

**SOUTH FORT COLLINS SANITATION DISTRICT**

**RULES AND REGULATIONS**

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## **ARTICLE 1**

### **GENERAL**

**Section 1.1 Enactment.** These Rules and Regulations are adopted by the Board of Directors of South Fort Collins Sanitation District (“District”) in accordance with the authority contained in Title 32, Article I, Part 10, C.R.S.

**Section 1.2 Availability of Service.** Sanitary sewer service shall be available in accordance with these Rules and Regulations and on the basis of the charges established therefor and subject to all penalties and charges for violation thereof, or any applicable statutes and subject to the availability of facilities and capacity.

**Section 1.3 Amended Intergovernmental Agreement.** The District is the owner of a sewage treatment plant and related appurtenances located in Larimer County, Colorado. Sanitary sewer service provided by the District to its customers is subject to the terms and conditions of that certain Amended Intergovernmental Agreement entered into by and between the District and Spring Canyon Water and Sanitation District.

**Section 1.4 Amendment to Rules and Regulations.** These Rules and Regulations may be modified, amended, altered, revised and restated from time to time, except as otherwise provided in the Amended Intergovernmental Agreement described in Section 1.3 above. These Rules and Regulations shall at all times comply with the “Rules and Regulations” promulgated pursuant to said Amended Intergovernmental Agreement.

**Section 1.5 Compliance with Plumbing or Building Requirements.** Nothing herein provided shall be deemed to relieve any Person from compliance with the plumbing codes or building codes of the City of Loveland, City of Fort Collins, Town of Windsor, Town of Timnath and/or County of Larimer, Colorado, or any other state or local plumbing or building requirements.

**Section 1.6 Severability.** If any section, subsection, sentence, clause or phrase of these Rules and Regulations is held to be invalid or unconstitutional for any reason, such decision shall not affect the remaining portions of these Rules and Regulations.

**Section 1.7 Control and Operation of Facilities.** All sanitary sewer facilities shall be under the management of the General Manager and the control of the Board. No other Person shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the District’s Facilities.

**Section 1.8 Control of Works.** If, for any reason, the District deems it necessary to delay or stop work on any sanitary sewer facilities to be connected to the District’s Facilities, a stop order by the General Manager shall be issued and delivered to the Customer or Person doing the job. Work shall cease in an orderly manner with proper safety measures and adequate protection

for materials, equipment, property and other phases of the job. Work shall not be resumed until issuance of a proceed order. Such decision shall not be the basis of any claim by the Customer or Person or concern for direct, indirect, consequential or other damage by reason of such action, but may be appealed to the Board for review.

**Section 1.9 Other Charges.** Whenever any Person, Owner or Customer fails to perform any act required by these Rules and Regulations, performs any such act in a negligent manner or performs any act prohibited by these Rules and Regulations, the District may, at its discretion, correct any problem created thereby. In such event, all costs incurred by the District shall be charged to and paid pursuant to Article 7 thereof. Such charge shall be a lien against the property served until paid.

**Section 1.10 Special Conditions.** Any presently installed sanitary sewer collection facility which does not meet the requirements of this Article but which was in compliance with the Rules and Regulations at the time of installation and which has been properly maintained, except for the inspection and maintenance requirements, need not be upgraded, so long as the General Manager is assured that said facilities will satisfactorily protect the District's Facilities and the public. Whenever the existing facilities are moved from their present location or require replacement as determined by the General Manager or when the General Manager finds that the device constitutes a hazard to health, the facilities shall be replaced by meeting the current requirements of these Rules and Regulations.

## **ARTICLE 2**

### **DEFINITIONS**

Unless the context specifically indicates otherwise, the meanings of the terms used herein shall be as follows:

“Act” or “the Act”: The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

“Amended Intergovernmental Agreement”: The Amended Inter-governmental Agreement entered into between the District and Spring Canyon Water and Sanitation District.

“Approval Authority”: The Director in a National Pollution Discharge Elimination Systems Permit (“NPDES”) State with an approved State pretreatment program and the appropriate Regional Administrator in a non-NPDES State or NPDES State without an approved State pretreatment program.

“Biochemical Oxygen Demand” or “BOD”: The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure over a period of five (5) days at twenty (20) degrees Centigrade, expressed in terms of milligrams per liter (mg/l).

“Board”: The duly elected Board of Directors of the District.

“Categorical Standards”: National Categorical Pretreatment Standards or Pretreatment Standards as set forth in 40 CFR Sec. 403.6 and as established by separate regulations under the appropriate subpart of 40 CFR Chapter I, subchapter N.

“Colorado Discharge Permit System” or “CDPS”: The Permit issued by the State of Colorado pursuant to the Act and the Water Quality Control Act.

“Composite Sample”: A series of samples taken over a period of time, which are combined and treated as one and are obtained by the use of the composite method set forth in 40 CFR 403, App. E (I).

“Composite Sample for a Batch Discharge”: A composite sample for a batch discharge shall consist of four (4), time-based, separate grab samples. Each grab sample shall represent twenty-five percent (25%) of the volume of the batch discharge.

“Contractor”: Any person, firm, association, corporation or agency performing work or furnishing materials to or for the District, directly or indirectly.

“Control Authority”: The Publicly Owned Treatment Works (“POTW”) if the POTW’s Submission for its pretreatment program (40 CFR 403.3(v)(1)) has been approved in accordance with the requirements of section 403.11; or the Approval Authority if the Submission has not been approved.

“Customer”: Any person, firm, corporation, association or agency who is authorized, or who desires, to obtain services from the District.

