

ANNUAL INFORMATION REPORT

FOR THE YEAR 2021

RESOURCE COLORADO WATER AND SANITATION METROPOLITAN DISTRICT

Pursuant to Section VIII of the Service Plan approved by Weld County, Colorado on August 25, 2004, the District hereby submits the following information:

- A. **Changes in the District's taxing boundary or Service Area boundary:** No boundary changes were made or proposed during 2021.
- B. **Intergovernmental Agreements:**
- Memorandum of Understanding dated September 21, 2020 between the District and Pioneer Community Authority Board.
 - Water and Wastewater Service Agreement dated October 23, 2020 by and between the District, Pioneer Community Authority Board and Pioneer Metropolitan District No. 3.
- C. **Changes in the District's Rules and Regulations:**
- On October 23, 2020, the District adopted Resolution No. 2020-10-03, Adopting Certain Fees, Rates and Charges (the "Fee Resolution"); setting forth the imposition of the Resource Fees and Charges, a copy of which is attached hereto.
 - The District previously adopted Rules and Regulations concerning the construction, administration, and operation of the District's public Water and Wastewater Systems effective as of July 18, 2005, as amended effective April 11, 2007 (the "Initial Rules and Regulations"). On February 15, 2021, the District adopted Resolution No. 2021-02-01; Adopting Amended and Restated Rules and Regulations which replace and supersede in their entirety the Initial Rules and Regulations, a copy of which is attached hereto.
- D. **Summary of any litigation which involves the District:** The District was not involved in any litigation in 2021.
- E. **Status of construction of improvements:** The District did not construct any improvements in 2021.
- F. **Annual audited financial statements of the District or appropriate exemptions from Audit:** Attached is a copy of the 2021 Audit Exemption Application.
- G. **Summary of total debt authorized, issued and outstanding:** See attached summary.

To: Weld County, CO
 From: McGeady Becher P.C.
 Date: July 11, 2022
 Re: Resource Colorado Water and Sanitation Metropolitan District
 Election Authorization as of 12/31/21

		Principal Amount of Authorized Debt	Principal Amount of Authorization Used	Principal Amount of Authorization Remaining
	Purpose - Improvements			
5A	Streets	\$324,000,000.00	\$0.00	\$324,000,000.00
5B	Water Supply System	\$324,000,000.00	\$0.00	\$324,000,000.00
5C	Sanitary Sewer System	\$324,000,000.00	\$0.00	\$324,000,000.00
5D	Mosquito Control	\$324,000,000.00	\$0.00	\$324,000,000.00
	Purpose - Other Authorizations			
5E	Refunding of District debt or other obligations	\$324,000,000.00	\$0.00	\$324,000,000.00
5F	IGAs that are MFY obligations; payable from unlimited ad valorem property tax levy	\$324,000,000.00	\$0.00	\$324,000,000.00
5G	Operating Expenses and Reimbursement of Operating Advances to the District	\$50,000,000.00	\$0.00	\$50,000,000.00
5H	IGAs that are MFY obligations; payable from unlimited ad valorem property tax levy	\$324,000,000.00	\$0.00	\$324,000,000.00
5I	IGAs for Regional Improvements that are MFY obligations	Allowed		
5J	Authority to Collect/Spend Facilities Fees, charges, tap fees	Allowed		

Note: IGA = Intergovernmental Agreement; MFY = Multiple Fiscal Year

Debt: All authorized debt is in the form of revenue bonds or other obligations of the District including but not limited to contracts, leases and other agreements, except as otherwise noted.

RESOLUTION NO. 2020-10 - 03

**RESOLUTION OF THE BOARD OF DIRECTORS OF RESOURCE COLORADO
WATER & SANITATION METROPOLITAN DISTRICT ADOPTING FEES**

A. Resource Colorado Water & Sanitation Metropolitan District (“**Resource**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to its Service Plan approved by the Board of County Commissioners of Weld County, Colorado, on August 25, 2004.

B. Per its Service Plan, Resource is authorized to provide water and wastewater services to municipalities, counties, special districts, water companies, ditch companies, and state, local, and private entities (“**Service Providers**”), such as the Pioneer Community Authority Board (the “**CAB**”), who will then distribute the water, collect sewage, and otherwise service and bill the individual residential or commercial users or customers (“**Customers**”).

C. Resource’s service area and/or boundaries include property currently within the boundaries of the Pioneer Districts (defined below) that is coextensive with the CAB’s service area.

D. The CAB is an authority and separate legal entity created pursuant to Section 29-1-203, C.R.S., and in conformity with Section 29-1-203.5, C.R.S., and that certain Pioneer Community Authority Board Establishment Agreement, made and entered into effective August 26, 2020, as amended and restated effective September 30, 2020, and as the same may be amended or modified from time to time (the “**CABEA**”), by and between the Pioneer Metropolitan District Nos. 1-6 and Pioneer Regional Metropolitan District (collectively, the “**Pioneer Districts**”).

E. The Pioneer Districts operate pursuant to the authority granted by each Pioneer District’s respective Service Plan, approved by the Board of County Commissioners of Weld County, Colorado, on February 6, 2006, and as amended from time to time (collectively, the “**Service Plans**”).

F. Under the CABEA and subject to the provisions therein, the CAB is authorized to finance, plan for, design, construct, furnish, own, operate, and maintain certain public improvements and to provide certain services authorized by the Service Plans (the “**Pioneer Improvements**”), and the Pioneer Districts will contribute to the costs of constructing, operating, and maintaining the Pioneer Improvements from their taxes and fees.

G. Resource, the CAB, and Pioneer Metropolitan District No. 3 anticipate entering into a separate intergovernmental agreement (the “**Water and Wastewater Service IGA**”) setting forth each entity’s rights and obligations concerning Resource’s provision of wholesale water and sanitation services to the CAB as a Service Provider and the CAB’s financing, construction, operation, and maintenance of the Pioneer Improvements, including those to be conveyed to Resource when complete (the “**Resource Improvements**”).

H. Per the CABEA and the anticipated terms of the proposed Water and Wastewater Service IGA, it is expected that (1) the Resource Fees and Charges (defined below) will be

limited to service fees charged to the CAB relating to administration and compliance with Resource's Service Plan, applicable law, and agreements, and the CAB will collect and remit the Resource Fees and Charges to Resource; and (2) the CAB will impose and collect the remainder of fees and charges relating to the financing, construction, operation, and maintenance of the Pioneer Improvements (the "**CAB Fees and Charges**").

I. Resource may impose the Resource Fees and Charges to pay for the administrative and operational costs arising from providing, operating, and maintaining the Pioneer Improvements, including the Resource Improvements, pursuant to the authority granted under Resource's Service Plan, Title 32, Article I, Part 10, C.R.S., and Section 29-1-203, C.R.S.

J. Resource has determined that it is necessary and in the best interest of itself, the CAB, and the owners and users of property within the boundaries of Resource and the CAB to impose the Resource Fees and Charges as set forth below in order to provide funding for the installation, administration, operation, and maintenance of the Pioneer Improvements.

K. Per the anticipated Water and Wastewater IGA, the CAB shall cause a rate study to be prepared from time to time in order to determine the appropriate rates, fees, and charges relating to providing water and wastewater service to the Property. Resource and the CAB expect to periodically assess whether adjustments are needed concerning the Resource Fees and Charges (defined below) and the CAB Fees and Charges in connection with the rate studies.

L. Resource intends to incorporate, by a separate, subsequent resolution, this Resolution into the Rules and Regulations adopted by Resource most recently on April 11, 2007, as they may be amended or modified from time to time (the "**Resource Rules and Regulations**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF RESOURCE COLORADO WATER & SANITATION METROPOLITAN DISTRICT, COUNTY OF WELD, COLORADO:

1. The Board of Directors of Resource hereby determines that it is in the best interests of Resource, the CAB, and the taxpayers and inhabitants of the Pioneer Districts to impose the following service fee onto the CAB relating to the administration and provision of the Pioneer Improvements, including compliance with Resource's Service Plan, applicable law, and agreements (the "**Resource Fees and Charges**").

2. The Board hereby imposes the Resource Fees and Charges in the amount of Fifty Thousand Dollars (\$50,000.00) to be paid by the CAB to Resource beginning on December 1, 2020, on a prorated basis for the period beginning on the effective date of this resolution set forth below through December 31, 2020, and each year thereafter on each June 1 in the full amount of Fifty Thousand Dollars (\$50,000.00).

3. The Board may, in its sole discretion, increase the amounts and rates of the Resource Fees and Charges by amendment(s) to this Resolution from time to time, which Resolution shall be effective as set forth in such subsequent Resolution and may or may not be recorded. For current information regarding the amounts and rates of the Resource Fees and

Charges and to request a copy of the most recent CAB rate study contact the CAB's General Counsel, McGeady Becher, P.C. 450 East 17th Ave, Suite 400, Denver, Colorado 80203.

4. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

5. All provisions of the Resource Rules and Regulations not expressly modified by this Resolution shall remain unchanged and in full force and effect. In the event of any express conflict or inconsistency between the terms of the Resource Rules and Regulations and this Resolution, this Resolution shall control and govern.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO RESOLUTION OF THE
BOARD OF DIRECTORS OF RESOURCE COLORADO WATER & SANITATION
METROPOLITAN DISTRICT ADOPTING CERTAIN FEES AND SERVICE CHARGES**

ADOPTED AND APPROVED this 23rd day of October, 2020.

**RESOURCE COLORADO WATER &
SANITATION METROPOLITAN
DISTRICT**

By: *Jon Deane*

President

Attest:

John M. Todd

Secretary

TITLE	Resource - Resolution Adopting Fees
FILE NAME	00830574.PDF
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SENT

02 / 02 / 2021
19:36:38 UTC

Sent for signature to Toni Serra (toni@garnow.com) and Mick Todd (mickt752@yahoo.com) from tcaraballo@specialdistrictlaw.com
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VIEWED

02 / 02 / 2021
19:43:31 UTC

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SIGNED

02 / 02 / 2021
19:45:50 UTC

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RESOLUTION NO. 2021-02-01

**RESOURCE COLORADO WATER & SANITATION METROPOLITAN DISTRICT
RESOLUTION ADOPTING AMENDED AND RESTATED
RULES AND REGULATIONS**

A. Resource Colorado Water & Sanitation Metropolitan District (the “**District**”), is a quasi-municipal corporation and political subdivision of the State of Colorado.

B. Pursuant to Section 32-1-1001(1)(m), C.R.S., Resource Colorado Water and Sanitation Metropolitan District (the “**District**”) has adopted rules and regulations (the “**Rules and Regulations**”).

C. The District expressly reserved the right to make any lawful addition and/or revisions in the Rules and Regulations.

D. The District has determined that it is necessary to amend and restate the Rules and Regulations to address the current service needs within the District, to set fees and service charges for the provision of water and sanitary sewer service, and to make other necessary revisions related thereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Resource Colorado Water & Sanitation Metropolitan District, County of Weld, Colorado as follows:

1. Effective February 15, 2021, the Rules and Regulations shall be amended and restated in their entirety as set forth on **Exhibit A** attached hereto and incorporated herein by this reference.

2. The District reserves the right, from time to time, to modify, amend or replace these Rules and Regulations in conformance with relevant laws and regulations then in effect.

3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

4. All provisions of the Rules and Regulations not expressly modified by this Resolution shall remain unchanged and in full force and effect. In the event of any express conflict or inconsistency between the terms of the Rules and Regulations and this Resolution, this Resolution shall control and govern.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOURCE COLORADO WATER & SANITATION
METROPOLITAN DISTRICT RESOLUTION ADOPTING AMENDED AND
RESTATED RULES AND REGULATIONS]**

APPROVED AND ADOPTED this 15th day of February, 2021.

RESOURCE COLORADO WATER &
SANITATION METROPOLITAN DISTRICT

By: *Jon Deane*

Its: President

Attest:

By: *Joel Farkas*

Its: Treasurer

EXHIBIT A

RULES AND REGULATIONS OF THE RESOURCE COLORADO WATER & SANITATION METROPOLITAN DISTRICT

The Board of Directors of the Resource Colorado Water & Sanitation Metropolitan District (“District”) previously adopted Rules and Regulations concerning the construction, administration, and operation of the District’s public Water and Wastewater Systems (as defined herein) effective as of July 18, 2005, as amended effective April 11, 2007 (the “Initial Rules and Regulations”).

The Board of Directors of the District hereby declares that the following Rules and Regulations have been prepared and adopted to replace and supersede in their entirety the Initial Rules and Regulations. These Rules and Regulations have been prepared based on assumptions concerning the existing circumstances surrounding, and the need for service from, the District as set forth in that certain Water and Wastewater Service Agreement between the District, the Pioneer Community Authority Board, and Pioneer Metropolitan District No. 3, dated October 23, 2020 (the “Pioneer Agreement”). The District anticipates that, if and when the Pioneer Agreement is modified or the District enters into other water and wastewater service agreements with other Service Providers, the District will revise these Rules and Regulations as needed to address such events. These Rules and Regulations adopted on February 15, 2021, or any amendment thereto, shall be effective as of February 15, 2021, upon adoption of a resolution by a majority of the Board of Directors of the District at a public meeting approving these Rules and Regulations.

The Board of Directors of the District hereby expressly reserves the right to make any lawful addition and/or revisions in these Rules and Regulations when and as they may become advisable to properly manage the District and to promote the peace, health, safety and welfare of the inhabitants of the Service Providers that will be served by the District. These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Board of Directors of the District as outlined in the Colorado Revised Statutes governing Special Districts, including the right to disconnect or to refuse permission to connect any Service Provider to the District’s Water or Wastewater System for violation of these Rules and Regulations or any other applicable law of the State of Colorado.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO THE RULES AND REGULATIONS OF THE RESOURCE
COLORADO WATER & SANITATION METROPOLITAN DISTRICT

RESOURCE COLORADO WATER AND
SANITATION METROPOLITAN DISTRICT

By: Jon Deane
President

Attest:

By: John M. Todd
Name: John M. Todd
Title: Secretary

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- EXHIBIT A Schedule of Fees, Rates, and Charges
- EXHIBIT B Pretreatment Discharge Standard to Limit the Discharge of Harmful Wastes into the District's Facilities
- EXHIBIT C-1 Design and Construction Standards and Specifications for Resource Colorado Water & Sanitation Metropolitan District and the Pioneer Community Authority Board
- EXHIBIT C-2 Design and Construction Standards and Specifications for Resource Colorado Water & Sanitation Metropolitan District and Other Service Providers
- EXHIBIT D-1 Standards for Cross-Connection Control and Backflow Control Policy and Regulations for Resource Colorado Water & Sanitation Metropolitan District and the Pioneer Community Authority Board
- EXHIBIT D-2 Standards for Cross-Connection Control and Backflow Control Policy and Regulations for Resource Colorado Water & Sanitation Metropolitan District and Other Service Providers
- EXHIBIT E Contact Information

ARTICLE 1.
GENERAL PROVISIONS

1.1 General.

1.1.1 Authority: These Rules and Regulations are adopted in accordance with the authority conferred in Title 32, Article 1, and other provisions of the Colorado Revised Statutes, by the Resource Colorado Water & Sanitation Metropolitan District Board of Directors. The District is a political subdivision of the State of Colorado and a quasi-municipal corporation with all the powers thereof which are specifically granted to the District, or are necessary or incidental to or implied from powers specifically granted by statute, constitution or other law, for carrying out the objectives and purposes of the District.

1.1.2 Scope: These Rules and Regulations have been adopted and promulgated pursuant to Section 32-1-1001(1)(m), C.R.S., and shall be considered a comprehensive set of Rules and Regulations governing the operations and functions of the District as of the effective date stated herein. The District has the authority to implement the Rules and Regulations provided herein by policies and resolutions. The Board reserves the right to make rulings and adopt resolutions concerning matters not covered herein as and when appropriate in the opinion of the Board.

1.1.3 Policy: It is hereby declared that the Rules and Regulations hereinafter set forth will serve a public use and are necessary to insure and protect the health, safety, prosperity, security, and general welfare of the service users of the District.

1.1.4 Purpose: The purpose of these Rules and Regulations is to provide for the orderly financing, control, management and operation of the Water and Wastewater Systems of the District, including additions, extensions and connections thereto, and to provide for the administration and enforcement of standards to promote the health, safety and general welfare of Customers of Service Providers or other service users of the District. Provision of water and sanitation services by the District will be available, and use of the District's Water and Wastewater Systems is subject to suspension or revocation, only in accordance with these Rules and Regulations.

1.1.5 Effective Date: These Rules and Regulations shall be effective as of the date first set forth above upon adoption by the Board of the District and shall supersede and replace entirely any and all previous version of the Rules and Regulations.

1.1.6 Service Plan Limitations: The District's Service Plan prohibits the District from providing water or wastewater service directly to individual customers without amending the District's Service Plan. The District is empowered by Section 32-1-1001(1)(d)(I), C.R.S., and other Colorado law to enter into contracts and agreements affecting the affairs of the District. The District intends to enter into Agreements with water and wastewater Service Providers for the provision of water or wastewater services as set forth in these Rules and Regulations. Such Agreements may require Service Providers to satisfy certain other conditions prior to obtaining service from the District. The District's provision of water and/or wastewater services to Service Providers is contingent upon the District having an adequate Water Supply and that the District

Facilities are adequate. Because of these limitations, the District cannot guarantee that it will be able to provide water and sanitation service to Service Providers or properties even if they are within the District's Service Area.

1.1.7 Initial Service Area: The initial Service Area consists of underserved areas within Adams and Weld Counties including the Cities of Brighton or Commerce City or other Service Providers. The District, through Agreements, will supply water and/or provide wastewater services to Service Providers for service to their Customers through their systems. The Service Area may be expanded to serve other properties, through Agreements with Service Providers, as demand for service and resources to provide such services are available.

