# **Rules and Regulations**



This is Home. We Treat it Right. Responsibly recovering our water resource since 1971.

Amended: May 2025

#### **Upper Thompson Sanitation District**

#### **Rules and Regulations**

The Upper Thompson Sanitation District (District) hereby declares that the following Rules and Regulations have been prepared and adopted to provide for the construction, administration, operation, and maintenance of the collection and/or treatment system within the District.

The District hereby expressly reserves the right to make lawful interpretation, addition, and/or revision in these Rules and Regulations when and as they may become advisable to properly manage the District and to promote public health, safety, the environment, and welfare of the customers of the District. These Rules and Regulations are supplementary to, and are not to be construed as, an abridgement of lawful rights of the District as outlined in the Colorado Revised Statutes governing special districts, including, but not limited to, the right to disconnect or to refuse permission to connect sewer service for violation of these Rules and Regulations or the International Plumbing Code.

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#### Section 1 General

## 1.1 Authority

The Upper Thompson Sanitation District is a quasi-municipal governmental enterprise corporation and a political subdivision of the State of Colorado. The District is organized under, and pursuant to, Colorado Revised Statutes (CRS), Title 32, for the purpose of providing wastewater collection and treatment for the greater Estes Park area.

The District is governed by a Board of Directors, which consists of five members. The members must be eligible electors of the District as defined by state law. Directors are elected to staggered four-year terms.

The District prohibits unlawful discrimination against customers, employees, or applicants for employment, or in any program or activity conducted by the District on the basis of age 40 and over, race, (including traits historically associated with race, such as hair texture and length, protective hairstyles), sex, sexual orientation, gender identity, gender expression, color, religion, national origin, disability, military or marital status, genetic information, or any other status protected by applicable federal, state or local law. The District will make reasonable accommodations for qualified individuals with known disabilities. If any person has a disability and requires a reasonable accommodation to fully participate in District business communications or events, please contact the District Manager (three days before an event) via telephone at 970-586-4544 or dial 711 to connect with Relay Colorado. Additional information may be found at https://utsd.colorado.gov.

#### 1.2 Scope

These Rules and Regulations are adopted and promulgated pursuant to the power granted to the Board of Directors to adopt, amend and enforce Rules and Regulations not in conflict with the constitution and laws of the State of Colorado for carrying on the business, objects and affairs of the Board and of the District, Section 32-1-1001(1)(m), CRS.

#### 1.3 Policy

It is hereby declared that the Rules and Regulations hereinafter set forth will serve a public use and are necessary to promote public health, safety, the environment, and welfare of the customers of the District.

#### 1.4 Purpose

The purpose of these Rules and Regulations is to provide for the orderly financing, control, construction, management and operation of wastewater collection, wastewater treatment and septage / vault waste receiving systems, including additions, extensions, and connections thereto within the District.

#### 1.5 Intent

The Rules and Regulations will be liberally construed to affect the general purposes set forth herein. Each and every part thereof is separate and distinct from other parts. No omission or

additional material set forth in these Rules and Regulations will be construed as an alteration, waiver, or deviation from a grant of power, duty or responsibility, or limitation or restriction, imposed or conferred upon the District by virtue of statutes now existing or subsequently amended, or under a service agreement existing between the District and other governmental entity or agency. Nothing contained herein will be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of a law which is now enacted and may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District.

When used in these Rules and Regulations, the term "shall" denote that the action referred to is mandatory, and the term "may" denote that the action referred to is permissive.

## 1.6 Amendment

It is specifically acknowledged that the District will retain the power to amend these Rules and Regulations as it deems appropriate and that such amendments will be entered in the minutes of the District's board meeting and further evidenced by a written resolution of the District and periodically incorporated in printed copies of these Rules and Regulations. Prior notice of these amendments shall not be required to be provided by the District when exercising its amendment powers pursuant to this Section.

## 1.7 Violations

A person who violates the provisions of these Rules and Regulations is liable to the District for expense, loss or damage caused by reason of such violation. The District has the power, for and on behalf of such District, to assess reasonable administrative fees and penalties as set forth in Appendix A for delinquency in the payment of rates, fees, tolls, or charges or for violations of these Rules and Regulations, together with finance charges on delinquencies from date due at the rate of one percent per month or fraction thereof, and to shut off or discontinue sanitation service for such delinquencies or for violation of these Rules and Regulations, and to provide for the disconnection from the facilities of this District.

Until paid, such fees, rates, tolls, penalties, or charges shall constitute a perpetual lien on and against the property served, and such lien may be foreclosed by the District in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens.

In addition to other means provided by law, if the District so elects by resolution at a public meeting held after receipt of notice by the affected property owner, to have delinquent fees, rates, tolls, penalties, charges, or assessments made or levied solely for sewer services, such shall be certified to the Treasurer of the District to be collected and paid over by the Treasurer of Larimer County in same manner as taxes are authorized to be collected and paid over pursuant to Section 39-10-107, CRS.

The District may also file an action in civil court against any person who intentionally or negligently violates the provisions of these Rules and Regulations, or the conditions set forth in a permit duly issued by the District, for damages incurred as a result of such negligence or intentional violation of these Rules and Regulations.

#### 1.8 Meetings and Notices

The District's regular monthly board meeting is held each month in the board room of the Upper Thompson Sanitation District Administrative Office located at 2196 Mall Road, Estes Park, Colorado, 80517. The date and time of monthly and special board meetings is posted on the District's website at https://utsd.colorado.gov, at the District Administrative Office, and of its regular monthly meetings on the Special District Association of Colorado website under the Transparency Notice tab at https://www.sda.org.

Contact the District at 970-586-4544 for the current meeting schedule.

#### **1.9** Notifications and Communication

Direct official notification (e.g., application for service, forms, plans, etc.) to the District Manager in person at 2196 Mall Road or by mail at PO Box 568, Estes Park, CO 80517.

Direct general communication (e.g., questions regarding other District business and the Rules and Regulations) to the District Secretary in person at 2196 Mall Road; by mail at PO Box 568, Estes Park, CO 80517; by phone at 970-586-4544; or by email at secretary@utsd.org.

#### 1.10 Abbreviations, Acronyms, and Definitions

The following abbreviations shall have the designated meanings:

- ADU Accessory Dwelling Unit
- BMP Best Management Practices
- BOD Biochemical Oxygen Demand
- **CDPHE** Colorado Department of Public Health and Environment
- CDPS Colorado Discharge Permit System
- **CFR** Code of Federal Regulations
- **COD** Chemical Oxygen Demand
- **CWA** Clean Water Act
- DIP Ductile Iron Pipe
- EDU Equivalent Dwelling Unit
- **EPA** Environmental Protection Agency
- FOG Fats, Oils and Grease
- FSE Food Service Establishment
- **FUV** Fixture Unit Value
- **GPD** Gallons per day
- GPF Gallons per flush
- **GPM** Gallons per minute
- LEA Line Extension Agreement
- LEL Lower Explosion Limit
- LF Linear Feet
- MGD Million gallons per day
- mg/L Milligrams per liter
- MSC Monthly Service Charge
- NCPS National Categorical Pretreatment Standard

- NFRWQPA North Front Range Water Quality Planning Association
- **NPDES** National Pollutant Discharge Elimination System
- PE Professional Engineer
- PFAS Polyfluoroalkyl Substance
- PFOS Perfluorooctanoic Sulfonic Acid Substances
- PIF Plant Investment Fee
- PLS Professional Land Surveyor
- POTW Publicly Owned Treatment Works
- PVC Polyvinyl Chloride
- RCRA Resource Conservation and Recovery Act
- SIC Standard Industrial Classification
- SIU Significant Industrial User
- SDF System Development Fee
- **SFE** Single-Family Equivalent
- STR Short-Term Rental
- **SWDA** Solid Waste Disposal Act
- TBD To Be Determined
- TSS Total Suspended Solids
- USC United States Code
- **UTSD** Upper Thompson Sanitation District or "the District"
- VCP Vitrified Clay Pipe
- WRF Water Reclamation Facility
- WUSA Wastewater Utility Service Area
- WWTF Wastewater Treatment Facility

**208 Area** – The area established and managed by the NFRWQPA in accordance with Section 208 of the CWA to protect the waters of the United States that includes portions of Larimer and Weld Counties.

Access Fee – The minimum fixed fee applied to each metered connection to capture the additional District costs for collection and processing meter data and billing, assessed at a cost (\$) per connection per month and billed according to the account holder's billing cycle. The term "Data Collection Fee" replaces the term "Access Fee".

Accessory Dwelling Unit (ADU) – A structure or portion of a structure intended, designed, and/or constructed to accommodate sleeping, cooking, and bathing, located on the same lot as a stand-alone single-family home. ADUs include accessory apartments, secondary suites, and extended family spaces. ADUs may be converted portions of existing homes (internal) with a common or separate entrance; additions to new or existing homes (attached) with a common or separate entrance; or stand-alone structures (detached) with a separate entrance. ADUs will be treated as apartments when determining system development fees and service charges. ADU does not include mobile homes, recreational vehicles, or travel trailers. See Standard Detail 1010 for ADU examples.

Act or the Act – The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended.

**Apartment** – A room or set of rooms that are utilized as a dwelling.

**Approval Authority** – The Board of Directors, the District Manager, a District-designated agent or representative.

**As-Builts** – The surveyed data and final detailed drawings of the actual construction of installed wastewater collection system or other construction.

**Authorized Representative** – A representative of an industrial user who meets the signatory requirements as set forth in 40 CFR, Part 403.12.

**Backfill** – Excavated dirt or soil used to refill a trench or excavation.

**Bedding** – Material that surrounds a pipe after installation. See Appendix B and C.

**Bedroom** – A private room planned or intended for sleeping arrangements separated from other rooms by a door, and containing a separate egress (e.g., window or door); and accessible to a bathroom without crossing another bedroom; or a room/space designated as a bedroom by the Town of Estes Park or Larimer County.

**Biochemical Oxygen Demand (BOD or BOD**<sub>5</sub>) – The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at twenty (20) degrees Celsius grade expressed in terms of milligrams per liter (mg/L).

**Biosolids** – Solid, semisolid, or liquid residues generated during primary, secondary, or advanced treatment of domestic sewage through one or more controlled processes that reduce pathogens and attractiveness to vectors.

**Categorical Industry** – One of the industries for which the EPA has established or is in the process of establishing categorical pretreatment standards.

**Chemical Oxygen Demand (COD)** – The oxygen equivalent of that portion of organic matter in a wastewater sample that is susceptible to oxidation by a strong chemical oxidant, expressed in terms of milligrams per liter (mg/L).

Clean Outs – Access points to a pipe system, typically on private service laterals.

**Collection System** – Facilities including, but not limited to, pipes and manholes owned and/or operated by the District and used for collecting, treating, and disposing of wastewater at the District's wastewater treatment facility (WWTF).

**Collection and/or Treatment System** – The combination of private service laterals, sewer mains, interceptor sewers, force mains, lift stations, manholes, and wastewater treatment facilities (WWTF) that are used to convey and treat wastewater.

**Combined Sewer** – Wastewater combined with, but not limited to, storm water or groundwater.

**Commercial** – A customer using the services of the District while engaging in a business.

**Composite Sample** – A representative flow-proportioned or time-proportioned sample, collected within a twenty-four (24) hour period composed of a minimum of four (4) individual samples collected at equally spaced intervals and combined according to flow or time.

**Contractor** – A person, firm, or corporation approved by the District to perform work on and to furnish materials to the District collection system or a customer's private service lateral.

**Cooling Water** – Water to which the only pollutant and/or constituent added is heat and also known as unpolluted industrial process water.

**Control Authority** – The Board of Directors, the District Manager, or designated agents or representatives.

**Critical Industry** – A significant user, a categorical industry, or a user that is required to report the storage of hazardous materials pursuant to the requirements of these Rules and Regulations. This includes both significant and potential contributors.

**Customer** – Existing or potential property owners or developers that discharge or will discharge to the collection and/or treatment system or will have temporary individual disposal facilities located within the District's service area.

**Data Collection Fee** – The minimum fixed fee applied to each metered connection to capture District costs for collection and processing meter data and billing, assessed at a cost (\$) per connection per month and billed according to the account holder's billing cycle. The term "Data Collection Fee" replaces the term "Access Fee".

**Deficiency List** – A list of corrective actions required on a construction project. Also commonly known as a punch list.

**Deflection Test** – A test that is conducted by pulling a solid pointed mandrel with a diameter equal to 95% of the pipe diameter through the completed pipeline.

**Deleterious Waste** – Substances, that, if added to water or present in water, will adversely affect water quality and potentially harm aquatic organisms and humans.

**Direct Discharge** – The discharge of treated or untreated wastewater directly to the waters of the State of Colorado.

**District** – The Upper Thompson Sanitation District and owned facilities, the Board of Directors of the Upper Thompson Sanitation District, or a person designated by the District to act on behalf of and for the District.

**District Service Area** – The general subset area within the WUSA that contains District included customers. A specific property within the WUSA may not be a customer of the District or may not be located within the District service area (i.e., they have been excluded from the District).

**Domestic or Sanitary Sewage or Wastewater** – Liquid waste from: (a) the noncommercial preparation, cooking and handling of food; (b) containing by-products of washing, laundry and household cleaning found in a normal household; or, (c) containing only human

excrement and similar matter from the sanitary conveniences of dwellings, commercial buildings, industrial facilities, and institutions or combination thereof.

**Dry Service Restaurant** – A business that serves food and drinks to customers with meals prepared offsite. Serving dishes and utensils are cleaned into and/or disposed of in a trash receptacle (no serving equipment cleaning/washing on the premises).

**Dwelling** – One or more units providing complete, independent living facilities for one or more persons, including provisions for living, sleeping, eating, cooking, and sanitation.

**Enzymes** – Components such as, but not limited to, lipase (an enzyme that breaks down grease and fat), protease (an enzyme that breaks down waste), amylase (an enzyme that breaks down the starches) used for protein, starch, cellulose, detergent, fat, grease, and oil digestion.

**Equivalent Dwelling Unit (EDU)** – See Single-Family Equivalent.

**Existing User** – An industrial user which is in operation at the time of promulgation of categorical pretreatment standards.

**Extension** – A pipeline construction that adds to, extends, or lengthens an existing District sewer main, including interceptor sewers.

**Extraterritorial Customer** – Customers located within the WUSA and outside the District Service Area and requiring a service agreement for wastewater service.

**Fats, Oil or Grease (FOG)** – Hydrocarbons, fatty acids, soaps, fats, waxes, oils, and other material that is extracted by Freon solvent, as specified in 40 CFR Part 136.3.

**Fees** – The fees, rates, charges, penalties, or surcharges for services or facilities and which are imposed by the District pursuant to these Rules and Regulations, state statutes, service agreement, or by District action.

**Final Acceptance** – The point in time when the Board of Directors approves the District's assumption of full ownership of the sewer mains and appurtenances.

**Final Completion** – The point in time when sewer main and appurtenance deficiency items have been completed (e.g., final grading, seeding, surface restoration, etc.) and approved by the District. Upon final completion, the final completion form will be submitted to the District Board of Directors for consideration of final acceptance.

**Finance Charge** – A fee representing the cost of credit, including accrued interest charges along with related transaction fees, account maintenance fees, and late fees.

**Fixture Unit Value (FUV)** – Represents the total wastewater load of a plumbing fixture on the collection and/or treatment system. Fixture unit values vary depending upon the type of fixture. Tables summarizing the fixture unit values of varying types of fixtures are provided in Appendix A (A-1 and A-2).

**Food Service Establishments (FSE)** – Customers serving food daily or seasonally with a commercial kitchen, including but not limited to, non-residential facilities such as restaurants, churches, schools, meeting halls, recreational facilities, lodging facilities, or other facility as

determined by the District. Food service establishments will be considered as commercial customers by the District.

**Garbage** – Food waste from domestic and commercial preparation, cooking and dispensing of food and from handling, storage, and sale of produce. Properly ground garbage includes the wastes from the preparation, cooking, and dispensing of foods that have been ground to such a degree that particles will be carried freely under the flow conditions normally prevailing in public sewers and with no particles greater than one-half (1/2) inch in any dimension. Plastics and paper are not considered as garbage.

**Grab Sample** – A sample that is taken on a one-time basis with no regard to the flow in the stream and without consideration of time.

**Grease Interceptor or Grease Trap** – A passive interceptor located outside or inside the building. This device separates and retains fats, oil, grease, and other solids from the wastewater while permitting wastewater to discharge to the sewer.

**Groundwater** – Underground water. Also commonly referred to as the water table.

**Harmful Waste** – A solid, liquid, or gaseous substances that would violate the District prohibitions.

Holding Tank – A tank that is used for temporary storage of sewage.

In-District Customer – Customers located inside the District Service Area.

**Indirect Discharge** – The discharge or the introduction of non-domestic pollutants from a source regulated under Clean Water Act Section 307(b), (c), or (d) of the Act into the District's wastewater treatment facility (including vault waste discharged into the system).

**Industrial User** – A source of indirect discharge, which contains non-domestic wastes.

**Industrial Wastewater** – The liquid wastes from industrial manufacturing processes, trades, or businesses as distinct from domestic or sanitary wastes. This wastewater may contain pollutants, elements, and compounds such as, but not limited to, petroleum products, acids, solvents, salts, and metals.

**Infiltration** – Groundwater, storm water or other sources of water that leak through the walls of the sewer or manhole and drains into the collection and/or treatment system.

**Inflow** – Water that enters the collection and/or treatment system from sources such as roof leaders, basement and yard drains, and cross connections with drainage lines (e.g., surface or rainwater).

**Inspector** – The District's duly authorized representative(s).

Interceptor – Refers to grease interceptor, grease trap, oil interceptor or sand interceptor.

**Interceptor Sewer** – A pipe or conduit and manholes that receive wastewater from two or more sewer mains.

**Interference** – The inhibition or disruption of the District's wastewater treatment processes or operations that contributes to a violation of a requirement of the District's NPDES permit.

The term includes prevention of sewage sludge use or disposal by the District in accordance with the Clean Water Act, Section 405, or a criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state criteria (including those contained in a state sludge management plan prepared pursuant to SWDA Title IV) applicable to the method of disposal or use employed by the District.

**Line Extension Agreement (LEA)** – A written legal document between the District and a customer that pertains to off-site sewer construction that brings sewer service to a legal parcel.

**Local Facilities** – The pipes and manholes constructed by the customer for collecting of wastewater from customer's properties or subdivisions. Local facilities include collection system extensions required for serving new customers that upon completion and acceptance will be deeded or dedicated to the District. Local facilities may include interceptor sewers and lift stations that the District determines to be regional facilities required for service to a customer, but that the District decides not to plan, finance, design, and construct. In some cases, the term local facilities refer to the private service lateral connection in addition to the collection system.

**Long-Term Rental** – A residential dwelling rented for a minimum thirty days per rental agreement.

Manhole Vacuum Testing – A test of a manhole to check the ability to hold vacuum.

**National Categorical Pretreatment Standard (NCPS) or Pretreatment Standard** – The regulation containing pollutant discharge limits promulgated by the EPA in accordance with the Clean Water Act, Section 207 (b) and (c), which applies to a specific category of industrial users.

**National Pollutant Discharge Elimination System (NPDES)** – The program for issuing, conditioning, and denying permits for the discharge of pollutants from point sources into navigable waters of the contiguous zone and the oceans pursuant to the Clean Water Act, Section 402.

**National Pollution Discharge Elimination System Permit or NPDES Permit** – A permit issued pursuant to the Clean Water Act, Section 402.

**National Prohibitive Discharge Standard or Prohibitive Discharge Standard** – The regulation developed under the authority of the Clean Water Act, Section 307(b) and 40 CFR, Part 403.5.

**New Source** – A building and/or construction of which commenced after the publication of proposed pretreatment standards under the Clean Water Act, Section 307 (c), of which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

A. The building, structure, facility, or installation is constructed at a site at which no wastewater source is located, or

- B. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source, or
- C. The production of wastewater generating processes of the building, structure, facility, or installation is substantially independent of an existing wastewater source of the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is engaged in the same general type of activity as the existing source will be considered. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, or installation meeting the criteria of paragraph (A) but otherwise alters, replaces, or adds to existing process or production equipment. Construction of a new source by a customer includes:
  - 1. Begun or caused to begin as part of a continuous onsite construction program:
    - a. Placement, assembly, or installation of facilities or equipment, or
    - b. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities, which are necessary for the placement, assembly, or installation of new source facilities or equipment.
  - 2. Entered into a binding contractual obligation for the purchase of facilities or equipment, which are intended to be used in its operation within a reasonable time. Options to purchase or contracts, which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation.

**Non-Residential** – Facilities that include but are not limited to commercial, industrial, schools, churches, hotels, motels, governmental buildings, and other building uses except for permanent residences.

**North Front Range Water Quality Planning Association (NFRWQPA)** – The 208 planning agency that promotes regional water quality planning cooperation and coordination among local governments and others and between government levels in Larimer County and Weld County. The NFRWQPA recognizes that the people in the region form a single community and are bound together not only physically but also economically and socially. The NFRWQPA through its participating membership, staff, and programs, provide local officials with the means of responding effectively to the local and regional water quality concerns of the regional community.

**Oil Interceptor** – A device that separates and retains oil, grease and flammable wastes while permitting wastewater to discharge to the sewer.

**Or Equal** – If in the District's sole discretion an item of material or equipment proposed by the contractor is equivalent to or better than the product named in function, performance, reliability, quality, operation and maintenance cost, general configuration, size, weight, and appearance to that named and sufficiently similar so that no change in related work will be required, it may be considered by the District as an "or equal" item. Whenever an item of

material or equipment is specified or described in the Rules and Regulations by using the name of a proprietary item or the name of a particular manufacturer or supplier, the specification or description is intended to establish type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or equal" item is permitted, other items of material or equipment, or material or equipment of other manufacturers or suppliers may be accepted by the District as an "or equal" item.

**Outfall Sewer** – A pipe or conduit that carries the effluent from the wastewater treatment facility to a point of final disposal or direct discharge.

**Outside Drop Manhole** – A vertical pipe on the outside of a manhole that conveys wastewater when the grades of the pipe are more than eighteen inches (18") vertical separation.

**Permit** – Written permission for use of the District's wastewater collection and treatment system as outlined in forms included in the Appendix.

**Permit Fee** – The fee associated with the physical act of connecting, inspecting, and/or modifying the private service lateral from the structure or dwelling to the District collection system or for use of the District's wastewater collection and treatment system as outlined in the forms included in the Appendix.

**Person** – An individual, firm, company, association, society, corporation, organization, group, or other entity recognized by the District.

**pH** – The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in mols per liter of solution.

Plant Investment Fee (PIF) – See System Development Fee (SDF).

**Point Repair** – A repair to a damaged sewer at one specific point.

**Pollutant** – Includes, but is not limited to, dredged spoil, solid waste, incinerator residue, sewage, garbage, fats, oils, grease, sewage sludge, explosives, chemical wastes, corrosive substances, biological materials or nutrients, radioactive materials, heat, malodorous substances, wrecked or discharged equipment, rock, sand, slurry, cellar dirt, untreatable waste or industrial, municipal, and agricultural waste discharged into water or with water.

**Pollution** – Includes, but is not limited to, the manmade or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

**Potential Contributor** – Industries, which may be classified as categorical industries, and the nature of their processes are such that priority pollutants are not discharged under normal operations. This includes anyone storing hazardous materials as defined in this section.

**Pressure Test** – A test performed on the pipe to check the ability to withstand pressure when charged with air.

**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

wastewater treatment facility. The reduction or alteration may be obtained by physical, chemical, or biological processes or other means.

**Pretreatment Requirements** – The substantive or procedural requirement related to pretreatment, other than categorical pretreatment standard imposed on an industrial user and shall include conditions of a wastewater discharge permit (NPDES).

**Pretreatment Standards** – The applicable federal rules and regulations implementing the Clean Water Act, Section 307, as well as non-conflicting state or local standards. In cases of differing standards or regulations, the more stringent standard or regulation shall apply.

**Priority Pollutants** – The various toxic compounds that can reasonably be expected in the discharges from industries as determined by the EPA, pursuant to the Clean Water Act, Section 307(a).

**Private Sewage Disposal System** – A sewage disposal system other than public facilities including, but not limited to, privies, privy vaults, septic tanks, soil absorption systems, cesspools, chemical toilets, vaults, package treatment facilities, or similar facilities which receive or are intended to receive wastewater and which are not connected to the District's wastewater treatment facility. This term shall not include a treatment facility having a valid NPDES permit.

**Private Lateral Sewer** – A sewer pipe intended for discharging wastewater into the District's wastewater treatment facility and commencing at a structure or facility and terminating at a sewer main. Private service laterals may discharge directly to interceptor sewers under special conditions. Customers shall construct and maintain private service laterals. This term is also commonly referred to as service connection, service line, or building sewer.

**Private Lateral Sewer Appurtenances** – Include, but are not limited to, grease traps, grease interceptors, cleanouts, and other such items.

**Publicly Owned Treatment Works (POTW)** – A treatment works as defined by Clean Water Act, Section 212, which is owned in this instance by the District. This definition includes sewers that convey wastewater to the District's wastewater treatment facility, but does not include pipes, sewers or other conveyance not connected to a facility providing treatment. POTW shall also include sewers that convey wastewater to the District's wastewater treatment facility from persons outside the District who are, by service agreement with the District, users of the District's wastewater treatment facility. This term is also commonly referred to as sewage treatment facility, water reclamation facility (WRF), or wastewater treatment facility (WWTF).

**Raw Sewage** – Wastewater and other wastes generated and discharged into the collection and/or treatment system by the users of the District's collection and/or treatment system. This term is interchangeable with wastewater and sewage.

**Receiving Waters** – A lake, brook, river, stream, or other surface or subsurface watercourse, that receives treated or untreated wastewater.

**Receiving Water Quality Requirements** – The requirements for the wastewater treatment facility's effluent established by applicable state or federal requirements shall include

effluent limitations, and waste discharge standards, requirements, limitations, or prohibitions, which may be established or adopted at the District's discretion.

**Recreational Vehicle (RV)** – A personal or commercially operated utility vehicle used for recreational purposes, such as camping and touring, and often equipped with living facilities.

**Regional Facilities** – Existing and proposed WWTF, interceptor sewers, and lift stations that the District determines are the District's responsibility to operate and maintain, regardless of who plans, finances, designs, and constructs.

**Residential** – A customer using the services of the District not engaging in a business (for profit or not for profit), not renting, not leasing, and/or not generating revenue from the use of the property. Residential customers are typically non-metered and if non-metered, subject to the non-metered customer allocation. See Appendix A regarding service schedule.

**Restaurant** – A business that prepares and serves food and/or drinks to customers with meals prepared, served, and eaten, followed by cleaning/washing conducted on the premises and may include meals prepared for take-out services. See Food Service Establishments.

**Returned Payment** – Payment for fees or services which was not successfully completed or received by the District or returned by the processing agency prior to or after receipt by the District.

**Rules and Regulations** – Refers to this document, and includes appendices, attachments and references contained herein.

**Sand Interceptor or Sand Trap** – A device that separates and retains heavy solids while permitting wastewater to discharge to the sewer.

**Sanitary Sewer** – A combination of pipes and manholes which carries wastewater and to which storm, surface and ground water are not intentionally admitted, including the pipe or conduit system and appurtenances for the collection, transportation, pumping, and treatment of wastewater. This term is also commonly referred to as public sewer, collection system, and sewer.

**Septic Tank** – Private sewage disposal system that receives wastewater and is not connected to the District's wastewater treatment facility.

Septage – Wastewater and its decomposed products removed from a septic tank.

**Service Agreement** – A contract between the District and a customer that provides wastewater collection and treatment service to a customer located inside or outside the District's service area (e.g., system development fee and private service lateral tap agreements, intergovernmental agreements, extraterritorial agreements, private entity agreements, other fees, etc.). A service agreement may have historically, but no longer, be referred to as a tap or service connection permit.

Service Area – 208 Area and Wastewater Utility Service Area (WUSA)

**Service Charge** – The monetary amount deemed collectible by the District for providing wastewater collection and treatment service to the customer.

**Sewage** – Wastewater and other wastes generated and discharged into the collection and/or treatment system by the users of the District's collection and/or treatment system. This term is interchangeable with wastewater and raw sewage.

**Sewer** – A pipe or conduit for carrying wastewater.

**Sewer Main** – That portion of the wastewater collection system used for the collection and transportation of wastewater to treatment facilities, and which has been installed for the express purpose of allowing connection of private service laterals. A pipe or conduit and manholes that receives wastewater from one or more private service laterals and has no other sewer main discharging into it.

Shall – Is mandatory.

**Short-Term Rental (STR)** – The leasing or renting of any single-family dwelling, duplex, multiple-family dwelling unit or similar place for a duration of less than thirty (30) days.

**Significant Industrial User (SIU)** – Industrial user of the collection and/or treatment system that is subject to categorical pretreatment standards, or (a) has a discharge flow of twenty-five thousand (25,000) gallons per average work day or more process wastewater to the collection and/or treatment system (excluding sanitary, non-contact cooling and boiler blow-down wastewater), or (b) has a flow greater than five (5%) percent of the average dry-weather hydraulic or organic capacity of the wastewater treatment facility, or (c) has in the discharge toxic pollutants as defined pursuant to the Clean Water Act, Section 307, of State Statutes and Rules, or (d) is designated as such by the control authority, Colorado Department of Public Health and Environment (CDPHE), or the EPA on the basis that the industrial user has a reasonable potential for adversely affecting the wastewater treatment facility operation or for violating a pretreatment standard or requirement.

**Single-Family Equivalent (SFE)** – Shall represent the average hydraulic and chemical characteristics of the discharge of a single-family home in the District's service area. The details of these characteristics may be changed from time to time as additional data is obtained to define the "Single-Family Equivalent." Some of the more important characteristics of the Single-Family Equivalent Unit are as follows:

- 1. One SFE = 24 Fixture Unit Values (FUV).
- 2. Average Occupancy per SFE = 2.2 persons.
- 3. Average Daily Wastewater Flow per Person = 70 gallons per day.
- 4. Average Daily Wastewater Flow per SFE = 154 gallons per day.
- 5. Peak Month Wastewater Flow per SFE = 200 gallons per day.

Non-single-family uses will be converted to the equivalent number of SFE units. The District will determine the conversion based on the characteristics that are common to both single-family and non-single family uses, e.g., offices, etc. Where more than one characteristic is common to both uses, a weighting factor may be used to establish the relative importance of these characteristics on the collection and/or treatment system.

**Slug Load** – Pollutants, including oxygen demanding pollutants, released in a wastewater discharge at a flow rate and/or polluted concentration, which will cause interference with the wastewater treatment facility.

**Small Significant Industrial User (SSIU)** – A user which is classified as a significant industrial user and who has a process discharge flow of less than seventeen (17) gallons per minute (GPM) per average workday.

**Smoke Test** – A test that may be required to determine the extent and location of leaks on a pipeline.

**Standard Industrial Classification (SIC)** – A code representing a category within the Standard Industrial Classification System administered by the Statistical Policy Division of the U.S. Office of Management and Budget. The system was established to classify industries in the U.S. economy. A two-digit code designates each major industry group, which is coupled with a second two-digit code representing subcategories.

**Standard Methods** – The procedures described in the latest edition of Standard Methods for the Examination of Water and Wastewater as published by the American Public Health Association.

**Standby Fee** – Monthly service fee billed to each customer having purchased a service connection and having not connected to the collection and/or treatment system within twelve (12) months from the date of purchase.

**Storm Sewer** – A sewer that carries only storm, surface and/or groundwater drainage.

**Storm Water** – flow occurring during or following a form of natural precipitation and resulting from and including, but not limited to, water from roofs, streets, and other areas.

**Stub-Out** – A length or segment of pipe extended from a manhole, interceptor sewer, sewer main, or private service lateral that has no discharger connected to it and is for a future wastewater collection system connection.

**Subdivision** – Defined as a single parcel of land which is subsequently divided into two or more parcels for the purpose of constructing dwelling units or other use on smaller parcels.

**Substantial Completion** – The point in time when sewer mains and appurtenances have been tested; cleaned; videoed; approved and accepted by the District; and can be utilized for the purposes for which they are intended. The two (2) year warranty period commences upon District approval of Substantial Completion.

**System Development Fee (SDF)** – A one-time fee collected to pay for growth related capital expansion costs of wastewater collection, conveyance, and treatment facilities. The fee varies with the number of single-family equivalents (SFEs) and allows the payer to connect to a District interceptor. The SDF has two components: (1) an asset share, and (2) cost of treatment capacity. The SDF is reviewed periodically by the District and subject to change. The System Development Fee (SDF) was referred to as the Plant Investment Fee (PIF) Prior to January 2017.

**Tap** – The physical connection of the private service lateral from the structure or dwelling to the sewer main or interceptor sewers of the District.

**Tapping** – The physical act of connecting the private service lateral from the structure or dwelling to the sewer mains or interceptor sewers of the District.

**Technical Review Fee** – A fee assessed at the discretion of the District for technical plan, development, and/or other review that may be required as part of an application or permit for service.

**Total Suspended Solids (TSS)** – The total matter that floats on the surface of, or is suspended in water, wastewater, or other liquids, and which is removable by laboratory filtering and referred to as suspended residue in 40 C.F.R, Part 136.

**Tour Bus** – A personal or commercially operated vehicle used for transportation and touring, and often equipped with a restroom and/or living facilities.

**Toxic Pollutant** – Pollutant or combination of pollutants listed as toxic in regulations promulgated by the Clean Water Act, Section 307(a), or other acts.

**Unauthorized Connection** – A connection to District facility without a service agreement required by these Rules and Regulations.

**Unauthorized Connection Fee** – A fee assessed by the District for a connection to District facility without a service agreement required by these Rules and Regulations.

**Underdrains** – A pipe system that conveys groundwater to a pond, ditch, or other collection area.

Unpolluted Industrial Process Water – See cooling water.

**User** – A person or entity who contributes, causes, or permits the contribution or introduction of wastewater into the District's wastewater treatment facility.

**Vault** – A tank that is used for temporary storage of sewage.

**Vault Waste** – Waste from holding tanks including, but not limited to vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks. Also commonly referred to as holding tank waste.

**Wastewater** – The combination of the liquid and water-carried industrial or domestic waste, including cooling water, from facilities including, but not limited to, residences, commercial buildings, industrial facilities, and institutions, which is contributed into or permitted to enter the wastewater treatment facility. This term is interchangeable with sewage and raw sewage.

**Wastewater Discharge Permit** – The District's wastewater treatment facility (WWTF) operating permit as issued by the Colorado Department of Public Health and Environment (CDPHE).

Water Reclamation Facility (WRF) – See Wastewater Treatment Facility (WWTF).

**Wastewater Treatment Facility (WWTF)** – The area and facility used to remove or alter the objectionable constituents of the wastewater. This term is also commonly referred to as WWTF, WRF, POTW, or sewage treatment facility.

**Wastewater Utility Service Area (WUSA)** – The subset area within the 208 Area that the District is responsible for planning, management, operation, and maintenance. A property within the WUSA may not be a customer of the District.

**Water Cooled Ice Machine** – An ice machine that uses water instead of air to dissipate (transfer) heat. The hot water is discharged from the ice machine to the collection and/or treatment system.

**Waterways** – Water conveyances that include, but are not limited to, brooks, streams, creeks, rivers, canals, or irrigation ditches.

#### Section 2

## Ownership and Operation of Wastewater Collection and Treatment System

#### 2.1 Policy

The Upper Thompson Sanitation District is an organization formed to provide wastewater collection and treatment to residents, businesses, and other facilities within the recorded and/or documented District service area. Inclusion into the District does not guarantee that wastewater collection and treatment service will be immediately available nor that it will be available at a specific time or when requested by a property owner. However, it is the goal of the District to:

- A. Consider for inclusion into the District petitioning properties located within the District's service area;
- B. Build and maintain facilities to adequately supply service to customers included in the District, if it is practical and feasible to do so;
- C. Provide wastewater collection and treatment service to customers of the District in a costefficient manner, consistent with local, Larimer County, State, and Federal laws.

#### 2.2 Responsibilities

- A. **Responsibilities of the District.** The District may plan, finance, design, and construct regional facilities as determined to be beneficial to the District. After construction and acceptance of the workmanship and installation of collection system and wastewater treatment facility by the District, the District will be responsible for the maintenance, operation, and replacement of regional and local facilities except for private service laterals and/or building drains owned by the customer or as provided during the two-year warranty period.
- B. Responsibilities of the Customer. It is the responsibility of the customer to pay the actual cost of and to construct regional facilities required for service to the customer that the District elects not to plan, finance, design, and construct and local facilities (including private service laterals). Construction of both regional and local facilities (including private service laterals) must be completed in accordance with the Rules and Regulations. The District will inspect and approve customer financed regional and local facilities prior to use. Customers are responsible for the construction, maintenance, and replacement of private service laterals from the point of connection with the District's sewer main to the customer's connected structures as shown in Standard Detail 2000. Customers shall notify the District in advance of a planned change in customer's equipment, service, structures, or use of property.

#### 2.3 Limitation and Liability of District

The District herby reserves rights contained within and not expressly waived by the Colorado Governmental Immunity Act, Title 24-10-101, C.R.S., *et seq*. The District reserves the right to temporarily discontinue service to a customer, at any time, for any reason deemed necessary or appropriate by the District to operate or maintain the collection and/or treatment systems or to secure the health, safety and welfare of customers and residents within the District's service

area. The District is not liable or responsible for inadequate wastewater treatment or interruption of services brought about by circumstances beyond the District's control.

# 2.4 Ownership of Facilities

Existing and future regional and local facilities (with the exception of private service laterals) connected with and forming an integral part of the collection and/or treatment systems and accepted for operation and maintenance pursuant to these Rules and Regulations will become and are the property of the District, unless a service agreement between the District and a customer provides otherwise. Said ownership will remain valid whether such facilities are constructed, financed, paid for, or otherwise acquired by the District, or by other persons.

That portion of existing or future lines (private service laterals) extending from a sewer main or interceptor sewer to each unit or building for each customer that is connected with and forms an integral part of the collection and/or treatment systems shall become and is the property of the customer. This principle shall not be changed by the fact that the District might construct, finance, pay for, repair, maintain or otherwise affect the customer's private service lateral. Construction of the connection of a private service lateral shall be completed in compliance with the Rules and Regulations. The customer's ownership of the private service lateral shall not entitle the customer to make unauthorized use of the wastewater collection system once the private service lateral has been connected to a sewer main. Use of the private service lateral after the initial connection to the collection and/or treatment system is subject to the Rules and Regulations.

## 2.5 Right of Entry

The manager, inspector, officers and employees of the District, or other person so designated by the District, bearing proper credentials and identification, will be permitted without notice to enter upon properties that are receiving service from the District or have applied for the same, for the purpose of inspection, observation, measurement, sampling, and testing. The granting of right of entry by the customer and occupant is a condition precedent and a condition subsequent to the provision of wastewater collection and treatment service.

Should emergencies arise, the District reserves the right of immediate access to District easements and rights-of-way for performance of construction, maintenance, and repairs deemed necessary. The District will take appropriate precautions to lessen the impact to the affected customer(s). The District is not liable for disruption of commerce, suspension of service, or reasonable damages to customer property resulting from the District's access, maintenance, and repair of the collection system.

## 2.6 Modification, Waiver, and Suspension of Rules

The District has the sole authority to interpret, waive, suspend or modify these Rules and Regulations. Such waiver, suspension or modification may be made upon condition deemed necessary or appropriate by the District. Such waiver, suspension or modification must be in writing and signed by the District. Such waiver is not an amendment of these Rules and Regulations. Further, no waiver of one section of these Rules and Regulations will be deemed a continuing waiver of other sections of these Rules and Regulations.

No handwritten notation or verbal promise to modify the District's duly authorized rates, fees, or charges, will be given force or effect, except as expressly authorized in writing by District officials and as provided in these Rules and Regulations.

No handwritten revisions and/or strikeouts in an easement agreement to which the District is a party will be given force or effect. Requested revisions and/or strikeouts to an existing or proposed form of easement agreement shall be approved by the District Board, consistent with the District's current Rules and Regulations and typed into the easement agreement.

## 2.7 Contractor Requirements

Contractors, companies, and/or individuals that perform construction, maintenance, or other services on District-owned equipment, property, within ten feet (10') of the District collection system, and/or in easements or rights-of-way that are the responsibility of the District, shall notify, pay appropriate fees, provide warranty bonds as required, and obtain District approval prior to the start of work. Complete work in accordance with the District's Rules and Regulations.

A contractor, company, and/or individual that performs construction, maintenance or other services on District-owned equipment, property, within ten feet (10') of the District collection system, and/or in easements or rights-of-way that are the responsibility of the District, shall comply with the requirements set forth in Appendix G.