“District”: South Fort Collins Sanitation District, a Quasi-Municipal Corporation and Political Subdivision of the State of Colorado organized and acting pursuant to the Colorado Special District Act (Article I, Title 32 of the Colorado Revised Statutes, as amended).

“Domestic Service”: Service to and for facilities for human comfort and convenience of normal household or residential varieties.

“Domestic Sewage”: Sewage which can be treated without Pretreatment and within normal operating procedures; which does not contain Pollutants that Pass Through or Interfere with the POTW; which, when analyzed, shows, by weight, a daily average of not more than three hundred (300) parts per one million (1,000,000) of Suspended Solids and not more than two hundred fifty (250) parts per one million (1,000,000) BOD; and which does not contain any other constituents above levels normally found in solely residential wastewater, as determined by the General Manager.

“Environmental Protection Agency” or “EPA”: The United States Environmental Protection Agency.

“Facility”: Any building, equipment, pipe, valve, manhole or other appurtenance owned, operated or maintained by the District to provide sewer service.

“General Manager”: The person designated as General Manager by the Board, who administers and supervises the affairs of and operations and maintenance of Facilities of the District or the person authorized by the Board or the General Manager to act on the General Manager’s behalf.

“Grab Sample”: An individual sample collected over a period of time not exceeding 15 minutes and is collected in accordance with the procedure set forth in 40 CFR 403, App. E (II).

“Indirect Discharge” or “Discharge”: The introduction of Pollutants into a POTW from any non-domestic source regulated under section 307(b), (c) or (d) of the Act.

“Industrial User”: A source of Indirect Discharge.

“Industrial Wastewater Discharge Permit” or “IWDP”: A permit issued by the District allowing the conditional discharge of industrial Wastewater into the POTW owned by the District, pursuant to 40 CFR 403.

“Interfere” or “Interference”: The inhibition or disruption of the POTW treatment processes or operations or its sludge processes, use or disposal which contributes to a violation of any requirement of the District’s CDPS and NPDES Permit (including an increase in the magnitude or duration of a violation). The term includes prevention of sewage sludge use or disposal by the POTW in accordance with the following statutory provisions and the criteria, guidelines, regulations or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Act (33 U.S.C. 1345); the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act [RCRA] and including state regulations contained in any sludge management plan prepared pursuant to Subtitle D of the SWDA); the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research and Sanctuaries Act (40 CFR 403.3).

“Local Limits”: Any regulations containing pollution discharge limits promulgated by the District as may be amended from time to time in accordance with 40 CFR 403.5(c) and (d), which are deemed to be enforceable as Pretreatment Standards in accordance with Section 307(d) of the Act.

“NPDES Permit”: The National Pollution Discharge Elimination Systems Permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

“New Source”:

- (1) Any building, structure, facility or installation from which there is or may be a Discharge of Pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that Section, provided that:
  - (i) The building, structure, facility or installation is constructed at a site at which no other source is located; or
  - (ii) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of Pollutants at an existing source; or
  - (iii) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site.

In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of paragraphs 40 CFR 403.3 (m)(1)(ii) or (m)(1)(iii) but otherwise alters, replaces or adds to existing process or production equipment.
- (3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
  - (i) Begun, or caused to begin as part of a continuous onsite construction program:
    - (A) any placement, assembly or installation of facilities or equipment; or
    - (B) significant site preparation work including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or

- (ii) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering and design studies do not constitute a contractual obligation under this paragraph.

“Nondomestic Service”: Service which is not Domestic Service.

“Nondomestic Sewage”: Sewage which is not Domestic Sewage.

“Nondomestic Source”: Any building, structure, facility or installation other than a residence from which there is or may be the discharge of Pollutants.

“Owner”: Any person, firm, corporation, association or agency who holds title to any real property or building served by the District.

“pH”: The logarithm (base ten [10]) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.

“Pass Through”: A discharge which exits the POTW into waters of the U.S. in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW’s NPDES Permit (including an increase in the magnitude or duration of a violation).

“Permit”: An Industrial Wastewater Discharge Permit.

“Person”: Any individual, firm, company, association, society, corporation, group, government, governmental agency or other legal entity.

“Pollutant”: Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.

“Pollution”: The man-made or man-induced alteration of the chemical, physical, biological or radiological integrity of water.

“Potable Water”: Water which is pure and wholesome and does not endanger the lives or health of human beings and which conforms to the requirements of the Safe Drinking Water Act or any other applicable standards.

“Pretreatment”: The reduction of the amount of Pollutants, the elimination of Pollutants or the alteration of the nature of pollutant properties in Wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing Pollutants into a POTW.

“Pretreatment Requirements”: Any substantive or procedural requirement (including such as may be adopted by the State of Colorado or the District) related to Pretreatment, other than a Pretreatment Standard.

“Pretreatment Standards”: Any regulation containing Pollutant discharge limits promulgated by the EPA in accordance with Section 307 (b) and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

“Prohibitive Discharge Standards”: The National Prohibitive Discharge Standard or regulations developed under the authority of Section 307(b) of the Act of 40 CFR, 403.5.

“Publicly Owned Treatment Works” or “POTW”: A treatment works as defined by Section 212 of the Act (33 U.S.C. 1292) which is owned by the District. This includes any sewers that convey Wastewater to the POTW Treatment Plant, but does not include pipes, sewers or other conveyances not connected to a Facility providing treatment. For purposes of these Rules and Regulations, “POTW” shall also include any sewers that convey Wastewater to the POTW from Persons outside the District who are, by contract or agreement with the District, Users of the POTW.

“Sanitary Sewage”: Any combination of liquid and water-carried wastes from residences or nondomestic sources.