1.1.8 Enterprises and Authorities: The provision of water, sanitation and storm drainage services for the use and benefit of Service Providers shall be through the creation of enterprises and/or authorities which will be authorized to collect rates, fees, tolls and charges for connection to and use of the District Facilities and the provision of service. Such service shall be subject to any capacity limitations and provisions for the operation, maintenance, repair and replacement of all District Facilities owned by the District, in accordance with these Rules and Regulations.

1.1.9 Pioneer: Due to the phased development of property within the District's Service Area, the development and operation of the District's Water and Wastewater Systems will also occur in phases. The District anticipates that the first Service Provider it will serve will be the Pioneer Community Authority Board (the "**CAB**"), created by that certain Pioneer Community Authority Board Establishment Agreement between the Pioneer Metropolitan District Nos. 1-6 and Pioneer Regional Metropolitan District, effective August 26, 2020, as amended and restated effective September 30, 2020, and as the same may be amended or modified from time to time (the "**CABEA**"). The District and the CAB have entered into that certain Water and Wastewater Service Agreement, dated October 23, 2020 (the "**Pioneer Agreement**"). Pursuant to the Pioneer Agreement, it is the intention of the District and the CAB that, during the initial phases of the development of property within each entity's Service Area, the CAB will provide for the design, construction, operation, and maintenance of public improvements serving such property, including the District Facilities located within such property, will own and provide sufficient water supplies to such property, and will impose and collect fees and service charges related to the provision of such improvements and services; meanwhile, the District will own the planned wastewater treatment facility and related facilities and appurtenances, will cooperate with the CAB in the CAB's provision of such improvements and services, and will impose related service charges on the CAB. These Rules and Regulations reflect the forementioned phased development and the pertinent intentions of the District and the CAB, and they have been prepared based on assumptions concerning the existing circumstances surrounding, and the need for service from, the District as set forth in the Pioneer Agreement. The District anticipates that, if and when the Pioneer Agreement is modified or the development within the District's Service Area progresses to an extent requiring the District to enter into water and wastewater service agreements with other Service Providers, the District expects to modify or replace these Rules and Regulations and modify related Agreements, including the Pioneer Agreement, as needed to address such events.

1.2 Construction of Rules and Regulations.

1.2.1 Intent of Construction: It is intended that these Rules and Regulations shall be liberally construed to affect the general purposes set forth herein, and that each and every part thereof is separate and distinct from all other parts. No omission or additional material set forth in these Rules and Regulations shall be construed as an alteration, waiver, or deviation from any grant of power, duty or responsibility, limitation or restriction, imposed or conferred upon the Board by virtue of statutes now existing or subsequently amended or adopted, or under any Agreement existing between the District and any other private or governmental entity or Service Provider. In the event of any ambiguity, inconsistency or conflict between provisions within these Rules and Regulations, between these Rules and Regulations and the rules of any other governmental entity, or another document adopted by the District, the provision that is most protective of health, safety, the environment and the District Facilities will control. 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 any 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.

1.2.2 Incorporation of Decrees and Rules and Regulations by Other Governmental Entities:

(a) General: Any limitations, restrictions or prohibitions validly placed upon the District or the water rights comprising the District's Water Supply by any governmental entity or by any Agreement to which the District is a party, are hereby incorporated into these Rules and Regulations by this reference and shall constitute a limitation, restriction and/or prohibition on the District's ability to provide service to Service Providers and on each Service Provider that shall contract with the District for the supply of water or wastewater service.

(b) Water: The provision of water service by the District may be governed by and subject to court decrees, stipulations, or other court orders or decrees, including any subsequent court orders concerning the water to be supplied through service or delivery agreements by the District to Service Providers. The District acknowledges that water sources also may be limited by all applicable laws, rules and regulations governing the withdrawal of groundwater, including but not limited to, the Ground Water Management Act, Sections 37-90-101, et seq., the Rules and Regulations for the Management and Control of Designated Ground Water, 2 C.C.R. 410-1, and the Regulations for the Use, Control and Conservation of Ground Water Within the Lost Creek Ground Water Management District, laws and regulations governing water quality, and all other applicable laws and regulations, as now or hereafter constituted.

1.2.3 Amendment: It is specifically acknowledged that the District shall retain the power to amend these Rules and Regulations as it deems appropriate in the same manner as the Initial Rules and Regulations were adopted.

1.2.4 Conflict: In the event of a conflict between these Rules and Regulations and specific terms or conditions of any Agreement entered into between the District and any party, these Rules and Regulations shall control.

1.2.5 Severability: If any provision of these Rules and Regulations, or its application to any person or circumstances is held invalid, the application of such provision to other persons or circumstances, and the validity, enforceability or legality of the remainder of these Rules and Regulations, shall not be affected thereby.

1.2.6 Modification, Waiver, and Suspension of Rules: The Board of Directors, or the District Manager acting on prior written instructions of the Board, shall have the sole authority to waive, suspend, or modify the application of these Rules and Regulations, and any such waiver, suspension or modification must be in writing, signed by the Board or the District Manager, and shall not be deemed an amendment of the Rules and Regulations. No waiver, suspension or modification on any one occasion shall constitute a waiver, suspension or modification on any subsequent or other occasion.

1.2.7 Saving Provision: The enactment of these Rules and Regulations, any amendment thereof, or the repeal of any prior existing Rules and Regulations or resolutions shall not deny or limit any right, action, cause of action, penalty charge or fee which arose under such provision.

1.2.8 Repeal of Conflicting Resolutions: All resolutions or parts of resolutions in conflict herewith as of the effective date hereof, are hereby repealed, except as may be expressly provided herein.

1.2.9 Delegation to Staff: The District's Board of Directors may delegate decision-making authority under these Rules and Regulations to District management or staff or as otherwise resolved by or contracted to the Board.

1.3 District Facilities.

1.3.1 Ownership and Maintenance of District Facilities: Except as otherwise provided in these Rules and Regulations and any Agreements with Service Providers, it is the policy of the District that all District Facilities forming an integral part of the District's Water and Wastewater Systems are the property of the District upon acceptance by the District regardless of whether such Facilities are constructed, financed, or paid for by the District or by other Persons. Unless the District and a Service Provider enter into an Agreement specifying otherwise, the District shall be responsible for operation, maintenance, repair, and reconstruction of such Facilities and all appurtenances thereto at the cost of the District, unless the Facility is under warranty in which case the warranty provisions shall apply to the fullest extent provided by law. No other Persons, except those authorized by the District, shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the District Facilities.

1.3.2 Service Provider System Compliance with Design Standards and Applicable Law: All Water and Wastewater System and District Facility construction, operation, repair, maintenance, or modification work within the District Service Area shall comply with any

applicable design standards of the District and the Service Provider, and any other applicable laws, rules, regulations, or mandatory policies of federal, state, or local governmental entities, as they may be amended from time to time.

1.3.3 Encroachment of the District's Easements: No Person, including but not limited to, Service Providers with whom the District has an Agreement, shall construct any temporary or permanent building or other similar structure, place any fill material on, or otherwise encroach upon any of the District's easements without the District's prior written consent.

1.3.4 Use of District's Easements: A Service Provider, property owner, developer or contractor may request permission from the District to share or use the District's easements for the installation of drains, pipelines or other facilities necessary to utilize the District Facilities. The District's determination to allow a Service Provider, property owner, developer or contractor to share or use the District's easements shall be made in the sole discretion of the District. Any such approval shall be in the form of a written agreement, which shall set forth fully the terms of the agreement, specifically including, but not limited to, the terms set forth below:

(a) Any such agreement shall be subject to Board approval after a public meeting therefore.

(b) The Service Provider, property owner, developer or contractor shall, at all times, have the obligation, enforceable at the demand of the District, to construct, operate, maintain, repair and replace any non-District owned facilities as may be desirable from time to time.

(c) The Service Provider, property owner, developer or contractor shall agree, to the extent permitted by law, to indemnify and save the District, its officers, directors, agents and employees harmless from and against every claim, demand, liability, cost, charge, suit, judgment and expense of whatsoever kind or nature, including, but not limited to, interest, court costs and attorneys fees which the District, its officers, directors, agents or employees may pay or incur by reason of or which in any way arise out of the sharing or using of the District's easements by the property owner, developer or contractor. Said indemnification shall extend to claims, demands and liability or injury to persons and property and financial loss which incur off the job site as well as on, and for injury and damage to person and property and financial loss occurring after construction and installation of the non-District owned facilities within the District's easements by the property owner, contractor or developer.

1.3.5 Non-District Water Wells Prohibited: In an effort to coordinate the provision of water services as contemplated in the District's Service Plan, only those wells forming part of the District Water Supply may connect to the District's Water System. Service Providers that have an Agreement with the District shall not act to impair the District's water rights or water quality. The District is not responsible for the augmentation of any wells within the District's Service Area other than those owned by the District, except by separate Agreement.

1.4 Inspections.

1.4.1 Powers and Authority of District: The District Manager, representative, or their designee bearing proper credentials and identification shall be permitted to enter all property of a Service Provider necessary for the purposes of reading meters, testing related to discharge(s) to the Water or Wastewater Systems, inspection, observation, measurement, sampling, repair, maintenance of any portion of the District Facilities lying within said properties and related matters, upon reasonable notice to the Service Provider, except in the case of an emergency in which case prior notice is not required. The Service Provider shall ensure that clear access to the District Facilities is maintained at all times.

1.4.2 Construction Inspection: The District Manager, representative, or their designee shall have the right to inspect any and all work during construction of any Service Provider facilities necessary to receive water or wastewater service from the District, to ensure installation in accordance with District standards. After completion of construction the District Manager and/or his representative shall make a final inspection of construction prior to commencement of service.

1.5 Protection of District Facilities.

1.5.1 Compliance with Statutes and Regulations: For all projects that require digging, boring, directional drilling, or excavation in or around District Facilities, the person, contractor or excavator wishing to dig or excavate around said District Facilities shall comply with all applicable statutes and regulations of the State of Colorado and other public entities.

1.6 Definitions.

1.6.1 Definitions for Water and Wastewater Systems: Unless the context specifically indicates otherwise, the meaning of the terms used herein shall be applicable to these Rules and Regulations.

(a) Agreement or Agreements: Any Board-approved contract or agreement necessary to the provision of water or wastewater service to Service Providers in accordance with these Rules and Regulations, together or referred to separately herein.

(b) Annual Charges or Annual Charges for Service: The sums paid or becoming payable to the District pursuant to an Agreement and pursuant to any agreement supplemental thereto.

(c) Applicant: The Service Provider entering into an Agreement with the District for new or additional water or sanitation service.

(d) Application Fee: The fee that may be charged by the District that is intended to cover the Costs incurred by the District in evaluating any Agreements.

(e) Board or Board of Directors: The duly elected Board of Directors of the District, which acts as the governing body of the District.

(f) BOD₅ (5-Day Biochemical Oxygen Demand): The quantity of dissolved oxygen, expressed in parts per million by weight, required by aerobic biological action under standard laboratory procedure in five days at 20°C.

(g) Capital Improvement Plans: **[Reserved]**

(h) Categorical Standards or National Categorical Pretreatment Standards or Pretreatment Standards: **[Reserved]**

(i) Clean Water Act: The Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq.

(j) Cost(s): All direct costs applicable to the construction, reconstruction, enlargement or dedication of a given District Facility, including but not limited to, costs associated with planning, design, preliminary and design engineering, construction, inspection, administration, acquisition, or dedication of District Facilities, acquisition of all required rights-of-way, acquisition of water rights, depreciation, attorney fees, regulatory agency fees, plan approval fees, “as built” drawings, and all other fees and/or costs necessary to provide new, different or additional water or wastewater service.

(k) Customer: Any person, company, corporation, public entity or authority, developer, property owner, lessee, tenant or occupant of such property owner, or visitor of any of the foregoing, who is supplied with or uses water or sanitation service furnished by any Service Provider.

(l) Deleterious Wastes: Any wastes contained in sewage that would be harmful to the District’s Sewer System, or which, without pretreatment, would violate federal, state or local pretreatment standards.

(m) Design and Construction Standards and Specifications for Water and Wastewater Facilities (“Design Standards”): The District-approved document referenced in **Exhibit C-1** hereto and incorporated herein by reference for the CAB and the document attached hereto as **Exhibit C-2** for other Service Providers, as they both may be amended from time to time, establishing the minimum standards for the design and construction of District Facilities.

(n) District: The Resource Colorado Water & Sanitation Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

(o) District Engineer: **[Reserved]**

(p) District Facility or Facilities: All components of the District’s Water and Wastewater Systems however acquired by the District and constructed. The District Facilities shall also include all land, easements, permits or other interests in real property, and all operational permits and licenses and all roadways or access facilities and all improvements necessary to the operation of the District Facilities and to carry out the purposes of the District. Per the Pioneer Agreement, the District, as the wholesale water and wastewater provider, and the CAB, as the retail water and wastewater provider, anticipate that the CAB will own all water rights and other property required to construct, repair, replace, operate, and maintain certain

public improvements, including those necessary to provide the inhabitants of the District with water and wastewater service, except that the District will own, and will engage the CAB to operate and maintain as needed, the Wastewater Treatment Works, including a wastewater treatment facility and any pump stations, Interceptors, and related facilities, together with the land and appurtenances thereto. The District expects to amend these Rules and Regulations and the Pioneer Agreement should changes in the CAB's need for water and wastewater service or requests for service from other Service Providers make such amendments necessary.

(q) District Manager: The person or firm retained by the Board to administer and supervise the affairs of the District and its employees, including, but not limited to, enforcement of the District's Rules and Regulations, and who may, among other things, operate, inspect and approve all connections, excavations, extensions, installations, District Facilities owned, to be dedicated to, or under the control of the District.

(r) District Water Supply: **[Reserved]**

(s) ERU (Equivalent Residential Unit): An approximate measure of the level of service necessary to serve a single-family dwelling, which is used to calculate the cost of connection fees and service charges pursuant to an Agreement.

(t) Extension: A water transmission main or wastewater interceptor sewer required in order for the District to provide service to Service Providers according to the terms and conditions set forth herein.

(u) Inspector: The person, persons or firm duly authorized by the Board to inspect, monitor and approve the installation, connection, and operation of the District Facilities and to periodically monitor and inspect the operations of such District Facilities.

(v) Industrial User: **[Reserved]**

(w) Industrial Wastes: **[Reserved]**

(x) Interceptor: Any one of the intercepting sewers, outfalls, or force mains that is part of the Wastewater Collection System.

(y) Interference: A discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

1) Inhibits or disrupts the District's treatment processes or operations, or its sludge processes, use or disposal; and

2) Therefore is a cause of a violation of any requirement of the District's NPDES Permit(s) (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations): Article 405 of the Clean Water Act, 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 state 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.

(z) Main Line: Water or sewer pipe used for the purpose of conveying water to a Water Connection Point or conveying Wastewater from a Wastewater Connection Point that is part of the District Facilities.

(aa) Master Water Meter: Measuring device used to determine the amount of bulk water supplied to a Service Provider at a Water Connection Point.

(bb) MG: Million gallons.

(cc) National Pollutant Discharge Elimination System or NPDES Permit: A permit issued pursuant to Article 402 of the Clean Water Act (33 U.S.C. § 1342).

(dd) Permit: Written permission of the Board given pursuant to these Rules and Regulations, subject to the specific terms and conditions contained therein.

(ee) Person: Any individual, partnership, co-partnership, firm, company, corporation, association, unincorporated association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents or assigns, or two or more such persons acting jointly as a firm, partnership, unincorporated association, joint adventurers or otherwise.

(ff) pH: The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in moles per liter of solution.

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

(hh) Pollution - Hazard Activity: Means any of the following activities:

- 1) Drilling operations.
- 2) Surface and subsurface mining operations.
- 3) The storage and application of pesticides/herbicides and/or insecticides in any manner, except for private residential or business use.
- 4) The storage and application of fertilizers in any manner, except for private residential or business use.
- 5) Using, handling, storing, dispensing or transporting toxic or hazardous substances, including, but not limited to radioactive materials.

6) Using, handling, storing, dispensing or transporting flammable or explosive materials, including petroleum products, except for storage of not more than 25 gallons of petroleum products in a private home or business and except for fuel in vehicular fuel tanks.

7) Using, handling, storing, dispensing or transporting organic nutrients, including phosphorus and nitrates, or engaging in any activity that creates the same.

8) Any solid or liquid waste disposal.

9) Any activity that is conducted in a manner that creates a foreseeable risk of pollution to the District Water Supply or damage to the District's Facilities.

(ii) Pretreatment or Treatment: 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 such Pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical, or biological processes, or by other means, except as prohibited by 40 CFR § 403.6(d).

(jj) Pretreatment Facilities: Structures, devices, equipment or processes for the purpose of reducing or removing the deleterious wastes from Wastewater or altering the nature of deleterious wastes prior to discharging such sewage into the District's Wastewater Collection System.

(kk) Pretreatment Requirement: **[Reserved]**

(ll) Properly Shredded Garbage: Garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers with no particle greater than 1/2" in any dimension.

(mm) Property Owner or Owner: The person or persons who hold title to a parcel of land as shown on the property tax assessment roll in the office of the applicable County Assessor.

(nn) Publicly Owned Treatment Works ("POTW"): A treatment work as defined by Article 212 of the Clean Water Act (33 U.S.C. § 1292), which is owned in this instance by the District. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of Sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to the POTW treatment plant. "POTW" also refers to the District officials responsible for operations and maintenance of the collection system or treatment plant and the administration of the pretreatment program.

(oo) SDWA: The Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300j – 9(i).

(pp) Service Area: All areas currently being served or proposed or planned to be served pursuant to the District's Service Plan approved on August 25, 2004 by the

County Commissioners of Weld County, Colorado, as amended from time to time. However, any reference to the District Service Area or proposed Service Area does not mean that the District is capable of providing service to such property or that property within the Service Area is entitled to service.