## 2.8 District Utility Locate Responsibilities and Limitations

The District complies with Colorado Revised Statutes (CRS), Title 9. Safety – Industrial and Commercial, Buildings and Equipment, Article 1.5 Excavation Requirements, 103. Plans and Specifications – Notice of Excavation – Duties of Excavators – Duties of Owners and Operators – Fee – Definition, and any other law intended for this purpose.

In accordance with CRS Title 9, Section (4):

- The District will provide its best available information when marking the location of private service laterals in the public right-of-way with clearly identifiable markings. "Best available information" includes private service lateral measurements and historic records. The District will mark and document the location of the private service lateral in accordance with CRS Title 9, Section 1.5-1.03 (4)(a) if the private service lateral can be electronically located. The excavator shall find the private service lateral if the District cannot electronically locate the private service lateral.
- The marking of private service laterals in the public right-of-way is for informational purposes only, and the District is not liable to any party for damages or injuries resulting from damage of private service laterals.

#### Section 3 Use of Wastewater Collection and Treatment System

#### 3.1 Wastewater Collection and Treatment System

The collection and/or treatment system is for the disposal of water containing biodegradable wastes. Connections of roof downspouts, exterior foundation subdrains, areaway drains, surface drains or other sources of surface runoff or groundwater to a private service lateral or building drain which in turn is connected directly or indirectly to the collection and/or treatment system are prohibited. To protect the collection and/or treatment system from damage, destruction, deterioration, misuse, or malfunction and to guard against health hazards and the creation of public nuisance, the following regulations shall apply relative to the discharge of wastewater containing deleterious wastes. A private sewage disposal system may not be utilized within the District's service area unless a waiver pursuant to Section 2.6 is obtained from the District.

#### A. Specially Regulated Wastes

- 1. **Industrial Wastes.** Discharge or cause to be discharged industrial waste into the collection and/or treatment system is prohibited unless written permission is granted by the District.
- 2. Inflow/Infiltration. Discharge or cause to be discharged into the collection and/or treatment system, storm drainage from ground surface, roof ladders, catch basins or other source, or sub-surface drainage or groundwater is prohibited.
- 3. **Other Wastes.** Industrial cooling water, unpolluted process waters, bakery/restaurant wastes, car washing wastes, brewery waste, swimming pool drainage and floor drainage from enclosed and covered areas may be connected to the collection and/or treatment system only by a special permit from the District. The application for such a permit, in addition to information normally required for a permit application, shall include the following:
  - Name and address of the customer.
  - Location of the property for which the request is made.
  - Description of the facility or operation requested for connection.
  - Estimated quantities and qualities of the waste to be discharged including maximum rates, loadings, pH, chemical properties, and constituents including cleaning chemicals.
  - Plans and specifications of related waste-generating processes and pretreatment processes.

Such permits issued by the District may include the following conditions:

- The construction of flow measuring and/or sampling devices and sampling location points (e.g., access cleanouts and/or manholes).
- The construction of valves or gates to stop flows on an emergency basis.
- The construction of grease, oil or sand interceptors, or other pretreatment facilities, including screening, aeration, neutralization chemicals, and holding and treatment vaults/tanks.

- The District may place other restrictions on the permit as reasonably required under the circumstances. Nothing in this Section shall prohibit the District from denying an application for a permit if the District determines that the waste may impair the District's collection and/or treatment system.
- B. **Prohibited Wastes.** Toxic or non-biodegradable waste or other waste which results in effluent not being within state standards after providing conventional treatment shall not be discharged into the collection and/or treatment system. Drains accepting discharge from vehicle wash racks, filling stations, restaurants or other private service laterals connected to a sewer main or interceptor sewer unless the discharge first passes through an acceptable grease, oil, or sand interceptor are prohibited. Except as provided herein, discharge or cause to be discharged of the following described waters or wastes to the collection and/or treatment system is prohibited:
  - 1. Liquid or vapor having temperatures higher than one hundred and four-degrees Fahrenheit (104° F).
  - Water or waste which may contain more than one hundred parts per million (100 ppm) by weight of animal or vegetable fat, oil, or grease.
  - 3. Gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid, gas, oil, or grease.
  - 4. Garbage that has not been properly shredded to less than one-half inch ( $\frac{1}{2}$ ") in the largest dimension.
  - 5. Ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, paunch manure or other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper and normal operation of the collection and/or treatment system.
  - 6. Waters or wastes having pH lower than 6.5 or higher than 9.0 or having other corrosive or toxic property capable of causing damage or hazard to structures, equipment, or personnel of the collection and/or treatment system.
  - 7. Water or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with a wastewater treatment process, constitute a hazard to humans, animals, or fish, or create a hazard in the receiving waters of the wastewater treatment facility effluent.
  - 8. Waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the wastewater treatment facility.
  - 9. Noxious substances or malodorous waste, waters, gases, or substance capable of creating a public nuisance, in the collection and/or treatment system.
  - 10. A five (5) day BOD concentration greater than two hundred thirty parts per million (230 ppm).
  - 11. A suspended solids concentration greater than two hundred thirty parts per million (230 ppm).
  - 12. Concentrated waste from private sewage disposal systems.
  - 13. A peak hour flow rate more than four (4) times the average annual flow rate.

- 14. Chemical substances, including but not limited to arsenic, cadmium, chromium, copper, cyanide, iron phenol, hydrogen sulfide, zinc having a twenty-four (24) hour proportionate composite sample concentration at the point of discharge as determined by the District.
- 15. Chemical, thermal, or bacteriological agents (enzymes) that alter the contents of grease interceptors.
- 16. Polyfluoroalkyl (PFAS) and perfluorooctanoic sulfonic acid substances (PFOS).
- C. **Preliminary Treatment.** Provide preliminary treatment as may be deemed necessary by the District. Preliminary treatment facilities shall meet the District's requirements for adequacy of design, and once built, shall be maintained continuously in satisfactory and effective operation by the customer. When required by the District, the customer of property served by a private service lateral carrying industrial wastes shall install a suitable control manhole or monitoring point in the private service lateral to facilitate observation, sampling, and measurement of the industrial wastes. Provide accessible and safe manhole and/or monitoring points in accordance with plans and specifications. Install the manhole and/or monitoring point and be maintained by the customer. In addition to the foregoing requirements, the customer shall provide to the District, the information requested in the application attached hereto as Appendix D and shall abide by additional requirements imposed by the District due to the nature of the commercial or industrial use requested.
- D. Sump Pumps and Illegal Devices. Plumbing fixtures, devices, and construction systems within a building or improvement which provide a connection between the wastewater collection system, directly or indirectly, or with a private service lateral for the purpose of draining ground or surface waters into the collection and/or treatment system are prohibited. No physical connection shall be permitted whereby a private service lateral is connected in such a manner so that through either the manipulation of valves, the lack of back pressure valves, or as a result of other arrangement or connection, it is possible to drain, flood, or overflow storm water or groundwater directly or indirectly into the collection and/or treatment system. A customer having connected such a system to a private service lateral or a sewer main in violation of this Section, will be given notice to immediately disconnect such device or pumping system at the customer's cost. Upon failure to do so, the District will forthwith disconnect the private service lateral from the property containing such a forbidden device or pumping system at the sewer main. The cost of such disconnection will be a lien and charge against the property involved. No private service lateral shall thereafter be connected to the wastewater collection system without payment of the reconnection fee to the District, and costs and expenses of the District relative thereto and positive proof that such improper and illegal connection or device has been removed and will not thereafter be reconnected to the wastewater collection system.

#### E. Grease Interceptors

1. *General:* Submit grease interceptor design plans for District review and approval. Provide and install grease interceptors when, in the judgment of the District, an

interceptor is necessary for the proper handling of liquid wastes containing grease or solids, or other harmful ingredient which may be harmful to, cause obstruction of, or interfere with the operation of the collection and/or treatment system.

Newly constructed or existing food service establishments shall install an approved external grease interceptor. External being defined as outside of building and accessible without entry to business or building. Food service establishments that do not install a grease interceptor will be subject to a higher non-compliance surcharge as set forth in Appendix A.

Design and construct grease interceptors in accordance with Appendix B. Connect service drains from kitchen, food preparation, and dishwashing areas to an interceptor. Fixtures that must be connected include, but are not limited to, scullery sinks, mop sinks, pot and pan sinks, dishwashing machines, soup kettles, and floor drains located in areas where materials containing grease may exist. Garbage disposals (garbage grinders) shall also be connected to an approved interceptor. Waste shall enter the interceptor through the inlet pipe only. Toilets, urinals, garage drains, truck bay drains, mechanical wash sinks, mechanical wash down area drains, and similar fixtures shall not be connected to the interceptor.

Upon prior District approval, installation of a grease interceptor will not be required for a Dry Service Restaurant or similar facilities where food is served but not cooked at the facility, and/or no equipment or utensils associated with preparation or service of cooked foods are washed at the facility.

Locate interceptors to be readily available and accessible for cleaning and inspection. Locate grease interceptors in an accessible location for maintenance and inspection. Construct grease interceptors of impervious materials capable of withstanding abrupt and extreme changes in temperature. Provide watertight, gastight, and vented grease interceptors.

- 2. Authorization to Discharge Form: Display the Authorization to Discharge Form at a visible location in the food preparation area(s). A copy of the Authorization to Discharge Form provides specific requirements for the customer's interceptor. An example Authorization to Discharge Form is included in Appendix E.
- 3. *Maintenance and Inspection:* Clean and maintain a grease interceptor in efficient operating condition. The District will inspect grease interceptors on a periodic basis. Make repairs and improvements deemed necessary by the District during the inspection and be responsible for costs of such repairs and improvements.

Grease interceptors must be cleaned by pumping and power washing a minimum of once every three years or as provided in the customers' Authorization to Discharge Form. Clean and pump-out grease interceptors at customer's expense. Improperly cleaned interceptors require more frequent cleaning and will result in increased costs to the customer. Provide cleaning by a District approved cleaning company. The District will provide a list of approved cleaning vendors. Vendors approved for cleaning of interceptors have demonstrated their ability to clean, pump, and dispose to the satisfaction of the District.

The District retains the right to inspect grease interceptors during regular business hours, without prior notice, to determine whether the interceptor is operating properly and is being adequately maintained on a regular basis. Record maintenance on approved forms and keep on premises. No chemical, thermal or bacteriological agents (enzymes) may be used to alter the contents of the interceptor without prior written District approval.

4. Non-Compliance and Cleaning Violations: In the event the customer has not installed a compliant grease interceptor, the customer will be liable for payment of surcharges and fees in an amount as set forth in Appendix A – Grease Interceptor Annual Non-Compliance Surcharge. Surcharges will be invoiced annually and will compound each year.

In the event the customer is in violation of the Authorization to Discharge, the customer will be liable for payment of a surcharge and fees in an amount as set forth in Appendix A – Non-Compliant Pumping of Grease Interceptor. The customer shall have 30 days to comply with the Authorization to Discharge from the date of notification by the District. An additional Non-Compliant Pumping of Grease Interceptor surcharge will be applied every 30 days until the customer achieves compliance.

Upon determination of non-compliance, the cost of the additional District inspections until compliance is achieved will be billed directly by the District to the customer at the rate set forth in Appendix A – Grease Interceptor Maintenance surcharge and, in addition, shall include other costs incurred by the District in inspecting the interceptor.

#### F. Oil or Sand Interceptors

1. *General:* Submit oil and sand interceptor design plans for District review and approval. Provide and install oil and sand interceptors at the sole cost and expense of the customer when, in the judgment of the District, an interceptor is necessary for the proper handling of liquid wastes containing oil or solids, or flammable wastes, sand or other harmful ingredient which may be harmful to, cause obstruction of, or interfere with the operation of the collection and/or treatment system.

Newly constructed or existing auto repair, maintenance, or establishments that generate or maintain equipment that include oil and sand shall install an approved external interceptor. External being defined as outside of building and accessible without entry to business or building. Establishments that do not install an oil or sand interceptor will be subject to a higher non-compliance surcharge as set forth in Appendix A.

Design and construct oil and sand interceptors in accordance with Appendix B. Connect service drains from mechanical working areas, garages, truck bays, mechanical wash sinks, wash down areas, etc. areas to an interceptor. Waste shall enter the interceptor through the inlet pipe only. Toilets, urinals, food preparation equipment, dishwashers, and similar fixtures shall not be connected to the interceptor.

Install interceptors to be readily available and accessible for cleaning and inspection. Install oil or sand interceptors in an accessible location for maintenance and inspection. Construct oil or sand interceptors of impervious materials capable of withstanding abrupt and extreme changes in temperature. Provide watertight, gastight, and vented oil or sand interceptors.

- 2. Authorization to Discharge Form: Display an Authorization to Discharge Form at a visible location in the mechanical work area(s). A copy of the Authorization to Discharge Form provides specific requirements for the customer's interceptor. An example Authorization to Discharge Form is included in Appendix E.
- 3. *Maintenance and Inspection:* Clean and maintain the oil or sand interceptor in efficient operating condition. Readily accessible oil or sand interceptors will be inspected on a periodic basis by the District. Make repairs and improvements deemed necessary by the District during the inspection and be responsible for costs of such repairs and improvements.

Oil and sand interceptors must be cleaned by pumping and power washing as provided in the customers' Authorization to Discharge Form. Clean and pump-out oil or sand interceptors at customer's expense. Improperly cleaned interceptors require more frequent cleaning and will result in increased costs to the customer. Complete cleaning by a District approved cleaning company. The District will provide a list of approved cleaning vendors. Vendors approved for cleaning of interceptors have demonstrated their ability to clean, pump, and dispose to the satisfaction of the District.

The District retains the right to inspect interceptors during regular business hours, without prior notice, to determine whether the interceptor is operating properly and is being adequately maintained on a regular basis. Record of maintenance on approved forms and keep on the premise. No chemical, thermal or bacteriological agents (enzymes) may be used to alter the contents of the interceptor without prior written District approval.

4. Non-Compliance and Cleaning Violations: In the event the customer has not installed a compliant oil or sand interceptor, the customer will be liable for payment of surcharges and fees in an amount as set forth in Appendix A – Oil and Sand Interceptor Annual Non-Compliance Surcharge. Surcharges will be invoiced annually and will compound each year.

In the event the customer is in violation of the Authorization to Discharge, the customer will be liable for payment of a surcharge and fees in an amount as set forth in Appendix A – Non-Compliant Pumping of Oil and Sand Interceptor. The customer shall have 30 days to comply with the Authorization to Discharge from the date of

notification by the District. An additional Non-Compliant Pumping of Oil and Sand Interceptor surcharge will be applied every 30 days until the customer achieves compliance.

Upon determination of non-compliance, the cost of the additional District inspections until compliance is achieved will be billed directly by the District to the customer at the rate set forth in Appendix A – Oil and Sand Interceptor Maintenance surcharge and, in addition, shall include other costs incurred by the District in inspecting the interceptor.

G. **Swimming Pools.** Public or private swimming pools are prohibited to be connected to the collection and/or treatment system without first obtaining a special permit from the District. Such permit shall define and specify the hours during which water may be discharged from such pools into the collection and/or treatment system and prescribe the fees and charges thereof.

#### 3.2 Authorized Users

Wastewater collection and treatment service will be provided only to properties within the WUSA. Properties within the WUSA but outside the District service area require a service agreement.

New and existing buildings with plumbing facilities shall connect to the District's collection system when a District sewer main or interceptor sewer is:

- 1) capable of providing service.
- 2) available within four hundred feet (400') of the property.
- 3) required to meet the requirements and specifications of applicable local and state laws.

Provide extensions and connections in accordance with the practices and conditions hereinafter contained and as shown in Standard Detail 1000. Customers will be required to plan, design, construct and finance sewer main extensions as required to serve a customer's property. A sewer main extension will be required to be constructed to the customer's property line if more than one private service lateral is proposed to be connected to the sewer main at the time of connection or in the future.

If one private service lateral will be connected to the sewer main, a collection system main extension will be required if the distance to the sewer main that a customer will connect to (measured from the intersection of the customer property boundary and private service lateral location on the customer's property boundary and the location of the private service lateral connection to the District's sewer main – 'L') is greater than the neighboring property owner's property boundary length (as measured along the neighbor's property boundary, between the customer's property and the private service lateral connection to the District's sewer main – 'L'). Extend the sewer main to within half the distance of the neighboring property boundary '1/2 P' (as measured from the intersection of the customer property boundary and the private service lateral location on the customer's property boundary and the customer's property boundary if the distance of the neighboring property boundary '1/2 P' (as measured from the intersection of the customer property boundary and the private service lateral location on the customer's property boundary and the extended sewer main) if the distance to the sewer main that the customer will connect to 'L' is greater than the distance of

the neighboring property boundary 'P' and only one private service lateral will be connected at the time of connection or in the future. The maximum length of "L" is two hundred feet (200').

No new buildings with plumbing facilities may be constructed within the District's service area unless connected to the wastewater collection system, except that the District may permit the customer to install a temporary private sewage disposal system, providing that the customer's situation meets the following four conditions:

- A. Extension to the District's wastewater collection system would create an unreasonable financial burden on the customer.
- B. A private sewage disposal system is constructed meeting Larimer County Health Department and CDPHE requirements.
- C. The customer deposits with the District the appropriate fees and charges required by these Rules and Regulations.
- D. The customer agrees by written service agreement to extend a private service lateral and complete main extensions as required to connect to the collection and/or treatment system at a time and/or condition agreed on between the District and customer. The customer must connect to the collection and/or treatment system when a sewer main or interceptor sewer is within four hundred feet (400') of a customer's property line. Such connection will require no additional system development fee other than as provided (unless required by change in usage).

## 3.3 Responsibilities of the Customer

Each customer is responsible for constructing and maintaining the entire length of their private service lateral. Develop a plan for repair for leaks or breaks in a private service lateral within seventy-two (72) hours from discovery of a leak/break and/or notification of such conditions by the District. Repair leaks or breaks in the private service lateral within two (2) weeks from the time of notification of such condition by the District. If satisfactory progress toward repairing the leak is not made, the District will terminate the private service lateral or have the private service lateral repaired/replaced at the District's discretion. The District will bill the customer resulting costs thereof, including, but not limited to, permitting fees, inspection fees, legal fees, design fees, construction fees, administrative fees and any other applicable fees, rates or charges.

Discharge or cause to be discharged into the collection and/or treatment system storm water, surface water, groundwater, roof runoff, subsurface drainage, cooling water or unpolluted industrial process water is prohibited.

Discharge or cause to be discharged to the collection and/or treatment system, substance which may be deleterious to the District's collection and/or treatment system is prohibited. Wastewater discharges shall conform to the requirements of these Rules and Regulations. Provide pretreatment of wastewater other than domestic wastewater. Provide pretreatment to the satisfaction of the District before the wastewater is allowed to enter the collection and/or treatment system.

In addition to the other fees noted, customers constructing new private service laterals will be required to pay a permit fee as noted in Appendix A. Relocation, replacement, or repair of an

existing private service lateral that involves a connection with the sewer main will require payment of a permit fee equivalent to a new private service lateral. Relocation, replacement, or repair of an existing private service lateral that does not require connection to the sewer main will require payment of a permit fee as noted in Appendix A.

Each customer is responsible to verify compliance with applicable Larimer County, Estes Valley Development, and Town of Estes Park Planning and Zoning Laws, including obtaining required right-of-way (ROW) permits prior to construction and approval of the private service lateral. Revocation of a building permit, denial of proposed property use, or abandonment of construction due to non-compliance, as determined by Larimer County or the Town of Estes Park, may not be construed as entitlement to refund of fees paid to the District.

# 3.4 Application for Wastewater Collection and Treatment Service

Customers desiring wastewater collection and treatment service from the District shall apply to the District for a new or change of service. File an application for service accompanied by the applicable fees and additional documents prior to action with the District to connect to the collection and/or treatment system. Only upon the District's approval of the application, payment of assessed fees, and execution of additional required documentation, may a connection to the collection and/or treatment system or change of service described in 3.8 be made.

Private service lateral connections generally fall into three categories: (1) a single private service lateral tap; (2) a subdivision consisting of multiple private service lateral taps; (3) multiple private service lateral taps other than a subdivision. The procedures to be followed in each of these categories are as follows:

A. **Single Tap** – A single private service lateral tap may be purchased by submitting an application to the District and obtaining a determination from the District if it is feasible, practical, and desirable to serve the property. If it is so found, the private service lateral tap may be purchased by payment of the permit fee, system development fee, and other applicable fees, and then make arrangements to have the private service lateral installed by a contractor that is approved by the District. Tap the District's sewer main as set forth in Appendix B once the private service lateral is installed from the structure to the District's sewer main.

A single private service lateral tap shall serve only one single-family equivalent (SFE) unit.

B. Subdivision Taps – To obtain private service lateral taps for a subdivision, the customer must submit an application to the District. This application will be reviewed by the District and its technical advisors to determine if service to a particular location is feasible, practical, and desirable. The application shall include plans, signed, and sealed by a professional engineer registered in the State of Colorado, in a form satisfactory to the District and which are detailed enough to determine the location of service required, number of private service lateral taps required and physical features which may affect service. The application shall also be accompanied by payment of a technical review fee, which is set by the District. Provided the District determines that service to a particular location is feasible, practical, and desirable, the customer may be required to enter into

a contractual arrangement with the District and pay certain sums of money as required in the contract.

C. **Multiple Taps Other Than a Subdivision** – More than one private service lateral tap may be purchased from the District if the purchase is for use on dwellings and structures which do not fall into the subdivision category. The District will determine the limit on the number of private service lateral taps which will be sold to a given location without that location being deemed a subdivision. Purchase of multiple private service lateral taps will be managed the same as that of a single private service lateral tap.

Submit a diagram of the private service lateral connection location in each application for service under this Section 3.4. Should information disclosed by the customer making the application prove false, or should such customer omit information, the District will have the right to: (1) reassess the system development fees originally charged at the rate current at the time discovery is made by the District of the false or omitted information; (2) disconnect the customer from the collection and/or treatment system; (3) back-charge the customer for service fees that may be due and owing; and/or (4) charge additional fees or penalties. Reassessment is due and payable, together with penalties or additional fees charged, and together with finance charges at the maximum legal rate on the entire balance, upon and from the date of the original application.

# 3.5 Denial of Application

The District reserves the right to deny an application for service when, in the opinion of the District, the service applied for would create an excessive seasonal, or other excessive demand on the wastewater collection or treatment system. Denial may also be based upon an unresolved obligation between the District and the customer, inadequate documentation of easements for private service laterals that serve the property, and/or a review of the specific circumstances of the application by the District.

## 3.6 Cancellation of Application

For violation of these Rules and Regulations, the District reserves the right to revoke prior approval of an application before wastewater collection and treatment service has been provided. If the applicant decides to in the future apply for service, a new application and payment of associated fees is required, subject to these Rules and Regulations.

# 3.7 Moved or Destroyed Buildings

When buildings are moved or destroyed, the original private service lateral connection authorization shall terminate, and no credit will be given for system development fees paid previously with respect to said building. However, the original private service lateral connection shall remain in good standing, provided that uninterrupted payment of the District's minimum service charge is made. If payment of the minimum service charge ceases, said private service lateral connection will be in violation of these Rules and Regulations and the private service lateral connection will be revoked. Non-payment within thirty (30) days of the billing is considered cessation of payment of the minimum service charge. If the original private service lateral connection for the building remains in good standing, additional system development fees shall not be required, unless a change in equipment, service or use occurs, which requires additional system development fees.

A connection to the system that is to be terminated due to moved or destroyed buildings will be capped at the sole expense of the customer. The District will determine the location and method of capping (at the sewer main or on the property). The District will inspect work relating to the disconnection and capping. Failure of the customer to comply with this action will subject the customer to penalties and additional costs incurred to excavate the private service lateral tap for inspection by the District.

Submit a formal application with the District and remit to the District applicable fees in effect at the time the reconnection application is requested if desire to reconnect the private service lateral connection to the system at some point following the capping.

## 3.8 Change in Customer's Plumbing Fixtures, Equipment, Service, or Use of Property

A change in the customer's plumbing fixtures, equipment, service, or use of property served, including conversion from residential to short-term rental, long-term rental, or other commercial type business, requires prior notification and written District approval. Changes which, in the opinion of the District, will increase the burden placed on the collection and/or treatment system (flow and/or loading) will require a redetermination of the system development fees and service charge, and a payment of additional system development fees and service charge resulting from the change in use. Failure of a customer to notify the District of a change in customer's plumbing fixtures, equipment, service, or use of property is considered a violation of these Rules and Regulations.

Changes to plumbing fixtures, equipment, service, or use of property that may result in the assessment of new single-family equivalents, a new system development fee, additional service fees, may result from and are not limited to inclusion or consideration of:

- Additions including bedrooms, ADUs, apartments, kitchens, bathrooms, or other improvements after 1980 (regardless of Town of Estes Park and/or Larimer County Building Department approval).
- Designation of non-bedrooms to bedrooms after 1980 (regardless of Town of Estes Park and/or Larimer County Building Department approval).
- Conversion of the entire property or a portion of the property from residential to commercial after 1980 (regardless of Town of Estes Park and/or Larimer County Building Department approval).

The District will review public information including, but not limited to: Town of Estes Park Planning and Building Departments; Larimer County Planning and Building Departments; Town of Estes Park and Larimer County Short-Term Rental (STR) permit applications and permits; Estes Valley Fire Protection District; real estate and lease advertisements; private short-term rental websites (e.g., VRBO and Airbnb); public transaction records; and customer provided information for notification of changes to the customer's equipment, service, or use of property.

The review of public information will occur at a minimum on an annual basis. Failure of the District to identify a change in customer's plumbing fixtures, equipment, service, or use of

property does not relieve the customer of the responsibility to notify the District. Following notification, the District will contact the customer to schedule a site visit and review changes.

The District will prepare a new fixture unit value inventory schedule following notification of a change. Fixtures physically removed from service and determined inoperable by the District will be removed from the historical fixture unit value inventory. Physical removal and inoperability of a fixture is determined by the District on a case-by-case basis and may involve plumbing modifications (e.g., capping; filling a drain with concrete; wall and/or floor repair with drywall and tile; and/or other modifications) by the customer. System development fees previously paid with respect to the property in question will be credited against the re-determined system development fees so that only the unpaid portion of re-determined system development fees shall be due. The customer will not receive a refund or reduction in SDFs and/or service fees.

- A. **Unauthorized Connection Fee.** Violations will result in the assessment of an unauthorized connection fee.
- B. Changes to Plumbing Fixtures, Equipment, Service, or Use of Property. A customer believed to have changed the plumbing fixtures, equipment, service, or use of property connected to the collection and/or treatment system is in violation and will be notified of the District's intent to assess additional system development fees, service charges or unauthorized connection fee.

Customers in violation will be afforded ten (10) business days to respond to the District's notice. Failure to respond as required herein within the ten (10) business day period will be deemed to establish such change of use.

Additional system development fees, service charges, and an unauthorized connection fee will be assessed by the District.

A response by the customer within ten (10) business days, including access for the District to make an inspection of the property to establish the nature of the plumbing fixture(s), equipment, service, or use of the property may defer the collection of fees.

## 3.9 Unauthorized Connections and Fees

No customer within the District's service area will be allowed to connect to the collection and/or treatment systems, or to enlarge or to otherwise change plumbing fixtures, equipment, service, or use of property, without approval of application for service, prior payment of system development fees, and adequate supervision and inspection of the private service lateral and private service lateral connection construction by the District. A connection, enlargement, and/or change of plumbing fixtures, equipment, service, or use of property not having met the aforementioned conditions will be deemed an unauthorized connection. Upon the discovery of an unauthorized connection, the then-current system development fees will become immediately due and payable, and the property shall automatically be assessed an unauthorized connection fee. The District will send written notice to the customer(s) of the property benefited by such unauthorized connections stating that an unauthorized connection has been made between the customer's property and the wastewater collection system. The customer shall have ten (10) business days from the date of the notice to pay the then-current system development

fees. The District may waive the unauthorized connection fee if the system development fee is paid within the ten (10) business day period and the connection is inspected and corrected/accepted. In the event the then-current system development fees are not paid within the ten (10) business day period, a Notice of Revocation of Service to the property will be sent and the private service lateral will be disconnected based on the circumstances and determination of the District. Once discontinued, service may be returned to the property only upon receipt by the District of both the unauthorized connection fee and the then-current system development fees, a reconnection fee, and service charges or other charges that may be due. The Larimer County Health Department will be notified.

# 3.10 Revocation of Private Service Lateral Connection

The right to connect to the collection and/or treatment system for service is revocable by the District upon non-payment of District fees and remaining unpaid for a period of ninety (90) days, whether or not the customer owning the right to connect has actually connected to the collection and/or treatment system. Such revocations will be conducted in accordance with Section 4. If the right to connect to the collection and/or treatment system is revoked, the customer may reacquire such right only by reapplying for service in accordance with these Rules and Regulations and after paying fees due and owing the District, including if for a new connection, the thencurrent system development fees charged by the District.

# 3.11 Disconnection and Reconnection of Service

Disconnection and reconnection to the collection and/or treatment system of a private service lateral that has been connected to the collection and/or treatment systems pursuant to approval by the District will be performed only by the District, regardless of the ownership of the private service lateral and regardless of the circumstances concerning the disconnection or reconnection. The District will assess a reconnection fee in an amount as set forth in Appendix A for such disconnection and reconnection performed.

The District will provide disconnection and reconnection to the wastewater collection system of a private service lateral only for: (1) a private service lateral connection for new construction, one time prior to the occupancy of the structure served, and (2) for customers requiring service to be disconnected for maintenance of a private service lateral.

Other requests for a disconnection and/or reconnection of District service may be granted or denied by the District after a review of the specific circumstances of the situation. Violation of this Section and/or failure to pay the reconnection fee shall result in a noncompliance fee against the property as set forth in Appendix A, in addition to the reconnection fee, and in addition to the penalties provided for unauthorized tampering with the collection and/or treatment system.

The customer's right to reconnect to the collection and/or treatment system for a private service lateral connection and the associated system development fees paid be forfeited if the private service lateral is not reconnected within twelve (12) months of the disconnection; unless the customer begins to pay and continues to pay the standby fees imposed for the private service lateral connection for each billing period, commencing with the first billing cycle after the twelve (12) month period has passed. If service fees are not paid pursuant to the Rules and Regulations

and the account is delinquent, the customer shall have an opportunity to bring the account current and/or for a hearing prior to the account being considered forfeited

# 3.12 Failure to Connect and Standby Service Fees

The customer's right to connect to the collection and/or treatment system for a new private service lateral connection shall terminate and the associated system development fees paid will be forfeited if the private service lateral connection is not made within twelve (12) months of the payment of the system development fees; unless the customer begins to pay and continues to pay the standby service fees imposed for the private service lateral connection for each billing period, commencing with the first billing cycle after the twelve (12) month period has passed. Standby service fees are for the right to delay connection and to retain future capacity and continued administration of the customer account and are due and payable in accordance with Section 4 of the Rules and Regulations. An account is considered delinquent and subject to collection action for nonpayment of standby service fees. Nonpayment of standby service fees may result in a forfeiture of the customer's system development fees paid along with the right to connect to the wastewater collection system, if the customer has been given notice and an opportunity for a hearing and the account is not made current in accordance with these Rules and Regulations.

# 3.13 Private Service Lateral Connections

If approved sewer mains are constructed within subdivisions, stub-outs shall extend from under the streets, sidewalk, and right-of-way limit so that subsequent cutting of the streets and work in the right-of-way is not required. Terminate stub-outs with a single downstream sweeping cleanout that is capped and accessible at twelve inches (12") above grade per Standard Detail 2000. The District will locate and inspect stub-outs. Provide an as-built drawing or map. Reimburse actual costs incurred by the District for such inspections.

Connect each private service lateral to the District's sewer mains separately using individually purchased private service lateral connections. Connecting multiple private service laterals to one private service lateral connection is prohibited without prior District approval. Private service lateral connections may not be made during non-business hours without the specific, written District approval. Private service lateral connections shall conform to Appendix B. The District will not approve or allow private service lateral connections to be transferred from one location or structure to another.

# 3.14 Commencement of Service Charges

Periodic service charges as provided in Section 7 and Appendix A become due and payable when the customer purchases a private service lateral connection.

## 3.15 Temporary Use

A customer may seek a temporary connection to the collection and/or treatment system by leasing capacity in lieu of paying a system development fee. This approach is intended for temporary situations with prior District approval. Leased capacity, when approved, will be

determined upon execution of a service agreement. This leased capacity charge is in addition to the regular service charge.

## 3.16 Voluntary Termination of Wastewater Collection and Treatment Service

Customers may request a voluntary termination of wastewater collection and treatment service and request the District terminate the private service lateral connection providing such service. Such action will be at the discretion of the District and in accordance with the Rules and Regulations, the Town of Estes Park Water Department, the Larimer County Health Department and the Colorado Department of Public Health and Environment (CDPHE). The Town of Estes Park and Larimer County will be notified of termination of wastewater collection and treatment service. The following conditions apply for an approved termination:

- A. Pay current and past due fees and charges.
- B. System development fees and permit fees paid are not refundable.
- C. Terminated connections will be capped at the sole expense of the customer. The District will determine the location and method of capping (at the main or the private service lateral on the property). The District will inspect work relating to the disconnection and capping. Failure of the customer to comply with this action will subject the customer to penalties and additional costs incurred to excavate the private service lateral for inspection by the District.

Following the disconnection, if the customer desires to reconnect to the wastewater collection and treatment system, the customer shall make a formal application with the District and remit to the District applicable fees in effect at the time the reconnection application is presented.

### 3.17 Unauthorized Tampering

- A. The District's personnel and contractors are the only persons authorized to access the collection and/or treatment system. No unauthorized person shall uncover, use, alter, disturb, or make a connection with, or opening onto, the collection and/or treatment system without first obtaining written District approval. Unauthorized uses of the collection and/or treatment system include, but are not limited to, an unauthorized disconnection or reconnection of wastewater collection and treatment service, unauthorized recreational vehicle (RV) dumping, and unauthorized vault waste dumping.
- B. The malicious, willful, or negligent, break, damage, destroy, uncover, deface, or tamper with portions of the collection and/or treatment system is prohibited.
- C. Violation of the provisions of this Section will be prosecuted to the full extent of Colorado law and an unauthorized tampering/use fee will be assessed as set forth in Appendix A.

### 3.18 Enforcement

- A. The District will initiate procedures against the customer responsible for the grease, oil or, sand interceptor to obtain compliance with these Rules and Regulations, if the District discovers the grease, oil, or sand interceptor is not properly maintained.
- B. The District will order a customer to correct and/or abate discharge of wastewater in violation of these Rules and Regulations as directed by the District.
- C. Whenever a discharge of wastewater or the operation of a grease, oil, or sand interceptor is in violation of the provisions of these Rules and Regulations and causes or threatens to cause a condition of contamination, pollution or nuisance, the District will issue written notice to correct the practice within seventy-two (72) hours of the notice. If the practice is not corrected within such time, the District may notify CDPHE and effect disconnection of the private service lateral from the collection and/or treatment system until such time as the District has received adequate assurances that violations of the proceedings will be charged against the property and, until paid shall constitute a perpetual lien against the property.
- D. When a discharge of wastes causes an obstruction, damage or other impairment to the District's collection and/or treatment system, the District may assess a charge against the property for the work required to clean or repair the facility and add such charge to the customer's service charge, and the District will have such remedies for the collection of such costs as it has for the collection of service charges, which until paid shall constitute a perpetual lien against the property.
- E. To affect its powers, the District may enter upon private property for the purpose of inspection and maintenance of sanitary and waste disposal facilities and may assess applicable unpaid fees, rates and charges, terminate service to property, and exercise all of its lawful powers in which a violation of these Rules and Regulations is found to exist pursuant to the procedures set forth herein.
- F. The prohibitions against unauthorized discharge of wastes proscribed in this Section include the dumping or pumping of wastes directly into the District's manholes without the prior written consent of the District. The District will investigate any dumping or pumping of waste into District manholes, unauthorized tampering and other violations of the Rules and Regulations and may initiate legal action against any person found to have tampered with, pumped or dumped waste in violation of these Rules and Regulations.

#### 3.19 Acceptance of Biosolids

- A. The District will receive biosolids from acceptable sources with prior District approval. The District's fee for acceptance of biosolids will be in accordance with Appendix A.
- B. The generator shall pay the cost of testing of biosolids in accordance with Appendix A. Testing of biosolids includes the following parameters:
  - 1. BOD<sub>5</sub>
  - 2. CBOD
  - 3. TSS
  - 4. Oil and Grease
  - 5. pH

- 6. Alkalinity
- C. Discharge biosolids to the District's wastewater treatment facility at a point to be determined by the District at the time of discharge.
- D. The biosolids generator shall bear hauling, testing, disposal, transfer, pumping and miscellaneous costs.

## 3.20 Recreational Vehicles (RV) and Tour Buses

A. Personal and commercially operated recreational vehicles (RVs) and tour buses shall not be permanently or temporarily connected to the District's collection and/or treatment system without prior District approval.

### 3.21 Waste Haulers

- A. Waste haulers shall pay for and obtain a permit from the District prior to discharge to the District's collection and/or treatment system. The permit is valid for one year from the date of issuance.
- B. Waste haulers shall bear hauling, testing, disposal, transfer, pumping and miscellaneous costs.
- C. Waste haulers shall provide documentation of the source of the waste including the different sources of domestic wastes that may be combined into one load.
- D. Waste haulers shall provide documentation of liability insurance, with minimum coverage of \$1,000,000.00 commercial general liability.
- E. Waste haulers shall provide photocopies of driver's licenses for employees that discharge to the District.
- F. Waste haulers shall furnish a letter of credit payable to the Upper Thompson Sanitation District for the amount of \$500.00 on file at the District office. The letter of credit will provide reimbursement to the District for repair of the District's collection and/or treatment system damaged by the waste hauler or for unpaid charges owed to the District by the waste hauler.
- G. Waste haulers must provide safety data sheets (SDS) copies of the chemicals used with hauled portable toilet waste.
- H. The District will confirm the quantity of material discharged to the District and will determine the total hauled waste charge.
- I. The District's fee for acceptance of hauled wastes will be in accordance with Appendix A.
- J. The waste hauling generator shall bear the cost of testing of hauled wastes in accordance with Appendix A. Test hauled wastes including the following parameters:
  - 1. BOD<sub>5</sub>
  - 2. CBOD
  - 3. TSS
  - 4. Oil and Grease
  - 5. pH
  - 6. Alkalinity
- K. The District will bill the waste hauler for charges with payment due no later than 30 days following the date of billing. If the waste hauler's account is delinquent, the District will execute the letter of credit and waste hauler discharge privileges will be suspended.

- L. The District may not accept hauled wastes.
- M. The District will only accept residential or domestic hauled wastes from locations within the Big Thompson Watershed. A copy of the Big Thompson Watershed Boundary is included in Appendix J.
- N. Prior District approval is required for hauled loads originating from non-residential establishments. The District may accept waste from non-residential, industrial, or commercial establishments within the Big Thompson Watershed if the waste hauler demonstrates that the waste is domestic and does not contain process or industrial wastewater. Steps for District approval of domestic waste loads from industrial or commercial sources are as follows:
  - The District must be notified at least two (2) weeks prior to the desired hauling date by contacting the District WWTF Superintendent at 970-586-5389. The generator of the waste will be required to complete a wastewater questionnaire which will provide information to the District on the industrial or commercial process at the waste source and waste generation and disposal methods.
  - The District will review the information submitted with the questionnaire and determine if further information, which may include a facility inspection and waste sample, is required. If a sample and an inspection are considered necessary, a laboratory fee will be added to the basic discharge fee to recover analytical costs incurred by the District.
  - The District's fee for acceptance of non-residential waste will be determined by the District prior to discharge.
  - The District will notify the waste hauler of the decision and fee at least one (1) week in advance of the desired hauling date.
  - Different sources and types of waste may not be combined into one load.
  - Grease, oil, and sand interceptor wastes are prohibited.
- O. Waste haulers agree to follow District discharge requirements and procedures including:
  - Sampling will be conducted on a periodic basis.
  - The discharge of hauled waste will be conducted Monday through Friday, 7:00 am to 3:30 pm, excluding District holidays.
  - Hauled waste loads may be accepted on Saturday by appointment and for special circumstances only.
  - Waste haulers shall report malfunctions of equipment or facility damage immediately to the District.
  - Waste haulers and their employees shall not be under the influence of illegal drugs or alcohol while on District property.
- P. Waste hauler procedures for use of the dump station at the wastewater treatment facility include:
  - Discharge hauled wastes to the District's wastewater treatment facility at a location and flow rate to be determined by the District at the time of discharge.
  - Complete the waste ticket completely and legibly at the sign-in area.