“Sanitary Sewer”: A sewer which carries liquid and water-carried wastes from residences or Nondomestic Sources.

“Sanitary Sewer Standard Specifications”: The Sanitary Sewer Standard Specifications of the District as adopted and amended from time to time.

“Service Lateral”: The Sanitary Sewer line from the connection on the District main Sanitary Sewer to the improvements of the Customer.

“Sewer Main”: The principal sewer to which lateral sewers are tributary.

“Shall”: Mandatory; “May”: Permissive.

“Significant Industrial User” or “SIU”:

- (i) All industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N; and

- (ii) Any other industrial user that: discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the Control Authority as defined in 40 CFR 403.12(a) on the basis that the Industrial User has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement (in accordance with 40 CFR 403.8(f)(6)).

Upon a finding that an Industrial User meeting the criteria in paragraph (v)(1)(ii) of 40 CFR 403.3 has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement, the Control Authority may at any time, on its own initiative or in response to a petition received from an Industrial User or POTW, and in accordance with 40 CFR 403.8(f)(6), determine that such Industrial User is not a significant Industrial User.

“Significant Noncompliance”: The violation by an Industrial User of one (1) or more of the criteria set forth in Section 6.2(A)(1)(a)-(h).

“Spring Canyon”: Spring Canyon Water and Sanitation District, a Quasi-Municipal Corporation and Political Subdivision of the State of Colorado organized and acting pursuant to the Colorado Special District Act (Article I, Title 32 of the Colorado Revised Statutes, as amended).

“Surcharge”: Any charge imposed by the District for the provision of a special service not normally provided by the District.

“Suspended Solids”: The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.

“Tap Fee”: A charge imposed by the District for obtaining sanitary sewer service from the District.

“Toxic Pollutant”: Any Pollutant or combination of Pollutants listed as toxic in regulations promulgated by the Administrator of the EPA under Section 307(a) of the Clean Water Act or other acts.

“Treatment Plant”: That portion of the POTW or any portion thereof designed to provide treatment of Wastewater.

“User”: Any Person who contributes, causes or permits the contribution of Wastewater into the POTW or any portion thereof.

“Wastewater”: The liquid and water-carried domestic or nondomestic wastes, together with Pollutants which may be present, whether treated or untreated, which are contributed into or permitted to enter the POTW.

“Wastewater Facilities”: The structure, equipment and processes required to collect, carry away and treat domestic and industrial wastes and dispose of the effluent.

“Water Quality Control Act”: The Colorado Water Quality Control Act, C.R.S., 25-8-101, et seq.

### **ARTICLE 3**

#### **APPLICATION OF SERVICE OUTSIDE THE DISTRICT**

Sanitary Sewer service outside the District shall only be provided when such service is in the best interest of the District. Such service shall be provided pursuant to a contract approved by the Board only if the District has confirmed that it has the capability to provide such service.

### **ARTICLE 4**

#### **CONSTRUCTION OF SANITARY SEWER COLLECTION FACILITIES**

**Section 4.1 General.** All of the Sanitary Sewer collection Facilities shall be designed and installed so as to provide an acceptable level of service to the specific parcel, as well as to all Customers of the District.

All Sanitary Sewer collection Facilities shall conform with the Sanitary Sewer Standard Specifications as adopted and amended by the District from time to time. Prior to the construction of any Facility, the District shall review and approve the plans for the Facility. The plans shall include a description of all necessary sites and rights-of-way.

All sites and rights-of-way reasonably required by the District shall be conveyed free and clear of all liens to the District. Sites and rights-of-way shall include sufficient property to protect the District against the possibility of relocating or reconstructing such Facilities.

**Section 4.2 Extension and Sizing of Facilities.** Any connection to the District’s Facilities shall be approved by the District in writing. Any Sanitary Sewer collection Facilities, to the extent determined by the District, required to serve developments of the property within the District, shall be provided by the Customer at its expense. This shall include all sites, rights-of-way and easements.

Unless otherwise agreed to in writing by the District, the cost for the design and construction of Sanitary Sewer collection lines up to eight (8) inches in diameter shall be the sole

responsibility of the Customer. If, in the opinion of the District, an increase in line size is necessary within a proposed development in order to provide an acceptable level of service to other Customers within the District, the Customer may be required to provide oversized pipelines.

The cost of the “oversizing” of such pipelines shall be borne by the District. The basis for such costs shall be the difference in the unit prices between the maximum line size which is the Customer’s responsibility and the actual size to be constructed. The cost for the design and preparation of contract documents for these “oversized” pipelines shall be the sole responsibility of the Customer.

**Section 4.3 Acceptance of Facilities.** The District will assume responsibility for providing Sanitary Sewer service to individual lots within a development only upon transfer to the District of the ownership of all Facilities and any necessary easements. The transfer shall be by the Grant and Acceptance of Utilities Agreement, the form of which is included in the Sanitary Sewer Standard Specifications. All such Facilities shall be warranted for one (1) year after acceptance by the District unless otherwise provided in the Grant and Acceptance of Utilities Agreement.

**Section 4.4 Inspection.** The District shall have the right to inspect at all times all Facilities connected to, or to become connected to, the District’s Facilities. Authorized employees and representatives of the District shall be allowed free access at all reasonable hours to any building or premises receiving Sanitary Sewer service to ensure compliance with these Rules and Regulations.

## **ARTICLE 5**

### **SANITARY SEWER SERVICE**

**Section 5.1 General.** The right to use any of the District’s sewage system is only by permission granted by the District. The District reserves the full right to determine all matters related to the control and use of its Sanitary Sewer system and POTW. The right to use of the District’s Sanitary Sewer system and POTW shall be subject to suspension, disconnection or revocation as set forth in Article 6.