(qq) Service Provider(s): Municipalities, counties, authorities, special districts (including Metropolitan Districts and Water and Sanitation Districts), water companies and ditch companies, as well as state and local entities who will contract with the District for water and/or wastewater services and for the provision of wastewater service, and may also include private entities, and who will in turn distribute the water, collect Sewage and otherwise service and bill the individual Customers, including residential, commercial, and/or Industrial Users.

(rr) Sewage or Wastewater: A combination of liquid wastes originating from any residential, commercial, or industrial building or other establishment, which may include household wastes, human excreta, animal or vegetable matter, organic or inorganic material in suspension or solution, and other solids in suspension or solution which enter the POTW.

(ss) Sewer or Wastewater Main Line: Any pipe, system of piping and appurtenances used as a conduit for Sewage in the District's Wastewater Collection System and owned by the District.

(tt) Sewer or Wastewater Service Line: Any pipe, system of piping, tap, line and appurtenances including lift stations, pumping stations and collection lines, used as a conduit for Sewage from the Wastewater Connection Point to the District's POTW.

(uu) Significant Industrial User: **[Reserved]**

(vv) Slug Discharge: Any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge.

(ww) Suspended Solids: Solids, expressed in parts per million by weight, that either float on the surface of or are in suspension in the water, sewage or other liquids, which are removable by filtration.

(xx) Testing: In the context of water or sewage, the analysis of water or sewage samples for composition, and other characteristics; in the context of construction or connection of Water or Wastewater System facilities, the inspection and trial operation of the construction or connection of Water or Wastewater System facilities.

(yy) Total Kjeldahl Nitrogen (TKN): The sum, expressed in parts per million (ppm) or milligrams per liter (mg/L), of free-ammonia nitrogen and organic nitrogen compounds which are converted to ammonia under digestion conditions specified by the Kjeldahl Nitrogen Test Method.

(zz) Toxic Pollutant: But not limited to, any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency under the provisions of Article 307(a) of the Clean Water Act or other acts.

(aaa) Upset: An exceptional incident in which there is unintentional and temporary noncompliance with permit effluent limitations because of factors beyond the reasonable control of the District which result in flows or solid materials exiting the District's Wastewater System into state waters and which may cause or threaten pollution of state waters.

(bbb) Wastewater Collection System: All structures, facilities, and equipment owned and used by the District for collecting, pumping and transporting Wastewater within the District's Wastewater System from the Wastewater Connection Point to the District's Wastewater Treatment Works, including but not limited to metering facilities, Interceptor sewers, manholes and lift stations.

(ccc) Wastewater Connection Point: The point at which the Service Provider's sewer service lines or system connects to the District's Wastewater System for a permanent or temporary purpose.

(ddd) Wastewater System: All components of the District's Wastewater Collection System and Wastewater Treatment Works.

(eee) Wastewater Treatment Works: All structures, facilities, and equipment owned and used by the District for treating Wastewater prior to discharge or disposal, which may include but is not limited to the headworks facilities, treatment basins, disinfection processes and effluent outfall, as well as solids handling facilities.

(fff) Water Connection Point: A point of connection specified in an Agreement between the District and a Service Provider at which the District provides bulk water to a Service Provider.

(ggg) Water Distribution System: **[Reserved.]**

(hhh) Water Lease: **[Reserved.]**

(iii) Water System: **[Reserved.]**

(jjj) Water Treatment System: **[Reserved.]**

Any Other Term: Any other term not herein defined shall be defined as presented in the "Glossary - Water and Sewage Control Engineering," A.P.H.A., A.W.W.A., A.S.C.E., and F.W.S.A., latest editions.

ARTICLE 2.
REQUIREMENTS FOR ACQUIRING
WATER OR WASTEWATER SERVICE FROM
THE DISTRICT

2.1 Water or Wastewater Service.

2.1.1 Policy: Provision of water or wastewater service by the District to Service Providers is subject to these Rules and Regulations. Service Providers seeking to acquire water service from the District shall enter into an Agreement with the District. The District expects to amend these Rules and Regulations to address matters specific to the District's provision of water service before entering into Agreements with Service Providers other than the CAB. For wastewater service, Service Providers shall be required to enter into an Agreement with the District. The District may require certain additional conditions prior to granting of service from the District.

2.1.2 No Obligation of Service: Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District may enter into contracts and agreements affecting the District's water or wastewater service and the District's ability to provide such service. The District is not obligated to provide public water or wastewater service other than as required by existing express written Agreements. Subject to the limitations and conditions herein and in any Agreement, it is the intent of the District to make available water or wastewater service to those Service Providers that contract with the District. The relationship between the District and Service Providers receiving water and wastewater service from the District Facilities shall be contractual.

2.1.3 Revocation of Service: Service shall be revocable by the District upon non-payment of fees or charges owed to the District, upon failure to comply with the District's Rules and Regulations, or when the District Manager or Board determines that an emergency exists and such revocation is necessary to protect the health, safety and welfare of the Service Provider's Customers.

(a) Notice and Hearing: In all cases except as specifically provided otherwise herein, or except in those circumstances involving an imminent hazard to the health, safety or welfare of Service Providers, their Customers or to the District's Water and Wastewater Systems, the District may make provisions for notice and hearing prior to revocation of service.

2.1.4 Covenants: Some conditions of Agreements between the District and Service Providers or other users seeking service may require such Service Providers or users to enter into commitments concerning real property. Such commitments shall be recorded and shall constitute covenants that run with the property.

2.1.5 Contracts and Agreements:

(a) As provided in Section 2.1.2 of this Article 2, the District shall provide water or wastewater service to Service Providers only by Agreement. However, the District may in its discretion determine on a case-by-case basis the appropriate terms of such Agreement(s), including but not limited to the nature of the water to be delivered, terms that

meet special circumstances such as bulk delivery agreements, or provisions accommodating special circumstances for wastewater service.

(b) Each Agreement is subject to these Rules and Regulations, District engineering standards, and all rules and policies promulgated hereunder and amendments thereto. The operating rules and engineering standards and any amendments thereto shall be incorporated by reference and made a part of any Agreements with Service Providers by reference to these Rules and Regulations.

2.1.6 Denial of Service: The District's Board retains, in its sole discretion and judgment, the right to deny an application for service when granting the application for service would not be in the best interests of the District. The District may deny any application for water or wastewater service to any property within the District's Service Area or wastewater service area as defined in Section 6.1.2 in the event that the District determines that it lacks sufficient water treatment capacity, wastewater treatment capacity, water and/or wastewater Facilities, and/or water resources, or that it would otherwise not be in the District's best interest, to serve the properties proposed by any Service Provider making application to the District for water or wastewater service. Other factors that the District's Board may consider include but are not limited to each or all of the following:

(a) Whether adequate water resources, water rights, water storage and related water facilities are available and will be available in the future to serve existing or proposed Service Providers and the impact of other factors resulting in the unavailability of water supply, including restrictions that may be imposed by the State engineer or other applicable governing body or authorized agents thereof.

(b) The impact of the requested service on the District's existing water or wastewater service, treatment, transmission and storage facilities, and capacity limitations related to water and wastewater treatment.

(c) The economic effect that the approval of the application for service would have on the District.

(d) Whether granting the application for service would adversely affect the public health, welfare or safety of the residents and property owners served by the District's existing or future Service Provider customers pursuant to Agreements.

(e) Any other factors related to the application for service. There may be factors and aspects of an application for service that are unique to that application and are not contained in the above list, and the Board retains the right to consider any and all factors related to an application for service and to make a decision based thereon.

2.1.7 Application for System Review: **[Reserved]**

2.1.8 Other Conditions for Service: In addition to the requirements for service set forth in this Article 2, the District may require that a Service Provider seeking to acquire service from the District satisfy certain conditions, as outlined in this section and as set forth more specifically in other sections of these Rules and Regulations or in an Agreement.

(a) **Integrated System:** The District may condition service upon the Service Provider being part of a viable integrated system for the installation, operation and maintenance of water delivery and wastewater systems. The District may adopt operating rules and engineering standards establishing the minimum service requirements, but the District and any Service Providers acknowledge that those requirements may be further limited or restricted by individual Service Providers' rules, regulations or standards.

(b) The District may require that all property served or to be served ultimately by the District be within the Service Provider boundaries or be included within the Service Provider boundaries or meet other service area requirements for wastewater service as set forth in Article 6 herein, prior to execution of an Agreement to insure the orderly, efficient, and economically feasible delivery of service.

(c) **Adequate Water or Wastewater Systems:** The District may require, as a condition of service, advance dedication of fees or capital to build necessary water or wastewater Facilities and may provide for such fees or capital in an Agreement between the District and the Service Provider, for which the District may, but it is not required to, provide credit to the Service Provider. The District also may require payment of additional fees for the purpose of paying the Costs of expanding District Facilities, such fees are to be determined by the Board from time to time.

(d) **Adequate Main Lines and Service Lines:** Subject to the terms of applicable Agreements, a Service Provider seeking to acquire water or wastewater service from the District may be required to pay for the District's construction Costs of all Facility extensions necessary to connect the Service Provider's system to the Water and/or Wastewater Systems of the District.

(e) **Non-Potable Irrigation System:** In certain areas of the District, a Service Provider seeking to acquire water or wastewater service from the District may be required to pay for the construction of a separate non-potable irrigation system for the Customers of the Service Provider's service area.

(f) **Reimbursement for Agreement Processing:** The District may require in the application process, that on completion of the Board's approval or denial of a proposed Agreement the District may determine the actual cost expended by the District in considering any Agreement and require reimbursement by the Service Provider.

2.1.9 District Responsibility for Costs of Providing Service within Service Provider's System: A Service Provider seeking to acquire water or wastewater service from the District shall be responsible for the design costs, construction costs, installation costs, and any other costs and/or fees and charges associated with provision of water or wastewater service through the Service Provider's system from the Water or Wastewater Connection Point(s) to the Service Provider's Customers, except as otherwise provided pursuant to separate Agreement with the District.
Procedural Requirements for Acquiring Water or Wastewater Service:

(a) Application: A Service Provider seeking service from the District shall submit an application in a form acceptable to the District. Any Agreement may contain any conditions, not contrary to law, for the provision of service.

(b) Other Procedural Requirements: **[Reserved]**

2.2 Fees, Rates and Service Charges.

2.2.1 Policy. Except as provided in any Agreement, all Costs of new construction, reconstruction, repair, replacement or enlargement of the District Facilities which are necessary to provide new, different or additional water or wastewater services within the District's Service Area shall be the responsibility of the Service Provider and incorporated into the District's rate structure to insure the sustainability of water quality and quantity and the adequacy of water and wastewater service to Service Providers. Service Providers seeking to acquire water or wastewater service from the District, or seeking changes to existing service, shall have in place a structure for levying and collection of all applicable fees, rates and service charges, which shall be subject to review of the District prior to entering into an Agreement by the District. The provisions of these Rules and Regulations apply regardless of whether the District or some other person contracts for, or initially pays for, such construction, reconstruction or enlargement of the District Facilities. The District Board may act other than as required in this Section when it determines, in its sole discretion, that such action is in the best interests of the District, or is necessary to provide for the health, safety and welfare of the inhabitants and visitors of the Service Providers contracting for service with the District.

2.2.2 Payment of Fees: Subject to the terms of individual Agreements with the District, all fees due to the District shall be paid prior to connection to District Facilities and provision of service.

2.2.3 Schedule and Types of Fees, Rates and Service Charges:

(a) Schedule of Fees, Rates and Service Charges: The District's fees, rates, and service charges shall be as set forth in **Exhibit A** hereto, as it may be amended from time to time. Notwithstanding any provisions herein to the contrary, the District may modify **Exhibit A** to reflect changes in the imposed fees, rates, and service charges upon adoption of a resolution by a majority of the Board of Directors of the District at a public meeting without the need to amend or replace these Rules and Regulations in their entirety.

(b) System Development Charges: **[Reserved]**

(c) Connection Fees: **[Reserved]**

(d) Service Charges:

1) Policy for Calculation and Payment of Service Charges: Service charges shall be paid by all Service Providers based on rates and charges set by the District pursuant to rate studies and after public hearing. Rates and procedures for payment of service charges to the District shall be as set forth in Agreements or these Rules and Regulations.

It shall be the policy of the District to implement procedures for the timely and regular payment of service charges to the District.

2) Amended Service Charges: Agreements shall provide in those situations where, in the Board's sole discretion, the service charges do not represent fair, reasonable and equitable charges for the intended use, the Board may adjust the charges.

3) Payment of Service Charges: Billing cycles for statements for service charges to be paid to the District shall be as determined by the Board or pursuant to an Agreement approved by the Board. Charges for late payments, turn-on, turn-off, or other penalties, shall be added to such statements. Service charges shall be assessed as provided for in **Exhibit A**, as it may be amended from time to time. Service charges or fees shall be non-refundable.

2.2.4 Billing Procedures for Service Charges : **[Reserved]**.

ARTICLE 3. WATER SERVICE

3.1 Principles for Supplying Water Resources to Public Water Service Providers.

3.1.1 Policy Regarding Use of District Water System: **[Reserved]**

3.1.2 Water Policy: **[Reserved]**

3.1.3 Scope of District Water Supply: **[Reserved]**

3.1.4 Ownership of Water and Return Flows: **[Reserved]**

3.1.5 Consent to Groundwater Appropriation: **[Reserved]**

3.2 District Water System and Service Provider Systems.

3.2.1 Ownership and Maintenance of Service Provider Water Service Facilities and Lines. **[Reserved]**

3.2.2 Ownership and Maintenance of Master Water Meters and Related District Facilities: **[Reserved]**

3.2.3 Non-Potable Irrigation System: **[Reserved]**

3.3 Protection of District Water Supply.Limitations to Protect District Water Supply: **[Reserved]**

3.3.2 Additional Provisions: **[Reserved]**

3.3.3 Enforcement: **[Reserved]**

3.3.4 Prohibitions: **[Reserved]**

3.3.5 Violations: **[Reserved]**

ARTICLE 4.
WATER CONSERVATION

- 4.1 Compliance with State Laws: **[Reserved]**
- 4.2 Development and Implementation of Water Conservation Programs.
 - 4.2.1 Leak Detection: **[Reserved]**
- 4.3 Drought Response: **[Reserved]**

ARTICLE 5.
WATER QUALITY

- 5.1 Monitoring Water Quality. **[Reserved]**
- 5.2 Commingling of Water Supplies. **[Reserved]**
 - 5.2.1 Standards: **[Reserved]**

ARTICLE 6.
PROVISIONS FOR WASTEWATER SERVICE

6.1 General.

6.1.1 Policy. Use of and all discharges of wastewater into the District's Wastewater System shall comply with these Rules and Regulations. The right to any use of the Wastewater System is only by permission granted by the District through an Agreement. The District reserves the right to determine all matters related to the control and use of its Wastewater System. The right to use of the District's Wastewater System shall be subject to suspension, disconnection or revocation as set forth in these Rules and Regulations or in an Agreement with a Service Provider.

6.1.2 Service Area: As provided in an Agreement, each to be prepared and entered into, a Service Provider may only provide wastewater service within its approved service area. The District's wastewater service area is as defined by the local water quality planning agency. This Article describes the procedures for Service Providers requesting approval of an expanded or new wastewater service area. The sewer service area for the District shall only include the area approved by the local water quality planning agency and will only be expanded in accordance with the local water quality planning agency's amendment process.

6.1.3 Request for Approval from an Existing Service Provider: When an existing Service Provider wishes to provide wastewater service to any area outside the service area previously approved by the District, the existing Service Provider shall submit a request in writing to the District in a form acceptable to the District. It is necessary that requests be

submitted and approved by the District prior to proceeding with planning and construction of any District Facilities to serve the area.

6.1.4 Request for Approval from a New Service Provider: When a new Service Provider wishes to provide wastewater service to any area outside areas previously approved by the District or outside the approved service area of the District, the new Service Provider shall submit a request in writing to the District in a form acceptable to the District. It is necessary that requests be submitted and approved by the District prior to proceeding with planning and construction of any District Facilities to serve the area.

6.1.5 Approval Procedures: When the service area adjustment requested by an existing or new Service Provider is within the District's approved sewer service area, the Board of Directors shall make a determination whether such request is feasible and in the District's best interest. Service Providers are advised that a minimum of thirty (30) days is required for consideration of service area adjustments within the District's approved sewer service area. When the requested service area adjustment includes land which lies partially or completely outside the District's sewer service area, the Board of Directors shall make a determination whether such request is feasible and in the District's best interest and, if appropriate, process an Areawide Water Quality Management Plan Amendment application in accordance with the local water quality planning agency's requirements. Service Providers are advised that a minimum of six (6) months is required for consideration of service area adjustments partially or completely outside the District's approved sewer service area.

6.1.6 Post-Treatment Waters: **[Reserved]**

6.1.7 Prohibited Wastes: Discharge of any water or wastewater into the District's Wastewater System containing substances prohibited by these Rules and Regulations or not meeting the requirements set forth in this Article 6 is prohibited.

6.1.8 General Prohibition: No person shall discharge or cause to be discharged into a public sewer or in the District's Service Area any harmful waters or wastes, whether liquid, solid or gas, capable of causing interference, obstruction, or damage to any of the District Facilities or hazards to District personnel. Prohibited sewage shall include such quantity of clear water injected into a public sewer which would interfere with the District's wastewater treatment process.