- Inspect the receiving station and report damage or spills to the District prior to discharge of waste.
- Carefully back into the dump station ensuring that the truck discharge is well within the containment area.
- Allow District staff to collect waste samples, as necessary.
- Connect waste discharge hose to hauler tank and slowly open hauler tank discharge valve.
- When discharge is completed unhook hose, clean out hose inside with spray water, and hose spills to the drain.
- Hosing dirt or mud off the hauler's truck while at the wastewater treatment facility is prohibited.
- District costs for removal of sand and mud from the containment area or drain system will be charged to the waste hauler that is responsible for the dirt and mud accumulation.
- Check that the discharge hose is properly stowed; inspect site for further clean up; and when acceptable, carefully pull out of dump station.
- Q. Waste haulers are expected to understand this policy and fulfill requirements. Submit accurate, legible, and complete forms and records in a timely manner. Falsification of records or log sheets or the discharge of unacceptable wastes, e.g., industrial wastes, grease, oil, and sand interceptor wastes, hauled wastes from outside of Big Thompson Watershed (Appendix J), etc. will result in the immediate revocation of discharge privileges. Failure to comply with this policy will be grounds for revocation of discharge privileges.
- R. The District may revise this policy as deemed necessary.

### Section 4 Revocation of Service

#### 4.1 For Violation of Rules and Regulations

The District has the right to revoke service to a property for violation of these Rules and Regulations in accordance with the procedure set forth in this Section.

#### 4.2 For Non-Payment of Fees

Service is revocable by the District upon nonpayment of valid fees or charges owing to the District.

- A. The following procedure will be used for <u>non-metered In-District</u> customer non-payment of fees:
  - 1<sup>st</sup> Notice Finance Charge on Delinquent Account The District will assess a one percent (1%) finance charge on delinquent service fees every thirty (30) days past the due date.
  - Final Notice of Delinquency If a customer's account becomes 55 calendar days past the due date, the District will assess an additional finance charge on delinquent service fees. A final notice of account delinquency and termination of wastewater collection and treatment services will be sent, and the District may notify the Town of Estes Park and/or Larimer County. The District will post a Disconnect Notice on the customer's door stating the balance due which includes eligible and unpaid service fees and finance charges and the pending date of disconnect.
  - **Disconnection** If a customer's account becomes 60 calendar days past the due date, the District may disconnect the customer from the collection and treatment system. Upon disconnection the District will hand deliver or post a Disconnect Notice on the customer's door stating when the property was disconnected. The Town of Estes Park and/or Larimer County will be notified. The District will assess a disconnect fee on the account.
- B. The following procedure will be used for <u>metered In-District</u> customer non-payment of fees:
  - **1**<sup>st</sup> **Notice Finance Charge on Delinquent Account** The District will assess a one percent (1%) finance charge on delinquent service fees when the account becomes fourteen (14) days past the due date.
  - Final Notice of Delinquency If a customer's account becomes thirty (30) calendar days past the due date. A final notice of account delinquency and termination of wastewater collection and treatment services will be sent, and the District may notify the Town of Estes Park and/or Larimer County. The District will post a Final Disconnect Notice on the customer's door stating the balance due which includes eligible and unpaid service fees, finance charges, and the pending date of disconnect.
  - **Disconnection** If a customer's account becomes forty-five (45) calendar days past the due date, the District may disconnect the customer from the collection and-

treatment system. Upon disconnection the District will hand deliver or post a Disconnect Notice on the customer's door stating when the property was disconnected. The Town of Estes Park and/or Larimer County will be notified. The District will assess a disconnect fee on the account.

- C. The following procedure will be used for <u>non-metered and metered customers governed</u> <u>by service agreements</u> for non-payment of fees:
  - **1**<sup>st</sup> **Notice Finance Charge on Delinquent Account** The District will assess a one percent (1%) finance charge on delinquent service fees when the account becomes fourteen (14) days past the due date.
  - **2**<sup>nd</sup> **Notice / Agreement Default Proceedings** If a customer's account becomes thirty (30) calendar days past the due date the District will prepare and send a Late Notice Statement delineating amounts due including delinquent service fees and finance charges. The District will initiate Agreement Default proceedings.
- A. Each of the notices described is provided in Appendix F.
- D. The District may impose a delinquent account administrative fee in accordance with Section 7.11 and the customer shall be required to pay such fee, in addition to other fees and charges owing for continuation of service.
- E. The District shall also impose a disconnection and reconnection fee in accordance with Sections 7.7 and 7.8 and the customer will be required to pay such fee(s), in addition to other fees and charges owing, before service will be restored.
- F. Prior to any disconnection there exists the opportunity for a hearing in accordance with Section 5 for non-payment of fees.

### 4.3 Procedure

Prior to the revocation of service by the District, for reasons other than non-payment of fees, the District will prepare and deliver to the customer a written notice stating:

- A. the reason for revocation of service,
- B. the customer has the right to contact the District regarding the revocation,
- C. the manner in which the District may be contacted,
- D. there exists the opportunity for a hearing in accordance with Section 5, and
- E. the customer's service may be disconnected ten (10) calendar days from the date of the notice unless the reason for revocation is resolved in a manner satisfactory to the District.

## 4.4 Emergency

In the event of an emergency, the District may terminate or suspend service without prior notice. The District will provide subsequent notice of the termination or suspension which states the reason for such action.

### Section 5 Hearing and Appeal Procedures

### 5.1 Application

The hearing and appeal procedures established by this Section shall apply to complaints concerning the interpretation, application, or enforcement of the Rules and Regulations, and contracts related thereto, as they now exist or may hereafter be amended. The hearing and appeal procedures established by this Section shall not apply to the following complaints:

- A. Complaints that arise with regard to personnel matters for any employee who is also a customer of the District. The complaints will be governed exclusively by the District's personnel rules.
- B. Complaints that arise with regard to extraterritorial customer default. The complaints will be governed exclusively by the service agreement.
- C. A complaint which does not concern the interpretation, application, or enforcement of the Rules and Regulations, or contracts related thereto.

#### 5.2 Initial Complaint Resolution

Complaints concerning the interpretation, application, or enforcement of Rules and Regulations must first be presented in writing to the District, or a designated representative. Upon receipt of a complaint, the District or the designated representative shall make a full and complete review of the allegations contained in the complaint and shall take such action and/or make such determination as may be warranted. The complainant will be notified of the action or determination in writing within twenty (20) days after receipt of the complaint.

#### 5.3 Hearing

In the event the decision of the District or the designated representative is deemed unsatisfactory by the complainant, a written request for appeal and a hearing may be submitted to the Board of Directors within twenty (20) days from the date written notice of the action or determination of the District or the designated representative was mailed and/or emailed. The request for an appeal and a hearing shall set forth, with specificity, the facts or exhibits upon which the complainant relies and shall contain a brief statement of the complainant's reasons for the appeal. The District or the designated representative will submit information concerning the action or determination made in response to the initial complaint and may submit additional written comments that further clarify such action or determination in response to the request for appeal and a hearing.

If receipt of the request for appeal and a hearing is timely and if other prerequisites prescribed by these Rules and Regulations have been met, the Board of Directors shall conduct a hearing at the District's convenience. Every effort will be made to conduct the hearing within a reasonable period after the receipt of the request, but no longer than ninety (90) days (and during such period no action resulting in disconnection or termination of service shall be taken). The hearing will be conducted in accordance with and subject to pertinent provisions of these Rules and Regulations.

## 5.4 Conduct of Hearing

At the hearing, the Chairman of the Board of Directors or appointed hearing officer shall preside. The complainant and representatives of the District will be permitted to appear in person, and the complainant may be represented by a person of their choice, including legal counsel.

The complainant or their representative and the District representatives shall have the right to present evidence and arguments; the right to cross examine persons; and the right to oppose testimony or statement that may be relied upon in support of or in opposition to the matter complained. The Chairman of the Board of Directors or hearing officer may receive and consider evidence which has probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs. The Chairman of the Board of Directors or hearing officer or member of the Board of Directors may ask questions of the complainant or representative in order to clarify further an issue relevant to the complaint.

The Board of Directors shall determine whether clear and convincing grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the Rules and Regulations that are the subject of the complaint. The decision will be based upon evidence presented at the hearing. Complainant shall bear the burden of showing that the required grounds exist to alter, amend, defer, or cancel the action.

## 5.5 Findings

Subsequent to the hearing, the Board of Directors shall make written findings and an order and will mail and/or email the findings and order to the complainant no later than twenty (20) days after the date of the hearing. The Board of Directors' findings and order will be final.

### 5.6 Notice

A complainant will be given written notice of hearing before the Board of Directors by certified mail and/or email at least ten (10) days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time, or to a waiver of formal notice.

### Section 6 Service Extension Policies

#### 6.1 General Policy

New wastewater collection and treatment service will be furnished only after the following conditions are satisfied:

- A. The proposed area for which service is requested is included within the WUSA.
- B. Regional and local facilities required to serve the proposed area are in place and have had District design and construction approval.
- C. The private service laterals for the proposed area have been installed in accordance with District standards and their construction inspected and approved by the District. Private sewage disposal systems are prohibited within the boundaries of the District service area without the express written consent of the District and Larimer County.
- D. The applicable permits have been applied for and approved and required system development fees and technical review fees have been paid.

### 6.2 Regional Facilities

Customers desiring service to new areas within the WUSA shall keep the District informed and provide adequate lead time to permit the reasonable construction of required regional facilities. The District may require financial commitments, including a monetary contribution, in whole or in part, from a customer, to incur the expense of planning, designing, and constructing required regional facilities. Subject to the availability of funds, a determination of economic feasibility by the District, and a determination by the District that the best interest of the District is thereby served, the District may construct, on such terms and conditions as it deems appropriate, the regional facilities.

#### 6.3 Local Facilities

- A. **Ownership.** Unless specifically exempted by the District in writing, private service laterals located within the District service area will be owned and maintained by the customer. The District's ownership ends and the customer's ownership starts at the location where the private service lateral connection is made into a sewer main or interceptor sewer.
- B. **Responsibility for Construction and Costs.** As set forth in Section 2.2.B, it is the customer's responsibility to plan, finance, design and construct regional facilities as required and local facilities. Construct regional and local facilities in accordance with plans and specifications approved by the District, and in accordance with minimum standards adopted by the District.
- C. Line Sizing. Size local facilities adequately to serve the development tract for which they are designed. Where the facilities also have a transmission function serving areas outside of the subject tract, as determined by the customer and approved by the District, then the District may require that the local and/or regional facilities be oversized and financed

as set forth in Section 2.2. In no case shall sewer mains of eight-inch (8") diameter or less be considered as having a collection system function.

- D. **Preliminary Design Procedures.** The District may complete system planning or system planning shall be completed by a professional engineer registered in the State of Colorado, at the District's option. The customer shall reimburse the District for system planning costs. Preliminary plans and final designs require District approval. The District will perform inspection services. After District preliminary review and District design approval, the customer may proceed with final design. The District will determine if the local facilities require oversizing during preliminary design.
- E. **Pre-Application Meeting.** The District will schedule a pre-application meeting for the customer to describe the project and for the District to present the planning, design, installation, and oversizing requirements.
- F. Application and Deposit. Submit an application for service to the District along with an initial deposit, to cover the costs incurred by the District in association with the review of the development project. The District will hold the deposit in a non-interest-bearing escrow account. The amount of this initial deposit is provided in Appendix A. The District has the right and authority to make disbursements from said escrow account at its sole discretion to cover the District's costs for planning and engineering review services, attorney and other consultant fees, and other costs and expenses incurred with regard to the application. The balance remaining in the escrow account following District approval, denial, or withdrawal of the application, will be returned to the customer without finance charges. Make a supplemental deposit to the escrow account to cover future costs and expenses resulting from the application in the event that the initial deposit is exhausted before final disposition of the application. Failure to make such necessary supplemental deposits shall cause the application review process to cease until the required deposits are made. The District, upon good cause shown to the District's satisfaction, may reduce the amount of the initial deposit; however, the customer shall remain responsible for the actual costs incurred by the District associated with the application.
- G. Easements/Rights-of-Way. Install sewer mains and interceptor sewers in trenches containing no other conduits. The District shall determine the alignment and depth of such installations. The District will determine if the topography and alignment of such rights-of-way are suitable for the installation of private service laterals, sewer mains and interceptor sewers. Provide adequate space and easement reservations for sewer mains and interceptor sewers to the District without charge. Dedicate easements for District materials and District use only. Easements may be shared with other utilities if the following criteria are met: 1) consent of the property owner for shared use; 2) adequate separation between utilities as determined by the District; and 3) District approval of shared use.

The District requires immediate access to District easements and rights-of-way for maintenance. Building structures (including buildings, sheds, garages, and other structures), landscaping (including timbers, trees, shrubs, boulders, rocks, and other features), storage (including materials, equipment, and snow), and impounding of water

is prohibited within District easements and rights-of-way. Construct fences located in District easements and rights-of-way to allow for immediate District access for maintenance. The District will attempt to notify customers/property owners prior to work completed in easements and rights-of-way that is planned in advance. An attempt to notify customers/property owners by the District may not be provided in advance of emergency work completed in easements and rights-of-way. Costs associated with the removal, repair, and/or relocation of non-District appurtenances located in a District easement, whether for planned or emergency work, will be the sole responsibility of the customer and/or property owner. Any obstruction of access to and within a District easement may be removed by the District and the District shall not be responsible for damage or destruction of any material causing such obstruction.

H. Final Design. The application and final design documents will be furnished to the District for review and District approval. The submittal shall include construction drawings, specifications, and other documents. A professional engineer registered in the State of Colorado and acceptable to the District shall prepare the plans. Plans must be reviewed and approved by the District. Prepare plan and profile drawings on a horizontal scale one-inch equals forty feet (1"=40') (other scales may be accepted, as determined by the District). Elevations must be United States Geographical Survey datum. Field verify elevations of existing District collection system. Plans and specifications must include the provisions noted in Appendix B, C, and I with other detailed provisions as required by standard engineering practice.

Submit designs for regional and local facilities to the District for review at least thirty (30) days before approval is required. Plans, specifications, and easements submitted for District approval shall not be considered until they are complete and have been approved by a professional engineer registered in the State of Colorado.

Design approvals are valid for twelve (12) months from the date of District approval unless otherwise specifically noted in the approval. If construction is not substantially complete by that time, resubmittal of the plans may be required, and new construction may not be initiated without the District's approval.

1. **Construction Phase.** Construct regional and local facilities in strict accordance with the approved design. Submit contractor changes to design and materials that were previously approved in the final design submittal to the District for review and District approval prior to start of the construction. The District will inspect the work to assure quality construction and installation materials and practices are general conformity with the approved plans and specifications. The District is not responsible for, other construction phase inspection related services (e.g., staking the easement and/or private service laterals, sewer mains and interceptor sewers locations, measuring quantities, preparing pay estimates, and administrative or management-type relations with the contractor), unless a service agreement is executed between the District and the customer. Schedule a pre-construction conference with the District prior to construction. Notify the District at least five (5) business days prior to beginning construction, and thereafter shall keep the District informed of the construction schedule. No work may be covered, hidden, or

completed without the District's presence and District approval. Additional fees based on hourly rates and expenses incurred by the District will be invoiced for repeat inspections.

Complete construction staking prior to the installation of the private service laterals, sewer mains and interceptor sewers. Maintain staking throughout the installation of private service laterals, sewer mains and interceptor sewers. Staking shall include easement or rights-of-way stakes and cut/offset stakes (fifty feet (50') maximum spacing unless otherwise approved).

- J. As-Built Drawings. Submit accurate "as-built" drawings showing adequate connections to physical facilities at the completion of work by the customer's engineer. Submit with: (1) three (3) full size (22-inch by 34-inch) hard copy sets of "as-built" drawings on paper and (2) a set of the "as-built" drawings (scaled to 11-inch by 17-inch and 22-inch by 34-inch) in a digital format (CAD and PDF). As-built drawings shall furnish information in a manner approved by the District. Comply with the following guidelines for as-built plans:
  - 1. The original design plans with changes made will become the as-built plan set. "Cloud" changes to show what has changed. "Clouds" in the same layer to allow them to be turned off.
  - 2. Include a statement of who provided the survey points, the contractors redlines, and who prepared the as-built plan set on the title sheet. Submit the PDF version of the as-built title sheet from the original approved design plans with approval signatures shown.
  - 3. Insert points into as-built production drawings. Every surface feature must have a survey point.
  - 4. XREFS are not allowed.
  - 5. Group information into similar layers with a name representing the information included.
  - 6. Provide electronic as-builts with GIS compliant survey data, as follows:
    - a. To establish rotation, document a minimum of two (2) OPUS points at minimum distance of three hundred feet (300') in a table on the first page of the survey.
    - b. The horizontal coordinate system documented on the first page of the survey using Colorado State Plane North, NAD83 HARN WKID/EPSG Code 2876.
    - c. The Vertical Datum documented on the first page of the survey using NAVD 1988.
    - d. False Northing and False Easting documented on the first page of the survey and chosen such that points in the survey lay in the positive north and positive east quadrant.
    - e. Combined Scale Factor with latitude, longitude, and elevation of reference point documented on the first page of the survey.
    - f. Units in US Survey Feet and documented on the first page of the survey.

- g. Survey and design results will be delivered in AutoCAD2010.DWG digital format and geospatial PDF format using the same coordinate system, reference system, and projection as listed.
- K. GIS Data. Submit accurate GIS database information including northing, easting, and vertical elevation of each surface feature installed (manholes, clean-outs, etc.); size, material, slope, elevations, and date installed (manholes, pipes, clean-outs, private service laterals, etc.); and acceptable coordinate system for provided information. Submit GIS data in a manner approved by the District.
- L. **Maintenance.** The customer shall operate and maintain private service laterals. The District will be responsible for operating and maintaining sewer mains and interceptor sewers which have been completed, finally accepted by, and deeded, or dedicated to the District, except that the customer shall provide for a two-year warranty period. Customers, contractors, and/or developers shall provide a two-year warranty bond on an acceptable form for the warranty period, as required.

Provide bonds in the form prescribed and execute by such sureties as named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. Bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. Bonds shall meet the requirements of Colorado Revised Statutes 38-26-105 and 38-26-106. When the value of the work is \$50,000 or greater such surety companies shall have a Best's rating of no less than A:VII.

Promptly notify the District and within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with these requirements if the surety on bond furnished is declared bankrupt or becomes insolvent or its right to do business is terminated.

M. **Project Review Requirements Summary and Checklist.** A project review requirements summary and checklist are provided in Appendix K. The project review requirements summary and checklist are provided as guidance for use with meeting the minimum submittal requirements for regional and local facilities.

## 6.4 Service Agreement Required

The right to discharge wastewater through the wastewater collections system shall exist only under a Service Agreement, and no physical connection may be made or modified to such facilities or to privately-owned or publicly owned extension thereof for purpose unless a Service Agreement has first been obtained authorizing the use for which such a connection is to be made. The District reserves the full power and authority to determine matters in connection with the discharge of wastes into the collection and/or treatment system. A. **Separate Service Agreements.** Discharge of wastes generated from offsite property to a private service lateral located on the property is prohibited. A separate Service Agreement is required for each property discharging wastewater. The private service laterals to a structure served by the District must be independent of the private service laterals to other structures, except where the structures involved comprise an undivided unit with no potential for separate ownership.

### B. Increased Service for Existing Customers.

- 1. Wastewater Demand. Customers expanding a building or otherwise increasing wastewater flows so that the number of SFEs will be increased, must apply for a modified Service Agreement, whether or not the actual private service lateral size is increased.
- 2. Increased System Development Fees. Pay incremental system development fees at the rate in effect at the time the modified Service Agreement is issued. In those cases where the District determines that there will be an increase in demand. Incremental system development fees will be computed by assessing the current system development fees for the new usage, minus the current system development fees applicable for the previous usage.
- C. **Transfer of Service Agreement.** The Service Agreement attaches to the designated property only and may not be sold separate from the property. A Service Agreement is not affected by changes in the ownership of the property and is re-usable only in accordance with the terms of the Service Agreement. Neither Service Agreement nor the associated system development fees are transferable to other properties.

## 6.5 Service Agreement Issuance

A Service Agreement may only be issued under the following conditions:

- A. **Application.** Submit a signed, written application for service to the District which shall contain the following information:
  - 1. A description of the property to be served under the Service Agreement by reference to parcel number, land survey, or by designation of lot and block, or other legal description adequate to define the area to be served by convenient references.
  - 2. A description of the building, or buildings, to be constructed and their purpose. Furnish an estimate of expected peak and average flow loads, with calculations and information as required by the District if the buildings will be used for commercial or industrial purposes (any use other than domestic residential).
  - 3. An acknowledgment and Service Agreement by the customer that proposed use is limited and defined by applicable law and these Rules and Regulations.
  - 4. If a use is proposed which could result in high strength waste loads, the District may require that the customer submit additional information regarding strength of waste loads.

- B. Payment of District Fees. Prior payment of:
  - 1. Technical review fee.
  - 2. System development fees for the appropriate number of SFEs. Simultaneous payment of applicable District fees will be required. To assure the receipt of system development fees on a predetermined schedule, the District requires a customer enter into a Service Agreement with the District prior to the connection to the collection and/or treatment system. The District will not issue confirmation of a commitment to serve a customer unless, under these circumstances, such Service Agreement is signed.
- C. **Payment of Service Agreement Fees.** Prior payment of Service Agreement fees which administratively cover the cost of private service lateral and private service lateral connection inspection by the District, and for materials furnished by the District.

### Section 7 Fees and Charges

### 7.1 General

The District has established system development fees (SDF), permit fees, service charges, and other fee schedules. The current rates and fees are set forth in Appendix A. These fees may be increased or decreased by the District as permitted by law.

Payments may be made by cash, check, credit card, and electronic check (e-check). Credit card and e-check fees will be added at the time of transaction.

Fees and charges, including disputed fees and charges, are due upon the date identified on the invoice. Monthly finance charges on delinquencies will begin to accrue the day after the invoice due date in accordance with Section 4. Disputed charges that are determined to be incorrect and in which a credit is due, as determined by the District, will be applied against future invoices. Non-payment of fees and charges within the prescribed payment period will result in revocation of service in accordance with Section 4.

#### 7.2 Permit Fees

Permit fees cover the actual cost incurred by the District in the installation and inspection of private service lateral connections. Additional fees based on hourly rates and expenses incurred will be invoiced for repeat inspections.

#### 7.3 Inspection Fees

Inspection fees cover the actual cost incurred by the District in the administration and inspection of private wastewater facilities (e.g., grease interceptors, oil, and sand interceptors, lift stations, etc.) Additional fees based on hourly rates and expenses incurred will be invoiced for repeat inspections.

#### 7.4 Non-Metered Fixture Unit Value (FUV) and Metered Single-Family Equivalent (SFE) Schedules

The SFE schedule establishes the setting of certain fees. The basis for the SFE schedule is an average detached single-family residence, or its equivalent, as defined in Section 1.9. The SFE value of a non-metered customer is based on the summation of fixture unit values (FUV) and bedroom allocation at the customer's residence and the review of industry standards as noted in Appendix A (without the use of FUV). The minimum non-metered SFE value will be 1.00. A non-metered FUV inventory schedule and an SFE value schedule are provided in Appendix A. The minimum SFE value of a metered customer will be 1.00. A metered SFE value schedule is provided in Appendix A. Generally, non-metered customers are non-commercial customers and metered customers are commercial customers.

### 7.5 System Development Fee (SDF)

The system development fee (SDF) facilitates the recovery of capital investment attributable to the collection and/or treatment system. The SDF will be assessed based on the property SFE

value, using the SFE schedule and the fixture unit value rate, as provided in Appendix A. The SDF is in addition to other fees or charges relating to wastewater collection and treatment service.

The SDF is due at the time of District approval of the Service Agreement.

The SDF is due within 30 days of the date of the invoice for existing customers that have a change in equipment, service, or use of property. Invoicing will occur upon final determination by the District of the change in plumbing fixtures, equipment, service, or use of property.

### 7.6 Service Charges

Wastewater collection and/or treatment system operating revenues are primarily derived from service charges. Service charges will be based on a rate schedule, using the appropriate SFE value as provided in Appendix A. Other service charges shall incorporate a base charge to cover billing and a portion of fixed overhead costs.

A. High Strength Wastewater. The service charges set forth in Appendix A are based on wastewater strength similar to normal domestic waste. Where high strength wastes may be expected (above 230 mg/L BOD and 230 mg/L TSS), the District reserves the right to require the installation of a sampling point, and to charge an additional high strength wastewater fee. The District will determine additional high strength wastewater fees based on current treatment costs plus the administrative costs of sampling, testing, and billing.

## B. Service Charge Waiting Period.

- 1. Service charges for new construction, including stubbed/roughed-in plumbing, and conversion of septic tanks / vaults to the collection and/or treatment system will begin to be billed, when one of the following conditions are met:
  - a. on the first day of wastewater discharge to the sanitary sewer, if within one year of purchase of a SDF,

## OR

- b. 120 days following physical private service lateral connection to the sanitary sewer.
- Service charges for remodeled, relocated, stubbed/roughed-in plumbing, and/or reallocated (new SFE/FUV allocation) private service lateral connections will begin 90 days following purchase of the SDF.

## C. Service Charge Account Billing Address.

1. Service charges are invoiced directly to the recorded property owner(s) as established in the System Development Fee and Private Service Lateral Tap Agreement.

### 7.7 Disconnection Fee

If service is to be disconnected, a disconnection fee, in the amount set forth in the fee schedule in Appendix A, will be assessed on the account.

## 7.8 Reconnection Fee

If service is disconnected, a reconnection fee, in the amount set forth in the fee schedule in Appendix A, will be assessed on the account. Service to the property will not be reconnected until the customer has paid the reconnection fee, outstanding charges and fees, and unpaid disconnection fees.

## 7.9 Shared Facility Improvements

In circumstances where a customer is required to construct and invest in facilities which can partially benefit future development, the District may decide to plan, design, finance, and construct the facilities at the District's expense with reimbursement of the costs from prorated fees collected from future customers. The District has no obligation to plan, design, finance, and construct the facilities at the District's expense.

- A. The cost of planning, design, financing, construction, and associated costs of the sewer main for adjacent developments, private service laterals, benefited properties, and oversizing of mains will be determined by the District following construction. The cost may be assigned to current and future customers served by the facilities on a prorated basis if the District elects to install sewer mains in a right of way or easement bordering the customer's property which allows future customers to directly obtain service through the sewer main. Customers applying to make a private service lateral connection to such sewer main shall pay the applicable prorated unit cost (in addition to system development and permit fees) to the District prior to making a connection.
- B. The District will approve the actual cost. In case of disputed eligibility of costs, the District's decision will be final. The District will propose a rational method in case of disputed method of prorating the costs. The District's decision is final.

## 7.10 Transfer of Fees

No system development fees paid on behalf of one property, or portion thereof, may be transferred to another property.

### 7.11 Delinquent Account Administrative Fee

If a customer's account becomes overdue, the District may assess a delinquent account administrative fee of five dollars (\$5) with each notice, in addition to the finance charge. Further, the District will, in its sole discretion, certify the delinquency as a lien and/or terminate service pursuant to Section 4.

If a customer account is disconnected, a reconnection fee, in the amount set forth in Appendix A, will be assessed to the customer account. Service to the property will not be reconnected until the customer has paid the reconnection fee and outstanding charges and fees.

Further, the District will assess a customer account which is overdue in payment of the account, legal, engineering, court, and other costs necessary to or incidental to the review, negotiation, and collection of said account.

## 7.12 Liens for Unpaid Charges and Fees

Charges and fees will be assessed on the customer account from the time when due, and upon certification by the District a perpetual lien will be filed on the subject property to which said service is provided or requested.

### 7.13 Lien Foreclosure Proceedings Fee

When it becomes necessary for the District, following efforts to collect overdue payments of a fee or charge assessed by the District and/or Colorado law, to initiate a lien foreclosure proceeding as allowed by C.R.S Section 32-1-1001.1(j). The District will assess a lien foreclosure proceedings fee against the subject property in an amount as set forth in Appendix A, which fee is payable in full upon assessment and will be included in the amount then being foreclosed. Payment of said lien foreclosure proceedings fee and other fees outstanding against the subject property is a precondition to the resumption of service to that property.

## 7.14 Extraterritorial Customer/Other Customers by Special Agreement Service Fees

Fees and charges for each individual extraterritorial customer or other customer by special agreement service will be at such rates and fees as may be determined by the Board of Directors in its discretion to account for the actual cost associated with managing those customers. Actual costs may include, but not be limited to, administration, processing, and professional service costs, field crew time and travel, meter reading, and data processing. The intent of the charges for service is to ensure that properties serviced by special agreement or outside of the District's service area pay the actual cost of service and no less than cost paid by in-District customers.

It is the intent to work together efficiently to identify and prevent situations which may lead to difficulty in calculating actual metered flow and associated charges fairly and accurately, and for those customers to solve identified flow meter problems as quickly as possible and based upon the best factual data available. If unusual conditions are evident in the readings, District staff may calculate estimated flow data determined by the District to be missing and/or questionable based on immediately preceding and following available measured flow data, and/or other pertinent data, collected from the meter to calculate invoiced charges. Direct questions concerning the data to the District Customer Accounts Manager within seven (7) days of data collection to initiate a complaint pursuant to the Rules and Regulations. The Customer Accounts Manager will review available data and will promptly respond to the customer. If a dispute remains after receipt of the Customer Accounts Manager's response, the customer must send a written Notice of Disagreement with complaint resolution, including facts pertinent to the disagreement, to the District Manager within 14 days following receipt of the District Customer Accounts Manager's factual determination, for final staff review and conclusion of the disputed data and related charges. Flow data will be calculated in accordance with these Rules and Regulations and the District may compare to prior flow data, water production records, and/or lodging/visitations records for the customer.

The customer must pay the amount due within the required payment period and in accordance with these Rules and Regulations. However, if after payment of the amount due the customer believes that the final staff determination remains unsatisfactory, the customer may submit to the Board of Directors a written request for appeal and hearing in accordance with these Rules

and Regulations. The Board of Directors will hear the appeal. If a dispute pursuant to the procedure results in a credit to the prior month's invoice, such credit will be applied to future service charges and will not offset the current amount paid.

#### Appendix A Schedule of Rates and Fees

**A-1 Permit Fee**. This fee is intended to cover the cost of the District's installation of the private service lateral connection, including the private service lateral connection location on the District's as-built drawing set, video inspection of the completed private service lateral installation, and other ancillary services required for a new private service lateral connection. Additional fees based on hourly rates and expenses incurred will be invoiced for repeat inspections.

Private Service Lateral Diameter	Permit Fee	
All Diameters	\$400.00 per private service lateral installation, plus subject to actual time and materials	
All Diameters	\$100.00 per partial relocation, replacement and/or repair of private service laterals, plus subject to actual time and materials	

#### **Permit Fee Schedule**

A private service lateral connection may be made by a District-approved contractor under supervision of the District at the customer's expense.

The District will not provide and/or install the private service lateral tap for subdivisions and/or developments with more than one private service lateral tap. For subdivisions and/or developments with more than one private service lateral tap, the District will charge a minimum permit fee per private service lateral tap to include field inspection of the construction, location of the private service lateral tap on the District's as-built drawing set, video inspection of the complete private service lateral installation, and ancillary services. The final permit fee will be determined at the time of the application in accordance with Section 3.4.B.

**A-2** System Development Fee (SDF). A system development fee is a one-time contribution required of new customers (or an additional contribution for existing customers changing/adding plumbing fixtures, equipment, service, or use of property) for capital investment in regional facilities.

Classification of Customer	System Development Fee (SDF)
All Customers	\$18,100.00 / SFE

**A-3** Non-Metered Fixture Unit Value (FUV) and Single-Family Equivalent (SFE) Schedule. A non-metered Fixture Unit Value (FUV) inventory list used to determine a non-metered customer's total FUV is provided in Table A-1, and a non-metered SFE value schedule based on the total number of FUVs are provided in Table A-2. In no case shall a non-metered customer's SFE value be less than the following:

Number of Bedrooms	Minimum Number of SFE's
Up to 3	1.00
4	1.33
5	1.66
6	2.00

The minimum number of SFEs will increase by 0.33 SFEs per additional bedroom added (e.g., 7 bedrooms will be allocated a minimum of 2.33 SFEs and 8 bedrooms will be allocated a minimum of 2.66 SFEs).

Type of Non-Metered Fixture	FUV	Quantity	Subtotal
New Bathroom Group: Consisting of Water Closet, Lavatory and Bathtub or	c		
Shower Stall, (Water closet tank 1.6 GPF or Less)	6		
Old Bathroom Group: Consisting of Water Closet, Lavatory and Bathtub or	7		
Shower Stall, (Water closet tank greater than 1.6 GPF)	/		
New Toilets – 1.6 GPF or Less	3		
Old Toilets – Greater than 1.6 GPF	4		
Automatic Clothes Washer (2-inch standpipe)	3		
Bathtub (with or without Overhead Shower)	2		
Aspersion, Affusion, and Immersion Baptismal Fonts	1		
Bidet	1		
Commercial Combo Sink & Tray (with food waste grinder; one 1 ½-inch trap; and	3		
separate 1 ½-inch trap)	3		
Dental Unit or Cuspidor	1		
Dishwasher, Domestic	2		
Drinking Water Fountain	1		
Hot Tub	2		
Bar Sink	1		
Kitchen Sink, Domestic with 1 ½-inch Trap	2		
Kitchen Sink, Domestic, with Food Grinder, 1 ½-inch Trap			
Clinical and Fishing Rim (with valve) Sink			
Pot Scullery Type Sink	4		
Service (standard trap) Sink	3		
Service (with trap) Sink	2		
Lavatory with 1 ¼-inch Trap (including dental)	1		
Lavatory with 1 ½-inch Trap (sets of 2 or 3)	2		
Shower Stall, Domestic	2		
Shower (Group), per Head	2		
Urinal, Pedestal, Wall Lip, Stall Washout, Trough (each six feet (6') section)	2		
Mop Sink /Laundry Tub	2		
Wash Fountain – 1 ½-inch	2		
Wash Fountain – 2-inch	3		
Fixtures not Listed (Photo Lab, Waterfall, Pool, etc.):			
Trap Size – 1 ¼-inch	1		
Trap Size – 1 ½-inch	2		
Trap Size – 2-inch	3		
Trap Size – 2 ½-inch	4		
Trap Size – 3-inch	6		
		ed FUVs =	

 Table A-1

 Non-Metered Fixture Unit Value (FUV) Inventory Schedule

Non-Metered FUV	Residential SFE Value
Inventory	4.00
24	1.00
25	1.04
26	1.08
27	1.13
28	1.17
29	1.21
30	1.25
31	1.29
32	1.33
33	1.38
34	1.42
35	1.46
36	1.50
37	1.54
38	1.58
39	1.63
40	1.67
41	1.71
42	1.75
43	1.79
44	1.83
45	1.88
46	1.92
47	1.96
48	2.00

 Table A-2

 Non-Metered Single-Family Equivalent (SFE) Schedule

**A-4** Metered Single-Family Equivalent (SFE) Schedule. A metered customer's SFE value is determined using Table A-3. Each metered account will be charged a minimum service charge of 1.00 SFE annually.

Nietered Single-Family Equivalent (SFE) Schedule			
Type of Customer and Equipment	SFE Value		
Multiple Dwelling			
Apartment (per apartment)	1.00		
Condominium Apartments (per apartment)	1.00		
Mobile Home Park (per mobile home)	1.00		
Town House (per town home)	1.00		
Motel / Hotel (per room)	1.00		
Cottage/ Cabin (per cottage / cabin)	1.00		
Bed and Breakfast (rented on a per room or per cabin basis, 2 persons per room or cabin maximum capacity)	1.00		
Campground and RV Park	1.00 for first site and/or RV and 0.30 additional per site and/or RV		
Family Retreat Cabins / Structures (Non-residential building with multiple bedrooms – rooms rented as a unit/cabin, not individually)			
2-bedroom cabin / structure per cabin / structure (2 bathroom maximum and 2-to-4-person maximum capacity)	1.00		
3-bedroom cabin / structure per cabin / structure (3 bathroom maximum and 7-person maximum capacity)	2.00		
4-bedroom cabin / structure per cabin / structure (4 bathroom maximum and 10-person maximum capacity)	3.00		
6-bedroom cabin / structure per cabin / structure (6 bathroom maximum and 22-person maximum capacity)	4.00		
8-bedroom cabin / structure per cabin / structure (8 bathroom maximum and 40-person maximum capacity)	8.00		
Other Family Retreat Cabin / Structure not	Established on an individual basis by		
specifically covered	the District Manager.		
Store	1.00		
Store with Living Quarters	2.00		
Service Station	2.60		

 Table A-3

 Metered Single-Family Equivalent (SFE) Schedule

 Table A-3

 Metered Single-Family Equivalent (SFE) Schedule

Type of Customer and Equipment	SFE Value
Car Wash – Automatic	1.00 for car wash plus 1.50 per stall
Car Wash – Do It Yourself	1.00 for car wash plus 1.00 per stall
Swimming Pools – Private	0.018 per 1,000 gallons of pool volume
Swimming Pools – Public	1 for pool plus 0.018 per 1,000 gallons of pool volume
Laundromat	1.00 for laundromat plus 1.00 per washer
Laundromat with Water-Saver Washers (30 gallons or less)	1.00 for laundromat plus 0.50 per washer
Restaurant	0.09 per seat
Dry Service Restaurant	0.045 per seat
Church with One Office	1.10 plus 0.33 for each additional office and/or additional 1 to 3 employees
Church with One Office and Kitchen	1.50 plus 0.33 for each additional office and/or additional 1 to 3 employees
Church with One Office, Kitchen, and School	1.50 plus 0.33 for each additional 1 to 3 kids
Fraternal Lodge / Assembly Hall with One Office	1.10 plus 0.33 for each additional office and/or additional 1 to 3 employees
Fraternal Lodge / Assembly Hall with One Office and Kitchen	1.50 plus 0.33 for each additional office and/or additional 1 to 3 employees
Fraternal Lodge with One Office, Kitchen, and School	1.50 plus 0.33 for each additional 1 to 3 kids
Bar	1.00 for bar and 0.02 per seat
Water Cooled Ice Machine	1.00 per 0.10 gallon per minute (GPM) discharged in addition to Customer Type Allocation (restaurant, bar, etc.)
Office	1.00 for office (1 to 8 employees) plus 0.33 per additional office and/or additional 1 to 3 employees

F

 Table A-3

 Metered Single-Family Equivalent (SFE) Schedule

Type of Customer and Equipment	SFE Value
Public Restroom / Lavatory	1.00 for restroom / lavatory (< 11 employees or < 39 public visitors per day) plus 0.08 SFE per additional employee per day or 0.03 SFE per additional public visitor per day

Single-Family Equivalents (SFE) will be established on an individual basis by the District Manager for users other than those identified in Tables A-1, A-2, and A-3. Each customer will be charged a minimum of 1 SFE for the purpose of establishing fixed costs. Industrial users will be subject to the requirements of the Environmental Protection Agency as those requirements pertain to assessment of users' charges and cost recovery (refer to 40 CFR, Part 35).

**A-5 Biosolids and Waste Hauling Charges.** Charges according to the following schedule are applicable for receipt and testing of biosolids and hauled wastes.

Service Charge Type	In-District Service Area Customer Charge	Out of District Service Area Customer Charge
Vault Waste / Portable Toilet Waste	\$121.79 / 1,000 gallons	\$182.69/ 1,000 gallons
Septic/Pit Toilet Waste	\$263.23/ 1,000 gallons	\$394.85/ 1,000 gallons
Sewage Waste	\$121.79/ 1,000 gallons	\$182.69/ 1,000 gallons
Biosolids	\$263.23/ 1,000 gallons	\$394.85/ 1,000 gallons
Testing and Land Application Analysis	Actual Cost-Plus 10%	(Actual Cost Plus 10%) X 1.5

**A-6** Service Charges. Service charges for wastewater collection and treatment services are billed monthly or quarterly determined by the customer type and at discretion of the District.

Classification of Customer	Service Charge	
Non-Metered Customers	\$956.00 / year / SFE	
Metered Customers (Metered Rate)	\$16.96 / 1,000 gallons over	
	the allocated base rate	
Metered Customers (Data Collection Fee	\$12.15 / Tap / month or	
(Access Fee)	\$36.45 / Tap / quarter	

Notes:

1) High strength waste charges to be determined by the District based on estimated extra costs of treatment.

**A-7** Standby Fees. Standby fees are billed quarterly to each customer having purchased a private service lateral connection and having not connected to the collection and/or treatment systems within twelve (12) months from the date of purchase of such SDF.

Classification of Customer	Standby Fee
All Customers	\$956 .00 / year / SFE
	In addition, pay the difference between the SDF
	per SFE charged at the time of purchase and the
	SDF per SFE applicable at the time of connection
	to the collection and/or treatment system.