**Section 5.2 Service Lateral Size, Location and Installation.** The General Manager shall approve the size, location and manner of accomplishing the installation of a Service Lateral. If a Service Lateral is installed by the Customer, the Service Lateral joints shall remain exposed until they have been inspected and approved by an authorized representative of the District. The size, slope, alignment and materials of construction of the Customer’s Service Lateral and the method to be used in the excavating, placing of pipe, jointing, testing and backfilling of the trench shall conform to the criteria set forth in the most recent edition of the Sanitary Sewer Standard Specifications and the applicable plumbing codes enacted and enforced by the City of Loveland, City of Fort Collins, Town of Windsor, Town of Timnath and/or County of Larimer, Colorado, or their successors.

The Service Lateral shall be brought to the building at an elevation below the basement floor. In all buildings in which any drain is too low to permit gravity flow to the POTW, Sanitary Sewage carried by such building drain shall be lifted by an approved means and discharged into the Sewer Lateral.

No drains, roof downspouts, exterior foundation drains, sumps, area drains or other sources of surface runoff or groundwater shall be connected directly or indirectly to a Sanitary Sewer unless such connection is approved by the General Manager.

All costs and expenses incidental to the installation and connection of the Service Lateral shall be borne by the Customer. The Customer shall reimburse the District for any loss or damage which may directly or indirectly be occasioned by the installation of the Service Lateral.

**Section 5.3 Limitations on Service Connection.** A separate and independent Service Lateral shall be provided for every building or Customer; however, the District reserves the right to allow more than one (1) building or Customer to be connected to one (1) Service Lateral. Subject to the approval of the District, the Customer is responsible for determining the size and location of the Service Lateral.

When property provided with a Service Lateral is subdivided, a Service Lateral shall be provided for each building or Customer.

Should a Service Lateral be of the wrong size or at the wrong location and not in accordance with the approved plans or the Sanitary Sewer Standard Specifications, the cost of all changes required to correct the situation shall be paid by the Customer.

The Customer is responsible for maintenance of the Service Lateral from the building through the point of connection to the District's Sewer Main.

Any Sewer Main damaged as a result of abnormal use or damage to such Facilities shall be repaired or reconstructed at the expense of the Customer or Person responsible for such abnormal use or damage.

No unauthorized Person shall uncover, make any connection with or open into, use, alter or disturb any POTW or appurtenance thereof without first obtaining written permission from the General Manager.

**Section 5.4 General Prohibitions.** No Person shall discharge or cause to be discharged into a POTW or in any area served by or under the jurisdiction of the District any harmful waters or wastes, whether liquid, solid or gas, capable of causing Interference or obstruction to the flow in the sewer, damage or hazard to structures, equipment or treatment processes, hazard to personnel of the District or Interference with the District's sludge disposal operations or cause or result in a Pass Through.

Prohibited sewage shall include such quantity of clear water injected into a POTW which would interfere with the District's volume capacity or with the biological process necessary for proper treatment.

**Section 5.5 Dischargeable Sewage.** Wastes shall be classified into two (2) categories termed "Domestic Sewage" and "Nondomestic Sewage." The classification of dischargeable sewage shall be the responsibility of the General Manager and shall follow recommended procedures of the Colorado State Department of Health, if any, and, subject to approval of the Board, shall be final and binding.

Any Customer discharging Nondomestic Sewage into the POTW shall install, at the Customer's expense, suitable monitoring equipment which isolates appropriate wastewater discharges and facilitates accurate inspection, sampling and flow measurement of such discharges when required by the General Manager. Such equipment shall be maintained in proper working order and kept safe and accessible at all times.

**Section 5.6 Grease and Sand Interceptors.** Grease, oil and sand interceptors shall be provided by and at the expense of the Customer when, in the opinion of the General Manager, they are necessary for the proper handling of liquid wastes containing excessive grease, excessive sand or other harmful ingredients. All interceptors shall be of a type and capacity approved by the District and shall be located so as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the Customer shall be responsible for the proper removal and disposal by appropriate means of captive material and shall maintain records of the date and means of disposal. Such records shall be open to review by District personnel. All such interceptors shall be cleaned and the captive material removed every three months, unless otherwise requested by the District.

**Section 5.7 Industrial Pretreatment.** No Industrial User shall discharge or cause to be discharged or increase the discharge or change the nature of the discharge into the POTW in any area served by the District where such discharge does not meet all applicable Pretreatment Standards and Pretreatment Requirements or where such discharge would cause a violation of the CDPS or NPDES Permit issued to the District.

**Section 5.8 Compliance.** To assure compliance with Section 5.7, all Significant Industrial Users shall, prior to connecting into the Sanitary Sewer in any area served by the District, be issued an IWDP by the District. Any Industrial User who is not classified as a Significant Industrial User but who, in the opinion of the General Manager, has on its premises sufficient quantities or types of Pollutants which if discharged to the POTW would cause the User to be classified as an SIU, shall also be issued an IWDP.