6.1.9 Construction Modifications to Limit Harmful Waste: **[Reserved]**

6.1.10 Lateral Size: The District shall require the CAB to adopt rules and regulations for the design, planning, locating, sizing, and construction of all service laterals and installation thereof, including change orders, in a form acceptable to the District and in accordance with District standards and requirements set forth in **Exhibit C-1**. In the course of entering into Agreements with other Service Providers, the District shall require such Service Providers to adopt rules and regulations for the design, planning, locating, sizing, and construction of all service laterals and installation thereof, including change orders, in a form acceptable to the District and in accordance with District standards and requirements set forth in **Exhibit C-2**. All costs and expenses of the Customer or Service Provider incurred for the

installation and connection of service laterals to the District's Wastewater System shall be the responsibility of the Service Provider unless an Agreement otherwise specifies. Matters relating to liability for, notice to the District of, and repair of any loss or damage which may directly or indirectly occur by the installation of a service lateral shall be addressed in Agreements as needed.

6.1.11 Maintenance of Laterals: The District shall require Service Providers to adopt rules and regulations providing that the Customer shall be responsible for all maintenance, including routine maintenance or maintenance resulting from damage, repair and replacement, of the service laterals from the Customer's point of use to the lot line of the Customer's property, and that the Service Provider shall be responsible for all maintenance, including routine maintenance or maintenance resulting from damage, repair and replacement, of the service laterals from the Customer's lot line to a Wastewater Connection Point specified in an agreement between the Service Provider and Resource and/or these Rules and Regulations. Maintenance of the service laterals shall include all administrative, monitoring, servicing, repair of all damage whether from abnormal use or not, routine repair or maintenance, and replacements costs.

ARTICLE 7. LIMITATIONS ON DISCHARGE

7.1 Limitations On Discharged Wastes/Prohibited Wastes.

7.1.1 Standards for Water or Wastewater Discharge into the District's Wastewater System: Service Providers shall comply with all applicable Pretreatment Standards and Requirements. No Service Provider or Customer shall discharge or cause to be discharged into the District's Wastewater System any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water, air conditioning wastewater or any other domestic or commercial wastewater that does not meet National Pretreatment Standards.

7.1.2 Construction Modifications to Limit the Discharge of Harmful Wastes into the District Facilities, Grease Interceptors/Traps and Sand/Oil Interceptors/Traps: **[Reserved]**

7.1.3 Review of Plans for the Construction and Installation of Pretreatment Facilities: **[Reserved]**

7.1.4 Sampling Manholes: The District may require Service Providers to adopt regulations requiring the installation of one or more discreet sampling manholes. All placements of sampling manholes must be approved by the District prior to installation.

7.1.5 Interceptor/Trap Maintenance:

- (a) Responsibility for Maintenance: **[Reserved]**
- (b) Inspection: **[Reserved]**
- (c) Reports: **[Reserved]**

7.1.6 Interceptor/Trap Requirements for Existing Property/District Facilities:
[Reserved]

7.1.7 Construction Modifications to Limit Harmful Wastes, Wash Racks/Floor
Slabs. [Reserved]

ARTICLE 8. PRETREATMENT REQUIREMENTS

8.1 General.

8.1.1 Authority: This Article 8 is adopted by the District in accordance with the authority conferred in the Clean Water Act, and any regulations implementing the Clean Water Act, including, but not limited to, 40 CFR 403.8, the Colorado Water Quality Control Act, and any regulations implementing the Colorado Water Quality Control Act, §§ 25-8-101 et seq., C.R.S., and the Safe Drinking Water Act, and any regulations implementing the SDWA, with all the powers thereof which are specifically granted to the District, or are necessary or incidental to or implied from power specifically granted therein for carrying out the objectives and purposes of the District and this Article 8. The provisions in this Article 8 shall be called the Pretreatment/Industrial Waste Control Program of the District.

8.1.2 Permits Required: The District shall require Service Providers to adopt rules and regulations providing that any Customers or other Users requiring pretreatment in order to comply with the District's Pretreatment/Industrial Waste Control Program, all conditions of the District's National Pollutant Discharge Elimination System (NPDES) Permit, Federal Pretreatment Regulations, any applicable sludge disposal regulations, and other applicable law to obtain from the applicable Service Provider a permit addressing the conditions and compliance requirements related to the Customer's or other User's specific wastewater needs and uses before receiving wastewater service from the applicable Service Provider.

8.1.3 Compliance: The Pretreatment/Industrial Waste Control Program of the District is designed to enable the District to comply with all conditions of its National Pollutant Discharge Elimination System (NPDES) Permit, Federal Pretreatment Regulations, and any applicable sludge disposal regulations, and to meet the following objectives:

(a) To prevent the introduction of pollutants into the District Facilities which will interfere with the operation of the Water or Wastewater Systems or contaminate the sludge.

(b) To prevent the introduction of pollutants into the Water or Wastewater System which will pass through the Wastewater System, inadequately treated, into the receiving waters or the atmosphere.

(c) To prevent the introduction of pollutants into the Wastewater System which might constitute a hazard to humans or to animals.

(d) To assure the District's ability to recycle and reclaim Wastewater and sludge.

(e) To protect human health and welfare, the environment, property and the District's Publicly Owned Treatment Works.

PART A
RULES AND REGULATIONS FOR SERVICE PROVIDER USE
OF DISTRICT WASTEWATER SYSTEM

8.2 Applicability.

Any Service Provider, the sewage from which directly or indirectly enters the Wastewater System of the District from areas within or without the boundaries or Service Area of the District, shall be subject to the requirements of this Part and shall be bound by these Rules and Regulations as they now exist or may hereafter be amended.

All Service Providers with industrial customers are required to design and administer Pretreatment Industrial Waste Control Programs which are in accordance with this Part A of Article 8, and which will enable the District to comply with all pretreatment and effluent limitation conditions of its National Pollutant Discharge Elimination System (NPDES) Permit, Federal Pretreatment Regulations, and applicable sludge disposal regulations.

8.3 Compliance With Requirements.

[Reserved]

8.4 Legal Authority Requirements.

[Reserved]

8.5 Program Procedure Requirements.

8.5.1 Industrial Waste Survey: Each Service Provider shall formulate and implement procedures for conducting ongoing, comprehensive industrial waste surveys to locate and identify all Significant Industrial Users discharging to the Service Provider's sewer system.

The District shall make the final determination as to whether a particular Industrial User is a Significant Industrial User. To this end, the District may require that a Service Provider collect and forward to the District all information necessary to make this determination.

8.6 Extra-Jurisdictional Industrial Users.

[Reserved]

8.7 Exemptions.

A Service Provider administering a Pretreatment Program, separate from that of the District, which has been approved by the Regional Administrator of EPA or the Director of the Water Quality Control Division of the Colorado Department of Health in accordance with

Section 403.11 of the Federal Pretreatment Regulations, may be exempted from compliance with certain provisions of this Article 8, as determined by the District.

8.8 Program Review.

[Reserved]

8.9 Program Preemption.

[Reserved]

8.10 Program Delegation.

[Reserved]

8.11 District Monitoring.

For the purpose of determining the quantity, quality, and other characteristics of any sewage which shall be or may be delivered and discharged into the Wastewater System by a Service Provider, or into the system of a Service Provider by any User, the District shall have the right at all reasonable times to enter upon and to inspect the Service Provider's system or any industrial or commercial installations connected thereto or any other connections which contribute sewage or Wastewater to the Service Provider's system and to inspect and copy records, to take samples and to make tests, measurements, and analyses of sewage or other wastes in, entering, or to be discharged into such Service Provider's system.

8.12 General Requirements Regarding Deleterious Wastes.

None of the following described sewage, water, substances, materials or waste shall be discharged into the District's Wastewater System; and each governing body of each Service Provider shall prohibit and shall prevent any discharges from any outlet into its sewer system, if such discharges cause or significantly contribute to a violation of any of the requirements contained herein:

(a) Sewage of such a nature and delivered at such a rate as to impair the hydraulic capacity of the District's Wastewater System, normal and reasonable wear and usage excepted.

(b) Sewage of such a quantity, quality, or other nature as to impair the strength or the durability of the sewer structures, equipment or treatment works, either by chemical or by mechanical action.

(c) Sewage having a flash point lower than 187°F, as determined by the test methods specified in 40 CFR § 261.21.

(d) Any radioactive substance, the discharge of which, does not comply with Article RH 4.18 of the Colorado Rules and Regulations pertaining to Radiation Control (Volume 6 of the Code of Colorado Regulations, 6 CCR 1007-1, Part 4, et seq.).

(e) Any garbage other than that received directly into the Service Provider's sewer system from domestic and commercial garbage grinders in dwellings, restaurants, hotels, stores, and institutions, by which such garbage has been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in public sewers with no particle greater than one-half (1/2) inch in any dimension.

(f) Any night soil or septic tank pumpage, except by permit in writing from the District at such points and under such conditions as the District may stipulate in each permit.

(g) Sludge or other material from sewage or industrial waste treatment plants or from water treatment plants, except such sludge or other material, the discharge of which to the District Wastewater System shall be governed by the provisions of these Rules and Regulations or any Agreement or as otherwise authorized by the District.

(h) Water which has been used for cooling or heat transfer purposes without recirculation, discharged from any system of condensation, air conditioning, refrigeration, or similar use.

(i) Water accumulated in excavations or accumulated as the result of grading, water taken from the ground by well points, or any other drainage associated with construction.

(j) Any water or wastes containing grease or oil and other substances that will solidify or become discernibly viscous at temperatures between 32°F and 150°F except by permit in writing from the District at such points and under such conditions as the District may stipulate in each permit.

(k) Any wastes that contain a corrosive, noxious, or malodorous material or substance which, either singly or by reaction with other wastes, is capable of causing damage to the District's Wastewater System or to any part thereof, of creating a public nuisance or hazard, or of preventing entry into the sewers for maintenance and repair.

(l) Any wastes that contain concentrated dye wastes or other wastes that are either highly colored or could become highly colored by reacting with any other wastes, except by permission of the District.

(m) Any wastes which are unusual in composition; i.e., contain an extremely large amount of suspended solids or BOD; are high in dissolved solids such as sodium chloride, calcium chloride, or sodium sulfate; contain substances conducive to creating tastes or odors in drinking water supplies; otherwise make such waters unpalatable even after conventional water purification treatment; or are in any other way extremely unusual unless the District determines that such wastes may be admitted to the District Wastewater System or shall be modified or treated before being so admitted.

(n) Any substance which may cause the District's effluent or any other product of the District such as residues, sludges or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the

Wastewater System cause the District to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Article 405 of the Clean Water Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.

(o) Any substance which may cause the District to violate its National Pollutant Discharge Elimination System (NPDES) Permit or the receiving water quality standards.

(p) Except for existing combined sewer facilities, any storm water, directly or indirectly, from surface drains, ditches, or streams, storm or combined sewers, roof, areaway, sumps and sump pumps, or foundation drains, or from any other means, including subsurface drainage or groundwater.

8.13 Prohibited Discharges.

None of the following described sewage, water, substances, materials, or wastes shall be discharged into the District's Wastewater System or into the sewer system of a Service Provider, by any User and each governing body of each Service Provider shall prohibit and shall prevent such discharges by any User, either directly or indirectly, into its sewer system:

(a) Any liquids, solids or gases which by reason 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 District's Wastewater System, the sewer system of a Service Provider or any of its connectors, or to the operation of the District. At no time shall any reading on an explosion hazard meter, at the point of discharge into the District's Wastewater System or the sewer system of a Service Provider or any of its Customers (or at any point in the Wastewater Systems), or at any monitoring location designated by the District in a wastewater contribution permit, be more than ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides.

(b) Any solid or viscous material which could cause an obstruction to flow in the sewers or in any way could interfere with the treatment process, including as examples of such materials but without limiting the generality of the foregoing, significant proportions of ashes, wax, paraffin, cinders, sand, mud, straw, shavings, metal, glass, rags, lint, feathers, tars, plastics, wood and sawdust, paunch manure, hair and fleshings, entrails, lime slurries, beer and distillery slops, grain processing wastes, grinding compounds, acetylene generation sludge, chemical residues, acid residues, food processing bulk solids, snow, ice, and all other solid objects, material, refuse, and debris not normally contained in sanitary sewage.

(c) Any Wastewater having a pH less than 5.0 for discharges from Industrial Users into the District's Wastewater System or the sewer system of a Service Provider or that of any of its Customers, or less than 6.0 or greater than 9.0 for other discharges into the District's Wastewater System, or wastewater having any other corrosive property capable of

causing damage or hazard to any part of the District's Wastewater System or the sewer system of a Service Provider or any of its Customers, or to personnel.

(d) Any wastewater having a temperature which will inhibit biological activity at the District's treatment plant, but in no case wastewater containing heat in such amounts that the temperature at the introduction into the District's Wastewater Treatment Works exceeds 40°C (104°F).

(e) Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which cause Upset. In no case shall a slug load have a flow rate or contain concentrations or qualities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation.

(f) Any water or wastes containing a toxic substance in sufficient quantity, either singly or by interaction with other substances, to injure or interfere with any sewage treatment process, to constitute a hazard to humans or to animals, or to create any hazard or toxic effect in the waters which receive the treated or untreated sewage.

(g) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, each in amounts that will cause interference or Upset.

(h) Pollutants which result in the presence of toxic gases, vapors, or fumes within the system in a quantity that may cause acute worker health and safety problems.

(i) Any trucked or hauled pollutants except at discharge points designated by the District.

(j) Any water or wastes containing pollutant quantities or concentrations exceeding the limitations in Article 8 of these Rules and Regulations, or the limitations in any applicable Categorical Standards.

(k) Any wastewater discharges to the District's Wastewater System, except at locations approved by the District.

8.14 Specific Discharge Limitations – Service Providers.

No Service Provider shall discharge to the Wastewater System at any time or over any period of time wastewater containing any of the following materials and substances in excess of the limitations provided herein:

	<u>Limit mg/L</u>
1. Cyanides (as HCN)	2
2. Oil and Grease (Hexane or approved solvent extractable)	75
3. Phenolic compounds (as Phenol)	10
4. Sulfides (as H ₂ S)	10

PART B
RULES AND REGULATIONS FOR USERS

8.15 Applicability.

(a) A User is any Person who contributes, causes, or permits the contribution of wastewater into the District's POTW.

(b) Pursuant to its Service Plan, the District may provide wastewater service to Users through Service Providers. Any User, the sewage from which directly or indirectly enters the Wastewater System of the District from an area within or without the boundaries of the District, shall be subject to the requirements of this Part and shall be bound by these Rules and Regulations as they now exist or may hereafter be amended. Such Rules and Regulations may be enforced against any User. Service Providers shall ensure that their respective Customers comply with these Rules and Regulations subject to the provisions of any applicable Agreements.

8.16 General Discharge Prohibitions.

No User shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the POTW. These general prohibitions apply to all such Users of a POTW whether or not the User is subject to national categorical pretreatment standards or any other national, State, district, or local pretreatment standards or requirements: A User may not discharge any of the sewage, water, substances, materials, or wastes listed in Articles 8.13 or 8.14 of these Rules and Regulations.

8.17 Specific Discharge Limitations – Users.

8.17.1 District Limitations: No User shall discharge into the District Wastewater System or into any sewer system at any time or over any period of time, Wastewater containing any of the following materials and substances in excess of the limitations provided herein. These limitations may also be imposed directly on process wastewaters prior to dilution by domestic and other Wastewaters discharged by the User:

		<u>Limit mg/L</u>
1.	Arsenic	0.33
2.	Cadmium	3.4
3.	Chromium	3.6
4.	Copper	6.1
5.	Lead	2.2
6.	Mercury	0.13
7.	Molybdenum	0.71
8.	Nickel	5.6
9.	Selenium	0.66
10.	Silver	2.9
11.	Tetrachloroethene	1.5*
12.	Zinc	15.6

* Notwithstanding this numeric limitation, the discharge of dry-cleaning process wastes, including new and used tetrachloroethene (perchloroethylene), still bottom oil, and separator water, is prohibited entirely. Where necessary the District may require that these wastes be physically prevented from discharging into the District's Wastewater System.

8.17.2 National Categorical Pretreatment Standards: Once promulgated, Categorical Standards for a particular industrial subcategory, if more stringent, shall supersede all conflicting discharge limitations contained in this Article 8, Part B, as they apply to that industrial subcategory.

8.17.3 State Requirements: State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those contained elsewhere in this Article 8, Part B.

8.17.4 Dilution Prohibited: **[Reserved]**.

8.18 Insignificant Discharges.

Notwithstanding the prohibitions and limitations contained in Sections 8.17 and 8.18.1 of these Rules and Regulations, the District may allow a proposed discharge to the system if the District determines that the quantity and quality of the discharge, both alone and in conjunction with similar discharges which might be affected by this determination, will have no material effect on the District's operations, including the quality of its effluent or sludges. Approval of the District must be received in writing before the discharge may commence, and the discharge must adhere to any terms and conditions of the District's approval.

Approval of such a discharge is entirely at the discretion of the District and shall not constitute approval of any additional or similar discharges. Disapproval of a proposed discharge by the District shall not be subject to the appeal and hearing procedure set forth in these Rules and Regulations.

8.19 Accidental Or Unusual Discharges.

An accidental or unusual discharge is a discharge which may disrupt Wastewater System treatment processes or operations, damage Wastewater System facilities, cause an NPDES Permit violation at the District's treatment plant or degrade sludge quality excessively, or which differs significantly in quantity or quality from discharges under normal operations.

8.19.1 Accidental Discharge Protection: Each User shall provide protection from accidental or unusual discharges of prohibited materials or other substances regulated by these Rules and Regulations. Infrastructure necessary to prevent accidental discharge of prohibited materials shall be provided and maintained at the Customer or User's own cost and expense.

8.19.2 Notification Requirements:

(a) Telephone Notification. In the case of any accidental or unusual discharge, it is the responsibility of the User to immediately telephone and notify the District and the Service Provider providing sewage services of the incident. The notification shall include the location of discharge, type of waste, concentration and volume, and corrective actions.