#### A-8 Miscellaneous Fees and Surcharges.

<b>Fee Type</b>	Fee
Service Extension Application Deposit	3% of Engineer's Opinion of Probable
	Construction Cost or Minimum of
	\$1,500.00
Unauthorized Connection Fee	Twice the then-current
	System Development Fees
Unauthorized Tampering/Use Fee	\$5,000.00
	per incident
Reconnection Fee	\$400.00
	minimum based on contractor costs,
	District expenses (labor, materials,
	equipment, and parts, etc.) plus lien filed
	on the property and a release of a lien
Disconnection Fee	\$400.00
	minimum based on contractor costs,
	District expenses (labor, materials,
	equipment, and parts, etc.) plus lien filed
	on the property and a release of a lien
Labor/Inspection Fee	Hourly rate of \$60.00 per hour per
	inspector plus expenses; minimum one-
	half hour per inspection
Hearing Fee	\$100.00
	per request (plus engineering and
	attorney's fees)
Non-compliance Fee for Violation of Rules and	\$1,500.00
Regulations	per incident (in addition to other
	penalties and charges)
Lein Foreclosure Proceedings Fee	\$2,000.00
	per incident (plus engineering and
	attorney's fees)

Fee Туре	Fee
Transfer of Ownership	\$75.00
	per terminated account
Returned Payment	\$30.00
	plus bank charges
Filing and Release of a Lien	\$75.00
	plus publishing and legal costs
Petition for Inclusion Fees	\$700.00
Petition for Exclusion Fees	\$700.00
Conversion Fees	\$150.00
	per unit converted from commercial
	account into residential condominium
	accounts
Easements/Joint Use Private Service Lateral	\$50.00
Easements Fees	plus \$6.00 for the first sheet and \$5.00 for
	each additional sheet
Sewer Jet Service	\$250.00 / hour with up to two operators
	(one hour minimum)
Dump Truck Service	\$150.00 / hour with one operator (one
	hour minimum)
TV Truck Service	\$225.00 / hour with one operator (one
	hour minimum)
TV Truck Digital Recording	\$15 per storage device
Sewer Jet and TV Truck Service	\$375.00 / hour with up to two operators
	(one hour minimum)
4-inch Line TV Inspection for District Customers	\$150.00 / hour, minimum two hours per
	inspection
4-inch Line TV Inspection for non-District	\$200.00 / hour, minimum two hours per
Customers	inspection
Smoke Testing of Mains and Private Service	\$150.00 / hour, minimum two hours per
Laterals for District Customers	inspection with up to two operators, plus
	expenses
Smoke Testing of Mains and Private Service	\$200.00 / hour, minimum two hours per
Laterals for non-District Customers	inspection with up to two operators, plus
	expenses
Dye Testing of Mains and Private Service Laterals	\$150.00 / hour, minimum two hours per
for District Customers	inspection with up to two operators, plus
	expenses
Dye Testing of Mains and Private Service Laterals	\$200.00 / hour, minimum two hours per
for non-District Customers	inspection with up to two operators, plus
	expenses

<b>Fee Туре</b>	Fee
Technical Review Fee	Current hourly District rate plus expenses;
	\$300.00 minimum per submittal
Grease, Oil, and Sand Interceptor Maintenance	Current hourly District rate for inspection
Surcharge	plus expenses; \$200.00 minimum per
	Event
Non-Compliant Pumping of Grease, Oil, and Sand	\$1,000 per failure to pump grease, oil, or
Interceptor Surcharge	sand in accordance with the Authorization
	to Discharge
	\$100 for failing to provide appropriate
	notification in accordance with the
	Authorization to Discharge
Grease, Oil, and Sand Interceptor Annual Non-	Year 1 – \$4,000
Compliance Surcharge	Year 2 – \$5,000
	Year 3 and each subsequent year – \$7,000

Notes:

1) Travel time for hourly rate calculations of operations staff starting at District offices through conclusion of work after returning to the District offices.

### Appendix B Private Service Lateral Specifications

**B-1** General. The customer is responsible for sizing of private service laterals. Size private service laterals in accordance with applicable plumbing codes. When requested by the District, furnish data, plans, calculations, or other information as required for the evaluation and approval of the private service lateral size. Private service laterals shall connect to the collection and/or treatment system in a public street or similar place where the District has a free right of access, and which is otherwise suitable. Notify the District a minimum of twenty-four (24) hours prior to when the private service lateral is ready for connection to the sewer main. Locate the private service lateral at least five feet (5') from the wall where parallel or approximately parallel to a structural wall. Locate penetrations through structures at right angles and provide flexibility such that the private service lateral will not be damaged by settlement of the structures. Provide penetrations through structures in accordance with Town of Estes Park or Larimer County code requirements for the location of the work.

Existing utilities shall remain in service during and after construction. Field locate, protect, and support existing utilities as required during private service lateral construction. Repair damage to existing utilities to the satisfaction of the District and the utility owner. When a private service lateral crosses beneath existing utilities, the private service lateral embedment material shall extend from beneath the private service lateral to an elevation of six inches (6") above the crossed utility.

Construct private service laterals in accordance with applicable codes, generally accepted construction practices, local jurisdiction right-of-way (ROW) requirements, and the minimum standards and details contained in this Appendix. The details are provided for standardization purposes and represent minimum design standards which may require upgrading for specific applications.

## **B-2** Private Service Lateral Design Standards.

**B-2.1** Size and Slope. The District will review and approve the size and slope of the private service laterals, but in no event shall the diameter of a gravity private service lateral be less than four inches (4") or greater than six inches (6"). Private service laterals larger than six inches (6") require a sewer main extension in accordance with Appendix C. Provide minimum grade and slopes as follows:

Private Service Lateral Diameter	Minimum Slope
4 inches	2.00%
6 inches	2.00%

The maximum number of units that may be connected to private service laterals for multiple dwellings are as follows:

Private Service Lateral Diameter	Maximum No. of Units (cabins, structures, condominiums, apartments, etc.)			
4 inches	6			
6 inches	12			

**B-2.2 Private Service Lateral Connection**. No connection between the wastewater collection system and the private service lateral of the customer may be made except in a public street or in a similar place to which the District has as a free right of access as it would have in a public street. Notify the District twenty-four (24) hours in advance when the private service lateral requires inspection and/or is ready for connection to the sewer main, and the connection to said sewer main shall not be made until after inspection and District approval of the private service lateral. The District or District approved contractor will make the connection to the sewer main. Pay permit fees and system development fees before a connection is made. Make new connections to new sewer main and, if practical, connections to existing mains using pre-installed wye fittings or stub-outs. Make the connection of the private service lateral to the sewer main using a saddle tee on the sewer if a wye fitting or stub out is determined as impractical by the District.

The private service lateral connection shall conform to Standard Detail 2000. The District representative making the private service lateral connection has the right to refuse to perform a private service lateral connection if they determine the excavation is unsafe to enter.

The District will perform an inspection of an existing stub-out at such time that a private service lateral is connected to an existing stub-out. Repair damage, obstructions, and/or non-conforming materials and connections of the existing stub-out to the District's satisfaction at no cost to the District.

**B-2.3 Private Service Lateral Materials**. PVC with a thickness not less than SDR 35. Green or other acceptable color, as approved by the District. Minimum pressure class 350 ductile iron pipe lined with a ceramic epoxy lining (Protecto 401 or equal) when installed within ten feet (10') of water mains, encased in concrete, crossing a waterway (brook, stream, creek, or river), or as required in special circumstances by the District. Ductile iron pipe shall conform with ASTM A746.

**B-2.4 Private Service Lateral Installation**. Install watertight and on a constant grade in a straight line, and not closer than five feet (5') from a bearing wall. Double cleanouts, where required, shall conform to Standard Detail 2621. Double cleanouts are required five (5) feet from the customer's structure and at intervals no greater than one hundred feet (100') from the first double cleanout, or as directed by the District. Install double cleanouts vertically perpendicular to the private service lateral. Protect double cleanouts installed in roads, driveways, trails, or drainage ditches as required by the District.

Private service laterals shall have a minimum bury depth of thirty-six inches (36") to the top of the pipe, and a minimum of forty-eight inches (48") of cover if installed beneath a road or

driveway. If less than minimum bury depth is pre-approved by District; provide a layer of 2-inch foam board insulation when distance from pipe crown to surface is less than minimum bury depth. Insulation is not required on encased pipe. Install foam insulation for full width of trench, no less than six inches (6") above crown of pipe. Orient the bells of the private service laterals and associated fittings uphill. Vertical bends and 90-degree horizontal bends, except as located at the connection to the sewer main, are not allowed on a private service lateral.

**B-2.5** Excavation, Bedding and Backfill. Adequately guard excavations for private service lateral installations with barricades and lights so as to protect the public from hazard per existing governmental requirements. Restore street, sidewalks, parkways and other public or private property disturbed in the course of work their original condition in a manner satisfactory to the District and governmental entities or agencies having jurisdiction over the surface or subsurface. Backfill of private service laterals prior to inspection and District approval is prohibited. Bed and backfill the private service lateral in accordance with Standard Detail 2220A, as applicable. Install tracer wire #14 solid copper rated for underground use, including splices and connectors, per Standard Detail 2240.

Private service laterals shall have ten feet (10') minimum horizontal separation from water lines, raw water lines, and water structures. Center one length of new private service lateral pressure class pipe at least eighteen feet (18') long over the water line, raw water line, or water structure such that both joints are as far as possible from the water line, raw water line, or water structure.

Concrete encase joints located between the new private service lateral and the water line, raw water line, or water structure in accordance with Standard Detail 2525 where private service laterals cross above or less than eighteen inches (18") below water lines, raw water lines, or water structures. Concrete encasement shall extend at least six inches (6") on each side of the joint(s). Where this separation is impractical, the District may permit pipe encasement or concrete encasement of the private service lateral, in accordance with CDPHE standards and Standard Detail 2525.

Private service laterals shall also have three feet (3') minimum horizontal separation from gas lines, and five feet (5') minimum horizontal separation from other utilities.

Open trench excavations required for the installations of private service laterals unless otherwise approved by the District. No excavation shall remain open for more than forty-eight (48) hours, and District sewer mains are required to be covered overnight, unless approved by the District. No excavation shall remain open overnight if the ambient air temperature falls below 40 degrees Fahrenheit. Open trench outside buildings, units, and structures no more than the distance between two cleanouts, structures, or one hundred lineal feet (100'), whichever is greater. Trenching limitations may be field adjusted with prior District approval as weather conditions dictate. Limit trenching within buildings, units, or structures to no more than one hundred lineal feet (100') at one time.

**B-2.6** Shared Private Service Laterals. Customers are required to have a dedicated private service lateral when connecting to a sewer main. There are, however, situations where customers have shared a private service lateral. This "shared private service lateral" is a customer-owned and maintained line and is not the responsibility of the District. In the event a dedicated line

cannot be built, the District will record a Joint Use Private Lateral Disclosure Form (See Appendix E) at Larimer County for involved properties and a recorded copy will be placed in each customer's file at the District and a recorded copy will be mailed to each customer. The Joint Use Private Lateral Disclosure Form is in lieu of Joint Use Private Lateral Maintenance Agreements; Joint Use Private Lateral Maintenance and Easement Agreements; and Assumption Agreement of Additional Parties to Joint Use Private Lateral Maintenance and Easement Agreement Agreements.

# B-2.7 Abandonment of Facilities.

**Private Sewage Disposal Systems:** At such time as the collection and/or treatment system becomes available to a customer served by a private sewage disposal system, a direct connection can be made to the collection and/or treatment system in compliance with this Appendix. Contact the Larimer County Health Department concerning the current regulations pertaining to the abandonment of private sewage disposal systems before connection to the District's collection and/or treatment system.

**Private Service Laterals**: Private service laterals that no longer service a home or structure with wastewater collection and treatment service will be abandoned by disconnecting as close to the sewer main as possible the unused portions of the private service lateral. If the unused private service lateral is intended for future use, the private service lateral shall also be disconnected as close as possible to the sewer main.

**Removed Structures:** A private service lateral will be considered abandoned upon removal of a building or if a building is destroyed by fire or rendered uninhabitable. The customer will have ten (10) days from such time to close the private service lateral. The District will inspect the closure. After ten (10) days, the District will have the right to close such private service lateral and bill the customer for costs incurred.

**B-2.8 Private Lift Stations.** The District will allow the construction and use of a private lift station if the customer or the engineer or representative working on behalf of the customer has exhausted avenues of providing a gravity private service lateral. In the event a private lift station is installed, the private lift station is the sole responsibility of the customer. The private lift station force main shall discharge into ten feet (10') of gravity private service lateral prior to connection to the collection system. Locate a clean out at the connection between the force main and the gravity private service lateral.

The District will inspect the gravity portions of the private service lateral. The private lift station and force main shall be inspected by the local building department official.

# B-2.9 Grease-Interceptors.

**General:** Connect service drains from kitchen, food preparation, and dishwashing areas to a grease interceptor. Fixtures that must be connected include, but are not limited to, scullery sinks, pot and pan sinks, dishwashing machines, soup kettles, and floor drains located in areas where materials containing grease may exist. Connect garbage disposals (garbage grinders) to an approved grease interceptor. waste shall enter the interceptor through the inlet pipe only. Toilets, urinals, garage drains, truck bay drains, mechanical wash sinks, mechanical wash down area drains, and similar fixtures shall not be connected to the interceptor. Upon prior District

approval, installation of an interceptor will not be required for facilities where food is served but not cooked at the facility, and/or no equipment or utensils associated with preparation or service of cooked foods are washed at the facility.

**Approval:** The District will review, approve, and inspect the size, type, location, and installation of each grease interceptor. Except where otherwise specifically permitted, the discharge of wastes other than those requiring separation are prohibited into a grease interceptor. Submit electronic plans, including complete mechanical and plumbing sections, to the District for approval prior to construction. Such plans shall include the size, type, and location of each interceptor.

**Design:** Design and locate grease interceptors for grease and heavy solids so that they are readily accessible for cleaning and shall have a water seal of not less than six inches (6"). Design grease interceptors in accordance with the Rules and Regulations. Provide a minimum of two (2) compartments with fittings designed for grease retention. Provide at least two (2) manhole lids for each interceptor to provide access for cleaning and inspection of fixtures and compartments. Provide one (1) manhole lid per ten feet (10') of interceptor length. In the case of smaller or circular interceptors, where it is not practical to install two (2) manhole lids, locate a single manhole lid to permit entrance to the first compartment, and inspection of the second. Provide accessibility for cleaning the second compartment.

**Location:** Maintain grease interceptors in proper working condition with access for inspection and servicing. If a ladder must be used or heavy equipment or landscape features moved out of the way in order for the District to inspect or service interceptors, the interceptors will not be considered readily accessible. Locate grease interceptors outside of the facility served. Interceptors may not be installed in the part of a building where food is handled. Interceptors are prohibited in drive-through driveways or next to main entranceways. Submit the location of grease interceptors for District approval. Show the grease interceptor location on the approved final development plan. Conform to Standard Detail 2750, as applicable.

**Sizing Criteria:** Determine the volume of a grease interceptor by multiplying the total rate of flow in gallons per minute (GPM) from each fixture required to be connected to the interceptor times a minimum retention time of not less than 15 minutes, the resulting volume expressed in gallons. The minimum acceptable volume is not less than 1,000 gallons. The flow rate from each fixture is provided in the following schedule:

Type of Fixture (Example)	Rate of Flow (GPM)		
Floor drain/sink	10		
Restaurant kitchen sink	15		
Single compartment scullery sink	20		
Three compartment sinks	35		
Two single compartment sinks	25		
Two double compartment sinks	35		
Restaurant dishwasher:			
up to 30-gallon water capacity	15		
30 to 50-gallon water capacity	25		
50 to 100-gallon water capacity	40		
Garbage disposal/grinder	35		

**Shoppette/Strip Mall Buildings:** Each shoppette/strip mall shall have a common grease drain, which is sized to collect future potential flows from fixtures that can be expected to introduce grease from food preparation and/or dishwashing into the collection and/or treatment system. These fixtures shall include, but are not limited to: garbage disposals, food preparation sinks, floor sinks, dishwashers, scullery sinks, soup kettles and other fixtures of these types. Route the common kitchen grease waste drain to the exterior of the building to a grease interceptor. Wastewater flow into the kitchen grease waste drain is prohibited. Construct the grease interceptor and provide gas tight access covers with an opening dimension of a minimum of twenty-four inches (24").

Determine the number of potential seats in shoppette/strip mall by dividing 25% of the interior building square footage by the occupant load factor (15 square feet (SF) per person).

0.25 x Total Building Square Footage/15 SF per person = Potential Restaurant Seating

To size the common grease interceptor, the following formula will be used: Volume = # Seats x 6 (Waste Flow Rate) x 2.5 (Retention Time) x Storage Factor. The Storage Factor is as follows:

Hours of Operation	Storage Factor		
8	1		
16	2		
24	3		

In no case will a grease interceptor for a shoppette/strip mall be less than 1,500 gallons.

Establishments that will produce an overload on this design will be required to make necessary corrections/alterations to assure compliance with the District's Rules and Regulations.

# B-2.10 Oil and Sand Interceptors.

**General:** Connect auto repair, maintenance, or establishments that generate or maintain equipment that include oil and sand to an oil and sand interceptor. Fixtures that must be connected include, but are not limited to, service drains from mechanical working areas, garages,

truck bays, mechanical wash sinks, and wash down areas located in areas where materials containing oil and sand may exist. waste shall enter the interceptor through the inlet pipe only. Toilets, urinals, food preparation equipment, dishwashers, and similar fixtures shall not be connected to the interceptor.

**Approval:** Submit the size, type and location of each oil and sand interceptor to the District for approval. Except where otherwise specifically permitted, wastes other than those requiring separation discharged into an oil and sand interceptor are prohibited. Submit electronic plans, including complete mechanical and plumbing sections, to the District for District approval prior to construction. Such plans shall include the size, type, and location of each interceptor.

**Design:** Design and locate oil and sand interceptors so that they are readily accessible for cleaning and have a water seal of not less than six inches (6"). Provide a minimum of two (2) compartments with fittings designed for oil and/or sand retention. Provide at least two (2) manhole lids for each oil and sand interceptor to allow access for cleaning and inspection of fixtures and compartments. Provide manhole lids at a minimum of one (1) manhole lid per ten feet (10') of oil and sand interceptor length. In the case of smaller or circular interceptors, where it is not practical to install two (2) manhole lids, locate a single manhole to permit entrance to the first compartment, and inspection of the second. Provide accessibility for cleaning the second compartment.

**Location:** Provide accessible oil and sand interceptors for inspection and servicing and maintain in proper working condition. If a ladder must be used or heavy equipment moved out of the way in order for the District to inspect or service interceptors, the interceptors will not be considered readily accessible. Locate oil and sand interceptors outside of the facility served. Interceptors are prohibited in drive-through driveways or next to main entranceways. Submit the final plans showing the location of oil and sand interceptors to the District for approval. Conform to Standard Detail 2900, as applicable.

**Sizing Criteria:** Determine the volume of an oil and sand interceptor by multiplying the total rate of flow in gallons per minute (GPM) from each fixture required to be connected to the interceptor times a minimum retention time of not less than 15 minutes, the resulting volume expressed in gallons. The minimum acceptable volume is 300 gallons. The flow rate from each fixture is provided in the following schedule:

Type of Fixture (Example)	Rate of Flow (GPM)		
Floor drain/sink	10		
Single compartment scullery sink	20		
Three compartment sinks	35		
Two single compartment sinks	25		
Two double compartment sinks	35		

Establishments that will produce an overload on this design will be required to make necessary corrections/alterations to assure compliance with the District's Rules and Regulations.

Oil and sand interceptor sizing for other use is as follows:

- (1) Parking Garage Forty-five (45) gallons plus eight (8) gallons per ten (10) vehicles;
- (2) Repair Garage, Warehouse Forty-five (45) gallons plus eight (8) gallons per one hundred (100) square feet of building area.

## Appendix C Wastewater Collection System Specifications

**C-1 General.** Local facilities are considered to be engineered improvements which are designed for specific applications. Designs, drawings, and specifications must be prepared by, or under the direction of a professional engineer registered in the State of Colorado, whose seal must be on a record set of documents. The standard details and specifications contained herein are minimum design standards which the District will accept in order to facilitate perpetual operation and maintenance procedures. In addition, the engineer must also design in accordance with the minimum standards of other regulatory agencies, including the Colorado Department of Public Health and Environment (CDPHE) Design Criteria for Wastewater Treatment Works. District review and approval of the design of local facilities does not relieve the engineer of record from responsibility for adequate design.

The District reserves the right to impose different requirements for sewer mains than those set forth herein. The District will make a determination, in its sole discretion, based upon the totality of circumstances regarding the situation presented. Trees are required to be planted outside of the sewer main easements that are granted to and maintained by the District.

**C-2 Drawings**. Submit design drawings on twenty-two inches by thirty-four inches (22" by 34") paper, using ink for background information and permanent work. Provide a drawing scale for area plans of one inch equal to forty feet (1" = 40'). Deliver copies to the District prior to final acceptance. Submit design documents to the District for review and approval prior to the construction or installation of local facilities. Each construction drawing set, including record drawings or as-builts, shall have an "approval block" affixed thereto which provides for the signatures of authorized representatives of the District. Submit a complete set of paper, PDF, and electronic format as-built drawings for the local facilities. The as-built drawings shall show adequate dimensioned ties to surface features for buried facilities to allow for future locating. Provide the as-built drawings to the District, suitable for use with AutoCAD. The District will specify the minimum AutoCAD version at the time of submittal.

**C-3 Required Easements**. Obtain easements required for the construction, maintenance, and operation of the local facilities where local facilities will be located out of the public right-of-way. Prepare the legal description for the easements by a professional land surveyor registered in the State of Colorado. Show easements in a form acceptable to the District and on the construction drawings. The District will not approve the construction until required easements have been deeded to the District. The District will record final easements unless the District approves recording of easements by the customer. Costs associated with recording easements will be paid for by the customer including the District's fees outlined in Appendix A. The minimum width of easements will be twenty feet (20') for sewer mains centered over the sewer main. The easement width shall provide ten feet (10') of easement on either side of the sewer main. Temporary construction easements shall have a minimum width of thirty feet (30'). Wider easements may be required for deep sections of sewer mains, multiple sewer mains, or where otherwise required by the District.

## C-4 Wastewater Collection System.

**C-4.1 Minimum Sewer Design Criteria**. Wastewater collection system design is intended to provide for gravity service. Design the wastewater collection system to carry not less than the projected peak flow rates flowing half full (safety factor = 2.0), unless otherwise approved by the District. The minimum size of sewer mains is eight inches (8") in diameter. Sewer mains shall generally be designed with sufficient depth to serve basements by gravity. The minimum cover is four feet (4') from top of the sewer to finished grade. Locate manholes at a maximum spacing of four hundred feet (400') center-to-center, at changes in alignment and/or grade, and at the end of each sewer main. Install sewer mains with uniform slope between manholes. Design the wastewater collection system to provide mean velocities, when flowing full, of not less than two feet per second (2.0 feet per second).

**C-4.2 Minimum Lift Station Design Criteria**. Wastewater lift stations are prohibited unless specifically authorized by the District. If authorized by the District, lift stations shall comply with the Colorado Department of Public Health and Environment (CDPHE) requirements and the following minimum design criteria:

- 1. Provide a minimum of two pumps, with the lift station being capable of pumping the maximum hourly flow rate with the largest pump out of service.
- 2. Provide provisions for emergency storage of raw wastewater or portable pumping in the event of an extended power outage or electrical or mechanical failure.
- 3. Pump sizing shall allow for a flow velocity of at least two feet per second (2.0 feet per second) in the force main.
- 4. Provide pumps capable of passing spheres of at least three inches (3") in diameter unless other equipment is provided to prohibit such solids from entering the suction side of the pump.
- 5. Provide adequate ventilation for pump stations.
- 6. Power supply must be available from at least two independent generating sources or provide emergency power equipment.
- 7. Provide alarm systems for lift stations. Activate the alarm in case of power failure, pump failure, or lift station malfunction. Provide an audiovisual device installed at the lift station for external observation unless disallowed by local ordinance.
- 8. Provide submerged equipment capable of withstanding extended exposure to wastewater.

# C-4.3 Materials.

**Sewer Mains.** PVC, SDR 35 minimum thickness gravity sewer mains conforming to ASTM D3034. "Slip on" type joints with integrally cast bell having an elastomeric gasket. Green in color (or other District-approved color). Minimum pressure class C900 PVC, C905 PVC, or 350 ductile iron pipe lined with a ceramic epoxy lining (Protecto 401 or equal) when installed within ten feet (10') of water mains, encased in concrete, crossing a waterway (stream, creek, or river), or as required in special circumstances by the District. Ductile iron pipe shall conform with ASTM A746. Minimum grade and slopes shall maintain a minimum velocity of two feet per second (2 feet per second) as follows:

Sewer Diameter	Minimum Slope (feet per 100-feet)
8 inches	0.40
10 inches	0.28
12 inches	0.22
14 inches	0.17
15 inches	0.15
16 inches	0.14
18 inches	0.12
21 inches	0.10
24 inches	0.08
27 inches	0.067

Design pressure sewer mains (force mains) for operating plus surge pressures. Provide C900 PVC, C905 PVC, or ductile iron pipe lined with a ceramic epoxy lining (Protecto 401 or equal) and designed for the application for pressure sewer mains.

Make transitions from existing VCP to new PVC pipe or DIP sewer main with Series 1002 and 1051 Fernco couplings, respectively, or equal. Encase couplings in concrete in accordance with Standard Detail 2525. Concrete encasement shall extend a minimum of one (1) foot beyond the joint on each side of coupling. Provide a minimum of four inches (4") of one and one half inch (1  $\frac{1}{2}$ ") bedding material below the concrete encasement.

- 1. **Manhole Structures:** Provide precast concrete manholes. Construct and install manholes in accordance with Standard Details 2610, 2611, or 2612, as applicable, and in accordance with the following:
  - a. Minimum drop through manholes as follows:

Flow Through Manhole	Minimum Drop (feet)
Straight	0.20
Bend	0.40

b. Manhole sections. Provide manhole sections reinforced in compliance to ASTM C478. Provide a minimum section wall thickness of five inches (5"). Adjust final minimum six inches (6") to maximum eighteen inches (18") distance to grade by using precast adjuster rings. Provide the following components for each manhole structure:

- i. Precast manhole bases.
- ii. Precast Bottom Section.
- iii. Precast Barrel Section(s).
- iv. Precast Transition Section (Concentric or Eccentric).
- v. Precast or HDPE Adjuster Ring(s).
- c. Provide manhole section with minimum sixty inches (60") in diameter for lines twelve inches (12") to thirty inches (30") in diameter and provide manhole sections with a minimum forty-eight inches (48") in diameter for lines ten inches (10") in diameter and smaller.
- d. Cast-In-Place Manhole Bases meeting the following minimum requirements may be acceptable under certain conditions with prior District approval.
  - i. 28-day Compressive Strength: 3000 psi
  - ii. Type II, per ASTM C150, Modified Sulfate Resistant Concrete, tricalcium aluminate content limited to 4% or less.
  - iii. Cast-in-place manhole bases shall have a minimum of six inches (6") of concrete below pipes and three inches (3") above pipes.
- e. Frames and Covers
  - i. Manhole covers per Standard Detail 2609.
  - ii. Cast iron manhole frames and covers with "UTSD" and "Sewer" cast on the cover.
  - iii. Provide cast or ductile iron frame and covers made of material meeting ASTM A48, Class 35 (minimum).
  - iv. Use only cast or ductile iron of best quality, free from imperfections and blow holes.
  - v. Furnish frame and cover of heavy-duty construction, a minimum total weight of 400 pounds.
  - vi. Machine horizontal surfaces.
  - vii. Furnish unit with solid non-ventilated lid with concealed pick holes. Coordinate lettering for covers with Owner.
  - viii. Ensure minimum clear opening of 24-inch diameter.
  - ix. Buried manholes: D&L Supply Company Model A-1161 or equal, bolted lid with neoprene gasket. Place layer of 8-mil polyethylene over manhole cover prior to backfill.

- x. Exposed manholes: D&L Supply Company Model A-1161 or equal, bolted lid with neoprene gasket. Provide anchor bolt holes and anchor bolts. Provide Hilti series HVA, 1/2-inch diameter, 4.25-inch minimum embedment anchor bolts.
- f. Manhole Steps
  - i. Provide each manhole with copolymer polypropylene coated steel steps (MA Industries Model PS-2-PF) extruded manhole steps with a safety tread. Furnish spacing and dimensions of steps complying with OSHA requirements for fixed ladders.
  - Ensure maximum distance from surface to first rung is not greater than sixteen inches (16") and that maximum spacing on remaining steps is twelve inches (12") on center. Locate step such that center of rung is nominal six inches (6") clear of wall.
  - iii. Minimum step width of fourteen inches (14") and minimum cross section of 0.875-inch of solid material.
  - iv. Embed a minimum of three inches (3") and anchor integrally into manhole or structure walls.
- g. Flexible Pipe-to-Manhole Connector
  - i. Provide a flexible pipe-to-manhole connector in the connection of pipes to precast manholes.
  - ii. Connector as manufactured by A-Lok Products Inc., or equal.
  - iii. Type 316 stainless steel internal expander assembly and external pipe clamp.
  - iv. EPDM O-ring.
- h. Coating Coat the exterior of manholes with Conseal Sealants, Inc., CS-55 or approved equal.
- 2. Granular Bedding Material. Provide graded aggregate product (Pea Gravel) which will pass a 3/8-inch sieve and not more than 3 percent of which will pass a No. 200 sieve at a minimum. Gravel bedding (1 ½-inch or ¾-inch) may be used for bedding materials. Provide gravel bedding (1 ½-inch) for areas of high ground water and other wet areas as determined by the District during construction.
- **3.** Backfill Material. Free of rock cobbles, roots, sod or other organic matter, and frozen material. Material larger than six inches (6") in diameter is prohibited. Moisture content at time of placement to be as follows:
  - a. Under roadway crossings or pavements, moisture content to be 3 percent plus/minus of optimum moisture content.
  - b. In other areas of trench construction, the moisture content will be adjusted by either the drying of the material or wetting of the material to a percentage required to obtain the compaction as specified.

- c. On site materials may be used for backfill if it meets these requirements.
- **4. Crushed Stone.** Material shall conform to ASTM C33 No. 467 and exhibit the following gradation:

Sieve Size	Percent Finer (by weight)
2-inch	100
1 ½-inch	95 to 100
¾-inch	35 to 70
#4	0 to 5

- 5. Special Considerations. Water and road crossings may require the use of: pipe encasement (Standard Detail 2525); cut-off walls (Standard Detail 2530); impervious clay barriers (Standard Detail 2618); and bore casings (Standard Detail 2625). Steep grades may require the use of reinforced concrete slope anchors (Standard Detail 2740).
- **6. Tracer Wire.** Install tracer wire #14 solid copper rated for underground use, including splices and connectors on new mains as shown on Standard Details 2220A and 2240.
- **7. Marking Tape.** Provide marking tape on new mains meeting the following minimum requirements:
  - a. Plastic: Inert polyethylene, impervious to known alkalis, acids, chemical reagents, and solvents likely to be encountered in soil.
    - i. Thickness: Minimum 4 mils
    - ii. Width: six (6) inches
    - iii. Identifying Lettering: Minimum 1-inch high, permanent black lettering imprinted continuously over entire length
      - a) Reef Industries: Terra Tape
      - b) Allen; Markline
  - b. Metallic: Solid aluminum foil, visible on unprinted side, encased in protective high visibility, inert polyethylene plastic jacket.
    - i. Foil Thickness: Minimum 5.5 mils
    - ii. Width: four (4) inches
    - iii. Identifying Lettering: Minimum 1-inch high, permanent black lettering imprinted continuously over entire length
    - iv. Joining Clips: Tin or nickel-coated, furnished by tape manufacturer.
    - v. Manufacturer and Products:
      - a) Reef Industries: Terra "D"
      - b) Allen; Detectatape

c. Color: In accordance with APWA Uniform Color Code for Temporary Marking of Underground Facilities.

Color <sup>a</sup>	Facility	
Red	Electric power lines, cables, conduit, and lighting cable	
Orange	Communicating alarm or signal lines, cables, fiber, or conduit	
Yellow	Gas, oil, steam, petroleum, or gaseous materials	
Green	Sewers and drain lines	
Blue	Water, irrigation, and slurry lines	
<sup>a</sup> As specified in ANSI Z53.1, Safety Color Code.		

**C-4.4 Installation.** Install the wastewater collection system in accordance with the design documents that have been approved by the District. Provide minimum bedding and backfill as shown on Standard Details 2220A or 2220B, as applicable.

Sewer mains shall have ten feet (10') minimum horizontal separation from water lines, raw water lines, and water structures. Center one length of new sewer main at least eighteen feet (18') long over the water line, raw water line, or water structure such that both joints are as far as possible from the water line, raw water line, or water structure where sewer mains cross above or less than eighteen inches (18") below water lines, raw water lines or water structures.

Concrete encase joints located between the new sewer main and the water line, raw water line, or water structure in accordance with Standard Detail 2525 where sewer mains cross above or less than eighteen inches (18") below water lines, raw water lines, or water structures. Concrete encasement shall extend at least six inches (6") on each side of the joint(s). Where this separation is impractical, the District may permit pipe encasement or concrete encasement of the sewer main, in accordance with CDPHE standards and Standard Detail 2525.

Sewer mains shall also have three feet (3') minimum horizontal separation from gas lines, and five feet (5') minimum horizontal separation from other utilities.

Existing utilities shall remain in service during and after construction. Field locate, protect, and support existing utilities as required during construction. Repair damage to existing utilities to the satisfaction of the District and the utility owner. When a sewer main crosses beneath existing utilities, the sewer main embedment material shall extend from beneath the sewer main to an elevation of six inches (6") above the crossed utility. Install sewer mains a minimum of twelve inches (12") below storm sewers. Insulation shall also be provided between the storm sewer and sewer main to prevent freezing of the sewer mains as directed by the District.

Flush the sewer main, as the work progresses by means that are in accordance with good practice, to ensure that earth, sand, rocks, or other foreign materials are removed from the interior of the sewer main. Ensure that no earth, sand, rocks, or other foreign material exists on the joint surface during assembly of the sections during the construction of the manholes.

## 1. Trench Excavation.

a. Excavate trenches by open cut method to depth necessary to accommodate work.

- b. Do not open trench outside buildings, units, and structures more than the distance between two manholes, structures, units, or four hundred lineal feet (400'), whichever is greater. Trenching limitations may be field adjusted by District as weather conditions dictate. Trenching within buildings, units, or structures is limited to no more than one hundred lineal feet (100') at one time.
- c. Do not open a greater length of trench than can be effectively utilized under existing conditions. Schedule work and order materials so that trenches are not left open for a longer period than is reasonably necessary. A trench or portion of trench, which is opened and remains idle for two calendar days, or longer, as determined by the District, may be directed to be immediately refilled, without completion of work. Said trench may not be reopened until District is satisfied that work associated with trench will be prosecuted with dispatch.
- d. Observe following trenching criteria:
  - Trench size. Excavate only sufficient width to accommodate free working space with a minimum clearance of six inches (6") on each side of the pipe. In no case shall trench width at top of pipe or conduit exceed outside diameter of utility service by the following dimensions.

Overall Diameter of Sewer	Excess Dimension		
Less than 8 inches	12 inches		
8 inches to 32 inches	16 inches		
More than 33 inches	24 inches		

- 2) Where soil conditions permit, cut trench walls vertically from bottom of trench to one foot (1') above top of pipe, conduit, or utility service.
- 3) Keep trenches free of water.
- 4) Brace and sheet trenches as soil conditions dictate and in full compliance with OSHA requirements. Do not remove sheeting until backfilling has progressed to the stage that no damage to piping, utility service, or conduit will result due to removal.
- 5) Brace trenches running near walls or columns, to prevent settlement or other disturbance of walls or columns.

## 2. Preparation of Foundation For Pipe Laying.

- a. If over-excavation occurs, backfill with bedding material.
- b. In case of rock excavation, carry excavation minimum of six inches (6") below required grade and backfill to required grade with granular bedding material. Form bell holes in trench such that only barrel of pipe is supported by bedding material.
- c. Stabilization: Provide stabilization when required due to unstable trench bottom in accordance with these specifications. Observe the following requirements when unstable trench bottom materials are encountered.

- 1) Notify District when unstable materials are encountered and define by drawing station locations and limits. The District will evaluate the trench conditions and determine the quantity of stabilization.
- 2) Remove unstable trench bottom and replace with stable material.

# 3. Backfilling

- a. Do not backfill until tests to be performed on system show system is in full compliance to specified requirements.
- b. Material greater than three inches (3") in diameter shall not be placed within one foot (1') of the pipe.
- c. Methods: Provide backfill and compaction methods including:
  - Bedding (pipe zone) material. Furnish compacted bedding up to twelve inches (12") above top of pipe or conduit. Comply with the following:
    - (a) Place backfill in lifts not exceeding six inches (6") (loose thickness).
    - (b) Hand place, shovel slice, and pneumatically tamp bedding (pipe zone) material.
    - (c) Observe specific pipe or conduit manufacturer's recommendations regarding methods of backfilling and compaction.
    - (d) Ensure compaction of each lift to requirements stated in these specifications.
  - 2) Compacted backfill. Perform remaining backfill in accordance with the following:
    - (a) Place backfill in lift thicknesses capable of being compacted to densities specified.
    - (b) Observe specific pipe or conduit manufacturer's recommendations regarding methods of backfilling and compaction.
    - (c) Exercise extreme care in backfilling operations to avoid displacing joints and appurtenances or causing horizontal or vertical misalignment, separation, or distortion. Repair damages, distortions, or misalignments to full satisfaction of District.
    - (d) Water flushing for consolidation is prohibited.

# 4. Compaction

- a. Compaction requirements: Place and ensure backfill and fill materials to achieve an equal or "higher" degree of compaction than undisturbed native materials adjacent to the work; however, in no case shall degree of compaction be less than "Minimum Compaction" specified.
- b. Unless noted otherwise on drawings or specified by other sections of these specifications, comply with following trench compaction criteria.

	LOCATION	DENSITY
1.	Bedding (pipe zone) materials	95 percent of maximum dry density by ASTM D698
2.	Compacted Backfill: Under pavements, roadways surfaces, within highway rights-of-	95 percent of maximum dry density by ASTM D698
	way Under turfed, sodded, plant seeded,	90 percent of maximum dry density by ASTM D698
	non-traffic areas. Around structures	95 percent of maximum dry density by ASTM D698

#### MINIMUM COMPACTION REQUIREMENTS

- c. Perform in place moisture density tests to ensure trench backfill complies with specified requirements. Where backfill compaction does not meet moisture density test requirements and after backfill has been removed and situation corrected, perform additional tests until compaction meets or exceeds requirements.
  - 1) Conduct moisture density tests at a minimum of one test every twenty-four inch (24") lift per seventy-five lineal feet (75') of trench.

#### C-4.5 Testing and Inspection.

- 1. General. Request that the District provide the testing protocol required for the collection and/or treatment system improvements during the preliminary design approval process. Conduct testing as follows:
  - A. District Performed Inspection: The District will perform the following inspection procedures to determine if the sewer main meets the District's minimum quality standards. The District will inform the contractor regarding acceptable methods of repair in the event one or more sections fail to pass a test. The District will invoice the contractor for completion of inspections in accordance with Appendix A.
    - 1. Sewer Mains: District staff will televise the sewer main upon notification by the contractor that the sewer main is complete and ready for testing.
    - 2. Manholes: The District will visually check each manhole, both exterior and interior, for flaws, cracks, holes, or other inadequacies which might affect the operation or watertight integrity of the manhole. Make repairs deemed necessary by the District.
  - B. Contractor Performed Testing: Contractor shall perform the following testing procedures to determine if the sewer main meets the District's minimum quality standards.
    - 1. Alignment and Grade. Both the District and contractor will check sewer mains to determine whether displacement of the sewer main has occurred after the trench has been bedded. Test as follows:

Pipeline Lamping. Flash a light between manholes, or if the manholes have not as yet been constructed, between the locations of the manholes, by means of a flashlight or by reflecting sunlight with a mirror. Remedy the defects, determined by the District if the illuminated interior of the sewer main shows poor alignment, displaced pipe, earth or other debris in the pipe, or other kinds of defects. The test will be repeated following completion of backfilling and poor alignment, displaced pipe, or other defects, determined by the District. Correct defects to the satisfaction of the District.