**Section 5.9 Industrial Wastewater Discharge Permit (IWDP).** The IWDP shall provide:

- A. That the right of the Permittee to discharge into the POTW is conditioned upon such discharge and contribution meeting the applicable Pretreatment Standards and Pretreatment Requirements and that such discharge and contribution would not cause a violation of the CDPS or NPDES Permit issued to the District.
- B. That the Permittee shall comply with applicable Pretreatment Standards and Pretreatment Requirements. The Pretreatment Standards prohibit the discharge into the POTW of the following Pollutants:
  1. The Prohibitive Discharge Standards:
    - a. Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than sixty (60) degrees Centigrade (one hundred forty [140] degrees Fahrenheit) using the test methods specified in 40 CFR 261.21.
    - b. Pollutants which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than six and one-half (6.5) or greater than twelve (12), unless approved by the District.
    - c. Solid or viscous Pollutants in amounts which will cause obstruction to the flow in the POTW, or other Interference with the operation of the POTW.
    - d. Any Pollutant, including oxygen-demanding Pollutants (e.g., BOD), released in a discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW.
    - e. Heat in amounts which will inhibit biological activity in the POTW resulting in Interference but in no case heat in such quantities that the temperature at the POTW treatment plant exceeds forty (40) degrees Centigrade (one hundred four [104] degrees Fahrenheit).
    - f. Petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin in amounts that will cause Interference or Pass Through.
    - g. 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.

- h. Any trucked or hauled Pollutants, except at discharge points designated by the POTW.
- 2. The Local Limits adopted by the District, as they may be revised from time to time to protect the POTW and any portion thereof from Pass Through, Interference and sludge contamination.
- 3. The Categorical Standards (40 CFR Chapter I, subchapter N and Section 307 (b) and (c) of the Act) are fully applicable and enforceable by these Rules and Regulations to all Industrial Users.
- 4. In addition, all federally-promulgated listings of Toxic Pollutants and any other discharge standards which the District deems appropriate to protect its Wastewater Facilities shall be deemed included in the Pretreatment Standards.
- C. If required by the District, that the Permittee install, at its expense, monitoring devices to allow sampling of the Permittee's Wastewater and submit all notices and self-monitoring reports to the District as are required and necessary to assess and assure compliance.
- D. That the Permittee shall pay a fee sufficient to enable the District to carry out all necessary inspection, surveillance and monitoring procedures to independently determine the Permittee's compliance or noncompliance with applicable Pretreatment Standards and Pretreatment Requirements.
- E. That in the event the Permittee is not subject to Categorical Standards (i.e., a Significant Noncategorical Industrial User) such Permittee shall monitor and report in accordance with the requirements stated in the IWDP and shall submit a completed Discharge Report to the District at least once every six (6) months on such dates as shall be specified by the District, which reports shall contain a description of the nature, concentration and flow of the Pollutants required to be reported by the District. In cases where a local limit requires compliance with a Best Management Practice or pollution prevention alternative, the User must submit documentation required by the District to determine the compliance status of the User. Such reports shall be based on sampling and analysis performed in the period covered by the report and in accordance with the techniques described in 40 CFR 136 and amendments thereto.
- F. That the District shall evaluate whether each such Permittee needs a plan to control slug discharges. The evaluation will take place within one year of an Industrial User being designated a Significant Industrial User. For purposes of this Subsection (F), a

slug discharge is any non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge. The results of such activities shall be available to the EPA and Colorado Department of Health upon request. If the District decides that a slug control plan is needed, the plan shall contain, at a minimum, the following elements:

1. Description of discharge practices, including non-routine batch discharges.
  2. Description of stored chemicals.
  3. Procedures for immediately notifying the District of slug discharges, including any discharge that would violate a prohibition under 40 CFR 403.5(b), with procedures for follow-up written notification within five (5) days.
  4. If determined necessary by the District, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structure or equipment, measures for containing toxic organic Pollutants (including solvents), and/or measures and equipment for emergency response.
- G. That a representative of the District shall be authorized to enter the premises of the Permittee in which a discharge source or treatment system is located or in which records are kept under 40 CFR 403.12(n), for the purposes of inspection or monitoring activities.
- H. That the District shall have the authority to disconnect the Permittee's system from the District's system, or to require the Permittee to immediately and effectively halt any discharge of Pollutants into the POTW or any portion thereof, if such discharge reasonably appears to present an imminent endangerment to the health and welfare of Persons or to the environment or Interferes with the operation of the POTW or any portion thereof.
- I. That if the Permittee wishes to continue to discharge after the expiration date of the IWDP, a written request must be submitted to the District for a renewal permit a minimum of ninety (90) days prior to the expiration date.
- J. That the Permittee comply with such other provisions as may be required by the District, by the Act or by EPA regulations, including a procedure to protect the

confidentiality of reports and information furnished by the Permittee in accordance with 40 CFR 403.14. Effluent data shall be considered nonconfidential.

- K. That the District shall annually publish in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of Industrial Users which, at any time, during the previous 12 months were in significant noncompliance with applicable Pretreatment Standards or requirements. The notification, if any, shall also summarize any enforcement actions taken against such Industrial Users which were in Significant Noncompliance during the same 12 month period.

## **ARTICLE 6**

### **VIOLATIONS, PENALTIES AND COMPLAINTS**

**Section 6.1 Notice of Violations.** When the District has reason to believe that any Person or Customer is not in compliance with any provision of these Rules and Regulations, such Person or Customer shall be served a written notice stating the nature of the violation, the amount of any penalty assessed, a reasonable time limit to correct the violation, that service may be suspended, and the right to appeal as provided in these Rules and Regulations. Written notice shall be served by any method set forth in the Colorado Rules of Civil Procedure, Section 4(e), or by mailing to the service address by first-class mail. Mail shall be deemed to be received within three (3) business days of mailing. The violator shall, within the period of time stated in such notice, permanently cease all violations and pay all penalties assessed.