(b) Written Notice. Within five (5) days following an accidental or unusual discharge, the User shall submit to the District a detailed written report describing the cause 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 may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the User of any fines, civil penalties, or other liability which may be imposed by these Rules and Regulations or other applicable law.

(c) Notice To Employees. A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees whom to call in the event of an accidental discharge. Employers shall ensure that all employees who may cause or suffer such an accidental discharge to occur are advised of the emergency notification procedure.

8.19.3 Slug Discharge Plan Requirements: **[Reserved]**

8.20 Hazardous Waste Discharge Notification.

Industrial Users shall notify the District, the EPA Regional Waste Management Division Director, and the state hazardous waste authorities in writing of any discharge into the POTW of any substance which, if otherwise disposed of, would be considered a hazardous waste under 40 CFR Part 261. The specific information required to be reported and the time frames in which it is to be reported are found at 40 CFR § 403.12(p).

8.21 Wastewater Contribution Permits.

[Reserved]

8.22 Reporting Requirements For Significant Industrial Users.

[Reserved]

8.23 Monitoring District Facilities.

The District may require to be provided and operated at the User's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of any discharges as necessary to determine compliance with the provisions of these Rules and Regulations.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the User.

The sampling and monitoring facilities shall be provided in accordance with the District's requirements and all applicable local construction standards and specifications. Construction shall be completed within such a time frame as the District shall specify by written notification.

8.24 Information Submittal, Inspection and Sampling.

The District may require any User to submit information as necessary to determine compliance with the requirements of these Rules and Regulations.

The District may inspect the facilities of any User to ascertain whether the requirements of these Rules and Regulations are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the District or its representatives ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying, or in the performance of any of their duties.

The District, the Colorado Department of Public Health and Environment, and EPA shall have the right to set up on the User's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where a User has security measures in force which would require proper identification and clearance before entry into the User's premises, the User shall make necessary arrangements with security guards so that upon presentation of suitable identification, personnel from the District, the Colorado Department of Public Health and Environment, and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

All records relating to compliance with pretreatment standards and requirements shall be made available to officials of the District, the Colorado Department of Health, and EPA upon request.

8.25 Wastewater Treatment.

Users shall provide wastewater treatment as required to comply with the requirements of these Rules and Regulations and shall achieve compliance with all national categorical pretreatment standards within the time limitations as specified by the federal pretreatment regulations. Any facilities required to pretreat wastewater to a level acceptable to the District shall be provided, operated, and maintained at the User's expense.

8.26 Confidential Information.

Information and data on a User obtained from reports, questionnaires, permit applications, permits, monitoring programs, and inspections shall be available to the public or other governmental agency without restriction unless the User specifically designates and is able to demonstrate to the satisfaction of the District that the release of such information would divulge sales or marketing data, processes, or methods of production entitled to protection as "Confidential Business Information" of the User. Wastewater constituents and characteristics will not be recognized as confidential information. It shall be the User's obligation to stamp each page, which has been demonstrated to the District's satisfaction to contain trade secrets, with the words "Confidential Business Information," "Confidential Information," or

“Confidential.” A failure by the User to designate and identify any document in this manner may result in the document losing its protection from disclosure as confidential business information.

Confidential business information shall not be made available for inspection by the public but shall be made available upon request to governmental entities or agencies for uses related to these Rules and Regulations and the District’s National Pollutant Discharge Elimination System and Colorado Discharge Pollutant System (NPDES/CDPS) Permit. Confidential business information shall not be transmitted to any governmental agency or entity for other uses by the District except upon written request and after a ten (10) day notification and right to object is given to the User. Such notification shall not be required in certain circumstances provided for in 40 CFR Part 2. If after a request for public inspection, a person or entity challenges the determination of any record to protection as confidential business information, the User shall cooperate, to the fullest extent possible and at User’s own expense, with the District in the defense of the determination. At the request of the District the user shall, at the User’s expense, provide a defense to such challenge.

8.29 Charges and Fees.

Charges and fees to be assessed against Users will be determined by the District and, where instituted, will be set at a level to allow the District to recover its costs for administering elements of the Pretreatment/Industrial Waste Control Program. Program elements for which charges and fees may be assessed include, but are not limited to, permit applications; monitoring, inspection, and surveillance activities; and general program administration.

ARTICLE 9. VIOLATIONS, PENALTIES, AND COMPLAINTS

9.1 Remedies For Noncompliance; Enforcement.

9.1.1 Customer Violations.

(a) The District shall provide the applicable Service Provider written notice of any Person who, to the District’s best knowledge, is in violation of these Rules and Regulations or a Wastewater Contribution Permit issued or approved hereunder.

(b) The Service Provider shall provide written notice to the District of any Person who is in violation of the Rules and Regulations of the Service Provider and the District or a Wastewater Contribution Permit issued or approved hereunder.

(c) The Person who is in violation shall be responsible for all costs incurred by the District, including costs for fines, legal defense, repair, inspections, equipment necessary to curtail operations, and any and all costs of repair to the District Facilities, if any, caused by the violation.

9.1.2 Service Provider Violations; Pretreatment/Industrial Waste Control Program Noncompliance.

(a) The District shall provide written notice to the Service Provider of its violation of any of these Rules and Regulations or a Wastewater Contribution Permit issued or approved hereunder.

1) If the violation is for late payment of any of the fees, rates, and service charges set forth in **Exhibit A** hereto, as amended from time to time, by the Service Provider, the Service Provider shall be subject to late charges and penalties as set forth on **Exhibit A**, as amended from time to time.

2) If the violation is for non-payment of any of the fees, rates, and service charges set forth in **Exhibit A** hereto, as amended from time to time, by the Service Provider, the District shall have all rights in equity and in law to pursue collection of the fees, rates, or charges, and the Service Provider shall be responsible for payment of all late charges, penalties and costs of collection, including but not limited to, attorney's fees.

(b) If the District determines that a Pretreatment/Industrial Waste Control Program as administered by a Service Provider is not in compliance or that the discharge from a Service Provider is not in compliance with these Rules and Regulations or permits issued hereunder, the District shall issue a notice setting forth the nature of the non-compliance and directing the Service Provider to come into compliance within a period of ten (10) days.

(c) The Service Provider shall be responsible for all costs incurred by the District and any and all costs of repair to the District Facilities, if any, caused by the violation.

(d) If after ten (10) days, the Service Provider has failed or refuses to comply with this notice, the District may issue an additional notice setting forth remedial actions to be taken by the violating Service Provider and a time schedule for attaining compliance with all Pretreatment/ Industrial Waste Control Requirements and Standards. If after thirty (30) days notice, the violating Service Provider has not taken necessary steps to correct the violation, the District may assume in whole or in part Pretreatment/Industrial Waste Control Program responsibilities in lieu of the violating Service Provider. The District may continue in this capacity until the violating Service Provider agrees to the original terms of the notice and any additional terms which the District feels are necessary to ensure ongoing compliance by the Service Provider with all Pretreatment/ Industrial Waste Control Requirements and Standards. The Service Provider shall be liable for all costs associated with the District's assumption of responsibilities on behalf of the Service Provider and the District may recover such costs in any manner permitted by law.

9.1.3 Notice of Violation: Whenever the District determines that any Person has violated or is violating any provision of these Rules and Regulations or a Wastewater Contribution Permit issued or approved hereunder, the District may serve upon such Person a verbal or written notice stating the nature of the violation(s). Where directed to do so by the notice, a plan for the satisfactory correction of the violation(s) shall be submitted to the District by the Person, within a time frame as specified in the notice.

9.1.4 Administrative Orders: Whenever the District determines that any Person has violated or is violating any provision of these Rules and Regulations, or any directives, orders, or permits issued or approved hereunder, the District may serve upon such Person a written order stating the nature of the violation(s), and requiring that the Person correct the violation(s) within a specified period of time; perform such tasks as the District determines are necessary for the Person to correct the violations; or perform such tasks and submit such information as is necessary for the District to evaluate the extent of noncompliance or to determine appropriate enforcement actions to be taken.

9.1.5 Compliance Orders; Compliance Schedules: Whenever the District determines that any Person has violated or is violating any provision of these Rules and Regulations, or any directives, orders or permits issued or approved hereunder, the District may serve upon the Person a written order requiring that the Person submit, within a time frame as specified in the notification, a plan (compliance schedule) for the satisfactory correction of such violation(s).

The compliance schedule must represent the shortest schedule by which the Person will provide additional treatment or perform such other tasks as will enable the Person to consistently comply with applicable requirements. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to compliance (e.g., Hiring an engineer, completing preliminary plans for pretreatment systems, completing final plans, executing contracts for major components, commencing construction, completing construction). In no case shall an increment of progress exceed nine (9) months.

Upon approval by the District, the compliance schedule will be issued to the Person as an administrative order which contains the approved schedule milestones and any applicable reporting requirements. Issuance of a compliance schedule by the District does not release the Person of liability for any violations.

Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the Person shall submit a progress report to the District including, at a minimum, information on whether or not the Person complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason(s) for delay, and the steps being taken by the Person to return to the schedule established.

9.1.6 Emergency Remedies; Suspension of Service: Where a discharge to the Wastewater System reasonably appears to present an imminent endangerment to the health or welfare of persons, or presents or may present an endangerment to the environment, or threatens to interfere with the operation of the District, the District shall immediately initiate investigative procedures to identify the source of the discharge, and take any steps necessary to halt or prevent the discharge. If necessary, the District shall seek injunctive relief against the violating Service Provider and any Customer contributing significantly to the emergency condition.

The District may suspend the wastewater treatment or other service when such suspension is necessary, in the sole opinion of the District, in order to stop an actual or threatened discharge or other condition which presents or may present an imminent or substantial

endangerment to the health or welfare of persons, to the environment, causes pass through or interference or causes the District to violate any condition of its NPDES Permit.

Any Person notified of a suspension of the wastewater treatment or other service shall immediately stop or eliminate the discharge or condition. In the event of a failure of the Person to comply voluntarily with the suspension order, the District shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW System or endangerment to any individuals or the environment. The District shall reinstate the wastewater treatment or other service upon proof of the elimination of the non-complying discharge or condition. A detailed written statement submitted by the Person describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the District within fifteen (15) days of the date of occurrence.

9.1.7 Permit Revocation: **[Reserved]**

9.1.8 Other Penalties: Any Person who is found to have violated any provision of these Rules and Regulations, or any orders or permits issued or approved hereunder, shall be subject to a penalty not to exceed, except as noted herein, ten thousand dollars (\$10,000) for such violation. Each day on which a violation occurs or continues shall be deemed a separate and distinct violation. In the case of violations of monthly or other long-term average discharge limitations, penalties may be assessed for each day in the period covered by the violations.

In addition to the penalties provided herein, the District may recover reasonable attorney's fees, court costs, court reporter's fees, and other expenses of litigation by appropriate suit at law against the Person found to have violated these Rules and Regulations, or the order or permits issued hereunder. Such penalties shall be in addition to any actual damages the District may incur because of such violations.

Where a violation is found to have caused interference or upset, the maximum penalty of \$10,000 per violation as described above may be increased as necessary to allow the District to recover any fines or penalties paid by the District for NPDES Permit violations due to the interference or upset.

In no event will the amounts due to the District under this Article exceed any statutory limits on interest or penalties, if any.

9.1.9 Legal Action: If any person discharges sewage, industrial wastes or other wastes into the District's Water or Wastewater System contrary to the provisions of these Rules and Regulations, or any orders or permits issued hereunder, the District's attorney may commence an action for appropriate legal and/or equitable relief in any court of competent jurisdiction in Weld County, Colorado.

9.2 Appeals: A Service Provider may appeal the District's decision by filing with the District a written notice of appeal within ten (10) days after the decision has been received. Such notice shall set forth in detail the grounds therefore. In the event of failure to provide such written notice of appeal within said ten (10) day period, the District's decision shall become

final. The District shall consider such appeal at the regularly scheduled or special board meeting to be held within thirty (30) day as of the filing of the notice of appeal.

The Service Provider may present evidence to the District Board at the meeting where the appeal is being considered. The District Board will then consider all evidence submitted to it by the Service Provider and any other witnesses that may be called. The District Board shall have the right to reasonably limit the time and manner of the presentation hereunder. Within fifteen (15) days after the District Board hears and considers the appeal, the District Board shall enter a written ruling based thereon, a copy of which ruling shall be delivered to the Service Provider. In the event that the decision is adverse to the Service Provider, all administrative remedies shall be deemed to have been exhausted.

ARTICLE 10.
CROSS-CONNECTION CONTROL AND
BACKFLOW CONTROL POLICY AND REGULATIONS

10.1 General.

10.1.1 Policy: It is the intent of the District to protect the District Water System from contamination or pollution by backflow from a Service Provider's or Customer's internal distribution system or private water system, and to provide for the maintenance of a continuing program of cross connection control, which will systematically prevent the contamination or pollution of the District Water System as provided in **Exhibit D-1** hereto.

10.1.2 Responsibility:

(a) The District may delegate the responsibility for implementing a cross connection control program in accordance with this Article and for enforcement thereof. If a backflow prevention device is required at a Water or Wastewater Connection Point or at the point of connection from any Service Provider's system to any Customer's premises for the protection of the District Water System, District shall give notice in writing to the Customer to install an approved backflow prevention device at each service connection to the premises. The Customer shall install an approved device or devices at the owner's own expense.

(b) No provision of this article exempts the Customer from the cross connection control provisions for internal water distribution systems as contained in the Uniform Plumbing Code, which is hereby adopted and incorporated by reference.

10.1.3 Service Provider Requirements: Every Service Provider shall adopt policies and regulations for cross-connection control and backflow control sufficient to:

(a) To protect the District's Water System and the water systems of Service Providers from the possibility of contamination or pollution by backflow or backsiphonage.

(b) To promote the elimination or control of existing cross-connections, actual or potential, between its Customers' potable water system(s) and non-potable water systems, plumbing fixtures and industrial piping systems.

(c) To provide for the maintenance of a continuing program of cross-connection and backflow control, which will systematically and effectively prevent the contamination or pollution of any potable water system

ARTICLE 11.
MISCELLANEOUS

11.1 Liability:

11.1.1 District Not Liable: No claim for damage shall be made against the District, and the District and its officials and employees shall not be liable by reason of damage resulting from, but not limited to, any of the following: breaking of any water or wastewater service line, supply line, main line, pipe, cock or meter by any employee of the District; failure of the water supply; shutting off or turning on water in the water main lines; the making of connections or extensions; damage caused by water running or escaping from facilities not owned by the District; damage to water heaters, boilers, or other appliances resulting from shutting water off, or from turning it on, or from inadequate, sporadic and excessive pressures; blockage in the system causing the backup of sewage; breakage of main lines by District personnel; interruption of water or wastewater service and the conditions resulting therefrom where said interruption of service is brought about by request of claimant, or by circumstances beyond the District's control; failure of District Facilities or Service Provider or Customer water and/or wastewater facilities to be located where the District's map indicates they should be; the shutting off of a sewer lift station and possible backflow resulting therefrom; failure to obtain access to isolation valves; or for taking certain actions with respect to the water or wastewater Systems of the District deemed necessary by the Board of Directors or its agents. This paragraph shall not relieve the District from liability for negligence of its employees, if such liability would otherwise have existed. The Service Provider is responsible to make these limitations known to their Customers at or before commencement of service.

11.1.2 District Not Responsible for Damages: These Rules and Regulations shall not be construed to hold the District in any manner responsible for any damages to persons or property resulting from any inspections as herein authorized or resulting from the issuance or denial of any permit or failure to approve any Agreement as herein provided, or resulting from the institution of court action as allowed by law, or the forbearance by the District to so proceed.

11.1.3 Officials Not Liable: Any District official or employee, charged with the enforcement of these Rules and Regulations, acting in good faith and without malice on behalf of the District in the discharge of his official duties, shall not thereby render himself or herself personally liable for any damages that may accrue to persons or property resulting from any such act or omission committed in the discharge of such duties. Any suit or proceeding instituted against such official or employee, stemming from any act or omission performed by him in the enforcement or attempted enforcement of any provision of these Rules and Regulations, shall be defended by the District until final termination of the proceedings, in such a manner as to be consistent with the District's resolution indemnifying such officials and employees.

11.1.4 Non-Liability for Work of Others: The District does not assume any liability for any work performed by others. No claim shall be made against the District or any of

its officers or employees on account of errors of omission or commission made by the District's licensees or independent contractors.

11.1.5 Indemnity: The Service Provider(s) shall indemnify and hold harmless the District from any losses or damages or claims that may directly or indirectly be occasioned by the installation or operation of any of the Service Provider's facilities or that may arise out of or in connection with any claim against the District resulting from the installation or operation of the Service Provider's facilities or those of their customers. These indemnities shall include all costs for repair or replacement of facilities and all attorneys' fees incurred by the District in defending against such claims.

11.1.6 Non-Waiver: The foregoing indemnity provision, nor any provisions of any contract or other service agreement, shall not constitute a waiver by the District of the defense of sovereign immunity or the Colorado Governmental Immunity Act, or any other defenses it may have to an action against the District, its officials or employees, nor a waiver of its insurance coverage.

11.1.7 Notices and Written Submissions: Any notice, written submission, report or other documentation required under these Rules and Regulations or any Agreement shall be provided to the District by first class, United States mail ("Mail") or by facsimile and/or electronically-confirmed email transmission followed by Mail, addressed as shown in **Exhibit E**, as it may be amended from time to time. Notwithstanding any provisions herein to the contrary, the District may modify **Exhibit E** to reflect changes in the pertinent contact information upon adoption of a resolution by a majority of the Board of Directors of the District at a public meeting without the need to amend or replace these Rules and Regulations in their entirety.