- 2. Pressure Testing. The types of pressure testing and inspection to be employed include hydrostatic pressure testing, for pressure pipes and low-pressure air testing and hydrostatic exfiltration/infiltration testing for gravity pipes. Pressure testing forms for hydrostatic pressure testing and low-pressure air testing are included at the end of this Appendix.
  - a. Hydrostatic pressure testing for pressure pipes.
    - Perform testing after backfill and proper compaction of trenches. Where lines are installed under roadways and parking areas, perform tests after completion of final grade preparation and prior to application of surface courses. Notify District at least 48 hours prior to testing. Provide temporary restraints for expansion joints for additional pressure load under test. Isolate equipment in piping system with rated pressure lower than pipe test pressure by valves or blind flanges.
    - 2) Determine the allowable leakage of buried piping systems as follows:
      - (i) Polyvinyl chloride (PVC) pressure pipe systems: Test PVC pressure pipe in accordance with the latest version of AWWA C605. Per AWWA C605, the allowable leakage in gallons per hour from buried PVC pressure pipe systems shall be less than the number of joints in the length of pipeline tested, times the nominal diameter of the pipe in inches, times the square root of the average test pressure during the leakage test in pounds per square inch (gauge), divided by 7,400. The duration of each leakage test shall be two hours. The equation for computing the allowable leakage is:

$$L = \frac{N D \sqrt{P}}{7,400}$$

Where:

- L = allowable leakage, in gallons per hour
- N = number of joints in the length of the pipeline tested
- D = nominal diameter of the pipe, in inches
- P = average test pressure during the leakage test, in psi
- (ii) Ductile iron pipe systems: Test ductile iron pipe in accordance with the latest version of AWWA C600. Per AWWA C600, the allowable leakage in gallons per hour from buried ductile iron pipe systems shall be less

than the length of pipeline tested in feet, times the nominal diameter of the pipe in inches, times the square root of the average test pressure during the leakage test in pounds per square inch (gauge), divided by 133,200. The duration of each leakage test shall be two hours. The equation for computing the allowable leakage is:

$$L = \frac{S D \sqrt{P}}{133,200}$$

Where:

L = allowable leakage, in gallons per hour

S = length of the pipe tested, in feet

D = nominal diameter of the pipe, in inches

P = average test pressure during the leakage test, in psi

(iii) Unless otherwise specified, the allowable leakage in gallons per hour from other buried liquid piping systems shall be less than the length of pipeline tested in feet, times the nominal diameter of the pipe in inches, times the square root of the average test pressure during the leakage test in pounds per square inch (gauge), divided by 133,200. The duration of each leakage test shall be two hours. The equation for computing the allowable leakage is:

$$L = \frac{S D \sqrt{P}}{133,200}$$

Where:

L = allowable leakage, in gallons per hour

S = length of the pipe tested, in feet

D = nominal diameter of the pipe, in inches

- P = average test pressure during the leakage test, in psi
- b. Low pressure air test for gravity pipes
  - 1) Check pneumatic plugs for proper sealing.
  - 2) Place plugs in line at each manhole and inflate to 25 PSIG.
  - 3) Introduce low pressure air into sealed line segment until air pressure reaches 4 PSIG greater than ground water that may be over the pipe. Use test gauge conforming to ANSI B40.1 with 0 to 15 PSI scale and accuracy of 1 percent of full range.
  - 4) Allow 2 minutes for air pressure to stabilize.
  - 5) After stabilization period (3.5 PSIG minimum pressure in pipe) discontinue air supply to line segment.

Pipe Size		Minimum Time for 0.5 PSIG Loss in Plastic Pipe (minutes:seconds)							
(inch)	100	150	200	250	300	350	400	450	500
	Feet	Feet	Feet	Feet	Feet	Feet	Feet	Feet	Feet
8	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42	6:20
10	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54	9:53
12	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50	14:14
15	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02	22:16
18	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51	32:03
21	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16	43:38
24	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17	56:59
27	14:25	21:38	28:51	36:04	43:16	50:30	57:42	64:54	72:07
30	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07	89:02

6) The acceptable time for loss of 0.5 PSIG of air pressure in plastic pipe is as follows:

NOTE: If there has been no (zero psi) drop after 1 hour of testing, the test section will be accepted and the test complete.

- 7) For pipe lengths not shown in the table, use the two nearest pipe lengths to estimate the minimum time necessary for a 0.5 PSIG loss.
- c. Hydrostatic Exfiltration/Infiltration Test for gravity pipes
  - 1) Hydrostatic Exfiltration Test (groundwater level is below the top of pipe)
    - (a) Leakage rate: 50 gallons per inch diameter per mile of pipe per day.
  - 2) Hydrostatic Infiltration Test (groundwater level is above the top of pipe)
    - (a) Allowable leakage rate: 50 gallons per inch diameter per mile of pipe per day.
- 3. Dielectric Testing Methods and Criteria. Provide electrical check between metallic non-ferrous pipe or appurtenances and ferrous elements of construction to assure discontinuity has been maintained. Wherever electrical contact is demonstrated by such test, locate the point or points of continuity, and correct the condition. Check the integrity of each cadwelding connection using a light hammer blow at a 45-degree angle.
- 4. Mandrel Test. No sooner than 30 days after placement and compaction of backfill, but prior to placement of permanent surface materials, clean and mandrel each line to detect obstructions (deflections, joint offsets, private service lateral pipe intrusions, etc.). Use a rigid mandrel with diameter of at least 95% of the pipes specified average inside diameter and a length of the mandrel circular portion at

least equal to the nominal pipe diameter. Pull the mandrel through the pipe by hand. Replace the pipe exceeding the 5% deflection.

- 5. Testing Manholes.
  - a. Visual Examination. The District will visually check each manhole, both exterior and interior, for flaws, cracks, holes, or other inadequacies which might affect the operation or watertight integrity of the manhole. Make repairs deemed necessary by the District.
  - b. Vacuum Testing. The contractor shall perform vacuum testing of the installed manholes. The District will witness vacuum tests. Temporarily plug sewer mains entering and exiting the manhole, taking care to securely brace the sewer mains and plugs to prevent them from being drawn into the manhole. Place the test head at the top of the manhole and the seal inflated in accordance with the manufacturer's recommendation. Draw a vacuum of ten inches (10") of mercury on the manhole. Close the valve on the vacuum line of the test head and shut-off the vacuum pump. Measure the time for the vacuum to drop to nine inches (9") of mercury. The manhole will be declared unacceptable if the time to drop from ten inches (10") of mercury to nine inches (9") of mercury is less than the time shown in the following table:

Depth (feet)	Time (seconds)					
(Vertical Length of Manhole)	48" Diameter	60" Diameter	72" Diameter			
8	20	26	33			
10	25	33	41			
12	30	39	49			
14	35	46	57			
16	40	52	67			
18	45	59	73			
20	50	65	81			
22	55	72	89			
24	59	78	97			
26	64	85	105			
28	69	91	113			
30	74	98	121			

Vacuum Testing of Manholes: Minimum Time Requires for 1-inch of Mercury Pressure Drop

6. Alternative procedures meeting or exceeding the intent of these procedures, as determined by the District, are acceptable. Submit alternative procedures with the design plans and specifications. Notify the District, no less than forty-eight (48) hours prior to the desired test time. The District will witness tests and verify the accuracy and acceptability of the equipment utilized. The District will inform the contractor regarding acceptable

methods of repair in the event one or more sections fail to pass the test. The following general notes apply to testing procedures:

- a. Isolate equipment which may be damaged by the specified test conditions.
- b. Perform testing using calibrated pressure gauges and calibrated volumetric measuring equipment to determine leakage rates. Select each gauge so that the specified test pressure falls within the upper half of the gauge's range.
- c. Completely assemble and test new piping systems prior to connection to existing pipe systems.
- d. Acknowledge satisfactory performance of tests and inspections in writing to District prior to final acceptance.
- e. Provide necessary equipment and perform work required in connection with the tests and inspections.

# Upper Thompson Sanitation District Gravity Sewer Air Test Results

Project Title:					
Project Number	Project Number:				
Date of Test:					
	From:				
Pipe Location:	То:				
Pipe Size:		inches			
Pipe Length:		feet			
Pipe Material:	PVC	DIP	Other		

		Те	st Data			
Start Time (hr:min:sec)	Beginning Pressure (Minimum 3.5 psi)	End Time (hr:min:sec)	Ending Pressure (psi)	Actual Pressure Loss (psi)	Test Duration (min:sec)	Allowable Time to Lose 0.5 PSI (Chart Value)

Note: The line passes if the Test Duration exceeds the Allowable Time to Lose 0.5 psi and the Actual Pressure Loss is less than 0.5 psi.

**Observations:** 

Test Status: Passed

We hereby certify that the testing completed on the referenced pipeline(s) is in accordance with the requirements of the Rules and Regulations.

Fail

Test	Perform	ed By:
------	---------	--------

(Company)

#### Witnessed By:

(Company)

# Upper Thompson Sanitation District Hydrostatic Pipeline Leakage Test for High Pressure DIP (Based on AWWA C-600)

Project Title:			
Project Number:			
Date of Test:			
Pipeline Service			
Pipeline Description:			
Test Point:			
Test Duration:	hour(s)	Test Pressure (P):	psi
Pipe Diameter (D):	inches	Pipe Length (S):	feet

Allowable Leakage: gallons/hour

Test Data				
Time	Pressure (psi)	Meter Reading (gallons)	Water Added (gallons)	Comments

Actual Loss:	gallons/hour <u>or</u>		ounces/hour
--------------	------------------------	--	-------------

Test Status: Passed

Was this Test in accordance with AWWA C600 testing procedures? Yes No

We hereby certify that the testing completed on the referenced pipeline(s) is in accordance with the requirements of the Rules and Regulations.

Fail

Test Performed By:	
	(Company)
Witnessed By:	
	(Company)

# **Upper Thompson Sanitation District** Hydrostatic Pipeline Leakage Test for Pressure PVC (Based on AWWA C-605)

Project Title:			
Project Number:			
Date of Test:			
Pipeline Service			
Pipeline Description:			
Test Point:			
		1	
Test Duration:	hour(s)	Test Pressure (P):	psi
Pipe Diameter (D):	inches	Pipe Length (S):	feet
Allowable Leakage:	gallons/hour	No. of Joints (N):	feet

Test Data					
Time	Pressure (psi)	Meter Reading (gallons)	Water Added (gallons)	Comments	

Actual Loss:	gallons/hour <u>or</u>	ounces/hour
--------------	------------------------	-------------

Test Status: Passed Fail
--------------------------

Was this Test in accordance with AWWA C605 testing procedures? Yes No

We hereby certify that the testing completed on the referenced pipeline(s) is in accordance with the requirements of the Rules and Regulations.

Test Performed By:	
	(Company)
Witnessed By:	

(Company)

# Upper Thompson Sanitation District Manhole Vacuum Test

**Project Title:** 

**Project Number:** 

Date of Test:

Location / Station No.:

Manhole No.

Manhole Type: Standard Drop Precast Base Cast-in-Place Base

#### Test Data

Test No.	MH Depth (feet)	MH Inside Diameter (feet)	Minimum Time Required (seconds)	Start Time @ 10" hg	End Time @ 9″ hg	Comments

Note: The manhole passes if the pressure loss is less than 1" and the Minimum Time Required is exceeded during the timed test.

**Observations:** 

Test Status:

Passed

Fail

We hereby certify that the testing completed on the referenced manhole is in accordance with the requirements of the Rules and Regulations.

**Test Performed By:** 

(Company)

Witnessed By:

(Company)

### Appendix D Upper Thompson Sanitation District Application for Service For Industrial / Commercial / Swimming Pool Customers

#### A. Location of Property to be Served (please attach a location map)

Address:				
Parcel No.:				
Land Survey:				
Lot and Block:				
Other:				
B. Customer and Equipment Description and Process Type				
Commercial:				
Industrial:				

Pool (dimensions, volume, associated equipment): \_\_\_\_\_

Other:\_\_\_\_\_

#### C. Description of Expected Flows

Attach calculations and information on expected wastewater flow, private service lateral connection, and organic and chemical loading.

#### C.1 <u>Wastewater Characteristics:</u>

Provide estimated average day, maximum day, and peak hour wastewater flow, total discharge volumes, and discharge schedule (daily, annually, etc.).

Wastewater	GPD average day GPD maximum day GPD peak hour
Water Cooled Ice Machine	GPM discharged GPD discharged

C.2. Proposed Number, Size (diameter), and Location of Private Service Lateral Connections:

#### C.3 Expected Organic and Chemical Concentration and Loading:

Provide estimated concentration of wastes associated with estimated wastewater flow for use with calculation of estimated loadings in pounds per day.

\_\_\_\_\_ mg/L Biochemical Oxygen Demand (BOD)
\_\_\_\_\_ mg/L Total Suspended Solids (TSS)
\_\_\_\_\_ mg/L Disinfectant Residual and Type \_\_\_\_\_\_
mg/L Total Dissolved Solids (TDS)
\_\_\_\_\_ Other \_\_\_\_\_

#### D. Prohibited Waste Pretreatment

Industrial and commercial customers shall provide a description of the pretreatment program proposed to reduce wastes to within acceptable standards for prohibited wastes which exceed acceptable levels. The description of the pretreatment program shall include equipment, capacity, anticipated discharge concentrations and loadings, redundancy, and operation and maintenance requirements.

Private swimming pool customers shall provide a description of the dechlorination process proposed to reduce chlorine residual to within acceptable standards prior to discharge of pool waste. The description of the dechlorination process shall include equipment, capacity, anticipated discharge concentrations and loadings, redundancy, and operation and maintenance requirements.

#### E. Agreement

agrees and acknowledges that use under the service agreement must be as limited and defined by applicable law and the Upper Thompson Sanitation District Rules and Regulations, including but not limited to Section 3.1, Articles A., B., and G.

Signature

Date

#### F. Authorization / Fees (To be completed by the District)

 Single-Family Equivalent (SFE) (determined based on Appendix A of the Rules and Regulations)

\_\_\_\_ SFE

2. Permit Fee

\$\_\_\_\_\_

3. System Development Fee

\$

4. The District authorization:

\_\_\_\_authorized

\_\_\_\_\_not authorized

\_\_\_\_\_authorized with stipulations (attached)

Upper Thompson Sanitation District

Date

# Appendix E Service Agreements and Forms

## Upper Thompson Sanitation District Joint Use Private Lateral Disclosure Form

This Joint Use Private Lateral Disclosure Form has been recorded this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, for the following customer properties:

- Customer ABC at Address XYZ
- Customer ABC at Address XYZ
- Customer ABC at Address XYZ

This Joint Use Private Lateral Disclosure Form includes the following statements of fact:

- A. The Upper Thompson Sanitation District (District) provides wastewater collection and treatment service to the customers listed herein.
- B. The customers listed herein have a shared joint use private service lateral which is connected to a District owned sewer and that requires repair, maintenance, and replacement by the customers.
- C. Customers shall identify the locations of easements with legal descriptions and location improvement certificates suitable for recording. The District has the right to use the easements for the purpose of terminating wastewater collection and treatment services and disconnecting the sewer of a customer who has failed to pay the service charges of the District.
- D. The District does not have a duty to serve two or more customers through a private service lateral and that the arrangement herein is an accommodation to the customers. The District invoices each customer directly for service provided and may disconnect an individual or joint use private service lateral in accordance with the Rules and Regulations for non-payment and/or violation of the Rules and Regulations by either or all customers.
- E. In the event that the portion of the private service lateral requires repair, and the customers cannot agree whether repair or replacement is required, the District will examine the sewer and decide whether or not such repairs or replacement is required. The decision of the District in that case is binding on the customers. The customers hereby release claims against the District for exercising its discretion and judgment in determining whether repair or replacement be made.

# Upper Thompson Sanitation District Easement

This easement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Grantor"), their successors and assigns, and Upper Thompson Sanitation District, a quasi-municipal corporation of the State of Colorado within the County of Larimer (hereinafter referred to as "District").

#### Witnessed:

That for and in consideration of the sum of \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_) and other good and valuable consideration paid by District to Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the District, its successors and assigns, a perpetual easement and right to construct, install, remove, replace, add to, maintain, repair, operate, change or alter underground sewer lines and appurtenances, together with sewer lines and manholes situate therein, the necessary rights-of-way for convenient ingress and egress thereto and therefrom, and the right to occupy and use, from time to time, as much of the adjoining land of the Grantor as may be reasonably necessary for the aforesaid purposes, over, under and across the following described property, situate in the County of Larimer, State of Colorado, to wit:

## [Property description]

Grantor warrants that the Grantor has the lawful right to grant such easement, rights-of-way, and sewer lines and that the Grantor, and successors and assigns, will, at no time, permit building, landscaping, or other permanent improvement to be hereafter constructed within such easement.

Following the completion of the purpose of entry by the District upon such easement for the previously mentioned objects, the District shall restore the property to substantially the same condition existing at the time of the entry thereon, except for trees, shrubs, plants, sidewalks, driveways, or parking areas thereon located or damaged thereby.

In witness whereof, the parties hereto have set their hands and seals the day and year first written.

Grantor:

By

State of Colorado	) ) ss.				
County of Larimer	)				
Subscribed and sworn to before me this asof			_ by		
Witness my hand and official seal.					
My commission expires:					
	Notary Publ	ic			
Accepted by the Upper Thompson Sanitation District this day of, 20					
L	lpper Thomps	on Sanitation Dis	trict		
В	y, Cł	nairman			
Attest:					

, Secretary

# Upper Thompson Sanitation District Consent

\_\_\_\_\_\_ consents to the foregoing Indenture and binds itself, its successors and assigns, the same as through its Deeds of Trust, recorded on \_\_\_\_\_\_, 20\_\_, at Reception Number \_\_\_\_\_\_ of the records of the Clerk and Recorder of Larimer County, Colorado, was made specifically subject to said Indenture.

	By: Title	e:				
State of Colorado	)					
County of Larimer	)	SS.				
Subscribed and sworn to before me this _ asas	_of	day of	,	20	by	
Witness my hand and official seal. My commission expires:						

Notary Public

# Upper Thompson Sanitation District Application for Sewer Line Acceptance

I/We, hereby request the acceptance of Sewer Line Number\_\_\_\_\_\_ with \_\_\_\_\_\_ (Total Footage) linear feet constructed by \_\_\_\_\_\_ (Contractor) in accordance with Upper Thompson Sanitation District's Rules and Regulations, at a total cost of \$\_\_\_\_\_\_. As the customer and owner of the Sewer Line installation, I do certify that said sewer line(s) and appurtenances are free of debts, liens, or mortgages, and that costs for the construction of said sewer line(s) are paid in full.

I also certify that \_\_\_\_\_ (Customer) are the sole and only owners of the described sewer lines. I further certify that \_\_\_\_\_\_ (Customer) has made no contracts with persons relating to future work to be done on the sewer lines or on the property easements.

#### Date

Customer

The sewer line and appurtenances such as manholes, wyes, and stub outs have been inspected by the Upper Thompson Sanitation District and are found to conform to the District's Rules and Regulations for the construction of sewer lines. By acceptance of said sewer line(s), the District assumes ownership and full responsibility of said sewer line(s), including maintenance from this date forth.

The Upper Thompson Sanitation District hereby accepts the sewer line and its appurtenances.

Date

Upper Thompson Sanitation District

## Upper Thompson Sanitation District Warranty

I/We	_ (Customer/Contractor) guar	antees materials and
work performed for a period of two (2) ye	ars ending	in regard to the
installation of Sewer Line Number	with	
(Total Footage) linear feet, in the		(Project Location)
area, in accordance with our agreement.		

I/We warrants and guarantees for a period of two (2) years, that the completed system is free from defects due to faulty materials or workmanship, and the contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of damage or other parts of such defects, including the repairs of damage or other parts of the system resulting from such defects. Attach a Warranty Bond to the District as required.

The Upper Thompson Sanitation District will give notice of observed defects with reasonable promptness. In the event that \_\_\_\_\_\_\_ (Customer/Contractor) should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the Upper Thompson Sanitation District may do so and charge \_\_\_\_\_\_\_ (Customer/Contractor) the cost there incurred.

Customer

Upper Thompson Sanitation District

Date

Date

Contractor

Date

# Upper Thompson Sanitation District P.O. Box 568 • Estes Park, CO 80517 Phone: 970-586-4544 • Fax: 970-586-1049 www.utsd.org

# Liquid Waste Hauler Permit Application

The undersigned hereby makes application for Liquid Waste Hauling privileges in compliance with the Rules and Regulations of Upper Thompson Sanitation District. I/We understand prior District approval must be obtained before hauled waste will be accepted.

1.	Liquid Waste Hauling Company Name				
	Authorized Agent	Title			
	Billing Address				
	Business Phone	Fax			
	Business email				

2. I/We have reviewed the Rules and Regulations of Upper Thompson Sanitation District which are available at www.utsd.org. Applicant agrees to operate in compliance with the applicable Rules and Regulations including, but not limited to: Section 3.19 Acceptance of Biosolids Section 3.21 Waste Haulers Table A-5 Biosolids and Waste Hauling Charges

The District expressly reserves the right to make lawful addition and/or revision in the Rules and Regulations when and as they may become advisable to properly manage the District.

- 3. Payment of the non-refundable annual Permit Fee in the amount of \$25.00 to be enclosed with this application. The Liquid Waste Hauling Permit is non-transferable and is valid for the period ending December 31, 20\_\_\_\_.
- 4. A copy of the Liquid Waste Hauler's Liability Insurance, with minimum coverage of \$1,000,000.00 commercial general liability, to be attached to this application.
- 5. A photocopy of driver's licenses for employees that discharge to the District.
- 6. A letter of credit payable to Upper Thompson Sanitation District for the amount of \$500.00 on file at the District Office.

- 7. The District may refuse disposal of waste and suspend the Liquid Waste Hauler's Permit for any violation of the District's Rules and Regulations.
- 8. Liquid Waste Haulers in violation of provisions of the District's Rules and Regulations are liable to the District for expense, loss or damage caused by reason of such violation.
- 9. I am familiar with the Upper Thompson Sanitation District Rules and Regulations and declarations and hereby apply for license as Liquid Waste Hauler.

Signature of Authorized Agent:	Date:
Liquid Waste Hauling Company Name	
Date	

UTSD Administration Office:			
Customer ID#			
Annual Permit Fee payment of \$25.00 r	eceived,	<u>20</u> Check #	
Letter of Credit Received by the Distric	t Office 🗌		
Received copy of Valid Driver's License	e for drivers disch	arging to the Distr	ict 🗌
Copy of valid Liability Insurance has bee	n received by Dist	trict office	
Comments:			
Application approved by:		, District M	anager
	Da	ate	

#### Upper Thompson Sanitation District P.O. Box 568 • Estes Park, CO 80517 Phone: 970-586-4544 • Fax: 970-586-1049 www.utsd.org

### Camera Request for Private Service Lateral Locate

Date:		 	
Time:		 	
Location:		 	 
Owner or Own	er Representative:	 	

(Please print)

I/We, the undersigned, request the District camera services to locate a private service lateral. I understand, while based upon current information available to the District, the accuracy of a private service lateral locate cannot be guaranteed. I hereby agree that Upper Thompson Sanitation District, its Directors, and employees, shall not be held liable for damages or expenses incurred by the property owner or owner representative due to inaccuracy in the locate of a private service lateral.

I am aware of the UTSD charges as indicated in the Rules and Regulations.

If requested, a video of the inspection will be prepared at a cost set forth in Appendix A.

Inspection video option: please select Yes or No

Signature: \_

Property Owner or Owner Representative

**Billing Address** 

#### Upper Thompson Sanitation District P.O. Box 568 • Estes Park, CO 80517 Phone: 970-586-4544 • Fax: 970-586-1049 www.utsd.org

### **Dye Test Request for Private Service Lateral**

Date:		 	
Time:		 	
Location:		 	 
Owner or Ow	vner Representative:		

(Please print)

I/We, the undersigned, request UTSD dye test services for a private service lateral. I understand, while based upon current information available to the District, the accuracy of a private service lateral dye test cannot be guaranteed. I hereby agree that Upper Thompson Sanitation District, its Directors, and employees shall not be held liable for damages or expenses incurred by the property owner or owner representative due to inaccuracy in the dye testing of a private service lateral.

I am aware of the District fees for this service set forth in Appendix A.

#### Signature: \_

Property Owner or Owner Representative

**Billing Address** 

#### Upper Thompson Sanitation District P.O. Box 568 • Estes Park, CO 80517 Phone: 970-586-4544 • Fax: 970-586-1049 www.utsd.org

### Smoke Test Request for Private Service Lateral

Date:		 	 
Time:		 	 
Location:		 	 
Owner or Ow	vner Representative:		

(Please print)

I/We, the undersigned, request UTSD smoke test services for a private service lateral. I understand, while based upon current information available to the District, the results of a private service lateral smoke test cannot be guaranteed. I hereby agree that Upper Thompson Sanitation District, its Directors, and employees shall not be held liable for damages or expenses incurred by the property owner or owner representative due to inaccuracy in the smoke testing of a private service lateral.

I am aware of the District fees for this service as set forth in Appendix A.

Signature: \_

Property Owner or Owner Representative

**Billing Address** 

## Order by Board of Directors of the Upper Thompson Sanitation District For Inclusion of Real Property

**Whereas**, there was filed with the Board of Directors of the Upper Thompson Sanitation District ("District") a duly acknowledged Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, signed on behalf of \_\_\_\_\_\_, one hundred percent (100%) fee owner of the real property described in the Petition attached hereto, and requesting that the Board of Directors include such property within the District; and

Whereas, the Petition was heard at an open meeting of the Board of Directors of the District on \_\_\_\_\_\_, 20\_\_\_, at the hour of \_\_\_\_\_\_m, at \_\_\_\_\_\_, Estes Park, Colorado, after publication of notice of the filing of such Petition, and the place, time and date of such meeting, the name of the Petitioner and a general description of the property to be included, in the local publication of record on \_\_\_\_\_\_, 20\_\_\_\_, which the Affidavit of Publication is attached hereto as Exhibit B and incorporated herein by this reference; and

**Whereas**, the subject property is capable of being served by the District's wastewater collection and/or treatment system; and

**Whereas**, it is deemed to be in the best interests of the District and the taxpaying electors thereof that such Petition be granted.

I certify that the foregoing Order was [unanimously] passed at a meeting of the Board of Directors of the Upper Thompson Sanitation District, duly called and held on \_\_\_\_\_\_, 20\_\_\_\_, at the hour of \_\_\_\_\_\_.m. and that the undersigned is the duly acting and authorized Chairman of the District.

Upper Thompson Sanitation District

By:

Chairman

ATTEST:

By:

Secretary

- Exhibit A to Order by Board of Directors (Petition for Inclusion)
- Exhibit B to Order by Board of Directors (Affidavit of Publication)

### Upper Thompson Sanitation District Petition for Inclusion

In the matter of Upper Thompson Sanitation District

To the Board of Directors of the District:

The undersigned Petitioner, being the fee owner of 100% of the real property hereinafter described, hereby requests that such property be included within the Upper Thompson Sanitation District, as provided by law, and for cause, states:

1. That such property is capable of being served with facilities of the District.

2. That assent to the inclusion of such property in the District is hereby given by the undersigned, who constitutes the fee owner of I00% of such property.

3. That there shall be no withdrawal from this Petition after consideration by the Board of Directors, nor shall further objections be filed thereto by the Petitioner.

4. That the inclusion of such property into the District shall be subject to terms and conditions established by the Board of Directors and accepted by Petitioner, and to duly promulgated Rules and Regulations.

5. That the inclusion of such property into the District shall be subject to an Inclusion Agreement to be executed by the Petitioner and the District.

6. This Petition is accompanied by a deposit of \$700.00, sufficient to pay costs of the inclusion proceedings, as required by statute.

7. That the property owned by Petitioner and sought to be included in the District is described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

Petitioner:

By:

Print Name: \_\_\_\_\_ Print Address:

State of Colorado	)	
County of Larimer	) SS. )	
The foregoing instrument was acknowledg		
20 by	as	_of
·		
Witness my hand and official seal.		
My commission expires:		

Notary Public

• Exhibit A (Legal Description of Property to be Included)

## Notice of Open Meeting for Hearing on Petition For Inclusion of Additional Real Property Within the Upper Thompson Sanitation District

Notice is hereby given to interested persons that a Petition for Inclusion of additional real property has been filed with the Board of Directors of the Upper Thompson Sanitation District. The Board of Directors has fixed \_\_\_\_\_\_, the \_\_\_\_\_day of 202\_, at the hour of \_\_\_\_\_\_.m., at 2196 Mall Road, Estes Park, Colorado 80517, as the date, time and place of an open meeting at which such Petition shall be heard.

The name and address of the Petitioner is:

The property to be included into the District is generally described as follows:

Interested parties may appear at such hearing to show cause in writing why such Petition should not be granted.

By Order of the Board of Directors of the Upper Thompson Sanitation District.

Upper Thompson Sanitation District

By:

Published in:

Published on: \_\_\_\_\_, 20\_\_\_\_\_

## Upper Thompson Sanitation District Inclusion Agreement

This Inclusion Agreement is made this day of , 20 , between the Upper Thompson Sanitation District, a quasi-municipal corporation of the State of Colorado (hereinafter referred to as "District"), and (hereinafter referred to as "Owner").

Whereas, District is located in the County of Larimer and was organized to provide sanitation services and other public and private purposes by available means and necessary facilities, equipment, and appurtenances thereto to its residents and the owners of real property within the jurisdictional boundaries of the District; and

Whereas, Owner is the fee owner of the subject real property, more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"), situated outside the jurisdictional boundaries of the District and capable of being served by the sanitation services subject to the terms and conditions hereinafter set forth; and

Whereas, District may agree to furnish sanitation service to real property situate outside the District's service area subject to the inclusion of such land into the District, pursuant to the provisions of Part 4 of Article 1, Title 32, CRS, but is under no obligation or duty to do so; and

Whereas, District, in exercising its statutory powers, may enter into contracts and agreements with owners of real property seeking to include their land into the District and may, in its discretion, impose specific conditions for such inclusion; and

Whereas, Owner has filed or will file with the Board of Directors of the District a petition for the inclusion of the Property into the District and desires to obtain the benefits of in-District sanitation service from the District, subject to the terms and conditions hereinafter set forth, which Owner knowingly declares to be fair, equitable and reasonably commensurate with the burden placed on District's collection and/or treatment system by reason of such inclusion; and

Whereas, the provision of wastewater service by the District to the Property in accordance with the terms of this Inclusion Agreement will be in the public interest and in the best interest of the Owner and the Property.

Now, therefore, in consideration of the mutual covenants, understandings and agreements hereinafter set forth, District and Owner agree as follows:

Prior to the approval of the inclusion of the Property into the District by the Board of Directors of the District, Owner shall fully comply with District regulations governing the inclusion of real property into the District and shall pay (a) inclusion fees therefor in the amount of \$700.00 for administrative costs, including publication expenses, attorney fees, engineering fees, and other professional service fees incurred by the District to include the Property into the District; and (b) the main extension deposit specified herein. Further, a Petition for Inclusion and this Inclusion Agreement duly signed by the Owner shall be submitted to the District. Such inclusion fees, and a deposit for the estimated administrative cost, and the main extension deposit shall be paid to the District on or before the date set for the public hearing on such inclusion.

After the public hearing on this inclusion, approval of this Inclusion Agreement by the Board of Directors of the District, and the entry of an order of inclusion by the District Court pursuant to Section 32-1-401(1), CRS, the Property shall be included into the District subject to the terms and conditions hereinafter set forth, the duly promulgated Rules and Regulations, and the laws of the State of Colorado pertaining to matters set forth herein, whether now existing or subsequently amended. If this inclusion is denied by the Board of Directors of the District for reason, the inclusion fees paid to the District shall be refunded to Owner less the balance due for the administrative costs incurred in connection herewith.

After entry of the order of inclusion by the District Court, Owner may connect improvements upon the property to the District's collection and/or treatment system. In the event that Owner elects to receive wastewater service from the District, Owner shall pay fees and charges for connection permits and system development fees set forth under the Rules and Regulations prior to time of connection to the collection and/or treatment system.

At the time of submission of the Petition for Inclusion and the Inclusion Agreement, Owner is responsible for the extension of the collection system to serve the Property in accordance with the Rules and Regulations.

Owner hereby releases, discharges and holds the District harmless from obligation or liability to provide service to the Property, except in accordance with the terms and conditions set forth herein and the Rules and Regulations and subject to the same terms and conditions under which service is generally provided to users within the District.

The terms and conditions set forth in this Inclusion Agreement shall be binding upon and inure to the benefit of the District and Owner, their respective personal representatives, heirs, transferees, successors, and assigns.

The terms and conditions set forth in this Inclusion Agreement shall be and remain covenants running with the Property.

If a provision of this Inclusion Agreement be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the other provisions hereof.

This Inclusion Agreement may be amended, from time to time, by agreement between the parties hereto. No amendment, modification or alteration hereof shall be binding upon the parties hereto unless the same is in writing and duly approved by the authorized representatives of each party.

This Inclusion Agreement constitutes the entire agreement between the parties hereto concerning the subject matter herein, and prior negotiations, representations, contracts, understandings, and agreements pertaining to such matter are merged into and superseded by this Agreement.

In witness whereof, the parties have caused this Inclusion Agreement to be executed the day and year written.

Upper Thompson Sanitation District

	Ву:
	Chairman
Attest:	
Ву:	
Secretary	-
State of Colorado	) ) ss.
County of Larimer	)
, 20 , by	as acknowledged before me this day of as Chairman and y of the Upper Thompson Sanitation District Board of
Directors.	y of the opper mompson sanitation district board of
Witness my hand and official seal.	
My commission expires:	
	Notary Public
	Owner
State of Colorado County of Larimer	)
The foregoing Inclusion Agreement wa , 20, by	as acknowledged before me this day of (Owner).
Witness my hand and official seal.	
My commission expires:	
	Notary Public

## Order by Board of Directors of the Upper Thompson Sanitation District for Exclusion of Real Property

Whereas, there was filed with the Board of Directors of the Upper Thompson Sanitation District ("District") a duly acknowledged Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, signed on behalf of \_\_\_\_\_\_, one hundred percent (100%) fee owner/s of the real property described in the Petition attached hereto, and requesting that the Board of Directors exclude such property from the District; and

Whereas, the Petition was heard at an open meeting of the Board of Directors of the District on\_\_\_\_\_\_,20\_\_\_ at the hour of \_\_\_\_\_.m., at 2196 Mall Road, Estes Park, Colorado, after publication of notice of the filing of such Petition, and the place, time and date of such meeting, the name of the Petitioner and a general description of the property to be excluded, in a local publication of record on \_\_\_\_\_\_, 20\_\_\_\_, a copy of which Affidavit of Publication is attached hereto as Exhibit B and incorporated herein by this reference; and

Whereas no written objection to the exclusion was filed by a person; and

**Whereas**, the Board of Directors, having reviewed such Petition and relevant information related thereto, herby determines that:

- A. The exclusion for such property will be in the best interests of the following: (i) the property itself; (ii) the District; and (iii) Larimer County;
- B. The relative costs and benefits to such property justify exclusion from the District's services;
- C. The ability of the District to provide economical and sufficient service to both the property to be excluded and the properties within the District's service area will not be adversely affected;
- D. The District will be able to provide services at a reasonable cost, but the costs that would be imposed by other entities in the surrounding area to provide similar services are also reasonable;
- E. There will be no effect from either granting or denying the Petition on employment and other economic conditions in the District and surrounding area;
- F. There will be no economic impact on the region, District, surrounding area, or State as a whole if the Petition is granted or denied;
- G. There are economically feasible alternative services available from other entities in the surrounding area; and
- H. The additional cost to be levied on other property within the District as a consequence of the exclusion is nominal,

**Whereas** it is deemed to be in the best interest of the District and the Petitioner that such property be excluded from the District.

It is therefore ordered that such Petition be granted as to the real property described herein, subject to the continuing obligation of such property to retire its proportionate share of outstanding bonded indebtedness of the District and interest thereon existing immediately prior to the effective date of the Court's Order of Exclusion, pursuant to the provisions of Section 32-1-503(1), CRS; and that the boundaries of the District shall be altered by the exclusion of the real property described herein; and that the District Court of Larimer County, Colorado, in which Court an Order was entered terms and conditions of the Exclusion dated between Petitioner and District; and that the Larimer County District Court, in which Court an Order was entered establishing this District, be requested to enter an Order that the real property described herein be excluded from the District.

I certify that the foregoing Order was unanimously passed at a meeting of the Board of Directors of the Upper Thompson Sanitation District, duly called, and held on \_\_\_\_\_\_, 20\_\_\_\_ at the hour of \_\_\_\_\_\_.m. and that the undersigned is the duly acting and authorized Chairman of the Board of Directors of the District.

Upper Thompson Sanitation District

By:

Chairman

Attest:

Ву: \_\_\_\_\_

Secretary

- Exhibit A to Order by Board of Directors (Petition for Exclusion)
- Exhibit B to Order by Board of Directors (Affidavit of Publication)

In the matter of Upper Thompson Sanitation District

To the Board of Directors of the District:

The undersigned Petitioner, being the fee owner of 100% of the real property hereinafter described, ("Property"), hereby requests that such property be excluded from the Upper Thompson Sanitation District, as provided by law, and for cause, states that:

- 1. Assent to the exclusion of such Property from the District is hereby given undersigned, who is the fee owner of such Property.
- 2. Petitioner understands that there shall be no withdrawal from this Petition after publication of notice by the Board of Directors, without the consent of the Board of Directors.
- 3. The exclusion of such Property from the District shall be subject to a statutory condition of exclusion, as well as terms and conditions established by the Board of Directors and accepted by Petitioner.
- 4. This Petition is accompanied by a deposit of \$700.00, sufficient to pay costs of the exclusion proceedings, as required by statute.
- 5. The Property is accurately described as follows as shown in Exhibit A (attached hereto and incorporated herein by this reference).
- 6. It is in the best interests of the Property that the Property be excluded from the District.
- 7. It is in the best interests of the District that the Property be excluded from the District.
- 8. It is in the best interests of Larimer County or counties within which the District is located that the Property be excluded from the District.
- 9. The relative costs and benefits to the Property justify exclusion.
- 10. The District will still be able to provide economical and sufficient service to the properties within the District's service area following exclusion of the Property.
- 11. The District is able to provide services at a reasonable cost, but that there are other special districts in the area of the Property which can provide similar services at a reasonable cost.
- 12. Neither granting nor denying the Petition will have an effect on employment and other economic conditions in the District and surrounding area.
- 13. Neither granting nor denying the Petition will have an economic impact on the region, the District, the surrounding area, or the state as a whole.

- 14. There is economically feasible alternative service available from another special district in the area of the Property.
- 15. The additional cost to be levied on other property within the District if exclusion is granted will be negligible.

Wherefore Petitioner requests that the Board of Directors of the District:

- A. Set a public meeting for hearing on this Petition and publish notice thereof in accordance with Section 32-1-501(2), CRS
- B. Order this Petition be granted in accordance with Section 32-1-501(4)(a)(I), CRS

	Petitioner:	
	By: Print Name: Print Address:	
State of Colorado	) ) SS.	
County of Larimer	)	
The foregoing instrument was acknown 20 by	wledged before me this day of as	-
Witness my hand and official seal.		
My commission expires:		
	Notary Public	

• Exhibit A (legal description of property to be excluded)

## Notice of Open Meeting for Hearing on Petition for Exclusion of Real Property from the Upper Thompson Sanitation District

Notice is hereby given to interested persons that a Petition for Exclusion of real property has been filed with the Board of Directors of the Upper Thompson Sanitation District. The Board of Directors has fixed \_\_\_\_\_\_, the \_\_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_, at the hour of \_\_\_\_\_\_\_.m., at 2196 Mall Road, Estes Park, Colorado, as the date, time and place of an open meeting at which such Petition shall be heard.

The name and address of the Petitioner is:

The property to be excluded into the District is generally described as follows:

Interested parties may appear at such hearing to show cause in writing why such Petition should not be granted.

By:

By Oder of the Board of Directors of the Upper Thompson Sanitation District.

Upper Thompson Sanitation District

Published in:		
Published on:	, 20	
Request completed by:		Date:

## Upper Thompson Sanitation District System Development Fee and Private Service Lateral Tap Agreement

#### Location # \_\_\_\_\_

This Agreement made this \_\_\_\_day of \_\_\_\_\_by and between the Upper Thompson Sanitation District, hereinafter referred to as "District" and \_\_\_\_\_\_, hereinafter collectively referred to as "Owner", is made upon the following terms and conditions:

Whereas, the District is a legally constituted Sanitation District in Larimer County, Colorado,

Whereas, the owner holds fee simple title to the real estate described as:

Parcel# \_\_\_\_\_, \_\_\_\_ (Legal Description)

Whereas Owner is desirous of making a system development investment for the uses and purposes hereinafter set forth.

