-e)
Number format 02/07/24 by majority of board	Re: 5.6.9 (f-g)
Addition 02/07/24 by majority vote of board	Re: 5.6.9 (g4)
Number format 02/07/24 by majority of board	Re: 5.6.9 (g5)
Number format 02/07/24 by majority of board	Re: 5.6.11(5.6.12)
Addition 02/07/24 by majority vote of board	Re: 5.6.11(b5)
Number format 02/07/24 by majority of board	Re: 5.6.11(b6)
Number format 02/07/24 by majority of board	Re: 5.6.12
Policy Amended 02/07/24 by majority board	Re: 5.6.12(a-j)
Policy Amended 02/07/24 by majority board	Re: 5.9.2
Addition 02/07/24 by majority vote of board	Re: 5.9.2(a,i,x,y)
Addition 02/07/24 by majority vote of board	Re: 5.9.3(a3,d-f)
Policy Amended 02/07/24 by majority board	Re: 5.10.2
Policy Amended 02/07/24 by majority board	Re: 5.10.3
Addition 02/07/24 by majority vote of board	Re: 5.14.3
Addition 02/07/24 by majority vote of board	Re: 5.14.4
Addition 02/07/24 by majority vote of board	Re: 5.15.3
Addition 02/07/24 by majority vote of board	Re: 5.20.4

Number format 02/07/24 by majority of board
Addition 02/07/24 by majority vote of board
Number format 02/07/24 by majority of board
Policy Amended 02/07/24 by majority board
Policy Amended 02/07/24 by majority board
Addition 02/07/24 by majority vote of board
Policy Amended 02/07/24 by majority board
Policy Amended 02/07/24 by majority board

Re: 5.20.5-5.20.7
Re: 5.23.3(b)
Re: 5.23.3(c-g)
Re: 6.10
Re: 7.4
Re: 8.0
Re: 8.0
Re: 8.3.1