EXHIBIT A

Schedule of Fees, Rates and Charges

RESOLUTION NO. 2020-10 - 03

**RESOLUTION OF THE BOARD OF DIRECTORS OF RESOURCE COLORADO
WATER & SANITATION METROPOLITAN DISTRICT ADOPTING FEES**

A. Resource Colorado Water & Sanitation Metropolitan District (“**Resource**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to its Service Plan approved by the Board of County Commissioners of Weld County, Colorado, on August 25, 2004.

B. Per its Service Plan, Resource is authorized to provide water and wastewater services to municipalities, counties, special districts, water companies, ditch companies, and state, local, and private entities (“**Service Providers**”), such as the Pioneer Community Authority Board (the “**CAB**”), who will then distribute the water, collect sewage, and otherwise service and bill the individual residential or commercial users or customers (“**Customers**”).

C. Resource’s service area and/or boundaries include property currently within the boundaries of the Pioneer Districts (defined below) that is coextensive with the CAB’s service area.

D. The CAB is an authority and separate legal entity created pursuant to Section 29-1-203, C.R.S., and in conformity with Section 29-1-203.5, C.R.S., and that certain Pioneer Community Authority Board Establishment Agreement, made and entered into effective August 26, 2020, as amended and restated effective September 30, 2020, and as the same may be amended or modified from time to time (the “**CABEA**”), by and between the Pioneer Metropolitan District Nos. 1-6 and Pioneer Regional Metropolitan District (collectively, the “**Pioneer Districts**”).

E. The Pioneer Districts operate pursuant to the authority granted by each Pioneer District’s respective Service Plan, approved by the Board of County Commissioners of Weld County, Colorado, on February 6, 2006, and as amended from time to time (collectively, the “**Service Plans**”).

F. Under the CABEA and subject to the provisions therein, the CAB is authorized to finance, plan for, design, construct, furnish, own, operate, and maintain certain public improvements and to provide certain services authorized by the Service Plans (the “**Pioneer Improvements**”), and the Pioneer Districts will contribute to the costs of constructing, operating, and maintaining the Pioneer Improvements from their taxes and fees.

G. Resource, the CAB, and Pioneer Metropolitan District No. 3 anticipate entering into a separate intergovernmental agreement (the “**Water and Wastewater Service IGA**”) setting forth each entity’s rights and obligations concerning Resource’s provision of wholesale water and sanitation services to the CAB as a Service Provider and the CAB’s financing, construction, operation, and maintenance of the Pioneer Improvements, including those to be conveyed to Resource when complete (the “**Resource Improvements**”).

H. Per the CABEA and the anticipated terms of the proposed Water and Wastewater Service IGA, it is expected that (1) the Resource Fees and Charges (defined below) will be

limited to service fees charged to the CAB relating to administration and compliance with Resource's Service Plan, applicable law, and agreements, and the CAB will collect and remit the Resource Fees and Charges to Resource; and (2) the CAB will impose and collect the remainder of fees and charges relating to the financing, construction, operation, and maintenance of the Pioneer Improvements (the "**CAB Fees and Charges**").

I. Resource may impose the Resource Fees and Charges to pay for the administrative and operational costs arising from providing, operating, and maintaining the Pioneer Improvements, including the Resource Improvements, pursuant to the authority granted under Resource's Service Plan, Title 32, Article I, Part 10, C.R.S., and Section 29-1-203, C.R.S.

J. Resource has determined that it is necessary and in the best interest of itself, the CAB, and the owners and users of property within the boundaries of Resource and the CAB to impose the Resource Fees and Charges as set forth below in order to provide funding for the installation, administration, operation, and maintenance of the Pioneer Improvements.

K. Per the anticipated Water and Wastewater IGA, the CAB shall cause a rate study to be prepared from time to time in order to determine the appropriate rates, fees, and charges relating to providing water and wastewater service to the Property. Resource and the CAB expect to periodically assess whether adjustments are needed concerning the Resource Fees and Charges (defined below) and the CAB Fees and Charges in connection with the rate studies.

L. Resource intends to incorporate, by a separate, subsequent resolution, this Resolution into the Rules and Regulations adopted by Resource most recently on April 11, 2007, as they may be amended or modified from time to time (the "**Resource Rules and Regulations**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF RESOURCE COLORADO WATER & SANITATION METROPOLITAN DISTRICT, COUNTY OF WELD, COLORADO:

1. The Board of Directors of Resource hereby determines that it is in the best interests of Resource, the CAB, and the taxpayers and inhabitants of the Pioneer Districts to impose the following service fee onto the CAB relating to the administration and provision of the Pioneer Improvements, including compliance with Resource's Service Plan, applicable law, and agreements (the "**Resource Fees and Charges**").

2. The Board hereby imposes the Resource Fees and Charges in the amount of Fifty Thousand Dollars (\$50,000.00) to be paid by the CAB to Resource beginning on December 1, 2020, on a prorated basis for the period beginning on the effective date of this resolution set forth below through December 31, 2020, and each year thereafter on each June 1 in the full amount of Fifty Thousand Dollars (\$50,000.00).

3. The Board may, in its sole discretion, increase the amounts and rates of the Resource Fees and Charges by amendment(s) to this Resolution from time to time, which Resolution shall be effective as set forth in such subsequent Resolution and may or may not be recorded. For current information regarding the amounts and rates of the Resource Fees and

Charges and to request a copy of the most recent CAB rate study contact the CAB's General Counsel, McGeady Becher, P.C. 450 East 17th Ave, Suite 400, Denver, Colorado 80203.

4. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

5. All provisions of the Resource Rules and Regulations not expressly modified by this Resolution shall remain unchanged and in full force and effect. In the event of any express conflict or inconsistency between the terms of the Resource Rules and Regulations and this Resolution, this Resolution shall control and govern.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO RESOLUTION OF THE
BOARD OF DIRECTORS OF RESOURCE COLORADO WATER & SANITATION
METROPOLITAN DISTRICT ADOPTING CERTAIN FEES AND SERVICE CHARGES**

ADOPTED AND APPROVED this 23rd day of October, 2020.

**RESOURCE COLORADO WATER &
SANITATION METROPOLITAN
DISTRICT**

By: *Jon Deane*

President

Attest:

John M. Todd

Secretary

EXHIBIT B

Pretreatment Discharge Standard to Limit the Discharge of Harmful Wastes into the District's Facilities

Grease Interceptors/Traps and Sand/Oil Interceptors/Traps

References to customers in this Exhibit B shall mean service users of the District's Wastewater System pursuant to service agreements between the District and Service Providers. Where these provisions reference the District's right to inspect and enforce these Rules and Regulations, approve connections or otherwise inspect customer use of the Wastewater System, such reference shall not be construed to create a right in the District to provide water or wastewater service directly to individual customers or service users. The District's provision of Water and Wastewater Services shall at all times be pursuant to agreements with Service Providers and the District may apply and enforce these Rules and Regulations or cause the Service Provider to take such action on behalf of the District pursuant to these Rules and Regulations.

GREASE INTERCEPTORS/TRAPS

APPLICATION

This Pretreatment Discharge Standard (PDS) for Food Service Operations defines the local limits, grease interceptor design requirements, and management practices for such facilities. Food service operations subject to this standard include, but are not limited to restaurants, commercial kitchens, cafeterias, food processors, grocery store deli and dairies, schools, fraternal organizations, churches, hospitals, daycare centers, or any other facilities which have the capability to engage in food preparation which are also discharging into a sewer connected to a wastewater treatment facility.

This PDS applies to food service operations that:

1. utilize kitchen equipment that discharges oil and grease; or
2. discharge non-domestic waste exceeding the following local limits; or
3. are qualified by the Engineer of the Resource Colorado Water & Sanitation Metropolitan District ("District") to fall under this category.

LOCAL LIMITS

Food Service Operations (hereafter known as customers) shall not discharge waste which at the point of discharge into a sewer contains:

1. oil and grease in a concentration that is in excess of 75 milligrams per liter as analyzed in a grab or continuous sample;
2. suspended solids in a concentration that is in excess of 350 milligrams per liter as analyzed in a grab or continuous sample;
3. 5-day biochemical oxygen demand (BOD5) in a concentration that is in excess of 350 milligrams per liter in a grab or continuous sample;
4. prohibited waste, restricted waste, special waste, as defined by local, state or federal regulations; or
5. storm water.

GREASE INTERCEPTORS

The oil and grease interceptor design shall adhere to the following requirements established by the District and shall be subject to approval by the District's Engineer. Oil and grease interceptors not able to achieve compliance with the District's standards shall be subject to modification and/or replacement. Grease interceptors are required to be installed and maintained by the customer.

Variances

Existing businesses not contributing significant quantities of oil and grease wastes to the collection system may apply for a variance to the grease interceptor requirement, subject to approval by the District. The variance shall apply strictly to the named business owner/operator located at the named business address, subject to an initial inspection and approval by the District. Businesses subject to the variance may include, but not limited to, delicatessens, sandwich shops, and pizza take outs, whereas other than the preparation of pre-cooked meals, no cooking would take place.

Design and Installation

Oil and grease interceptors must be approved by the District prior to installation. This is to ensure that the interceptor meets the District's sizing, design (see the following Detail Drawing PDS001A), and specification requirements as outlined below, as well as any applicable construction standards and plumbing codes. The following information must be submitted to the District's Engineer to obtain approval:

- Detailed plans of interceptor and piping
- Number and type of fixtures connected
- Proposed interceptor location
- Proposed interceptor size
- Sizing calculations

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Sizing Criteria for Food Grade Oil & Grease Interceptors

The basic formula is: (turnover rate) x (categorical use factor (CUF)) x 2.5 (gal. of water) x (seating capacity). The varying sizing applications have been broken into the following categories:

Customer Category	Sizing Formula	Comments
RESTAURANT/CAFETERIA (<u>Equipment</u> : one grill, one fryer, one to three ovens.)	2.0 x 1.0 x 2.5 x Seating	<ol style="list-style-type: none"> 1. Full or limited service with the capability to serve or prepare 100 or more meals per day. 2. Plumbing fixtures: one pot sink, one 2 or 3 compartment sink, one hand sink, one mop sink, one floor sink, and one dishwasher. 3. For each food disposal and additional dishwasher that is directed to the Grease Interceptor, there will be a factor of <u>.25</u> added to the CUF. 4. Equipment: For each additional "wok" stove, deep fryer, and grill, there will be a factor of <u>.50</u> added to the categorical factor. 5. MINIMUM ACCEPTABLE INTERCEPTOR SIZE IS 750 GALLONS
HOSPITALS/SCHOOLS	2.0 x .75 x 2.5 x bed/seating	<ol style="list-style-type: none"> 1. A value of <u>.25</u> will be added to the Categorical Use Factor for each dishwasher or garbage disposal directed to the Grease Interceptor above the number of one each. 2. A value of <u>.50</u> will be added to the C.U.F. for each additional deep fryer or grill above the number of one each. 3. MINIMUM ACCEPTABLE INTERCEPTOR SIZE IS 750 GALLONS
INSTITUTIONS/CARE FACILITIES	2.0 x 1.0 x 2.5 x bed/seating	<ol style="list-style-type: none"> 1. A value of <u>.25</u> will be added to the Categorical Use Factor for each dishwasher or garbage disposal directed to the Grease Interceptor above the number of one each. 2. A value of <u>.50</u> will be added to the C.U.F. for each additional deep fryer or grill above the number of one each. 3. Minimum Acceptable Interceptor Size is 750 Gallons

Customer Category	Sizing Formula	Comments
DELI STORES SUPERMARKETS, BUTCHERS, and BAKERIES (with meat cutting capabilities)	(Hours of operation) x 4.0 x 10	1. For each of the following conditions, a factor of <u>.50</u> is to be added to the C.U.F. value of 4.0 when dealing with meat cutting: <ol style="list-style-type: none"> 1. more than one floor drain 2. complete cooking of meats 2. When dealing with retail-type bakeries or supermarkets that have bakery facilities in addition to a deli and/or meat cutting, the bakery shall be sized separately using the same formula as above with the dejection of the .50 adjustment for the cooking of meats. 3. There is an adjustment of an addition of <u>1.5</u> to the C.F.U. when dealing with bakeries that are wholesale only, or are of the industrial classification. 4. Minimum Acceptable Interceptor Size is 750 Gallons
FOOD COURTS and "COMMON" TRAPS		1. Each case shall be sized by separating each of the potential contributors into its own category then combining the operations for a total trap size. 2. Minimum Acceptable Interceptor Size is 750 Gallons
COMMISARIES, COMMERCIAL KITCHENS and CATERERS		1. These must be sized on an individual basis. However, it should be noted that the minimum acceptable size for a commercial kitchen shall be 1500 gallons
FOOD MANUFACTURERS		1. Each case shall be evaluated separately. Whenever a manufacturing operation is evaluated, it must be noted that a Control Manhole will be required in most cases in addition to a minimum of 1500 gallon Grease

Connections to Grease Interceptors

An operator of a food service operation shall have the following fixtures connected to the grease interceptor system:

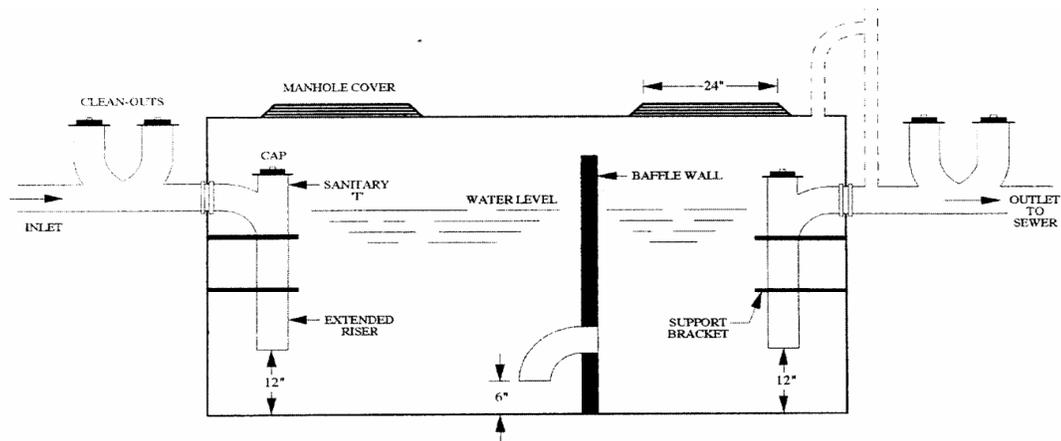
- a. sinks used for washing pots, pans, dishes, cutlery and kitchen utensils;
- b. drains serving self-cleaning exhaust hoods installed over commercial cooking equipment;
- c. drains serving commercial cooking equipment that discharges oil and grease;
- d. drains serving any garbage compactor used to compact waste that may contain, or be contaminated with, food waste; or
- e. other fixtures that discharge wastewater containing oil and grease.

The following fixtures shall not be connected to a grease interceptor:

- a. toilets, urinals, clothing washers and hand sinks;
- b. roof drains or other storm drains.

1) Detail Drawing PDS001A

a) Diagram of an Approved Food Grade Oil & Grease Interceptor



INTERCEPTOR SPECIFICATIONS

1. Concrete lid and base of interceptor shall be a minimum of 8" thick. Sidewalls shall be a minimum of 5" thick. Baffle wall shall be a minimum of 3" thick. Submit variances to the District for approval.
2. Baffle wall shall extend a minimum of 10" above water level.
3. PVC screw plug clean outs shall be taken to grade and protected by a cast iron lamp hole cover with a locking lid marked "sewer". Lamp hole covers shall be secured in a square concrete pad. The concrete pad shall extend 12" beyond the center of each cleanout and have a depth equal to the lamp hole cover. Concrete pad to be poured at time of final grade.
4. Inlet invert shall be a minimum of 2" higher than outlet invert.
5. Vent may be cast iron or PVC, schedule 40, taken to 6" above roof line or grade depending on location.
6. Interceptor shall be bedded in a minimum of 6" of ¾" crushed rock.
7. Grease capacity rated for large compartment only. Secondary compartment has volume equal to 1/3 of total capacity.
8. No bolt down covers allowed without permission from the District.
9. Within trap, all pipe and fittings shall be solvent welded schedule 40 PVC min. 3" diameter.
10. Fill with clean water prior to start up of system.
11. Gray water use only; black water shall be carried by separate sewer.
12. A sampling tee shall be located following the outlet of an interceptor prior to discharge of other waste in the customer's collection line. The tee shall be a minimum of four inches (4") in diameter, installed at right angles to and vertically above the flow of the sewer pipe. Location shall be readily and easily accessible at all times

General Specifications For Grease Interceptors

PRE-CAST CONCRETE INTERCEPTORS

Pre-cast interceptors shall conform to the size, shape, form, and details shown on the plans. Concrete for pre-cast units shall be Class A concrete defined in the following specifications. All units shall be adequate to withstand AASHTO H-20 (44.30% impact, soil weight = 130 pcf, equivalent fluid pressure = 55 pcf) loading and shall be designed in accordance with ACI 301 and ASTM C-858. All structures not specified in the standard detail shall be submitted to the District for approval as a shop drawing at least 3 weeks prior to installation

A flexible plastic joint sealing compound shall be used for any tongue and the groove joints to provide a watertight joint. The performing flexible plastic joint sealing compound shall meet Federal Specifications SS-S-210 and AASHTO M198 75 1, Type B. The sealing compound shall show no visible deterioration when immersed separately in a solution of acid, alkalize and saturated hydrogen sulfide for a period of 30 days. The plastic gasket shall be "Ram-Nek" as manufactured by Henry Co. or an approved equal.

All piping within these interceptors shall be solvent weld PVC – SCH 40 DWV. Vertical influent and effluent piping shall be secured to the interceptor walls with non-corroding support brackets.