Therefore, in consideration of the payments hereinafter provided and the mutual promises and covenants herein contained, the adequacy and receipt of which is hereby acknowledged, it is agreed as follows:

1. Owner hereby pays to the District a system development fee of \$\_\_\_\_\_which represents \_\_\_\_\_Single-Family Equivalent(s) (SFEs) as defined by the District in its policies in place at the time of such payment. The rate per SFE and related definitions may be amended from time to time by the District Board of Directors; additional required system development fee shall be subject to the rate and definitions in effect at the time of purchase. The District hereby acknowledges receipt of payment of the system development fee(s) and SFE allocated to the property as of the date of purchase.

2. By acknowledging payment of the said system development fee, the Owner shall be entitled to physically tap onto the District's collection and/or treatment system at a point to be designated by the District, but such right shall be subject to the provisions of this Agreement and to the policies, Rules and Regulations, and Bylaws of the District as the same may be in force from time-to-time hereafter. Costs of making such connections, installing, and maintaining the private service lateral from such point to the Owner's building connection, shall be borne by Owner.

3. The rights to tap onto the District's collection and/or treatment system are subject to the following:

(a) Physical connections, whether for existing dwellings or structures or for dwellings or structures to be constructed, shall be constructed in the manner and within the time required by the policies of the District as the same may be in force from time-to-time hereafter. Owner acknowledges receipt of a copy of the policies in force as of the date hereof and agrees to perform the Owner's obligations therein contained. Owner acknowledges that the District may, from time-to-time hereafter, change or amend such policies, and that it is the responsibility of the Owner to inquire as to the existence and terms of those policies in force before commencement of the connection process.

(b) If the property described is vacant property, the Owner acknowledges that approved building plans have been presented for review and acceptance by the District in determining the amount of the system development fee as set forth, in conformity with the rate structures as adopted by the District. The District has relied thereon in determining whether to accept the fees and grant the rights herein set forth.

No connection shall be made for dwellings or structures constructed after the date hereof if there is a change in the approved plans, unless revised plans have been submitted to and approved by the District and additional fees which might be due or payable, by reason of increased fixture unit values for the proposed construction, as defined by the District, are paid.

(c) The Owner hereby authorizes the Town of Estes Park to provide the District with the monthly water consumption meter readings. The Owner, furthermore, grants the District access to Owner's property to obtain or monitor the water meter or other water consumption recording devices, used to determine the amount of water consumed by the Owner.

(d) If the described property has not been physically connected to the District's collection and/or treatment system within the time required, the customer's right to connect to the collection and/or treatment system shall terminate and system development fees paid shall be forfeited, unless the customer begins to pay and continues to pay the standby fees imposed for that private service lateral connection for each billing period, commencing with the first billing cycle after the twelve (12) month period has passed.

4. The rights granted under this Agreement shall apply only to the described property and to none other, and the right to tap onto the District's collection and/or treatment system may not be transferred or sold for use on other property. However, if the described property is sold, the rights hereunder may be transferred to the new Owner, but such transfer shall not be effective until a written assignment or transfer has been signed, delivered, and accepted by the District. The transfer or assignment shall be on forms acceptable to the District.

5. The Owner agrees to be bound by policies, Rules and Regulations, or Bylaws established from time to time by the District, and to pay promptly as the same become due, rates and charges for services and other matters as established by the District. If such payments are not made, then the District, in addition to other remedies available to it for collection of delinquent fees or for enforcement thereof by foreclosure of lien or otherwise, may also terminate sanitation services to the Owner and the described property.

6. The Owner further acknowledges that rights granted herein by reason of paying the system development fee are solely limited to the property described.

In witness whereof, this Agreement has been signed by the parties hereto on the day and year first written; and the parties hereto acknowledge that this Agreement shall extend to and be binding upon the undersigned, their heirs, personal representatives, successors in interest, assigns and grantees.

Upper Thompson Sanitation District

Ву\_\_\_\_\_

District Board Chairman

System Development Fee Holder

System Development Fee Holder

Mailing Address

Mailing Address

System Development Fee Paid in Full this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

#### Location #

(Formally Account/Private Service Lateral Tap #)

## Upper Thompson Sanitation District Transfer of Account

For value received, I/we	hereby transfer and assign to:
,,	private service lateral tap(s), for the described
property as follows:	
Larimer County Parcel #	
Legal:	
Tap Classification: 🗆 Non-Metered 🛛 Metere	d
	I fees has been made in the amount of
\$with a balance rema	aining of \$ as of
·	

Assignor

It is understood that by accepting this assignment, I/we, hereby agree to abide by Rule and Regulations, including the development of a new fixture unit value inventory schedule by the District. It is further understood that this private service lateral tap(s) was purchased for the described property and may not be transferred to another property.

This private service lateral tap  $\Box$  does /  $\Box$  does not have a joint use private service lateral use.

Further, in accepting this private service lateral tap(s), I/we accept charges or other debts owing in regard to ownership of this private service lateral tap, whether now due or hereinafter incurred.

Transfer Fee: \$

Service charges may change by formal action of the Board of Directors.

By accepting this private service lateral tap transfer, the assignee further agrees to abide by the conditions of the original private service lateral tap agreement.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Assignee

Email Address

Phone Number

Mailing Address

The Upper Thompson Sanitation District hereby consents to the assignment.

District Manager

Date:

## Upper Thompson Sanitation District Grease Interceptor Authorization to Discharge

#### Post this Authorization in a prominent location.

Business name and address:

Grease Removal Device: Grease Interceptor – Size (gallons):

In accordance with Section 3, Article 3.1.E of the Upper Thompson Sanitation District (District) Rules and Regulations, the food service establishment (FSE) is authorized to discharge wastewater to the District's collection and/or treatment system under the following conditions and as determined by District personnel:

- A. The FSE shall pump and empty the grease removal device a **minimum of once every three years or once every (\_\_\_\_) month(s), or** as directed by the District when the total accumulation of floating and/or settled waste exceeds 25% of the grease removal device capacity (within chamber) by ensuring each of the following parameters are met at every pumping occurrence:
  - remove the entire contents of the grease removal device each time
  - scrape and pressure-wash the walls and floor of the grease removal device
  - verify the components of the grease removal device are present and in good condition
  - ensure proper operation, maintenance, and performance of the grease removal device
- B. The FSE or its contracted pumping vendor shall notify the District at least 48 hours prior to each pumping occurrence. District staff must be present for pumping occurrences.
- C. The FSE shall observe Best Management Practices (BMPs) including but not limited to:
  - employee training and posting BMPs in food preparation and dishwashing areas
  - minimizing use of garbage disposals
  - not using prohibited enzymes or bacteria that emulsify fats, oils, and grease (FOG)
  - installing 1/8" or 3/16" mesh screens on kitchen drains
  - scraping or soaking up FOG from plates and cookware before washing
  - using cold water at pre-wash sink to rinse plates and cookware
  - pouring waste FOG from cookware into containers to be disposed of properly.
- D. The FSE shall immediately notify the District of planned remodels, additions, or alterations.
- E. The District may conduct random inspections of the grease removal device and/or the FSE kitchen to verify compliance and charge fees and/or pursue enforcement, as necessary.
- F. The District may amend or suspend this Authorization to Discharge as necessary to address non-compliance, maintenance/pumping frequency, changes to the FSE, and changes of the District Rules and Regulations.

Date Issued

District Manager

## Upper Thompson Sanitation District Oil and Sand Interceptor Authorization to Discharge

#### Post this Authorization in a prominent location.

Business name and address:

#### Oil and Sand Removal Device: Oil and Sand Interceptor – Size (gallons):

In accordance with Section 3, Article 3.1.F of the Upper Thompson Sanitation District (District) Rules and Regulations, the establishment is authorized to discharge wastewater to the District's collection and/or treatment system under the following conditions and as determined by District personnel:

- A. The establishment shall pump and empty the oil and sand removal device **once every** (\_\_\_) \_\_\_\_\_, **or** as directed by the District when the total accumulation of floating and/or settled waste exceeds 25% of the oil and sand removal device capacity (within chamber) by ensuring each of the following parameters are met at every pumping occurrence:
  - remove the entire contents of the oil and sand removal device each time
  - scrape and pressure-wash the walls and floor of the oil and sand removal device
  - verify the components of the oil and sand removal device are present and in good condition
  - ensure proper operation, maintenance, and performance of the oil and sand removal device
- B. The establishment or its contracted pumping vendor shall notify the District at least 48 hours prior to each pumping occurrence. District staff must be present for pumping occurrences.
- C. The establishment shall observe Best Management Practices (BMPs) including but not limited to:
  - employee training and posting BMPs in disposal/washdown of oil and sand
  - not using prohibited enzymes or bacteria that emulsify fats, oils, and grease (FOG)
- D. The establishment shall immediately notify the District of planned remodels, additions, or alterations.
- E. The District may conduct random inspections of the oil and sand removal device and/or the work/drain areas to verify compliance and charge fees and/or pursue enforcement, as necessary.
- F. The District may amend or suspend this Authorization to Discharge as necessary to address non-compliance, maintenance/pumping frequency, changes to the establishment, and changes of the District Rules and Regulations.

Date Issued

District Manager

## Notice of Perpetual Statutory Lien of Upper Thompson Sanitation District

#### To Whom It May Concern:

**Notice is hereby given**, that the Upper Thompson Sanitation District, a political subdivision and quasi-municipal corporation of the State of Colorado, hereby gives Notice of an unpaid rates, fees, tolls and charges and of the District's Perpetual Statutory Lien against the hereinafter described property to secure the payment thereof pursuant to Section 32-1-1001(1)(j) CRS, as amended.

The name of the lien claimant is Upper Thompson Sanitation District.

The lien is held for and on account of unpaid and delinquent service charges and lien fees and penalty charges assessed by the claimant against the property hereinafter described.

The name of the purported owner, the legal description and the amount claimed and assessed against the property are as follows:

Owner:			
Property:	Legal Description	n	Address
	Larimer County	, Colorado	
Parcel ID:			
Amount Clair	ned: <u>\$</u>		
Together wit	h finance charges	thereon at the rate of t	welve percent (12%) per annum.
		Upper Thompsor	Sanitation District
		Ву:	
		District Manager	
State of Colorado	)		
	)	SS.	
County of Larimer	)		
l,		, being of lawful a	ge and being first duly sworn upon
			hompson Sanitation District; that I
have read the within	Statement of Lie est of my knowle	n and know the content dge, information, and b	s thereof; and that the same is true elief, and is made on behalf of and
	nd awarn to hofo	o mothic dovid	20

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as District Manager of Upper Thompson Sanitation District.

Notary Public

## Upper Thompson Sanitation District Release of Perpetual Lien

Whereas, the Upper Thompson Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado, did on \_\_\_\_\_\_\_, 20\_\_\_, record at Reception No. \_\_\_\_\_\_ in the office of the County Clerk and Recorder of Larimer County, Colorado, that certain Notice of Lien on and against the property therein described; and

Whereas, charges and fees have been paid in full.

**Now, Therefore,** in consideration of the payment of charges, the lien against the real property described in such Notice of Lien and located at \_\_\_\_\_\_, is hereby released, and such property is discharged from such Lien of the District.

In witness whereof, the Upper Thompson Sanitation District has executed this Release of Perpetual Lien this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

Upper Thompson Sanitation District

Ву\_\_\_\_\_

District Manager

State of Colorado ) )ss. Country of Larimer )

I, \_\_\_\_\_, do say that I am the District Manager for the Upper Thompson Sanitation District, the claimant herein named; that I have read the within statement of Release of Perpetual Lien and know the contents thereof; and the same is true and correct to the best of my knowledge, information, and belief, and is made on behalf of the claimant.

Notary Public

#### Upper Thompson Sanitation District Forfeiture Agreement

<b>Customer Information</b>	l						
Customer Account Information	Location #			Customer #			
Owner(s) Name(s)							
Owner(s) Name(s)							
Service Address							
Mailing Address							
Other Customer Contact Information	Phone No.			Email:			
Account Information				I			
Allocated Inventory	No. of FUVs			No. o	f SFEs		
Utilized Inventory	No. of FUVs			No. of	f SFEs		
FUV / SFE Overage Requesting to Forfeit	No. of FUVS			No. of	f SFEs		
Reason for Forfeiture							
Customer Acknowledg	gement and S	ignature(s)					
Acknowledgement Statement by Customer						vledge that Upper Thompson t. I(we) understand that future District approval before making	
Owner's Signature				Date Signed			
Owner's Signature				Date	Signed		
District Staff Review a	nd Approval						
Received by				Date	Received		
Reviewed by				Date	Reviewed		
Property Inventoried by		Date Inventoried					
District Comments							
Approved by				Title			
Signature				Date S	Signed		



Upper Thompson Sanitation District This is Home. We Treat it Right.

#### Application for Wastewater Collection and Treatment Service New/Additions/Remodels/Demolitions

Engineered stamped/signed plans must be included before the District will review this application.

Contractor's information:	
Name:	
Address:	
Phone #:	Email:
Owner's Information:	
Name:	
Address:	
Phone #:	Email:
Site Information:	
Address:	
Parcel ID/Legal Description:	
Private Service Lateral Type:	
□ Single Tap □ Subdivision □ Multiple Taps Other Than a Su	bdivision
Service Request:          New       Addition/Remodel       As Built       Demolition       Chail         Commercial Use       Non – Commercial Use	nge of Use
Brief Description:	
Included Attachments:	
□ Site Plan □ Floor Plans □ Signature Form □ Larimer Coun	ty Sign Off Form
□ Other	
Applicant's Signature	Date:
For Office Use Only Date Received Locatio	on #

Rules and Regulations Upper Thompson Sanitation District Reviewed by\_\_\_\_\_

## **Upper Thompson Sanitation District**

**Fixture Unit Value Inventory** 

Name:	_
Parcel Number:	-
Location #	
Address:	_
Unit #	
Lega Description:	

Inspected by:	
Date:	
Number of Bedrooms	
Total FUV:	
SFE:	
SDF:	
Permit Fee:	

Notes: \_\_\_\_\_

Permit #\_\_\_\_\_

Hot Tub

Technical Review Fee

Total Fees Due: Type: 🗆 Residential 🛛 Commercial

Type of Non-Metered Fixture	FUV	Quantity	Stub	Subtotal
Bedrooms				
Aspersion, Affusion, and Immersion Baptismal Fonts	1			
Automatic Clothes Washer (2 standpipe)	3			
Bar Sink	1			
Bathroom Group (New)	6			
Bathroom Group - Consisting of water closet, Lavatory & bathtub or shower				
stall, (tank type closet)				
Bathroom Group (Old)	7			
Bathroom Group - Consisting of water closet, Lavatory & bathtub, or shower				
stall, (tank type closet)				
Bathtub (with or without overhead shower)	2			
Bidet	1			
Clinical and Fishing Rim (with valve) sink	6			
Commercial Combo Sink & Tray (with food waste grinder; one 1 ½" trap; and	3			
separate 1 ½" trap)				
Dental Unit or Cuspidor	1			
Dental Lavatory	1			
Dishwasher, domestic	2			
Drinking Fountain	1			

Kitchen Sink, domestic, w food waste grinder, 1 1/2" trap

Kitchen Sink, domestic, w/ 1 1/2" trap

Lavatory w/ 1 1/4" Trap

Lavatory w/1 ½" sets of 2 or 3

Mop Sink/ Laundry Tub

Pot Scullery Type Sink

2

2

3

1

2

2

4

Type of Non-Metered Fixture	FUV	Quantity	Stub	Subtotal
Shower Stall, domestic	2			
Shower (group), per head 2"	2			
Sinks: Clinical	6			
Fishing Rim (with valve)	6			
Service (Trap Standard)	3			
Service (P Trap)	2			
Pot. Scullery, etc.	4			
Toilets 1.6 GPF(New) Water Closet, tank operated	3			
Toilets > 1.6 GPF(Old) Water Closet, tank operated	4			
Urinal: Pedestal, Wall Lip, Stall Washout, Trough (each six feet (6') section)	2			
Wash Fountain 1 1/2"	2			
Wash Fountain 2"	3			
Fixtures Not Listed: (Photo Lab, Waterfall, Pool, etc.)				
Trap Size 1 ¼"	1			
Trap Size 1 1/2"	2			
Trap Size 2"	3			
Trap Size 2 1/2"	4			
Trap Size 3"	6			
Total of	Non-Mete	red FUVs =		

Appendix F Notices



Residential – 30 days past due Commercial – 14 days past due 1<sup>st</sup> Notice For Rules & Regs Only

P.O. Box 568 | Estes Park, CO 80517 970-586-4544 | utsd.colorado.gov

Date

Customer Name Customer Address Customer City, State Zip

# Letter of Account Delinquency and Termination of Wastewater Collection and Treatment Services

You are hereby notified that your account with the Upper Thompson Sanitation District has been delinquent for more than \_\_\_\_ days. There is now due **<Customer Balance>**. As permitted by Colorado statute, the balance will be assessed a finance charge on the delinquent amount at 12% per annum from the date of delinquency until paid.

## Wastewater Collection and Treatment Service May Be Terminated on <date> Unless the Account is Paid in Full by that Date.

# The District will assess disconnection and reconnection charges to the account. Charges, fines, and fees must be paid in full before service is reconnected.

You are also notified that under Colorado Revised Statutes 32-1-1001 (II)(j)(I), the District has a perpetual lien against your property for the unpaid fees and charges on the delinquency and expenses. The District may record a statement of this lien with the Larimer County Clerk & Recorder, and the costs of recording the statement and its release will be added to the charges.

### Disregard this notice if you have paid this account.



Residential – 55 days past due Commercial – 30 days past due Final Notice For Rules & Regs Only

P.O. Box 568 | Estes Park, CO 80517 970-586-4544 | utsd.colorado.gov

Date

Customer Name Customer Address Customer City, State Zip

## Final Letter of Account Delinquency And Termination of Wastewater Collection and Treatment Services

You are hereby notified that your account with the Upper Thompson Sanitation District has been delinquent for \_\_\_\_\_ days. There is now due **<customer balance>.** As permitted by Colorado statute, the balance will be assessed a finance charge on the delinquent amount at 12% per annum from the date of delinquency until paid.

## Wastewater collection and treatment service may be terminated on <date> Unless the account is paid in full by that date.

You are also notified that under Colorado Revised Statutes 32-1-1001 (II)(j)(I), the District has a perpetual lien against your property for the unpaid fees and charges on the delinquency and expenses. The District may record a statement of this lien with the Larimer County Clerk & Recorder, and the costs of recording the statement and its release will be added to the charges.

The District will assess disconnection and reconnection charges to the account. All charges, fines, and fees must be paid in full before service is reconnected.

Disregard this notice if you have paid this account.



Green Door Hanger

Upper Thompson Sanitation District P.O. Box 568 | Estes Park, CO 80517 970-586-4544 | utsd.colorado.gov

## Final Disconnect Notice

Date \_\_\_\_\_

Customer Name \_\_\_\_\_

Service Address \_\_\_\_\_

You are Hereby Notified

**This Property May Be** 

Disconnected from Public Sewer on \_\_\_\_\_

**Due to Account Delinquency** 

This Notice Gives You 5 Days to Pay Your

Past Due Account Balance of

\$\_\_\_\_\_.

The Larimer County Health Department may be notified of the pending disconnection from the public sewer.

**Red Door Hanger** 

Upper Thompson Sanitation District P.O. Box 568 | Estes Park, CO 80517 970-586-4544 | utsd.colorado.gov

## **Disconnected Notice**

As of <date> At <time>

## This Property Has Been Disconnected From The Upper Thompson Sanitation District Wastewater Collection and Treatment System

The Larimer County Health Department has been notified of the disconnection.



P.O. Box 568 | Estes Park, CO 80517 970-586-4544 | utsd.colorado.gov

## Notice of Revocation of Service

Date

Customer Name Customer Address Customer City, State Zip

Location:

You are hereby notified that this property will be disconnected from public sewer on \_\_\_\_\_, 20\_\_\_\_, for unauthorized connection described as \_\_\_\_\_\_.

You may contact the District Manager and/or you have opportunity for a hearing with the Board of Directors of the District regarding this matter pursuant to Section 5 of the District Rules and Regulations.

This notice gives you 10-days to voluntarily disconnect the unauthorized private service lateral connection pursuant to District inspection and pay the disconnection/inspection fee of \$ \_\_\_\_\_\_ for such voluntary disconnection and inspection. The disconnection must be accomplished according to the District Rules and Regulations and completed to District satisfaction in order to avoid the revocation of service.

The Larimer County Health Department may be notified of the pending disconnection from public sewer.

#### Appendix G Contractor Requirements

A contractor or company that performs construction, maintenance or other services on Districtowned equipment, property, within ten feet (10') of the District collection system, and/or in easements or rights-of-way that are the responsibility of the District, shall provide the District with the following documents and comply with the following requirements:

- 1. Certificate of Insurance specifying liability coverage and naming the District as an additional insured, where the limit is \$1,000,000 each occurrence/aggregate.
- 2. Certificate of Insurance specifying Minimum State Statute Workers Compensation coverage.
- 3. Proof of insurance on equipment and trucks.
- 4. Where required, utilize OSHA-approved safety equipment and the proper number of personnel required for the safe operation of the equipment. Examples include, but are not limited to, accessing manholes, open cut trenches and electrical cabinets.
- 5. Be responsible for initiating, maintaining and supervising safety precautions and programs.
- 6. Comply with applicable laws and regulations of a public body have jurisdiction, including the District.
- 7. Warranty bond for 2-year warranty period, as required.

Appendix H Selected Resolutions

### UPPER THOMPSON SANITATION DISTRICT

### **RESOLUTION REGARDING MANAGEMENT OF EASEMENTS**

WHEREAS, the Upper Thompson Sanitation District ("District") is a quasimunicipal corporation and political subdivision of the State of Colorado; and as such has obtained certain easements over parcels of property located within the District in order to provide for access to and maintenance of District-owned public infrastructure located within, on and/or inside of such easement locations ("District Easements"); and

WHEREAS, the District has determined it is necessary, and in the interest of preserving public health, safety and welfare, to adopt a Policy which allows the public to know the guidelines under which the District Easements will be managed; and

WHEREAS, in developing this Policy, the District has attempted to incorporate the needs and desires of owners of property adjacent to District Easements.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Upper Thompson Sanitation District that the following Easement Management Policy shall direct and control the operation and maintenance of District Easements:

- 1. It is the intent of the District that District Easements shall be maintained as an area of land that is primarily undeveloped, natural, or pastoral in character, with limited, easily removed encroachments only, in order to best preserve the public health, safety and welfare and allow access, maintenance and support to important District infrastructure, including but not limited to sewer mains and main lines.
- 2. To that end, it is the policy and direction of the Board that the District maintenance of the District Easements shall be proactive, protecting the easement area from encroachment of unwanted trees and other natural and man-made obstructions with the potential to cause damage and/or to impair the District's ability to access or maintain District infrastructure. No dumping of trash or vegetation shall be allowed on District Easement property. It shall be the policy of the District to enforce its Rules and Regulations regarding encroachments on District Easements to the maximum extent possible, while maintaining good working relationships with the public.
- 3. The District retains the right to perform such maintenance, plant removal, trimming of vegetation and similar activities as is deemed necessary by staff to the proper functioning of District facilities located within or on all of its recorded easements. A property owner not being aware of the location and extent of the easement shall not constitute waiver of this policy. This is true whether the property owner is specifically aware of the

2

easement through title disclosure or has acquired the subject property by non-traditional means (i.e., donation from a relative, etc.).

- 4. The District recognizes that § 38-41-101(2), C.R.S. prohibits private parties from gaining any prescriptive rights over public property.
- 5. District staff is directed to enforce the District's rights granted through its Easements as staff determines to be most efficient to the operation of the District's sanitation system.

**ADOPTED** this  $2a^{th}$  of August, 2013, by a vote of <u>5</u> in favor and <u>O</u> opposed.

**Upper Thompson Sanitation District** 

arry Pettyjohn, Chairman

Attest

### UPPER THOMPSON SANITATION DISTRICT

### **RESOLUTION NO. 2022-12-04**

### A RESOLUTION VOIDING HANDWRITTEN NOTES IN OLD TAP AGREEMENTS AND RATIFYING PRIOR BOARD ACTION

WHEREAS, the Upper Thompson Sanitation District ("District") is a quasimunicipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, Colorado Revised Statutes; and

WHEREAS, pursuant to § 31-35-402(f), C.R.S. and § 32-1-1006(1)(g), C.R.S., the District Board of Directors ("Board") has the authority to fix and, from time to time, increase or decrease tap fees; and

WHEREAS, pursuant to § 32-1-1001(j)(I) and (II), C.R.S., may fix and from time to time increase or decrease fees, rates, tolls and charges for services, programs or facilities furnished by the District; and

WHEREAS, the District is party to old tap agreements from the inception of the District that contain handwritten notes made by former District officials; and

WHEREAS, those handwritten notes purported to allow for additional taps to be sold in the future at a price set in the old tap agreements, which practice is inconsistent with the District's historic and current Rules and Regulations; and

WHEREAS, on June 27, 2001, the then-seated Board approved a policy by motion and affirmative vote, prohibiting any handwritten notes or promises contained in old tap agreements purporting to fix or set a "grandfathered" historic rate for future tap purchases contrary to the Rules and Regulations; and

WHEREAS, on August 17, 2005, the then-seated Board further set its policy related to historic agreements in Resolution 05-078, to either complete or refund pending tap purchases for which only a deposit had been paid. The District launched a campaign to locate customers who had paid deposits but not completed a purchase of any tap, requiring completion of payment on balances due as of November 30, 2005, or the deposit would be refunded, and the tap would be stricken from District records; and

WHEREAS, on December 31, 2009, the District wrote off \$15,375 of inactive customer deposits for additional taps to be sold at the historic rate contained in the old tap agreements with subsequent Board approval on January 20, 2010; and

WHEREAS, this Resolution is to codify the Board's previous actions into one resolution and to further update the Rules and Regulations to memorialize the policy voiding all handwritten notes or promises for discounted rates, fees or charges in old tap agreements; and

WHEREAS, the Board hereby finds and determines that this Resolution is appropriate and necessary to the function and operation of the District and consistent with the District's policy of providing fair and equitable application of the Rules and Regulations to all of its customers.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Upper Thompson Sanitation District as follows:

1. <u>Ratification of Policy</u>. The District's policy is to enforce the current Rules and Regulations. As such, the District will not honor handwritten notes in old tap agreements that purport to "grandfather" historic rates for future tap purchases. Such handwritten notes are void and unenforceable. This Resolution ratifies and approves the prior Board actions setting forth this policy and further ratifies actions previously taken to require completion of, or efforts to refund incomplete deposits for, historic applications for a tap to be completed at prior rates. This Resolution is not intended to modify the District's Rules and Regulations, or to modify the method by which the District assesses any fees, rates or charges to connect to the District's wastewater collection system, except as specifically set forth herein.

2. <u>Amendment to Rules and Regulations</u>. The Board of Directors amends Rule 2.6 of the Rules and Regulations, entitled "*Modification, Waiver, and Suspension of Rules*," to include the following policy and to conform the Rules to this Resolution:

# No handwritten notation or promise to modify the District's duly authorized rates fees and charges will be given force or effect, except as expressly authorized by the District, in a writing signed by District officials, and as provided in these Rules and Regulations.

This Resolution shall supersede any contrary provision contained in the District's Rules and Regulations, which shall be modified as soon as reasonably practical to conform with the provisions set forth in this Resolution.

3. <u>Severability</u>. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

Upper Thompson Sanitation District Resolution No. 2022-12-04 Page 3

4. <u>Effective Date</u>. This Resolution shall take effect and be enforced immediately upon its approval by the District Board.

ADOPTED this 20<sup>th</sup> day of December, 2022.

UPPER THOMPSON SANITATION DISTRICT

By E. Reed, Chairman

Attest:

Susan L. Doylen, Vice Chairman/Secretary

### **UPPER THOMPSON SANITATION DISTRICT**

### **RESOLUTION NO. 2024-06-01**

### A RESOLUTION VOIDING HANDWRITTEN REVISIONS AND/OR STRIKEOUTS IN EASEMENT AGREEMENTS

WHEREAS, the Upper Thompson Sanitation District ("District") is a quasimunicipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, Colorado Revised Statutes; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District Board of Directors ("Board") has the authority to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the District Board has the authority to manage, control and supervise all of the business and affairs of the District; and

WHEREAS, the District is party to easement agreements that contain handwritten revisions and/or strikeouts that deviate from the District's standard easement agreement form; and

WHEREAS, such deviations were not approved by the Board and are inconsistent with the District's historic and current Rules and Regulations; and

WHEREAS, such easement agreements were recorded in the real property records of Larimer County; and

WHEREAS, this Resolution is to approve a policy voiding any handwritten revisions and/or strikeouts contained in easement agreements. Any revisions and/or strikeouts to an easement agreement must be approved by the Board, consistent with the District's current Rules and Regulations and typed into the easement agreement; and

WHEREAS, the Board hereby finds and determines that this Resolution is appropriate and necessary to the function and operation of the District and consistent with the District's policy of providing fair and equitable application of the Rules and Regulations to all of its customers.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Upper Thompson Sanitation District as follows: 1. <u>Policy Voiding Handwritten Revisions</u>. The District will not honor handwritten revisions and/or strikeouts in easement agreements. Such handwritten notes and/or strikeouts are void and unenforceable. This Resolution is not intended to modify the District's Rules and Regulations, except as specifically set forth herein.

2. <u>Amendment to Rules and Regulations</u>. The Board amends the District's Rules and Regulations to include the following policy:

No handwritten revisions and/or strikeouts in an easement agreement to which the District is a party will be given force or effect. Any revision and/or strikeout to an easement agreement must be approved by the Board, consistent with the District's current Rules and Regulations and typed into the easement agreement.

This Resolution shall supersede any contrary provision contained in the District's Rules and Regulations, which shall be modified as soon as reasonably practical to conform with the provisions set forth in this Resolution.

3. <u>Severability</u>. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. <u>Effective Date</u>. This Resolution shall take effect and be enforced immediately upon its approval by the District Board.

ADOPTED this 18<sup>th</sup> day of June 2024.

UPPER THOMPSON SANITATION DISTRICT

By

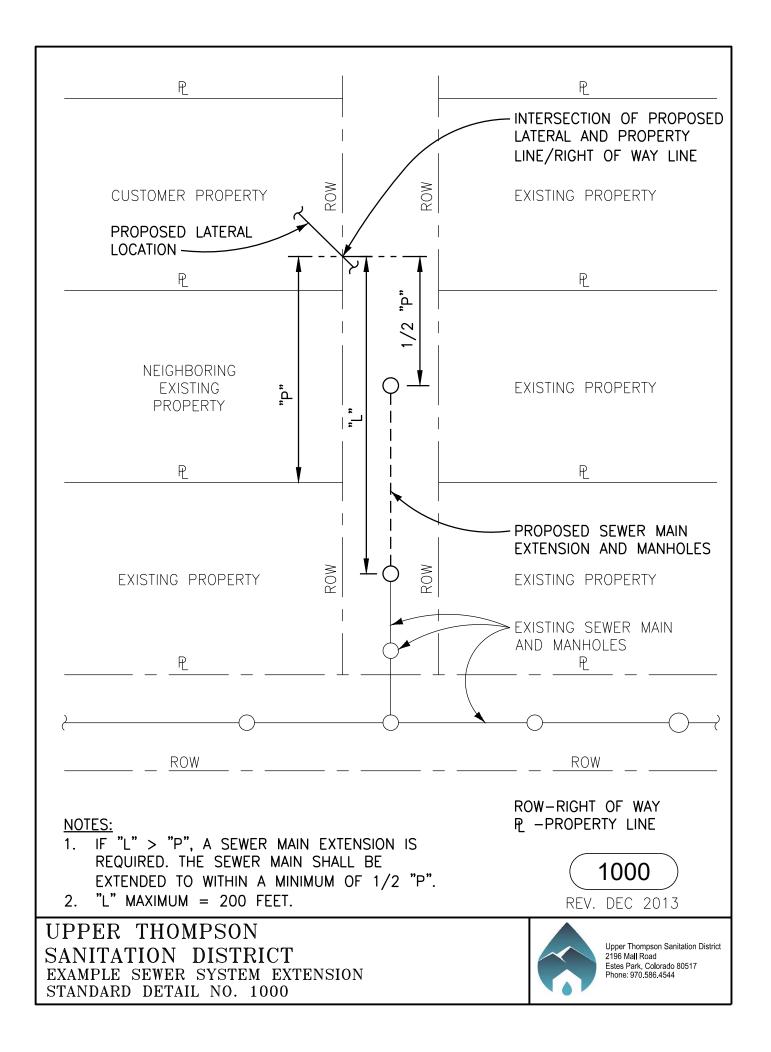
Christopher Eshelman, Chairman

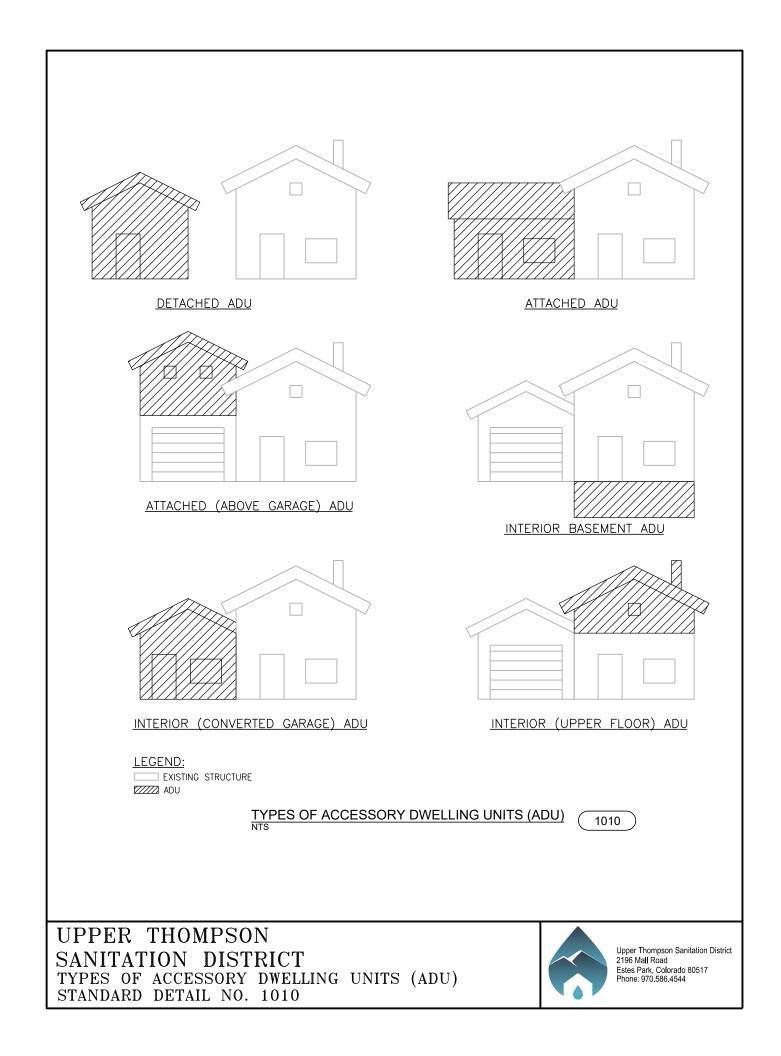
Attest:

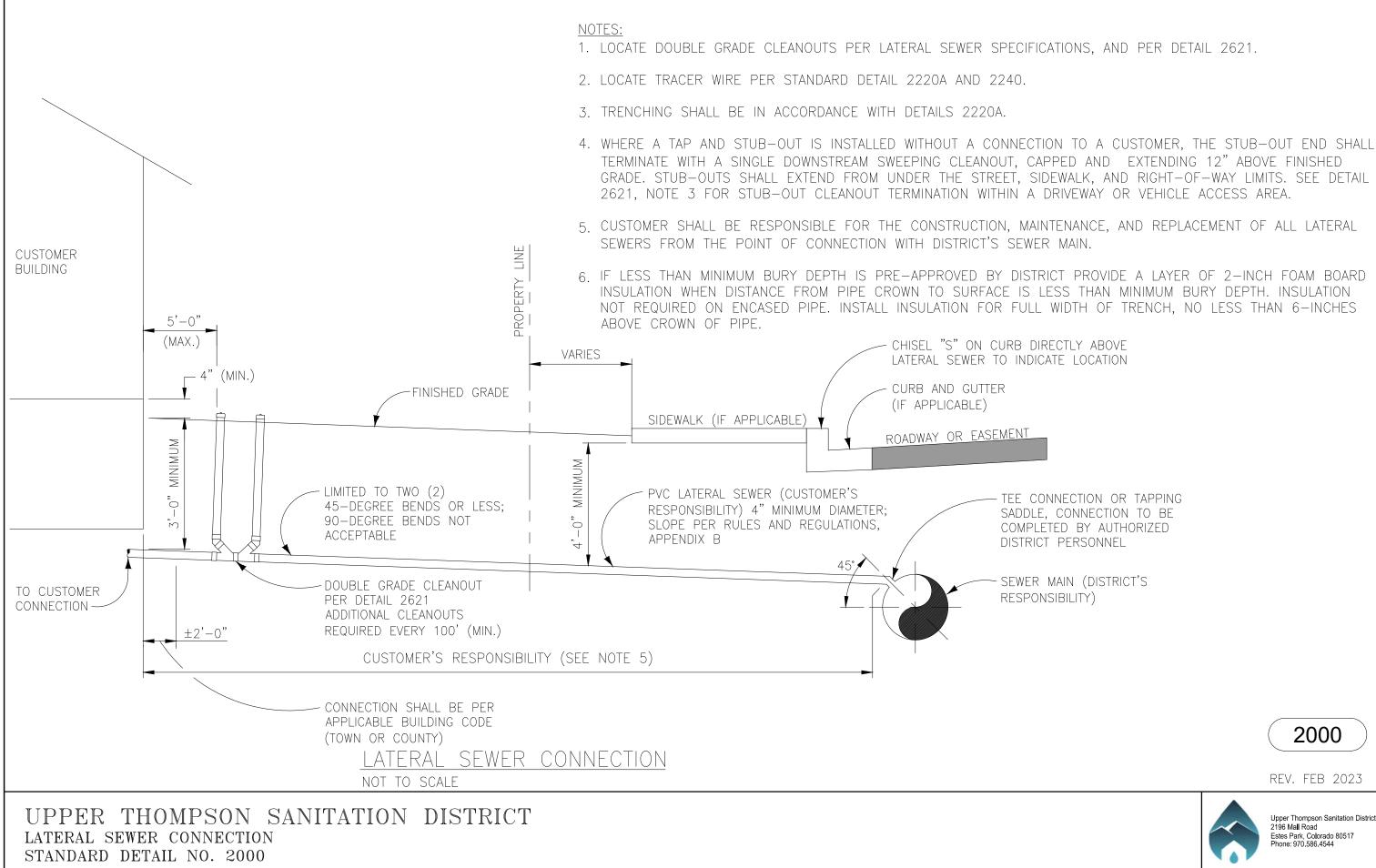
Susan Doylen, Vice-Chairman/ Secretary

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### Appendix I Standard Details







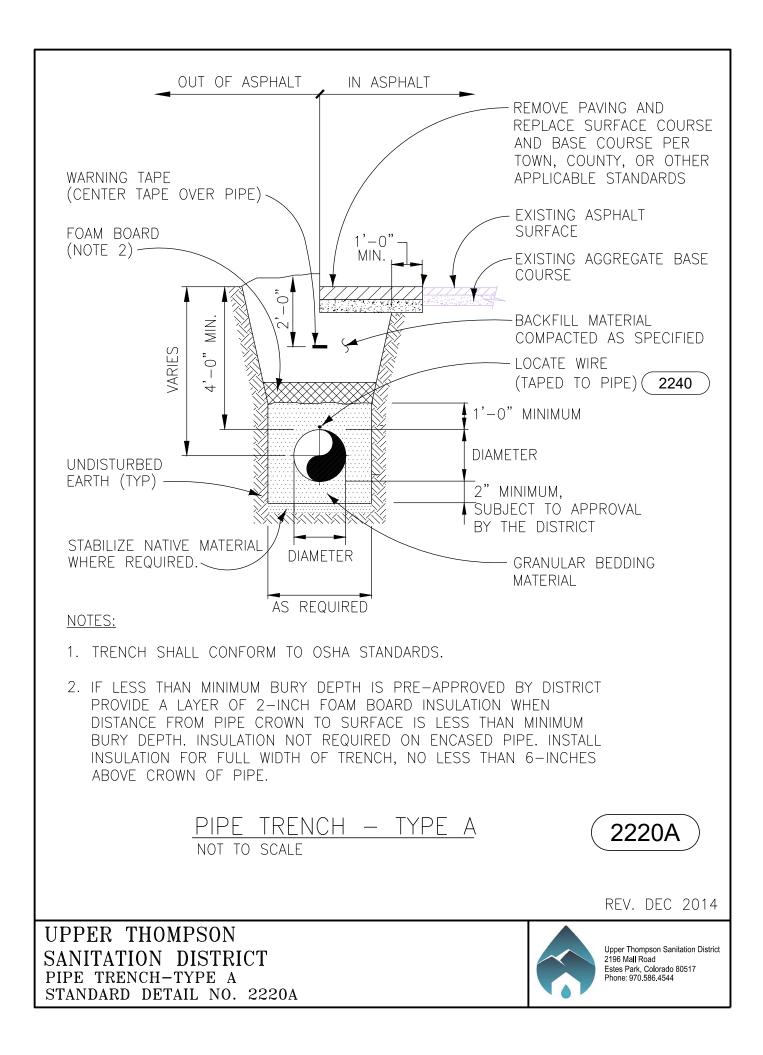
TEE CONNECTION OR TAPPING SADDLE, CONNECTION TO BE COMPLETED BY AUTHORIZED DISTRICT PERSONNEL