**Section 6.2 Violations and Penalties of Article 5.**

A. Determination of Significant Noncompliance.

1. The District shall determine whether a violation constitutes Significant Noncompliance with the Pretreatment Standards and/or the Pretreatment Requirements. An Industrial User shall be deemed to be in “Significant Noncompliance” if its violation meets one (1) or more of the following criteria:
  - a. Chronic violations of Wastewater discharge limits, defined here as those in which 66 percent or more of all the measurements taken for the same pollutant parameter during a 6 month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(l).

- b. Technical Review Criteria (TRC) violations, defined here as those in which 33 percent or more of all measurements taken for the same pollutant parameter taken during a 6 month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits as defined by 40 CFR 403.3(l)

multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other Pollutants except pH).

- c. Any other violation of a pretreatment Standard or Requirement as defined by 40 CFR 403.3(l) (daily maximum, long term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, Interference or Pass Through (including endangering the health of District personnel or the general public).
- d. Any discharge of a Pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the District's exercise of its emergency authority pursuant to 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge.
- e. Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction or attaining final compliance.
- f. Failure to provide, within thirty (30) days after the due date, required reports such as baseline monitoring reports, ninety (90) day compliance reports, periodic self-monitoring reports and reports on compliance with compliance schedules.
- g. Failure to accurately report noncompliance.
- h. Any other violation or group of violations which the District determines will adversely affect the operation or implementation of the local pretreatment program.

- 2. Violations other than those set forth in Section 6.2(A)(1) above shall not be deemed Significant Noncompliance.

**B. Penalties.**

Any Person, Customer or Industrial User who violates any provision of Article 5, Sections 5.4 through 5.9 inclusive, or of an IWDP (collectively "Article 5

Violation”), shall be notified and assessed a penalty. The amount of the penalty shall be determined by the District as follows:

1. In the event of a first violation, the penalty shall be an amount not less than one (1) and not greater than three (3) times the actual expenses incurred by the District, directly or indirectly, as a result of the violation plus an administrative fine or penalty of not greater than One Thousand Dollars (\$1,000.00) for each violation. The amount of the expenses shall include, but not be limited to, the following:
  - a. The cost of repair or replacement, or both, of the Facilities of the District; and
  - b. The amount of any penalty imposed on the District by any other governmental entity; and
  - c. The amount expended by the District for equipment, employee compensation and payments to independent Contractors (including attorneys’ fees, laboratory expenses and expenses of independent chemists and engineers) to determine the existence and locate the source of or to correct or terminate the violation; and
  - d. Any other incidental expenses related to the violation, including a Surcharge to reimburse the District any cost incurred in reconnecting service.
  
2. In the event of a continuing violation or a second violation within six (6) months of the first, the District shall assess the penalty set forth in Subsection (B)(1) of this Article 6 and in addition thereto may assess an additional penalty, the purpose of which is to deprive the violator of any economic benefit realized by the failure, refusal or delay in complying with the requirements set forth in Article 5 or in the violator’s Permit, where applicable. Said additional penalty shall include, but not be limited to, the following:
  - a. The capital costs the violator would have had to incur for compliance and debt service thereof over a normal amortization period of not longer than ten (10) years; plus
  - b. Any operation or maintenance costs foregone as a result of noncompliance; plus
  - c. The amount of any additional financial benefit accruing to the violator due to the lack of or delay in compliance.

- d. The amount of any expenditure made by the violator subsequent to the first notice for the purpose of bringing the source into, and maintaining compliance with, the Permit, where applicable, or Article 5 of these Rules and Regulations, may be deducted from the additional penalty.
  - e. In determining the amount of the penalty provided for in this Subsection (B)(2) of this Article 6, the District may inquire of the District's employees and consultants, the violator, suppliers of sewage treatment equipment, Industrial Users and any other person(s) whose estimates or opinions as to the amounts specified in Sub-sections (B)(2)(a) through (d) may be deemed credible.
- 3. A continuing violation shall be treated as a separate violation for each day during which it continues, and penalties therefor may be assessed in accordance with Subsections (B)(1) and (2) of this Article 6 for each such violation.
  - 4. The penalties provided for in this Subsection (B) shall be cumulative and in addition to any other remedies the District may have, including termination of service, injunctive relief or any other legal or equitable remedy available.

C. Enforcement Procedure.

1. Informal enforcement action.

- a. The violator will be contacted and made aware of the violation. At the time of contact, an informational meeting will be scheduled to discuss the violation and necessary remedial action.
- b. At the informational meeting, the violator will be advised of the nature of the violation and the necessary remedial action required to bring the violator into compliance.
- c. After the informational meeting, the District will issue a Notice of Noncompliance stating necessary remedial action.

2. Formal enforcement action.

- a. The District shall establish the amount of the fine, determine the necessary corrective action and issue a Notice of Violation.
- b. In the event the violator decides to appeal the fine or corrective

action required, the violator shall deliver a written Notice of Appeal, together with the cost bond required by Subsection (e) of this Subsection C(2), within five (5) days of the date of delivery of the Notice of Violation.