Interceptors installed in a parking lot or a roadway shall have manhole rings and covers raised to grade by using pre-cast concrete riser rings that are a minimum of 6" wide.

Cast-In-Place Concrete Interceptors:

All cast-in-place grease interceptors shall be designed using the same loading criteria as for pre-cast interceptors. Each interceptor shall be designed by a registered Professional Engineer. For each cast-in-place interceptor, there shall be three sets of wet stamped structural plans submitted to the District for approval.

MANHOLE RINGS AND COVERS

Manhole rings and covers shall be cast iron in accordance with ASTM A-48, Class 35 B. Twenty-four inch diameter assemblies shall be Neenah-1706, or approved equal, style with a combined weight of not less than 400 pounds (approx. distribution: Frame 235 lbs., Lid 165 lbs.) Covers shall be checkered with letters designating "sewer". All bearing surfaces shall be machined. Manhole lids shall be manufactured with a 1" wide elongated oval lifting hole. Manhole lids with more than one lifting hole shall not be accepted. Rim elevation shall be 2" to 4" above grade in open space and shall be 0" to ½" below grade of any finished surface.

LOCATION

A grease interceptor must be located in a readily and easily accessible area that will not be blocked by vehicular traffic, structural members, or submerged by storm water.

MAINTENANCE

The customer shall maintain all grease interceptors installed in connection with the food service operation in accordance with the manufacturer's recommendations for proper function.

The grease interceptor must be evacuated entirely when the depth of waste grease in the first pit is 25% of the total depth of the interceptor (e.g. if the operating depth is 30 inches, the interceptor must be pumped when grease layer is 7.5 inches). All grease interceptors must be evacuated at a minimum of every 3 months unless, grease accumulation (25% of depth) requires more frequent evacuation or, subject to approval by the District, it is determined that less frequent pumping is sufficient.

Customers shall not dispose of oil or grease from a grease interceptor to a sewer. All cleaning or grease removal shall be accomplished by employing vacuum trucks and the contents shall be hauled and disposed of properly and legally off-site and in accordance with all Federal and Local laws and ordinances.

Customers must not use or permit the use of chemical agents, enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through a grease interceptor. Use of these products can cause grease to pass through the interceptor and reaccumulate downstream causing costly sewer main blockages.

BEST MANAGEMENT PRACTICES

Existing sources (entities established prior to the enforcement of this standard) not connected to grease interceptors or those sources connected to in-line interior grease traps, which contribute significant quantities of oil and grease wastes, shall be required to implement Best Management Practices (BMPs). In the event BMPs do not successfully reduce quantities of oil and grease wastes being introduced to the collection system, those sources shall be subject to installation of approved grease interceptors. BMP inspections shall include, however are not limited to, the following:

1. Identification and description of plumbing fixtures
2. Identification of facility grease reduction procedures
3. Identification of facility grease rendering container, where applicable
4. Identification of in-line interior grease trap, where applicable
5. Verification of in-line interior grease trap maintenance records, where applicable
6. Identification of bacterial or enzymatic uses
7. Facility seating capacity
8. Facility hours of operation
9. Facility schedule of routine drain line maintenance

OUTDOOR GARBAGE COMPACTORS

An owner of an outdoor garbage compactor installation connected to a sewer must install works as necessary to prevent rainwater from entering the drain connected to the sewer.

SAMPLING

At the request of the District, the customer shall confirm the operation of any grease interceptor via analytical testing. This testing shall be performed by an accredited laboratory, and paid for by the customer.

RECORD KEEPING AND RETENTION

Customers must keep a record of all grease interceptor inspection and maintenance activities at the facility where the interceptor is located. Such records shall remain on file for no less than two years and be readily available for inspection by the District. The records shall contain the following:

- a. the date of inspection or maintenance;
- b. the maintenance conducted;
- c. the type and quantity of material removed from the grease interceptor; and
- d. the location of disposal of the material removed from the grease interceptor.

INSPECTIONS

The District shall inspect all grease interceptors to ensure compliance with the District's requirements. The inspection frequency shall be, at a minimum, every 6 months, unless the District determines, at its discretion, more or less frequent inspections are required. The inspection criteria shall include, however is not limited to, the following:

1. Location and accessibility
2. Approximate capacity
3. Identification of inlet and outlet compartments, where applicable
4. Identification of inlet and outlet piping systems
5. Identification of bacterial or enzymatic uses
6. Approximate depth of accumulated solids and grease layer
7. Verification of maintenance records

The District shall provide written notices to all businesses following inspections. Those businesses determined to be in violation of the District's requirements shall be provided a written notice of non-compliance. Deficiencies found during the inspection shall be corrected by the customer within two weeks of the date of the inspection unless other arrangements are made with the District. Follow-up inspections shall be completed to ensure compliance. Failure to comply may result in fines or may cause the sewer service to the premises in question to be terminated.

SAND/OIL REMOVAL OPERATIONS

APPLICATION

The following standard for sand/oil removal operations defines the local limits, sand/oil interceptor design requirements, and management requirements for waste discharged from mechanical repair shops, automobile service stations, garden nurseries, warehouses, oil and lube centers, car washes/detail centers, parking garages, machine shops, paint spray booths, and other facilities (where the removal of inert solids and/or mechanical lubricants is a primary or supporting operation) with the potential to discharge into a sewer connected to a wastewater treatment facility.

This standard applies to sand/oil removal operations that:

1. utilize hydraulic washing equipment or mechanical lubricants and/or floor drains that collect and discharge inert solids and oils; or
2. discharge non-domestic waste exceeding the following local limits; or
3. are qualified by the District's Engineer to fall under this category.

LOCAL LIMITS

Sand/Oil removal operations (hereafter known as customers) shall not discharge waste, which at the point of discharge into a sewer, contains:

4. oil and grease in a concentration that is in excess of 75 milligrams per liter as analyzed in a grab or continuous sample;
5. prohibited waste, restricted waste, special waste, as defined by local, state or federal regulations
6. storm water.

SAND/OIL INTERCEPTORS

Sand/Oil interceptors are required to be installed and maintained by the customer. Sand/oil interceptor design and installation shall conform to the following standards. Sand/oil interceptors not able to achieve compliance with the District's standards shall be subject to modification and/or replacement.

Variances

Existing businesses not contributing significant quantities of inert solids or oil wastes to the collection system may apply for a variance to the sand/oil interceptor requirement, subject to approval by the District. The variance shall apply strictly to the named business owner/operator located at the named business address, subject to an initial inspection and approval by the District.

Design and Installation

Sand/oil interceptors must be approved by the District prior to installation. This is to ensure that the interceptor meets the District's sizing, design (see the following Detail Drawing PDS002A), and specification requirements as outlined below, as well as any applicable construction standards and plumbing codes. The following information must be submitted to the District's Engineer to obtain approval:

- Detailed plans of interceptor and piping
- Number and type of fixtures connected
- Proposed interceptor location
- Proposed interceptor size
- Sizing calculations

Sizing Criteria for Sand/Oil Interceptors

The basic formula is: (building surface area in sq. ft.) x (ratio of interceptor capacity (cu.ft.) to building surface area in sq.ft.).

Customer Category	Sizing Formula	Comments
Steam Cleaning, Truck Washes, Heavy Equipment Washes, Garden Nurseries, Automatic Car Washes	Building Area sq.ft. x 1 cu.ft. /15 sq ft	1. Minimum sizes is 750 gallons
Manual Car Wash, Automotive Service Garages	Building Area sq.ft.x 1 cu. ft. / 75 sq.ft.	1. Minimum sizes is 750 gallons
Machine Shop	Building Area sq.ft. x 1 cu.ft./100 sq.ft.	1. Minimum sizes is 750 gallons
Paint Spray Booths	Building Area sq.ft. x 1 cu.ft./250 sq.ft.	1. Minimum sizes is 750 gallons
Printers	Building Area sq.ft. x 1 cu.ft/300 sq. ft.	1. Minimum sizes is 750 gallons
Warehouses, Parking Garage (where floors are to be washed)	Building Area sq.ft. x 1 cu.ft/2000 sq.ft.	1. Minimum sizes is 750 gallons
Parking Garage (where tenants cars are to be washed)	Building Area sq.ft. x 1 cu.ft/3000 sq.ft.	1. Minimum sizes is 750 gallons
Parking Garage (no water outlets except fire sprinklers)	Building Area sq.ft. x 1 cu.ft/4000 sq.ft.	1. Minimum sizes is 750 gallons

Connections to Sand/oil Interceptors

Customers shall have the following fixtures connected to the sand/oil interceptor system:

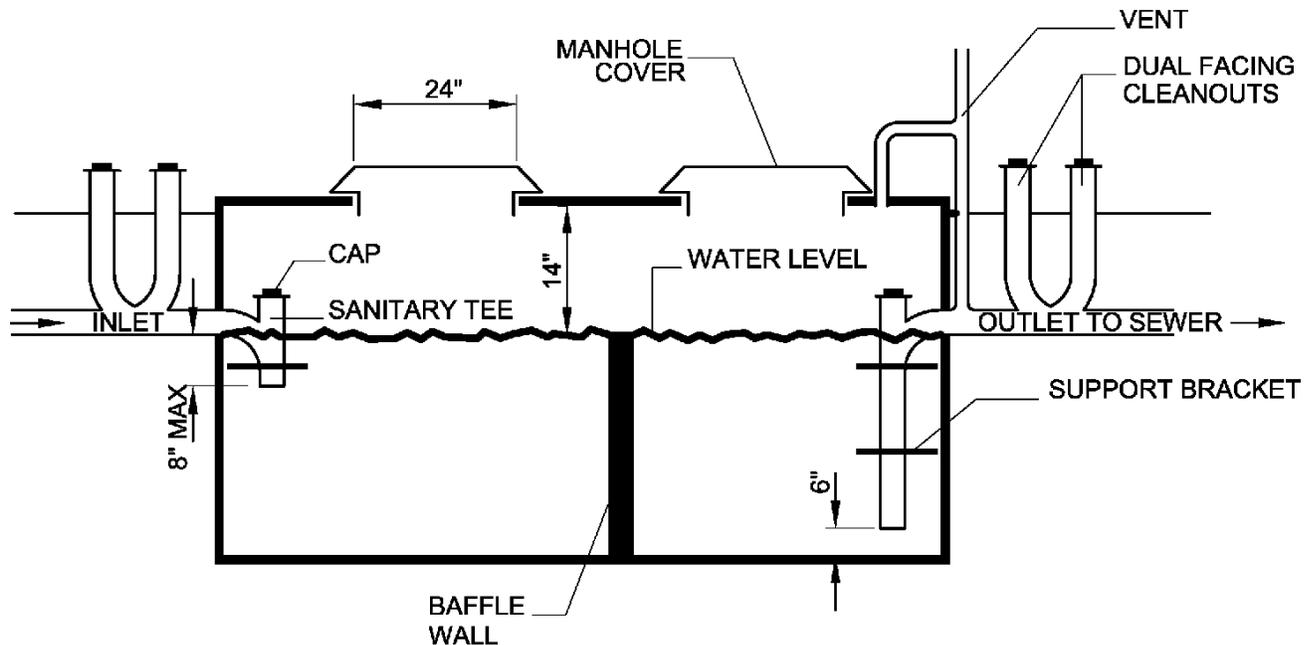
- f. Floor drains, sinks for washing parts/equipment, drains serving automatic washing equipment or
- g. Other fixtures that discharge wastewater containing sand and/or oil.

The following fixtures shall not be connected to a sand/oil interceptor:

- a. toilets, urinals, kitchen sinks, hand sinks, dishwashers, clothing washers;
- b. roof drains or other storm drain.

Detail Drawing PDS002A

Diagram of an Approved Sand/Oil/Water Separator



1. Concrete lid and base of interceptor shall be a min. of 8" thick. Side walls shall be a min. of 5" thick. Baffle wall shall be a min. of 3" thick. Submit variances to the District for approval.
2. Top of baffle wall shall match water level.
3. PVC screw plug clean outs shall be taken to grade and protected by a cast iron lamp hole cover with a locking lid marked "sewer". Lamp hole covers shall be secured in a square concrete pad. The concrete pad shall extend 12" beyond the center of each cleanout and have a depth equal to the lamp hole cover. Concrete pad to be poured at the time of final grade.
4. Inlet invert shall be a min. of 2" higher than the outlet invert.
5. Vent may be cast iron or PVC, Schedule 40, taken to 6" above roof line or grade depending on location.
6. Interceptor shall be bedded in a min. of 6" of 3/4" crushed rock.
7. Secondary compartment has volume equal to 1/3 of total capacity.
8. No bolt down covers allowed without permission of the District.
9. Within separator, all pipe and fittings shall be solvent welded Schedule 40 PVC min. 3" diameter.
10. Walls and bottom reinforced throughout w/ 2x16 6/10 remesh.
11. Fill and clean water prior to start up of system.
12. Gray water use only; black water shall be carried by separate sewer.
13. A sampling tee shall be located following the outlet of an interceptor prior to discharge of other waste in the customer's collection line. The tee shall be a minimum of 4 inches in diameter, installed at right angles to and vertically above the flow of the sewer pipe. Location shall be readily and easily accessible at all times.

General Specifications For Sand/oil Interceptors

PRE-CAST CONCRETE INTERCEPTORS

Pre-cast interceptors shall conform to the size, shape, form, and details shown on the plans. Concrete for pre-cast units shall be Class A concrete defined in the following specifications. All units shall be adequate to withstand AASHTO H-20 (44.30% impact, soil weight = 130 pcf, equivalent fluid pressure = 55 pcf) loading and shall be designed in accordance with ACI 301 and ASTM C-858. All structures not specified in the standard detail shall be submitted to THE DISTRICT for approval as a shop drawing at least 3 weeks prior to installation

A flexible plastic joint sealing compound shall be used for any tongue and the groove joints to provide a watertight joint. The performing flexible plastic joint sealing compound shall meet Federal Specifications SS-S-210 and AASHTO M198 75 1, Type B. The sealing compound shall show no visible deterioration when immersed separately in a solution of acid, alkalize and saturated hydrogen sulfide for a period of 30 days. The plastic gasket shall be "Ram-Nek" as manufactured by Henry Co. or an approved equal.

All piping within these interceptors shall be solvent weld PVC – SCH 40 DWV. Vertical influent and effluent piping shall be secured to the interceptor walls with non-corroding support brackets.

Interceptors installed in a parking lot or a roadway shall have manhole rings and covers raised to grade by using pre-cast concrete riser rings that are a minimum of 6" wide.

Cast-In-Place Concrete Interceptors:

All cast-in-place sand/oil interceptors shall be designed using the same loading criteria as for pre-cast interceptors. Each interceptor shall be designed by a registered Professional Engineer. For each cast-in-place interceptor, there shall be three sets of wet stamped structural plans submitted to the District for approval.

MANHOLE RINGS AND COVERS

Manhole rings and covers shall be cast iron in accordance with ASTM A-48, Class 35 B. Twenty-four inch diameter assemblies shall be Neenah-1706, or approved equal, style with a combined weight of not less than 400 pounds (approx. distribution: Frame 235 lbs., Lid 165 lbs.) Covers shall be checkered with letters designating "sewer". All bearing surfaces shall be machined. Manhole lids shall be manufactured with a 1" wide elongated oval lifting hole. Manhole lids with more than one lifting hole shall not be accepted. Rim elevation shall be 2" to 4" above grade in open space and shall be 0" to ½" below grade of any finished surface.

LOCATION

A sand/oil interceptor must be located in a readily and easily accessible area that will not be blocked by vehicular traffic or structural members.

MAINTENANCE

The customer shall maintain all sand/oil interceptors in accordance with the manufacturer's recommendations for proper function.

Customers must not permit oil to accumulate in excess of the lesser of six inches or 25% of the wetted height of the sand/oil interceptor. Customers must not permit sand to accumulate to a height greater than 12 inches below the inlet sanitary tee discharge point.

Customers shall not dispose of sand or oil from a sand/oil interceptor to a sewer. All cleaning or sand/oil removal shall be accomplished by employing vactor trucks and the contents shall be hauled and disposed of properly and legally off-site and in accordance with all Federal and Local laws and ordinances.

BEST MANAGEMENT PRACTICES:

Existing sources (entities established prior to the enforcement of this standard) not connected to sand/oil interceptors which contribute significant quantities of inert solids and/or oils, shall be required to implement Best Management Practices (BMPs). In the event BMPs do not successfully reduce quantities of inert solid or oil wastes being introduced to the collection system, those sources shall be subject to installation of approved sand/oil interceptors. BMP inspections shall include, however are not limited to, the following:

1. Identification and description of plumbing fixtures
2. Identification of facility process
3. Identification of sand/oil reduction procedures
4. Identification of facility sand and oil rendering containers, where applicable
5. Verification of used oil evacuation records (including date and contracted hauler's name and contact information), where applicable
6. Facility square footage
7. Facility schedule of routine drain line maintenance

SAMPLING

At the request of the District, the customer shall confirm the operation of any sand/oil interceptor via analytical testing. This testing shall be performed by an accredited laboratory, and paid for by the customer.

RECORD KEEPING AND RETENTION

Customers must keep a record of all sand/oil interceptor inspection and maintenance activities at the facility where the interceptor is located. Such records shall remain on file for no less than two years and be readily available for inspection by the District. The records shall contain the following:

- a. the date of inspection or maintenance;
- b. the maintenance conducted;
- c. the type and quantity of material removed from the sand/oil interceptor; and
- d. the location of disposal of the material removed from the sand/oil interceptor.