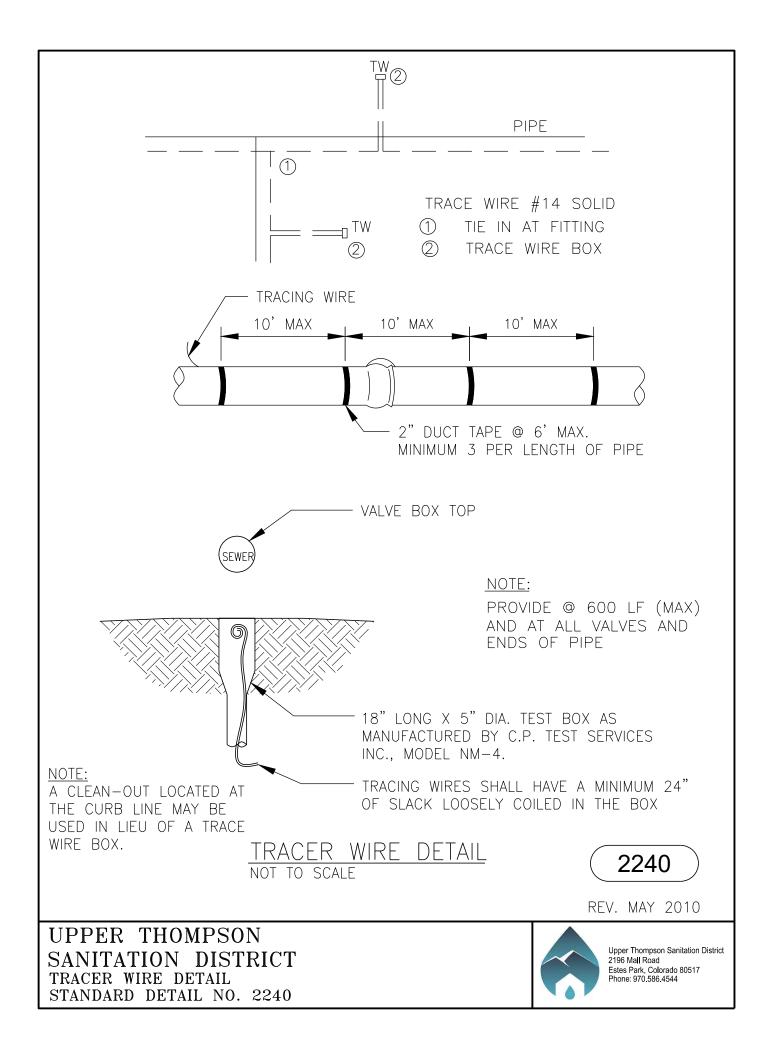
SEWER MAIN (DISTRICT'S RESPONSIBILITY)

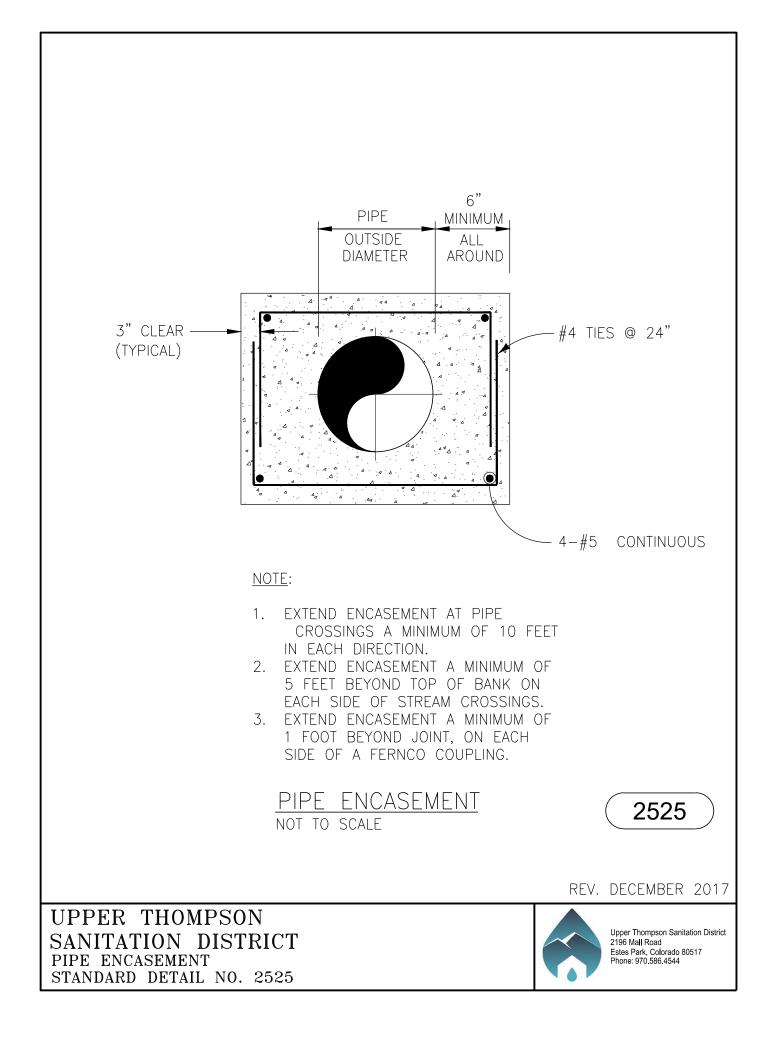
2000

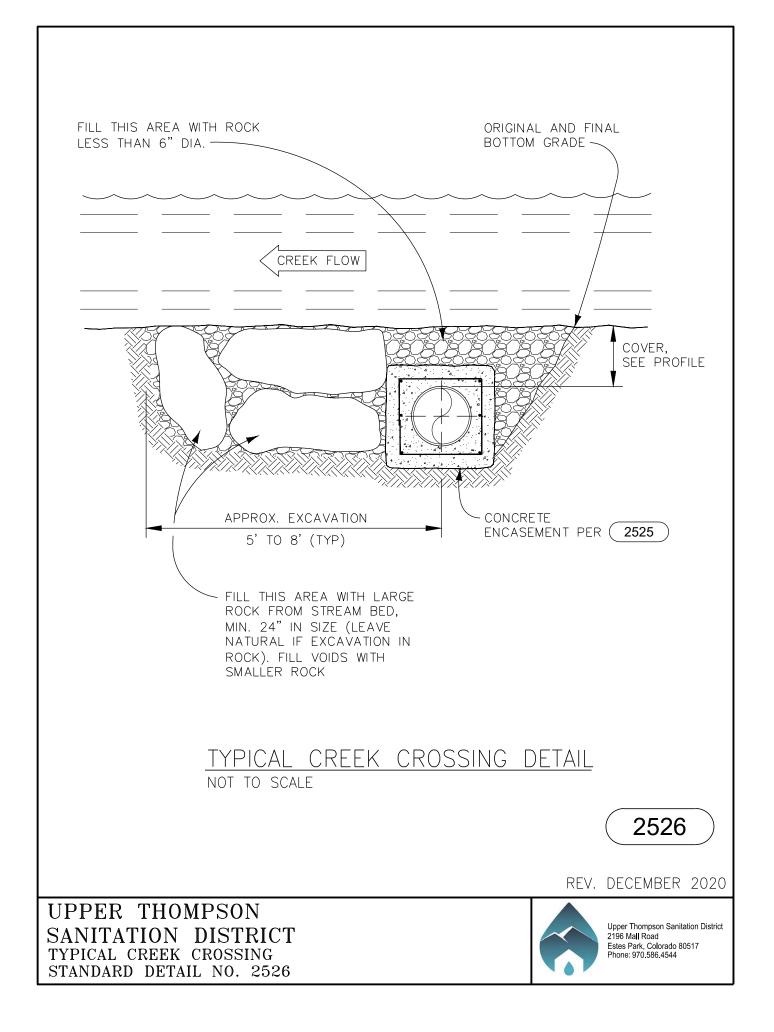
REV. FEB 2023

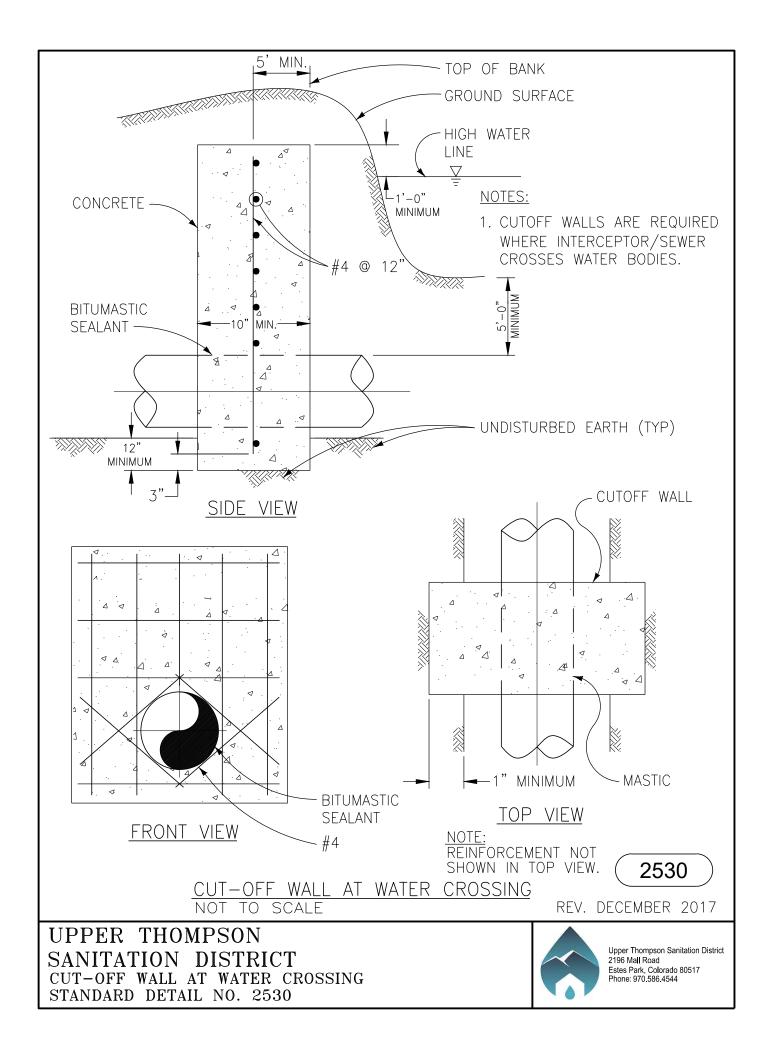












### GENERAL:

- FOR ALL BURIED PIPING EXCEPT FLANGED, SCREWED, SOCKET WELD PVC, OR WELDED STEEL PIPE SPECIFIED TO BE PRESSURE TESTED, ALL FITTINGS SHALL BE PROVIDED WITH CONCRETE THRUST BLOCKS AT ALL DIRECTION CHANGES UNLESS OTHERWISE NOTED.
- 2. IN ADDITION TO THRUST BLOCKS, ALL FITTINGS AND VALVES SHALL BE RESTRAINED FOR AT LEAST 40 FEET IN ALL DIRECTIONS. MEGALUGS MAY BE USED ON DIP AND PVC PIPE FOR RESTRAINT EXCEPT IN LOCATIONS WHERE FLEXIBLE JOINTS ARE REQUIRED.
- 3. CONCRETE THRUST BLOCKING TO BE POURED AGAINST UNDISTURBED EARTH OR STRUCTURAL BACKFILL.
- KEEP CONCRETE CLEAR OF JOINT, BOLTS, NUTS, CLAMPS, AND OTHER ACCESSORIES. THRUST BLOCKS SHALL NOT BE LOCATED OR SIZED TO ENCASE ADJACENT PIPES OR 5.
- FITTINGS. A BOND BREAKER SHALL BE PLACED BETWEEN THE PIPE AND THRUST BLOCK. BOND

7070

BEDDING

MATERIAL

45° (TYP) -

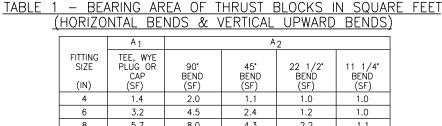
BEARING

BOND

SURFACE

BREAKER

BREAKER SHALL BE POLYETHYLENE ENCASEMENT OR SIMILAR MATERIAL SUITABLE TO PROHIBIT BOND BETWEEN PIPE MATERIAL AND THRUST BLOCK.



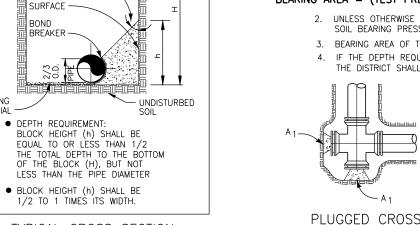
4	1.4	2.0	1.1	1.0	1.0
6	3.2	4.5	2.4	1.2	1.0
8	5.7	8.0	4.3	2.2	1.1
10	8.8	12.5	6.8	3.4	1.7
12	12.7	18.0	9.7	5.0	2.5
14	17.3	24.5	13.3	6.8	3.4
16	22.6	32.0	17.3	8.8	4.4
18	28.6	40.5	21.9	11.2	5.6
20	35.3	50.0	27.1	13.8	6.9
24	50.9	72.0	39.0	19.9	10.0

### HORIZONTAL BENDS AND VERTICAL UPWARD BENDS:

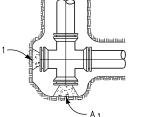
BEARING AREAS (TABLE 1) BASED ON TEST PRESSURE OF 150 psi, AN ALLOWABLE SOIL BEARING 1 PRESSURE OF 2,000 psf AND A SAFETY FACTOR OF 1.5, TO COMPUTE BEARING AREAS FOR DIFFERENT TEST PRESSURES AND SOIL BEARING PRESSURES, USE THE FOLLOWING EQUATION:

### BEARING AREA = (TEST PRESSURE / 150 psi) x (2,000 / SOIL BEARING PRESSURE psf) x (TABLE 1 VALUE)

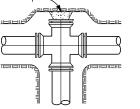
- 2. UNLESS OTHERWISE NOTED ON THE GENERAL DRAWINGS IN THE GENERAL NOTES OR SPECIFICATIONS, USE SOIL BEARING PRESSURE = 2000 psf FOR THIS PROJECT.
- BEARING AREA OF THRUST BLOCK SHALL NOT BE LESS THAN 1.0 SQUARE FOOT. 3.
- 4. IF THE DEPTH REQUIREMENT (SEE TYPICAL CROSS SECTION) CAN NOT BE ACHIEVED, THE DISTRICT SHALL BE NOTIFIED.



### TYPICAL CROSS SECTION



BEND



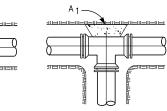
PLUGGED CROSS

<u>لط</u>

TEE PLUGGED ON RUN

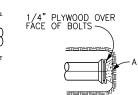
THRUST RESTRAINTS-TYPE A

NOT TO SCALE



TEE

WYE





VERTICAL DOWNWARD BEND



1.

FITTINO SIZE
(IN)
4
6
8
10
12
14
16
18
20
24

### TABLE 2 - VOLUME OF THRUST BLOCK IN CUBIC YARDS (VERTICAL DOWNWARD BENDS)

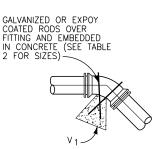
		V 1			
3	45* BEND (CY)	22 1/2* BEND (CY)	11 1/4* BEND (CY)	ROD SIZE	EMBEDMENT (FT)
	0.5	0.3	0.1	#6	2.5
	1.1	0.6	0.3	#6	2.5
	2.0	1.1	0.5	<b>#</b> 6	2.5
	3.1	1.7	0.9	#6	2.5
	4.4	2.4	1.2	#6	2.5
	6.1	3.3	1.7	#8	3.0
	7.9	4.3	2.2	#8	3.0
	10.0	5.4	2.8	#8	3.0
	12.3	6.7	3.4	#8	3.0
	17.8	9.6	4.9	#8	3.0

### VERTICAL DOWNWARD BENDS:

VERTICAL BENDS THAT REQUIRE A THRUST BLOCK VOLUME EXCEEDING 5 CUBIC YARDS REQUIRE SPECIAL BLOCKING DETAILS. SEE DRAWINGS FOR VOLUMES SHOWN TO LEFT OF HEAVY, BOLD LINE IN TABLE 2.

2. THRUST BLOCK VOLUMES (TABLE 2) FOR VERTICAL DOWNWARD BENDS HAVING UPWARD RESULTANT THRUSTS ARE BASED ON TEST PRESSURE OF 150 PSI, THE WEIGHT OF CONCRETE = 4050 LBS/CUBIC YARD, AND A SAFETY FACTOR OF 1.5. TO COMPUTE VOLUMES FOR DIFFERENT TEST PRESSURES AND CONCRETE WEIGHTS, USE THE FOLLOWING EQUATION:

VOLUME = (TEST PRESSURE / 150) x (4,050 / CONCRETE WEIGHT) x (TABLE 2 VALUE) 3. VOLUME OF THRUST BLOCK IN CUBIC YARDS FOR VALVES SHALL BE THE SAME VOLUME USED FOR 11 1/4 BENDS.



GALVANIZED OR EXPOY COATED RODS OVER FITTING AND EMBEDDED IN CONCRETE (SEE NOTE 3

<u>VALVE</u>



REV. FEBRUARY 2008



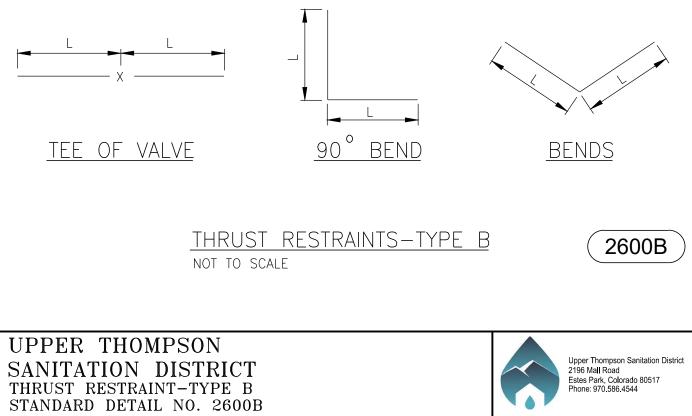
## LENGTH OF RESTRAINED PIPE

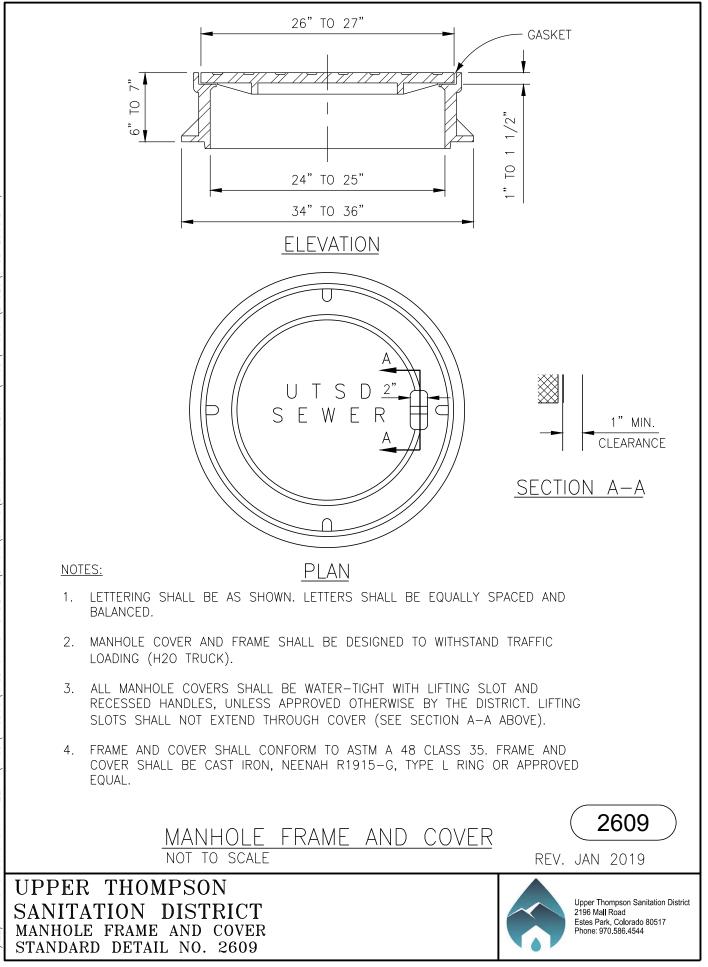
PIPE SIZE	FITTING	90° BEND, TEE, PLUG, OR VALVE	45° BEND	22 1/2° BEND	11 1/4° BEND
4"	L	30'	9'	1'	_
6"	L	45'	13'	4'	_
8"	L	60'	18'	5'	1'
12"	L	90'	25'	7'	2'
14"	L	100'	28'	7'	2'
16"	L	110'	32'	8'	2'
20"	L	130'	39'	10'	3'
24"	L	160'	45'	12'	3'

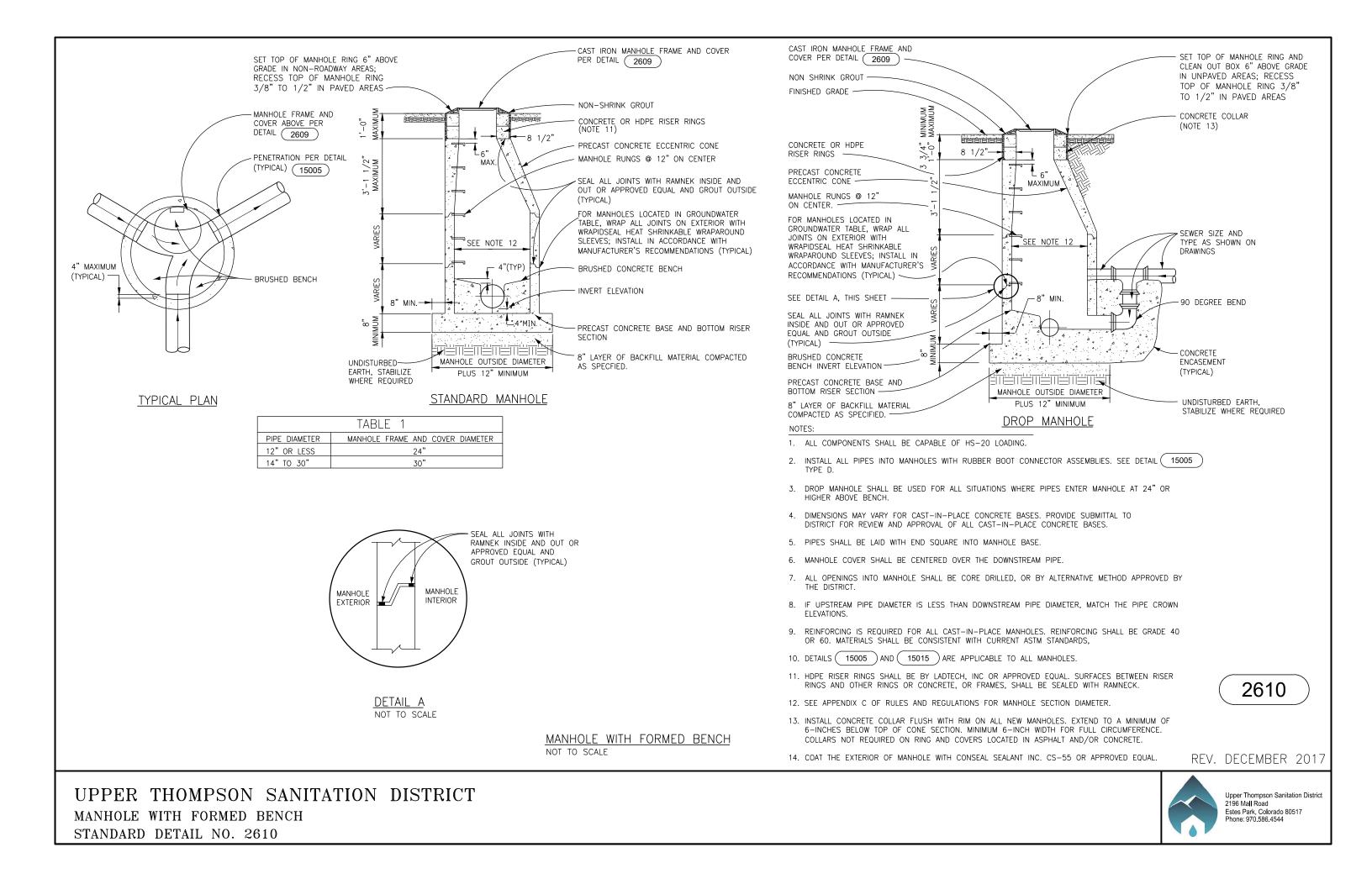
NOTES:

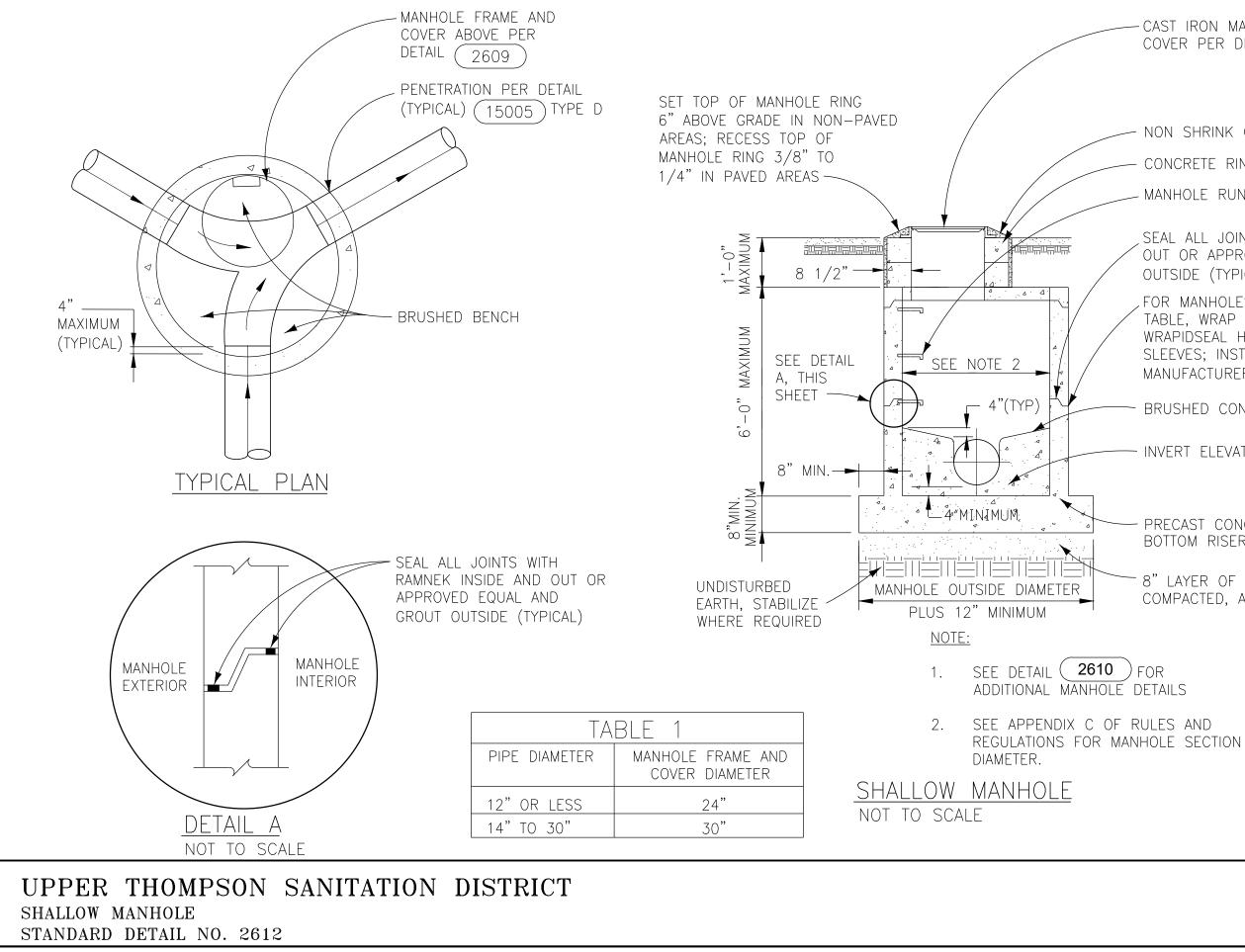
- 1. LENGTH OF RESTRAINED PIPE MEASURED EACH WAY FROM VALVES AND BENDS.
- 2. BASED ON 100 PSI INTERNAL PRESSURE.
- 3. LENGTH REFERS TO THE AMOUNT OF PIPE WHICH MUST BE TIED TOGETHER.
- 4. FOR LENGTH OF RESTRAINED PIPE AT DIFFERENT TEST PRESSURES, USE THE FOLLOWING EQUATION:

LENGTH OF RESTRAINED PIPE = (TEST PRESSURE/100 PSI) x (TABLE VALUE)



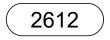






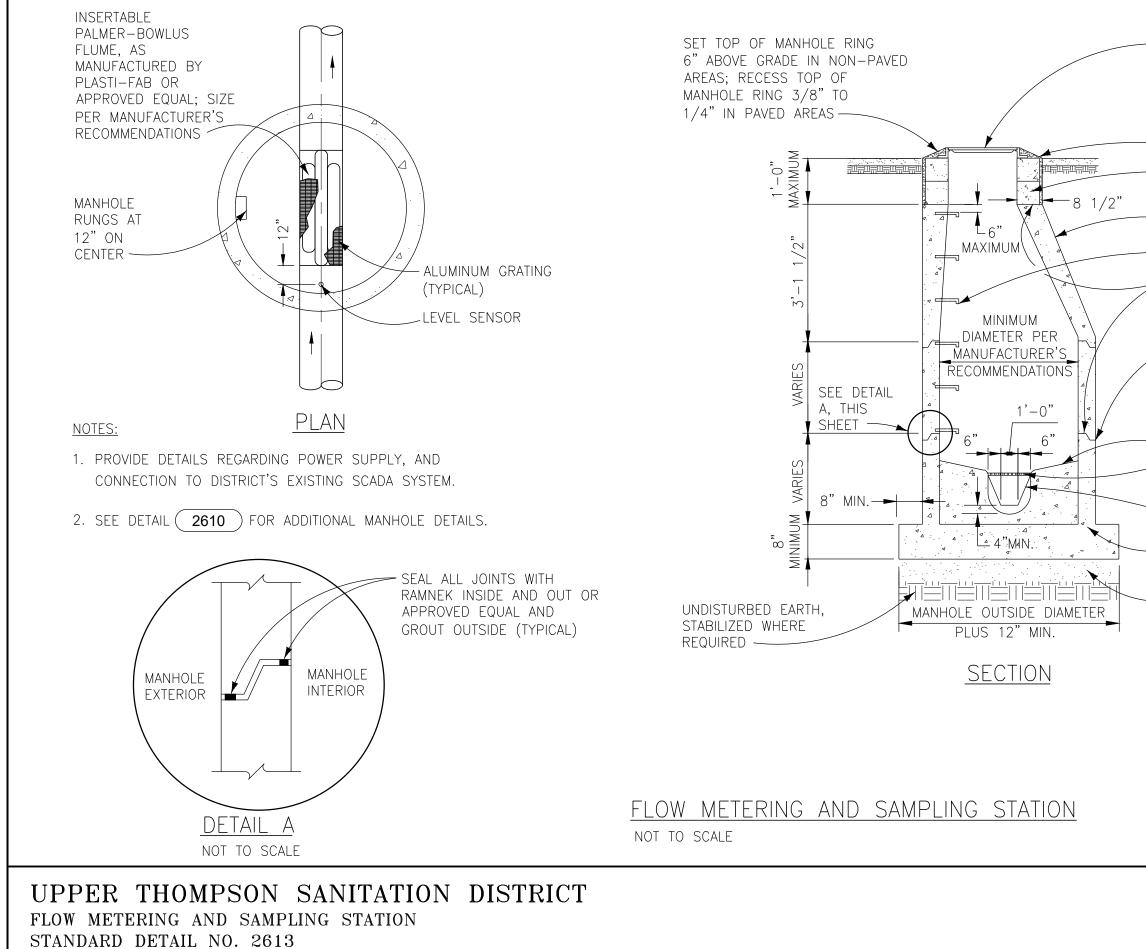
CAST IRON MANHOLE FRAME AND COVER PER DETAIL 2609

- NON SHRINK GROUT
- CONCRETE RINGS
- MANHOLE RUNGS @ 12" ON CENTER
- SEAL ALL JOINTS WITH RAMNEK INSIDE AND OUT OR APPROVED EQUAL AND GROUT OUTSIDE (TYPICAL)
- FOR MANHOLES LOCATED IN GROUNDWATER TABLE, WRAP ALL JOINTS ON EXTERIOR WITH WRAPIDSEAL HEAT SHRINKABLE WRAPAROUND SLEEVES; INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (TYPICAL)
- BRUSHED CONCRETE BENCH
- INVERT ELEVATION
- PRECAST CONCRETE BASE AND BOTTOM RISER SECTION
- 8" LAYER OF BACKFILL MATERIAL COMPACTED, AS SPECIFIED.



REV. DECEMBER 2017





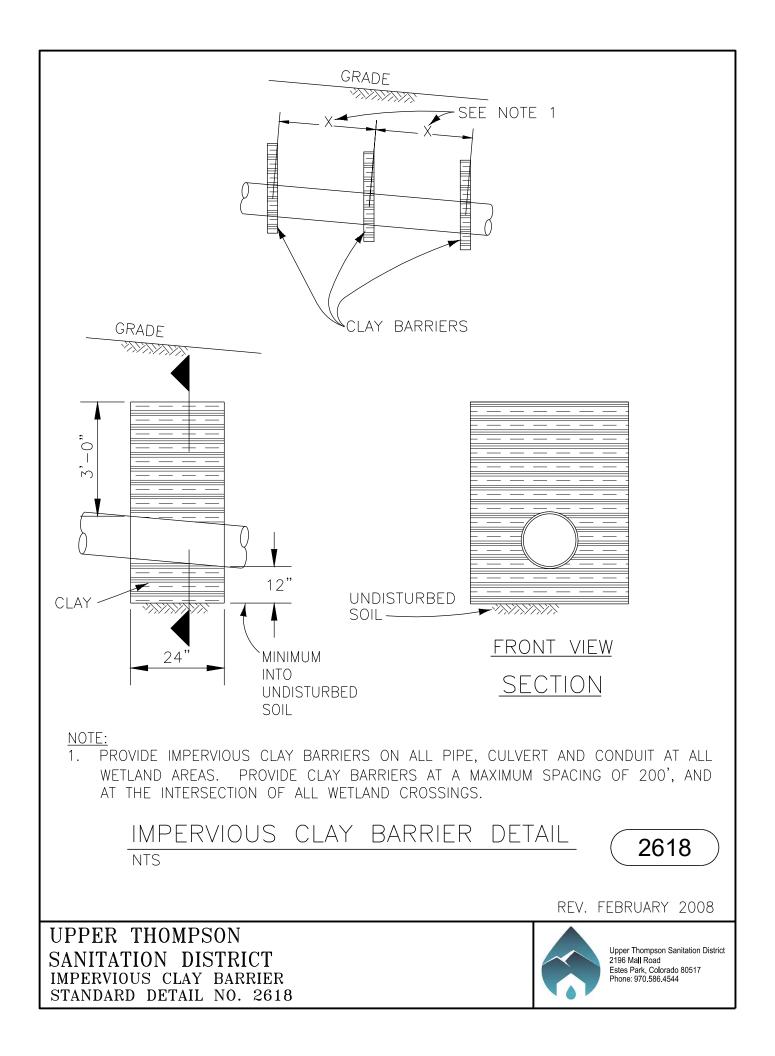
- CAST IRON MANHOLE FRAME AND COVER PER DETAIL (2609)

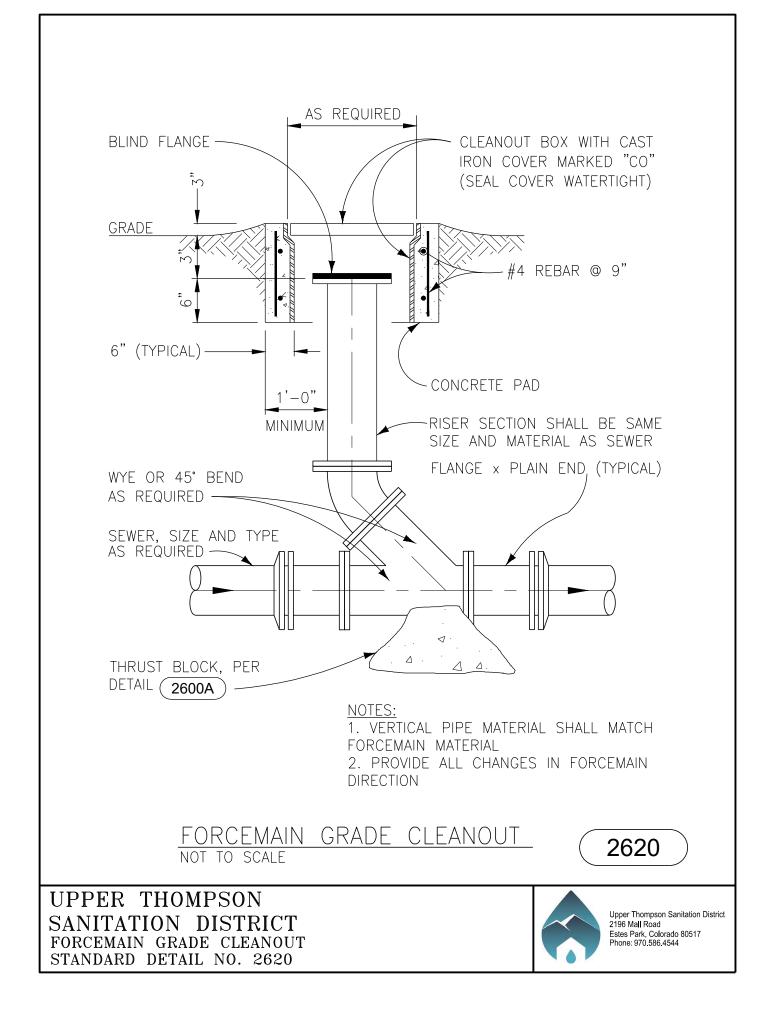
- NON SHRINK GROUT
- CONCRETE RINGS
- PRECAST CONCRETE ECCENTRIC CONE
- SEAL ALL JOINTS WITH RAMNEK INSIDE AND OUT OR APPROVED EQUAL AND GROUT OUTSIDE (TYPICAL)
- FOR MANHOLES LOCATED IN GROUNDWATER TABLE, WRAP ALL JOINTS ON EXTERIOR WITH WRAPIDSEAL HEAT SHRINKABLE WRAPAROUND SLEEVES; INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (TYPICAL)
- BRUSHED CONCRETE BENCH
   ALUMINUM GRATING (TYPICAL)
- --- PRECAST CONCRETE BASE AND BOTTOM RISER SECTION
- 8" LAYER OF BACKFILL MATERIAL COMPACTED AS SPECIFIED.