- c. Within fifteen (15) days of receipt by the District of the Notice of Appeal, the District shall deliver to the violator a list of five (5) acceptable Arbitrators (List). Within ten (10) days of the delivery of the List, the violator shall notify the District of the name of one (1) Arbitrator from the List who is acceptable to the violator. In the event the violator fails to select an Arbitrator from the List and notify the District of the selection within ten (10) days of the delivery of the List, the District shall select one Arbitrator from the List, and the violator will be deemed to have consented to the selection.
- d. Arbitration hearing.
  - (1) A hearing shall be conducted according to the Uniform Arbitration Act.
  - (2) The Arbitrator shall apply as appropriate the provisions of the Act, the Water Quality Control Act, the Code of Federal Regulations and the rules and regulations of the EPA, Colorado Department of Health and the District, as they are amended from time to time.
  - (3) Except for good cause shown, the hearing shall be held no sooner than forty-five (45) days nor more than sixty (60) days following the selection of the Arbitrator. Failure to hold the hearing within these time limits shall not be jurisdictional.
  - (4) The Arbitrator shall be requested to issue his/her decision in writing within forty-five (45) days of the conclusion of the hearing. No delay in the issuance of the written decision shall constitute grounds to set aside or stay any enforcement action.
- e. The fees of the Arbitrator and the costs of the arbitration shall be shared equally by the parties, and the violator shall deposit a cost bond with the Notice of Appeal in the amount of TWO THOUSAND DOLLARS (\$2,000.00) to assure payment of the Arbitrator and the cost of the arbitration hearing. Failure to post the

cost bond with the Notice of Appeal shall be deemed a waiver of the right to appeal.

- f. The failure of any violator to comply with the decision of the Arbitrator shall result in termination of service or the filing of an action for injunctive relief, or both, at the discretion of the District.

**Section 6.3 Suspension of Service for Nonpayment.** When payments for service are not received by the due date indicated on the billing (thirty [30] days), a penalty of ten (10) percent of the balance due, with a minimum of Ten Dollars (\$10.00), will be imposed, and such account will be considered an overdue account. Owners or Customers who receive notice of an overdue account may appeal as set forth in Section 6.7.

Upon receipt of an overdue account notice, payment for services, penalties, charges, rates, fees and tolls must be paid within thirty (30) days after an overdue account notice date or service will be suspended. A suspension of service notice shall be mailed by first-class mail advising that payment must be made within ten (10) days after receipt of a suspension notice or service will be disconnected. Except as otherwise provided in Section 6.2 or for an Article 5 Violation, all Owners or Customers who receive a notice of suspension may appeal as set forth in Section 6.6.

Prior to reinstatement of service, all charges due, including the most current bill and a graduated disconnection and reinstatement charge, shall be paid in full.

**Section 6.4 Suspension and Disconnection of Service.** For violation of any applicable portion of the District's Rules and Regulations or the terms and conditions of an IWDP, the District may suspend or disconnect service upon proper notice.

**Section 6.5 Informal Resolution.** Upon receipt of a notice of violation or penalty other than an Article 5 Violation, any Customer may, within five (5) days from receipt, request in writing a conference with the General Manager to discuss the violation or penalty. Said conference shall be held within ten (10) days of receipt of such request. After such a conference, the General Manager shall render an opinion in writing and notify the Customer by first-class mail within five (5) days.

Any Customer may, within five (5) days from receipt of the General Manager's opinion, request in writing reconsideration of said opinion. Within five (5) days of receipt of the Customer's request for reconsideration, the General Manager shall hold a conference with the Customer and the District staff. The General Manager shall accept and consider any relevant evidence. Within ten (10) days from the conference, the General Manager shall make written findings and an order disposing of the matter and shall provide the Customer with a copy of such decision. Said decision may be appealed to the Board.

During the informal resolution procedure, as set forth in this Section 6.5, service will be discontinued unless the General Manager determines that there is no danger to the environment, the POTW, or to any Person or property.

**Section 6.6 Suspension Hearing.** Except for Article 5 Violations or in an emergency situation, any Customer who has received notice of suspension of service may request a formal hearing prior to suspension of service by submitting a written request therefor. Such written request by the Customer shall be submitted within five (5) business days after receipt by the Customer of notice of suspension. The hearing shall be held within five (5) business days after receipt of written request for a formal hearing by the District.

The General Manager shall designate a hearing officer who may be an officer, agent, independent Contractor or employee of the District, provided that said hearing officer shall not have participated in any manner in the decision to suspend such service.

At the hearing, the Customer and any representative of the District shall be permitted to appear in person and shall have the right to present evidence and argument and the right to confront and cross-examine any witness. The Customer may be represented by any Person of his or her choice or by legal counsel. The hearing officer may receive and consider any evidence which has probative value and is commonly accepted by reasonable and prudent persons in the conduct of their affairs.

The hearing officer shall determine whether reasonable grounds exist to support the suspension of service. The hearing officer's decision shall be based upon evidence adduced at the hearing. The burden of showing that reasonable grounds exist to support the suspension shall be upon the District. The burden of showing mitigating circumstances shall be upon the Customer.

Subsequent to the hearing, the hearing officer shall make written findings and an order disposing of the matter and shall provide the Customer with a copy of such decision within ten (10) days after the hearing. Said decision may be appealed to the Board.

**Section 6.7 Appeals to the Board.** Except for Article 5 Violations, a Customer may appeal the decision of the hearing officer or the General Manager by filing with the General Manager a written Notice of Appeal within ten (10) days after the decision has been received. Such Notice of Appeal shall set forth in detail the grounds therefor. In the event of failure to file such written Notice of Appeal within said ten (10) day period, the decision of the hearing officer or General Manager shall become final. Service shall be suspended unless the Notice of Appeal is accompanied by payment of all charges, including arrearages, disputed amounts, and any penalties, charges, rates, fees and tolls. In the event the decision is reversed, appropriate refunds will be made. The Board shall consider such appeal at the regularly scheduled or special Board meeting to be held within thirty (30) days of the filing of the Notice of Appeal.

The General Manager shall submit to the Board a summary of the proceedings. The Customer may present evidence to the Board at the meeting where the appeal is being considered. The Board shall then consider all evidence submitted to it by the General Manager, the Customer and any other witnesses who may be called. The Board shall have the right to reasonably limit the time and manner of any presentation hereunder. Within fifteen (15) days after the Board hears and

considers the appeal, the Board shall enter a written ruling based thereon, a copy of which ruling shall be delivered to the Customer. In the event the decision is adverse to the Customer, all administrative remedies shall be deemed to have been exhausted.