INSPECTIONS

The District shall inspect all interceptors to ensure compliance with the District's requirements. The inspection frequency shall be, at a minimum, every 6 months, unless the District determines, at its discretion, more or less frequent inspections are required. The inspection criteria shall include, however is not limited to, the following:

8. Location and accessibility
9. Approximate capacity
10. Identification of inlet and outlet compartments, where applicable
11. Identification of inlet and outlet piping systems
12. Approximate depth of accumulated solids and oil layer
13. Verification of maintenance records

The District shall provide written notices to all businesses following inspections. Those businesses determined to be in violation of the District's requirements shall be provided a written notice of non-compliance. Deficiencies found during the inspection shall be corrected by the customer within two weeks of the date of the inspection unless other arrangements are made with the District. Follow-up inspections shall be completed to ensure compliance. Failure to comply may result in fines or may cause the sewer service to the premises in question to be terminated.

EXHIBIT C-1

Design and Construction Standards and Specifications for Resource Colorado Water & Sanitation Metropolitan District and the Pioneer Community Authority Board

The most recent version of the Design and Construction Standards and Specifications for Resource Colorado Water & Sanitation Metropolitan District and the Pioneer Community Authority Board (the “**Design Standards**”) was adopted by the District on _____, 2021. Copies of the currently effective Design Standards can be obtained up on request to the District at the contact information attached to these Rules and Regulations as **Exhibit E**.

EXHIBIT C-2

**Design and Construction Standards and Specifications for Resource Colorado Water
& Sanitation Metropolitan District and Other Service Providers**

[Reserved]

EXHIBIT D-1

Standards for Cross-Connection Control and Backflow Control Policy and Regulations for Resource Colorado Water & Sanitation Metropolitan District and the Pioneer Community Authority Board

1. Definitions: When not clearly otherwise indicated by the context, the following words and phrases in this Article have the following meanings.
 - a. Approved: Accepted by the public works department as meeting the applicable specification stated or cited in this article, or as suitable for the proposed use.
 - b. Auxiliary water supply: Any water supply on or available to the premises other than the District approved public potable water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source such as a well, spring, river, stream, pond, lake, etc., or "used waters" or "industrial fluids." These waters may be polluted or contaminated or may be objectionable and constitute an unacceptable water source over which the District does not have sanitary control.
 - c. Backflow: The undesirable reversal of the direction of flow of the water or mixtures of water and other liquid, gases, or other substances into the distribution pipes of the potable water supply from any source or sources caused by backpressure and/or back-siphonage.
 - d. Back-pressure: The backflow of water or other contaminated fluids caused by a pump, elevated tank, boiler or other means that could create pressure within the Customer's or Service Provider's system greater than the District supply pressure.
 - e. Backflow prevention device: Any device, method, or type of construction designed to prevent backflow or back-siphonage into the public water supply by isolating the Customer's or Service Provider's water system from the public water system.
 - f. Air-gap: The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood level rim of said vessel. An approved air-gap will be at least double the diameter of the supply pipe, measured vertically, above the top of the rim of the vessel; and, in no case less than one inch. When an air-gap is used at the service connection to prevent the contamination or pollution of the public potable water system, an emergency bypass shall be installed around the air-gap system and an approved reduced pressure principle device will be installed in the bypass system.
 - g. Double check valve assembly: An assembly of two independently operating approved check valves with tightly closing shut-off valves on each side of the check valves, plus properly located test cocks for the testing of each check valve. The entire assembly shall meet the design and performance specifications and approval of a recognized and District-approved testing establishment for backflow prevention devices. To be approved, these devices must be readily accessible for in-line testing and maintenance.

h. Reduced pressure principle device: An assembly of two independently operating approved check valves with an automatically operating differential relief valve between the two check valves, tightly closing shut-off valves on either side of the check valves, plus properly located test cocks, for the testing of the check and relief valves. The entire assembly will meet the design and performance specifications and approval of a recognized and District-approved testing laboratory for backflow prevention assemblies. The device will operate to maintain the pressure in the zone between the two check valves at a level less than the pressure on the public water supply side of the device. At cessation of normal flow, the pressure between the two check valves will be less than the pressure on the public water supply of the device. In case of leakage of either of the check valves, the differential relief valve will operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve will open to the atmosphere. To be approved, these devices must be readily accessible for in-line testing and maintenance, and be installed in a location where no part of the device will be submerged.

i. Back-siphonage: The backflow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by the sudden reduction of pressure in the potable water supply system.

j. Certified inspector and tester: Any person who has passed a state approved or sponsored testing and inspection course, and who is listed by the state as a certified inspector/tester.

k. Check valve: A self-closing device which is designed to permit the flow of fluids in one direction and to close if there is a reversal of flow.

l. Colorado Department of Health Cross Connection Control Manual: A manual published by the state addressing cross connection control practices, which will be used as a guidance document for the city in implementing a cross connection control program.

m. Compliance period: The time between the receipt by the Customer of a notice from the District or designee thereof to install, test, or repair a backflow prevention assembly and the day upon which such installation, testing, or repair shall be completed or ready for inspection by the District or a designee thereof.

n. Contamination: Any impairment of the quality of the potable water by pollution from sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual hazard to the public health through poisoning or through the spread of disease.

o. Critical level: The critical level C-L or C/L marking on a backflow prevention device or vacuum breaker which is a point conforming to approved standards and established by the testing laboratory (usually stamped on the device by the manufacturer), which determines the minimum elevation above the flood-level rim of the fixture or receptacle served at which the device may be installed. When a backflow prevention device does not bear a critical

level marking, the bottom of the vacuum breaker, combination valve, or the bottom of any such approved device shall constitute the critical level.

p. Cross connection: Any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains, or may contain, contaminated water, sewage, or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices through which, or because of which, backflow could occur are considered to be cross connections.

q. Cross connections, controlled: A connection between a potable water system and a nonpotable water system with an approved backflow prevention device properly installed that will continuously afford the protection commensurate with the degree of hazard.

r. Flood-level rim: The edge of the receptacle from which water overflows.

s. Hazard, degree of: The term derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the public potable water system.

t. Hazard, health: Any condition, device, or practice in the water supply system and its operation which could create, or in the judgment of the District, may create a danger to the health and the well being of the water consumer. An example of a health hazard is a structural defect, including cross connections, in a water supply system.

u. Hazard, plumbing: A plumbing type cross connection in a consumer's potable water system that has not been properly protected by a vacuum breaker, air-gap separation or backflow prevention device. Unprotected plumbing type cross connections are considered to be a health hazard.

v. Hazard, pollutional: An actual or potential threat to the physical properties of the water system or to the potability of the public or the consumer's potable water system which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.

w. Hazard, system: An actual or potential threat of severe damage to the physical properties of the public potable water system or the consumer's potable water system or of a pollution or contamination which would have a protracted effect on the quality of the potable water in the system.

x. Industrial fluids system: Any system containing a fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, system, pollutional or plumbing hazard if introduced into an approved water supply. This may include, but not be limited to, polluted or contaminated waters; all types of process water and "used waters" originating from the public water system which may have deteriorated in sanitary quality; chemicals in fluid form; cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances;

contaminated natural waters such as from wells, springs, streams, rivers, lakes, dams, ponds, retention pits, irrigation canals or systems, etc.; oils, gases, glycerin, paraffins, caustic and acid solutions and other liquid and gaseous fluids used in industrial or other purposes or for fire-fighting purposes.

y. Multistory building: Any building having two or more levels, excluding the basement, or over forty feet in height. Single family units are excluded from this definition.

z. Nonpotable water: Water that is not safe for human consumption or that is of questionable potability.

aa. Pollution: The presence of any foreign substance (organic, inorganic, radiological, or biological) in the water that may degrade the water quality so as to constitute a hazard or impair its usefulness.

bb. Potable water: Water free from impurities in amounts sufficient to cause disease or harmful physiological effects. The bacteriological, chemical, and radiological quality shall conform with state drinking water regulations.

cc. Submerged inlet: A water pipe or extension thereto from the public water supply terminating in a tank, vessel, fixture or appliance which may contain water of questionable quality, waste or other contaminant and which is unprotected against backflow.

dd. Vacuum: Any pressure less than that exerted by the atmosphere.

ee. Vacuum breaker: Atmospheric nonpressure type: a vacuum breaker designed so as not to be subjected to static line pressure or installed where it would be under pressure for not more than twelve hours in any twenty-four-hour period.

ff. Vacuum breaker: Pressure type: a vacuum breaker designed so as not to be subjected to static line pressure.

gg. Water service connection: The terminal end of a Service Provider's service connection from the Service Provider's water system, i.e., at the curb stop shut-off valve, property line, or meter. There will be no unprotected takeoffs from the service line ahead of any meter or backflow prevention device located at the point of delivery to the Service Provider's or Customer's water system. Service connection will also include water service connection from a fire hydrant and all other temporary or emergency water service connections from the public potable water system.

2. Requirements.

a. Water Systems of Service Providers: Service Provider water systems consist of the source and distribution facilities of their water system to the point of connection of the Customer's system up to the District's Water System. The source includes all components of the facilities utilized in the production, treatment, storage, and delivery of water to the Service Provider's distribution system. The distribution system includes the network of conduits used for the delivery of water from the source to the Customer's water service connection.

b. Plan approval: Service Providers shall adopt requirements setting forth the following:

i. All building plans involving water/waste water service, plumbing plans for additions or alterations to existing plumbing systems, and/or irrigation system installation submitted to a planning or building department and shall be reviewed by the public works department and approved prior to the issuance of a building permit.

ii. Submitted plans must show:

- (1) Water service type, size and location.
- (2) Meter size and location.
- (3) Backflow prevention assembly size, type and location.
- (4) Fire sprinkling systems service line, size and type of backflow prevention assembly.

c. Installation: Service Providers shall adopt requirements for installation of backflow prevention devices as follows:

i. An approved backflow prevention device will be installed at or near the property line, before the first branch line leading off the service line wherever any of the following conditions exist:

(1) In the case of premises having an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional source by the Service Provider, the public water system will be protected against backflow from the premises by installing a backflow prevention device in the service line appropriate to the degree of hazard.

(2) In the case of premises in which any industrial fluids or any other objectionable substance is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected against backflow from the premises by installing a backflow prevention device in the service line appropriate to the degree of hazard. This will include the handling of process waters and waters originating from the public water system which have been subject to deterioration in quality.

(3) In the case of premises having internal cross connections that cannot be permanently corrected and controlled, or having intricate plumbing and piping arrangements, or where entry to all portions of the premises is not readily accessible for inspection purposes making it impracticable or impossible to ascertain whether or not dangerous cross connections exist, the public water system shall be protected against backflow from the premises by installing a backflow prevention device in the service line.

- ii. Backflow prevention devices are to be installed in an accessible location to facilitate inspection, testing and maintenance. Adequate drainage area for the device must be provided for in the event that water is released.
- iii. All connections to the Service Provider's water system, including all existing connections, shall conform or be brought into conformance with the requirements of this chapter within one year of adoption of this chapter.
- iv. All backflow prevention assemblies shall be installed downstream of the water meter in accordance with the installation details contained in the manuals referenced in Article ____.
- v. Before installing a backflow prevention assembly, pipelines shall be thoroughly flushed to remove foreign material.
- vi. Backflow prevention valves shall not be used as the inlet or outlet valve of the water meter. Test cocks shall not be used as supply connections.
- vii. In order to ensure that backflow prevention assemblies continue to operate satisfactorily, it will be necessary that they be tested by a Colorado State Certified Cross-Connection Control Technician approved by the Service Provider, at the time of installation, and no less than annually thereafter. Such test shall be conducted in accordance with the Foundation for Cross-Connection Control and Hydraulic Research performance standards and field test procedures as directed by the Colorado Department of Health. The backflow assembly test results, plumbing permit and test permit number shall be supplied to the public works department within ten days of the test.
- viii. The Service Provider will inspect all containment installations and the District may inspect the same upon request.
- ix. All costs for design, installation, maintenance, repair and testing shall be borne by the Customer.
- x. All fire sprinkling lines shall have a minimum protection of an approved double check valve for containment of the system.
- xi. All glycol (ethylene or propylene) or antifreeze systems shall have an approved reduced pressure principal assembly for containment.
- xii. Dry fire systems shall have an approved double check valve installed upstream of the air pressure valve.
- xiii. Backflow prevention assemblies shall be installed and inspected in accordance with the codes in **Article __ [Reserved]**.
- xiv. Backflow prevention assembly installations shall be inspected and approved for use by the Service Provider and upon request, the District. Inspections must be scheduled at least twenty-four hours in advance of the desired inspection time.

d. Standards: Backflow prevention devices shall adhere to the following standards:

i. Any backflow prevention assembly required herein shall be of a model and size approved by the Service Provider. The term approved backflow prevention assembly shall mean an assembly that has been manufactured in full conformance with the standards established by the codes in **Article __ [Reserved]**.

ii. Backflow prevention assemblies currently installed which are not approved shall be replaced with approved assemblies properly installed.

iii. Backflow assemblies used on fire lines shall have O.S. and Y. valves listed by Underwriter Laboratories (UL), Factory Manual (FM) and the National Fire Protection Association.

iv. Backflow prevention devices currently installed that are not approved shall be replaced with an approved device within one year of adoption of this chapter, unless the device fails an annual operational test. If the device fails any such test, it will be replaced within ten business days with an approved device.

v. The following testing laboratory has been qualified by the District to test and certify backflow prevention devices for all Service Providers:

[Reserved]

Testing laboratories other than the laboratory listed above will be added to an approved list as they are qualified by the District.

3. Testing Requirements.

a. Inspections, testing, and repair. – non-residential connections: It is the responsibility of the Customer to have certified inspections and operational tests made on the backflow prevention device upon installation and at least annually thereafter. The District may require certified inspections at more frequent intervals. These inspections and tests shall be made at the expense of the Customer and will be performed by a certified inspector approved by the Service Provider. A backflow prevention device will be repaired or replaced at the expense of the Customer whenever a device is found to be defective.

i. Annually, it will be the obligation of the Customer/User at any premises where any backflow prevention assemblies are installed to have a certified test made of these assemblies. In those specific instances where the Service Provider deems the hazard to be great enough, it will require certified inspection at more frequent intervals. The cost for any test under this section shall be at the Customer's expense. All tests shall be performed by a certified technician approved by the Service Provider.

ii. As necessary, the assembly shall be repaired or replaced at the expense of the Customer/User whenever the assembly or assemblies are found to be defective. Records or copies of same, of all such tests, repairs or replacement shall be kept by the test of the assembly and the Customer/User, and a copy or copies shall be sent to the Service Provider within ten days of the test, as described in **Article __ [Reserved]**.

iii. All testing gauges shall be tested and calibrated for accuracy yearly, or more often in the event of questionable readings.

iv. The Service Provider retains the right to test or otherwise check the installation and operation of any containment assembly at any time.

v. This section shall also apply to all irrigation services.

b. Inspections, testing and repair – residential connections: It is strongly encouraged that all residential water service connections have certified inspections completed annually. All inspections and tests shall be made at the expense of the Customer and will be performed by a certified inspector approved by the Service Provider and reported as described in **Article __ [Reserved]**.

i. All water service connections served by the District or a consecutive water system or water district Service Provider served by the District that have any type of auxiliary water supply will be tested according to **Article __ [Reserved]**.

ii. In those specific instances where the District deems that a hazard to the District water system exists, it will require a certified inspection to be completed within five working days of written notification. Annual inspections will continue, based on this chapter, until the public works director deems that a hazard no longer exists.

c. Right of entry.

i. The Service Provider representative and/or designee assigned to inspect premises relative to possible hazards shall carry proper credentials of his or her office and, upon exhibit of which, said representative shall have the right of entry to inspect any and all buildings and premises for cross-connections in the performance of his or her duties. If such entry is refused, the District or Service Provider or the designated authorized representative thereof shall have recourse to every remedy provided by law to secure entry.

ii. This right of entry shall be a condition of continuation of water service in order to provide assurance that the health, safety and welfare of the people throughout the District and Service potable water distribution system is maintained. Where building security

is required, the backflow assembly or assemblies should be located in an area not subject to security. Questions regarding proper credentials should be directed to the Service Provider.

d. Reporting and record-keeping: The certified inspector will report on a form approved by the Service Provider, the results of inspections, tests, and maintenance to the Service Provider and the property owner. This report will be submitted to the Service Provider within ten days following the completion of the inspection, test, or maintenance of the device. The certified inspector shall also, on a form approved by the Service Provider, attach a card to the backflow prevention device following each inspection, test, or maintenance activity to document and date the activities performed. Records of all inspections, tests, or maintenance activities, including materials and parts changed, shall be kept by the certified inspector, the property owner, and the Service Provider for a period of not less than five years.

4. Enforcement and Fees.

a. Compliance.

i. Customers shall cooperate in the installation, maintenance, testing or inspection of backflow prevention assemblies. Failure to cooperate shall be grounds for the discontinuance of water service to the premises, or the requirement for air-gap separation from the public potable water system.

ii. Service of water to any Customer may be discontinued by the Service Provider if unprotected cross-connections exist on the premises, or if any defect is found in an installed backflow prevention assembly, or if a backflow prevention assembly has been removed or bypassed. Service shall not be restored until such conditions or defects are corrected.

iii. Discontinuance of service may be summary, immediate and without written notice whenever, in the judgment of the District administrator or the designated representative thereof, upon the recommendation of the public works director, such action is necessary to protect the purity of the public potable water supply or the safety of the District Water System.

b. Violations and penalties.

i. Any person who violates any of these Standards shall be punished pursuant to the provisions of Article 9 of these Rules and Regulations.

ii. Each such Customer shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by any such person.

iii. The District is authorized to seek recovery of all present and future damages, costs and other relief to which the District is entitled and obtain any available judicial remedies related to maintenance of a cross-connection or any violation of the provisions of this chapter.

EXHIBIT D-2

**Standards for Cross-Connection Control and Backflow Control Policy and Regulations for
Resource Colorado Water & Sanitation Metropolitan District and Other Service Providers**

[Reserved]

EXHIBIT E

Contact Information

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