**Section 6.8 Emergency Situations.** If an emergency situation exists which constitutes an imminent threat to the health or safety of Persons or potentially dangerous to the environment or to the POTW as determined at the sole discretion of the District, the Customer's service may be terminated immediately without notice and such termination of service shall continue for as long as the emergency situation continues to exist.

**Section 6.9 Penalties Not Exclusive.** The penalties set forth in this Article are not exclusive and the District may prosecute to the fullest extent of the law any Person engaged in any illegal activities and may institute whatever civil actions it deems necessary to ensure compliance with these Rules and Regulations and to recover any damages, including attorneys' fees, caused by any violations of these Rules and Regulations.

**Section 6.10 Customer Complaints.** Any Customer having any complaint with respect to the conduct or action of any agent of the District in connection with the operation of the Sanitary Sewer system or in connection with the administration or implementation of any rules, regulations or policies related to the operation of said system, except for Article 5 Violations or unless specifically provided for elsewhere in this Article, shall follow the complaint process described hereinafter:

- A. The Customer shall contact the General Manager in writing to register any complaint. The General Manager will investigate the Customer's complaint and, upon completion of said investigation, shall contact the Customer and relate all information associated with said complaint within fifteen (15) days. If the investigation yields evidence of actions or conduct contrary to the operations, policies, rules, regulations or other procedures of the District, the General Manager shall initiate appropriate corrective action and shall promptly report such action to the complainant.
- B. The complainant can appeal the General Manager's decision to the Board. The decision of the Board or its representative will be given in writing to the Customer within thirty (30) days after receipt of the appeal by the Board. In the event the decision is adverse to the Customer, all administrative remedies in connection with the appeal shall be deemed to have been exhausted.

**Section 6.11 Billing-Related Complaints.** Any Customer having a billing complaint shall contact the accounting department in person, by phone or by letter. The accounting department will investigate the Customer's concerns and, upon completion of such investigation, shall contact the Customer relating all information associated with said complaint. If an error is discovered during the investigation, the succeeding bill shall reflect all adjustments. The Customer may appeal any decision of the District in the manner set forth in this Article 6.

## **ARTICLE 7**

### **FEES AND CHARGES**

**Section 7.1 Establishment of Rates and Charges.** Rates and charges to be collected and the terms, provisions and conditions to be effective, with respect to rates and charges for Sanitary Sewer service provided by the District to Customers of the District, shall be as fixed and established by the Board from time to time. The remedies provided in these Rules and Regulations are in addition to and not by way of derogation of any other remedies available to the District pursuant to any law or regulations.

**Section 7.2 Perpetual Lien.** Until paid, all fees, rates, tolls, penalties or charges due in accordance with these Rules and Regulations, any IWDP shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens.

**Section 7.3 Joint Liability.** The District shall have the right to assess to any Customer or Owner who is delinquent in the payment of any rate, toll, fee, charge or penalty, all legal, court and other costs necessary to or incidental to the collection of said account, including attorneys' fees, and said costs of collection shall be secured by the perpetual lien referred to in Section 7.2 above. The Customer and Owner are equally liable for any rate, toll, fee, charge or penalty of the District. Any agreements entered into between Customers, Owners or any other parties with regard to responsibility for payment of rates, tolls, fees, charges and penalties of the District shall be of no force and effect upon the District and the District may collect its rates, tolls, fees, charges and penalties from any party responsible for their payment.

**Section 7.4 Change of Rates and Charges.** The Board reserves the right to change the schedule of Sanitary Sewer service rates and charges and other fees at any time.

**Section 7.5 Tap Fees.** Tap Fees shall be collected with respect to property requiring service pursuant to these Rules and Regulations. The amount of such fees and the time of the collection thereof shall be established from time to time by resolution of the Board.

**Section 7.6 Inspection Fees.** Inspection of facilities for Sanitary Sewer service are performed by the District. The Customer shall be required to pay an inspection fee. There will be a supplemental fee for each additional inspection required due to failure of the Customer to have the facilities ready for the required inspection.

**Section 7.7 Temporary Service Connections.** A temporary service connection for Domestic Sewage only may be installed for use over a period of time not exceeding twelve (12) months. For each such connection, a written request therefor must be submitted and approved by the General Manager and a temporary service connection permit charge shall be paid. Renewal of the annual permit may be granted by the General Manager upon showing of good cause.

**Section 7.8 Special Situations.** Whenever any service is required which is not covered by the schedule of charges established from time to time by the Board, the General Manager shall estimate the actual cost to the District (including reasonable administration costs) of the required service. The service shall be provided only after the District has received a deposit of one hundred (100) percent of the estimate of the actual cost. In the event the actual cost is less than the deposit, the balance shall be refunded to the person paying the deposit upon completion of the service.

**Section 7.9 Billing.** Bills for Sanitary Sewer service charges will be rendered at intervals of once per month or multiples thereof.

**Section 7.10 Payment of Service.** Bills for Sanitary Sewer service shall be payable upon receipt of the statement and shall be deemed delinquent upon the delinquent date as described in Section 6.3.

**Section 7.11 Returned Check Fee.** Any check or other negotiable instrument tendered to the District for payment of rates, tolls, fees, charges or penalties which is returned to the District and dishonored for any reason whatsoever shall be subject to a returned check fee as established by the Board from time to time.

**END OF SOUTH FORT COLLINS SANITATION DISTRICT  
RULES AND REGULATIONS**