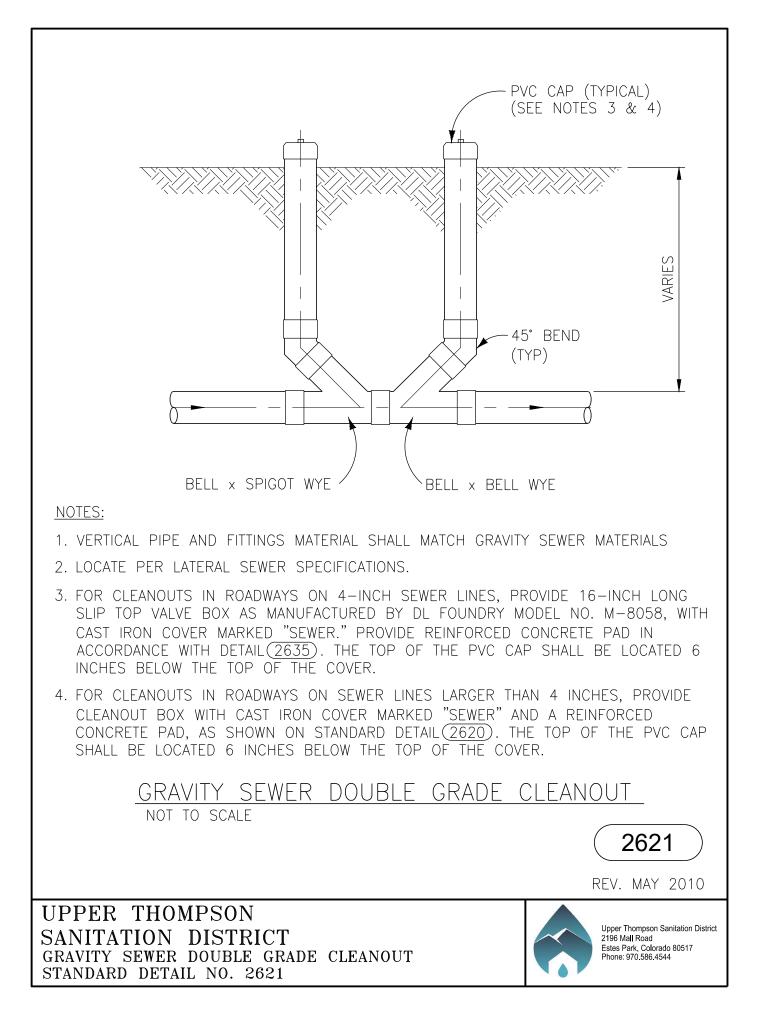


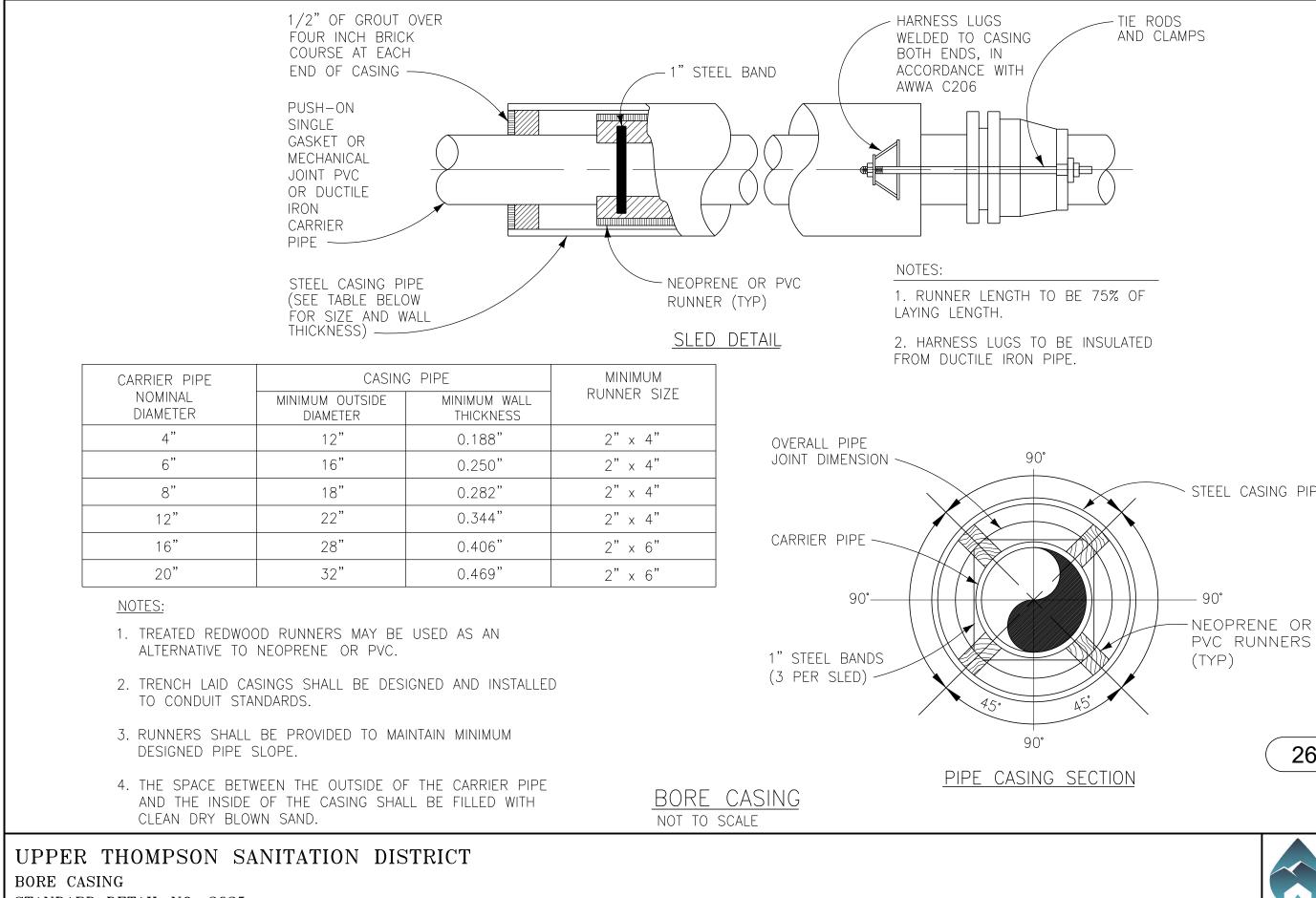
REV. DECEMBER 2017







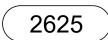




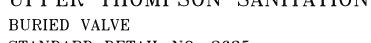
STANDARD DETAIL NO. 2625

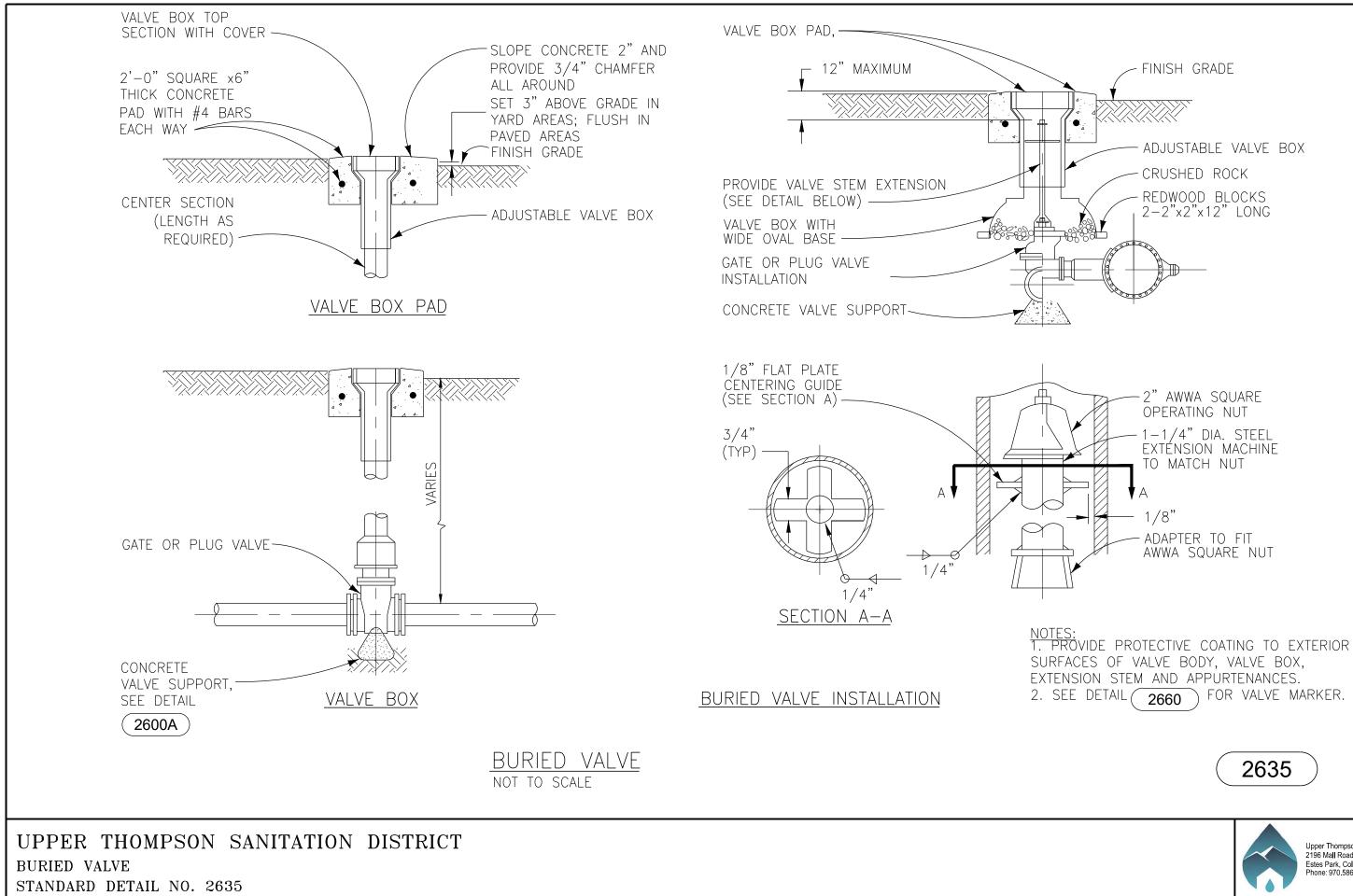


Upper Thompson Sanitation District 2196 Mall Road Estes Park, Colorado 80517 Phone: 970.586.4544

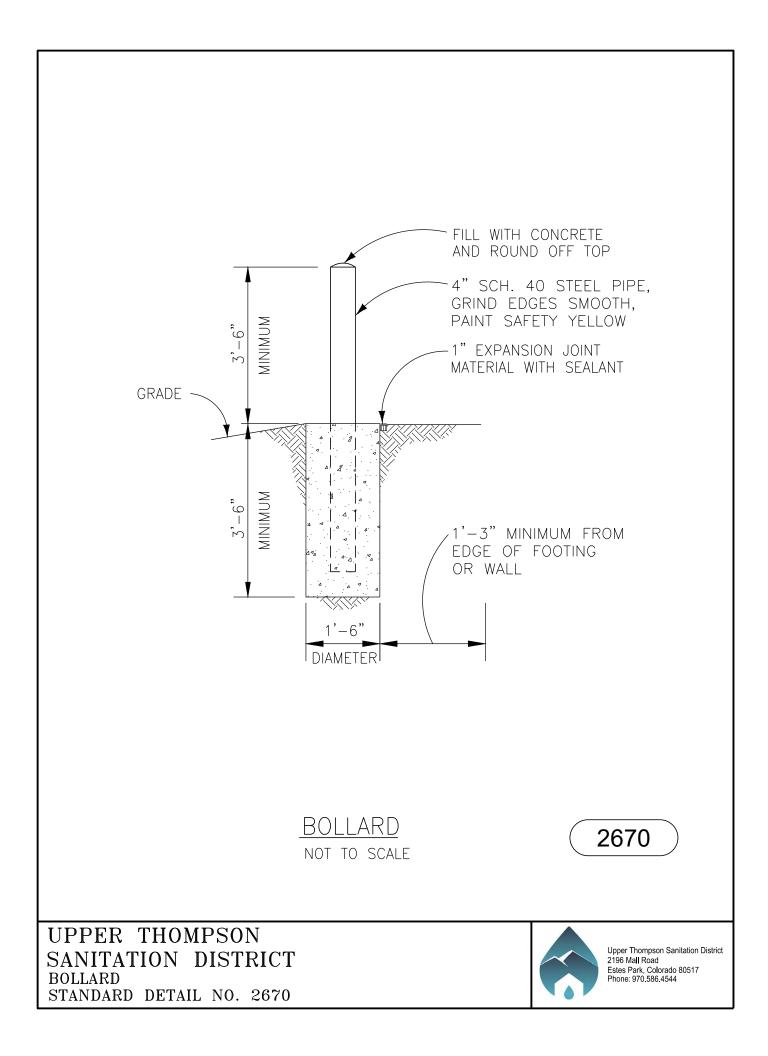


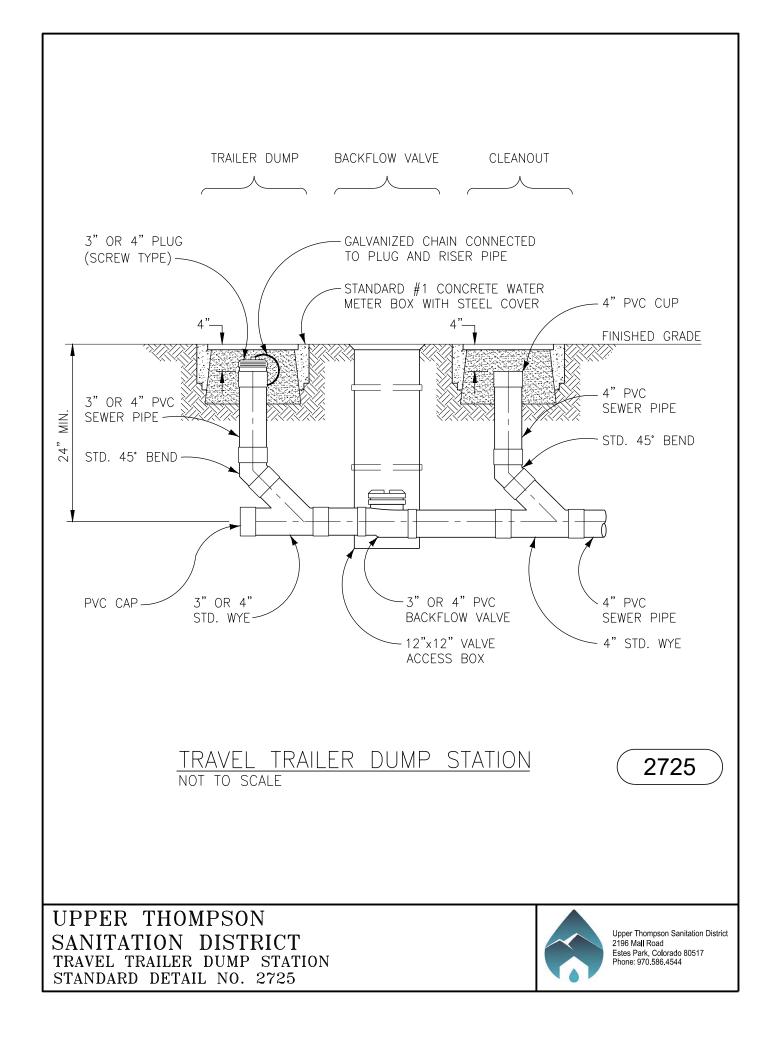
STEEL CASING PIPE

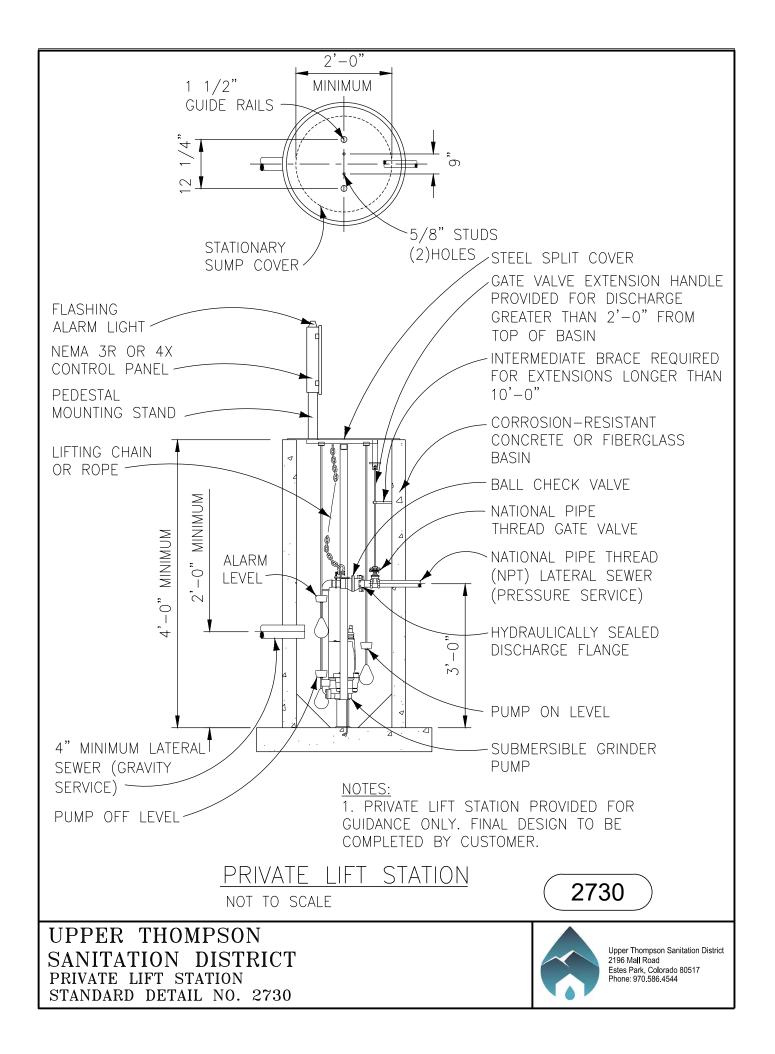


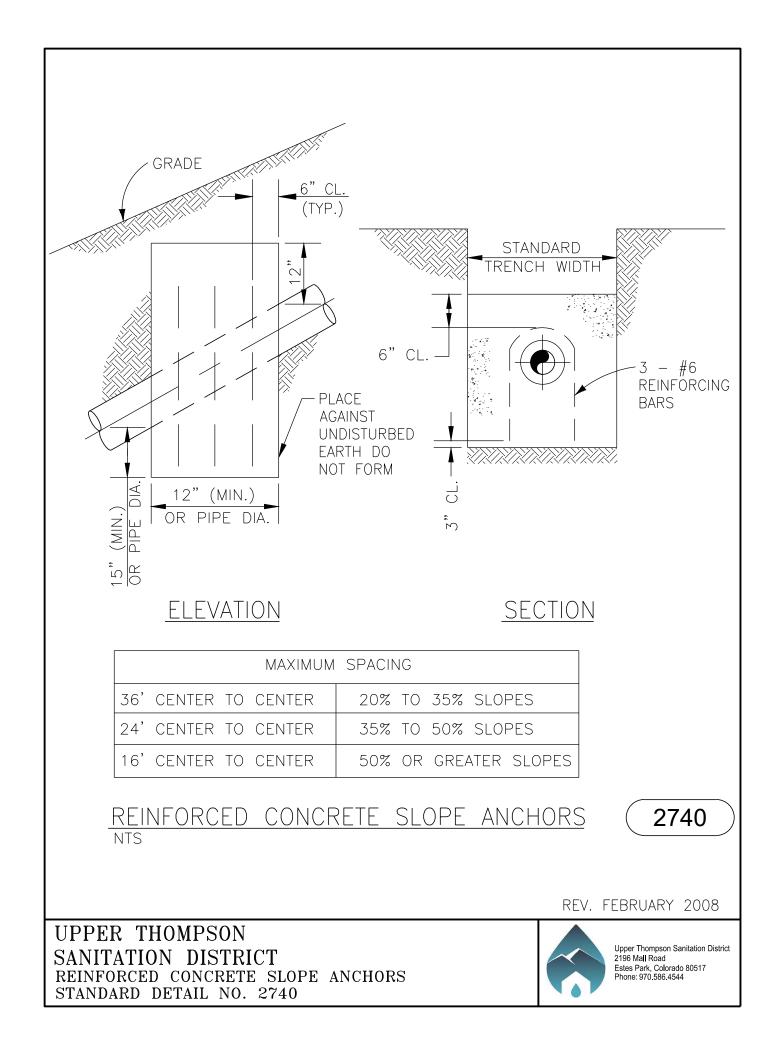


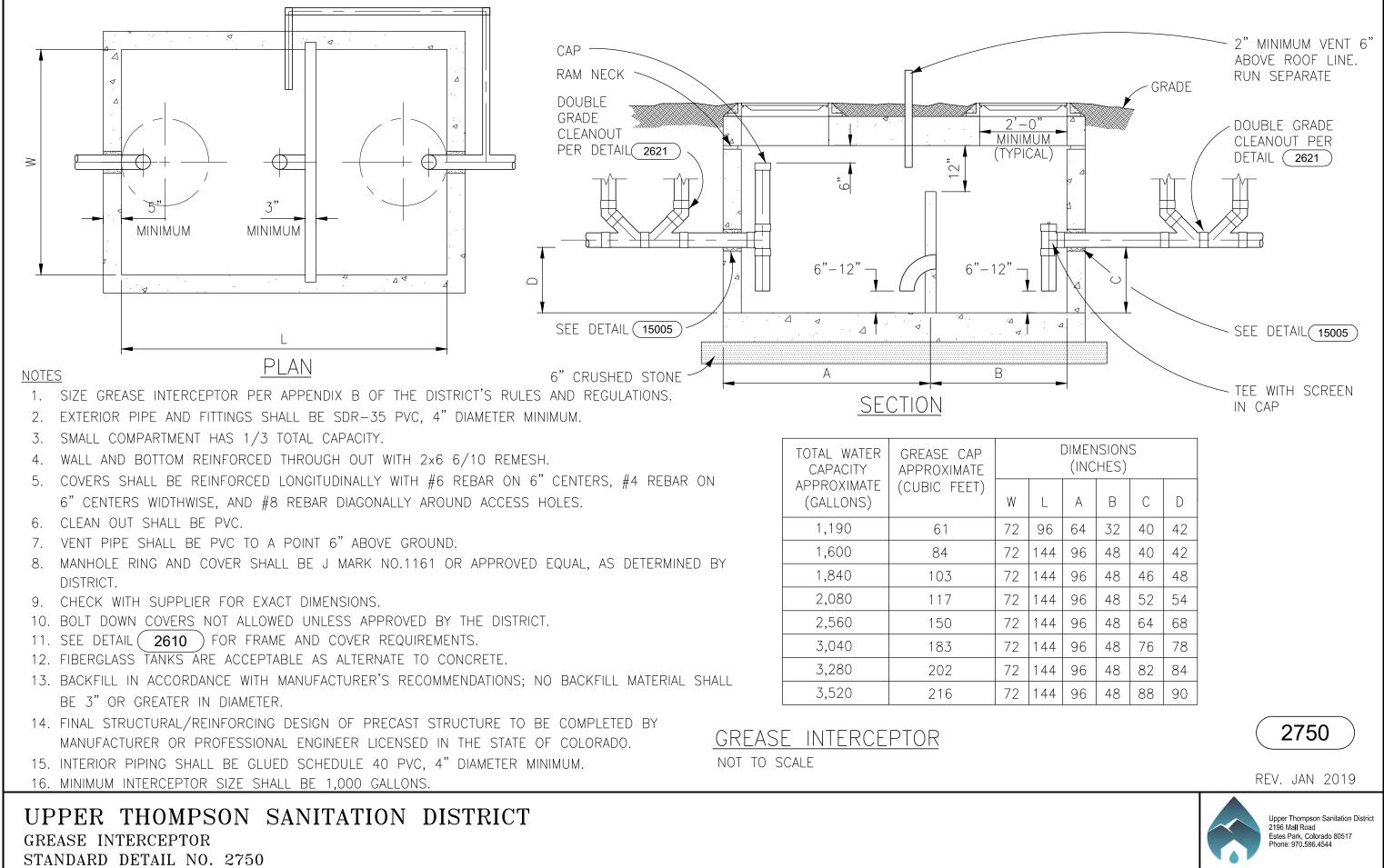
FOR VALVE MARKER.

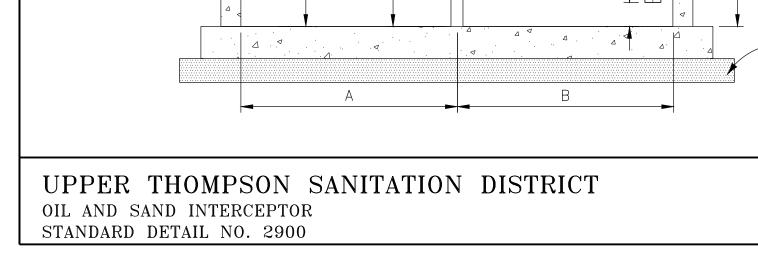




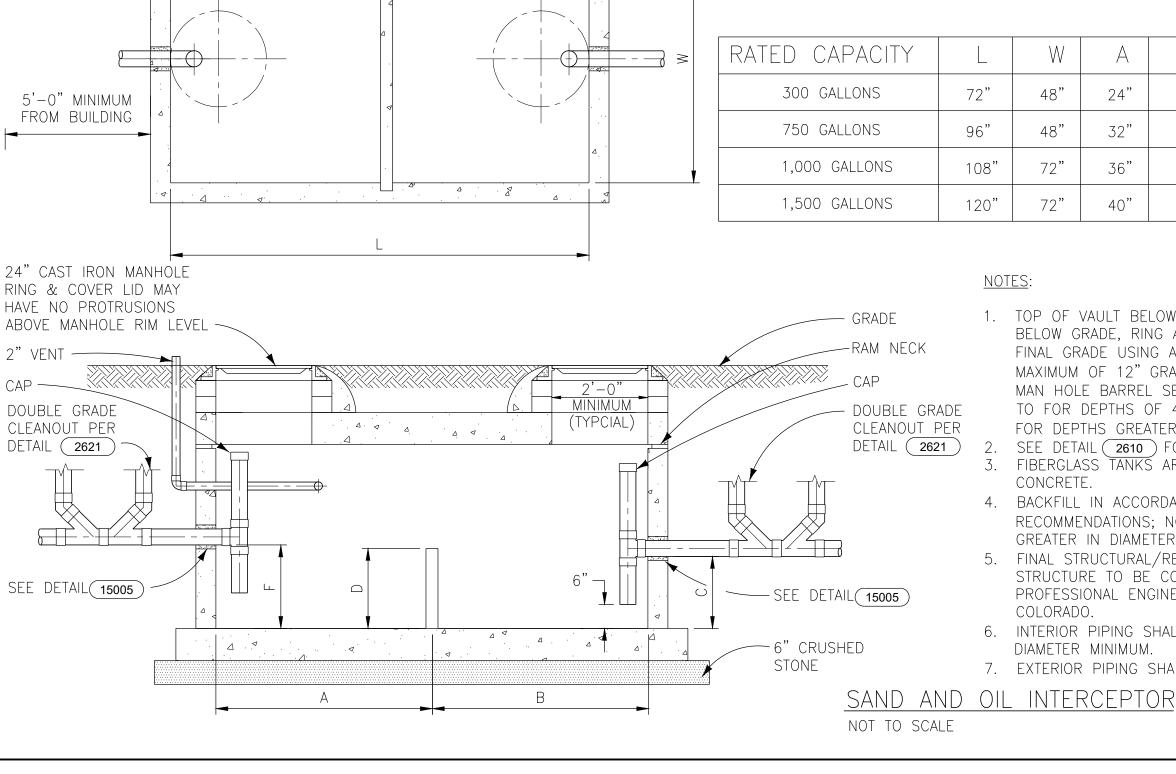








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- GREATER IN DIAMETER.
- DIAMETER MINIMUM.

А	В	С	D	E
24"	24"	21"	14"	7"
32"	32"	38"	25"	13"
36"	36"	30"	20"	10"
40"	40"	40"	27"	13"

NOTE F=C+2"

1. TOP OF VAULT BELOW FINISHED GRADE OR AT GRADE. IF BELOW GRADE, RING AND COVER SHALL BE ADJUSTED TO FINAL GRADE USING A MINIMUM OF 4" GRADE RING(S) AND A MAXIMUM OF 12" GRADE RING(S). FOR DEPTHS OVER 12", A MAN HOLE BARREL SECTION WILL BE REQUIRED. WITH A FLAT TO FOR DEPTHS OF 4" OR LESS AND A ECCENTRIC CONE TOP FOR DEPTHS GREATER THAN 4'.

2. SEE DETAIL (2610) FOR FRAME AND COVER REQUIREMENTS. 3. FIBERGLASS TANKS ARE ACCEPTABLE AS AN ALTERNATIVE TO

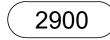
4. BACKFILL IN ACCORDANCE WITH MANUFACTURER'S

RECOMMENDATIONS; NO BACKFILL MATERIAL SHALL BE 3" OR

5. FINAL STRUCTURAL/REINFORCING DESIGN OF PRECAST STRUCTURE TO BE COMPLETED BY MANUFACTURER OR PROFESSIONAL ENGINEER LICENSED IN THE STATE OF

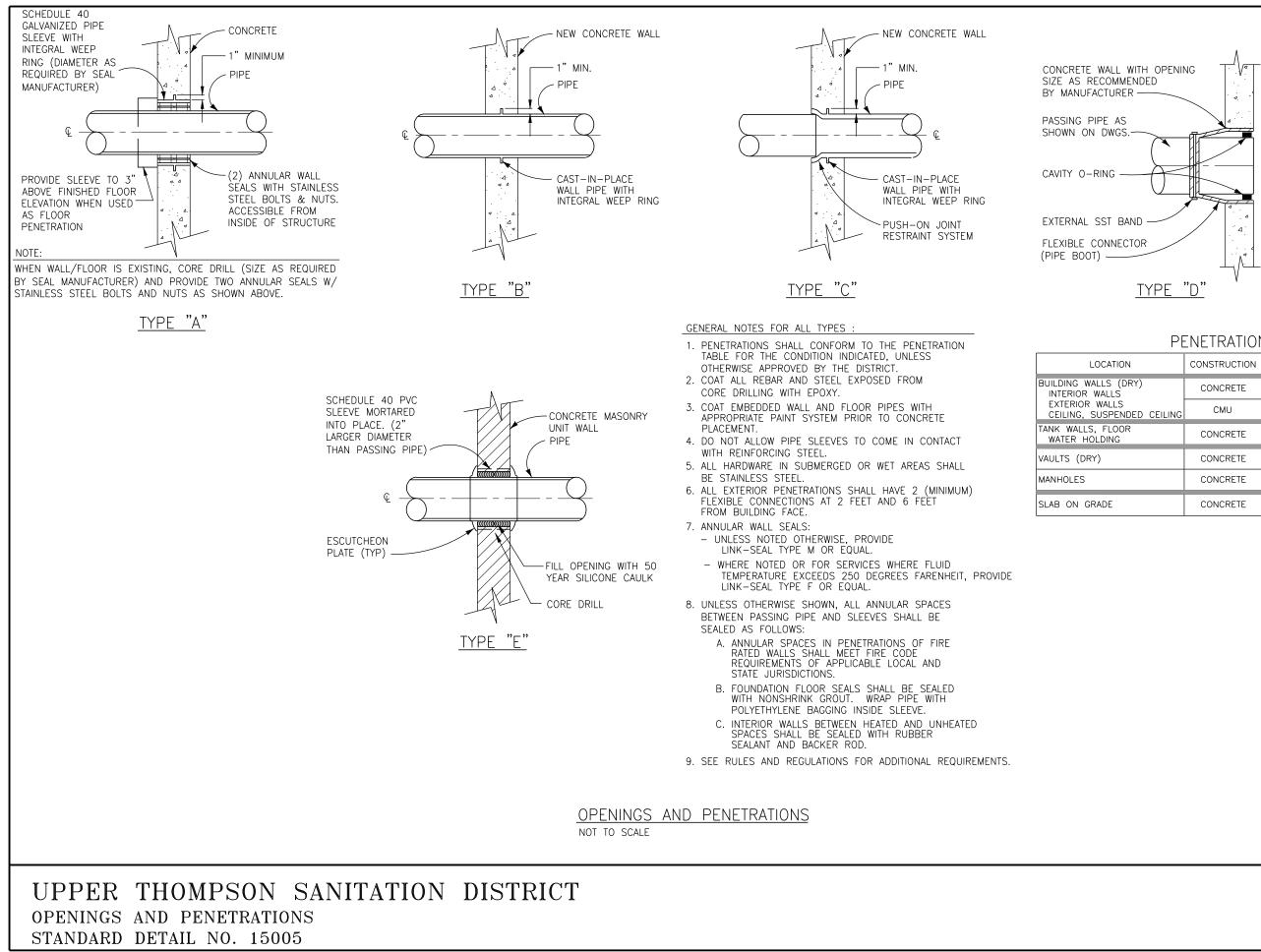
6. INTERIOR PIPING SHALL BE GLUED SCHEDULE 40 PVC, 4"

7. EXTERIOR PIPING SHALL BE SDR-35, 4" DIAMETER MINIMUM.







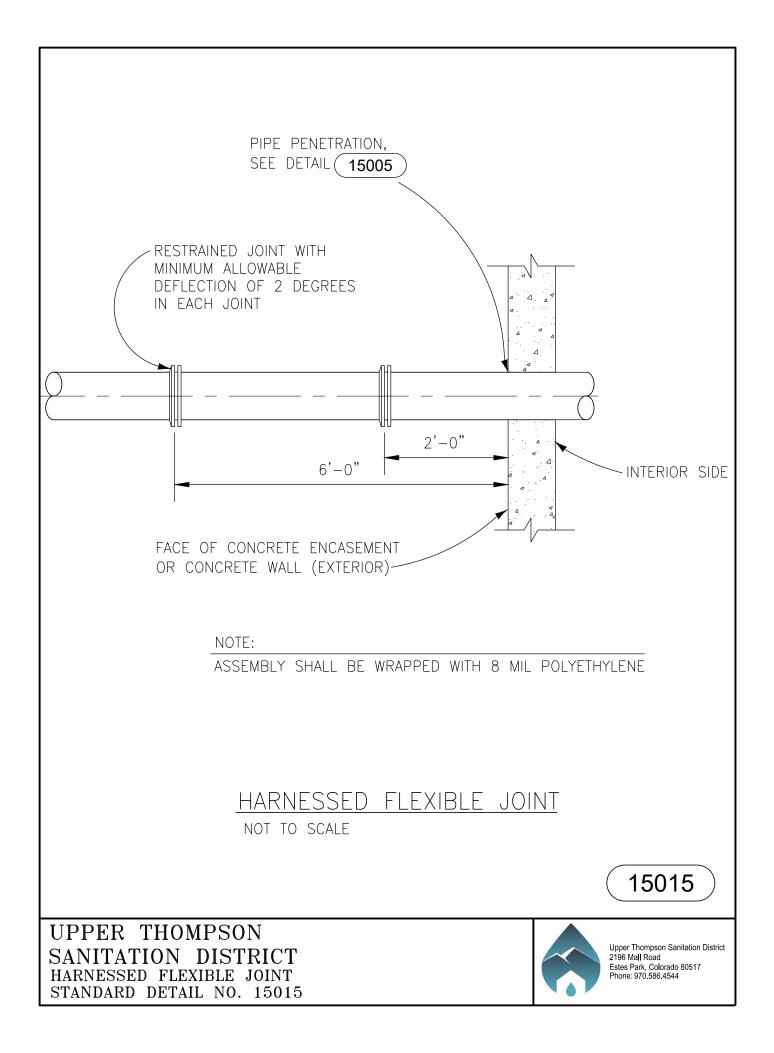


### PENETRATION TABLE

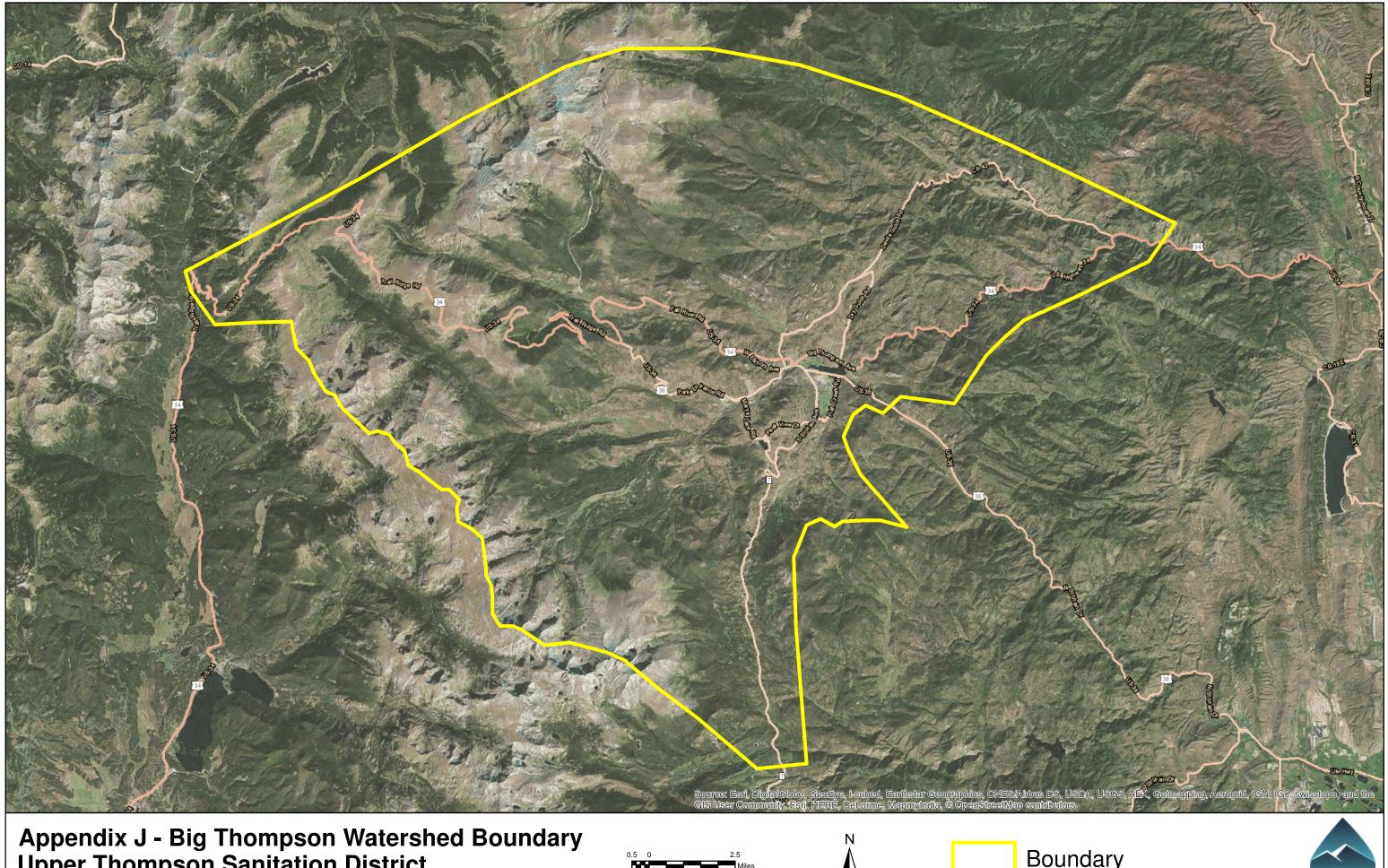
Л	CONSTRUCTION	MEDIA		PE BELOW GRADE
DRY)	CONCRETE	PIPES	A,B,C,E	A,B,C
S NDED CEILING	CMU	ALL	E	-
OR	CONCRETE	PIPES	A,B,C	A,B,C
	CONCRETE	PIPES	_	A,C,D
	CONCRETE	PIPES	_	D
	CONCRETE	PIPES	-	A,B,C







### Appendix J Big Thompson Watershed Boundary



Appendix J - Big Thompson Watershed Boundary Upper Thompson Sanitation District





### Appendix K Project Review Requirements Summary and Checklist

Prepare detailed construction drawings for regional and local facilities for District approval with a submittal to the District. Submit construction drawings in strict compliance with the District Rules and Regulations and meet special conditions identified by the District that may be reasonably required. The design and installation of facilities shall ensure the development of an integrated system. No work shall commence on facilities until the construction drawings are approved in writing by the District. Final plans shall contain, but are not limited to, the following information:

### A. Drawing Sheets

- 1. The following minimum items are required for each sheet:
  - a. Size: Sheets: 22" by 34" unless ½-size sheets (11" by 17") are determined acceptable by the District.
  - b. Signed and Sealed Plans: Sheets sealed and signed by a licensed Colorado engineer.
  - c. Scale: Maximum of 1'' = 100'. A scale bar shown on each sheet.
  - d. North Arrow: The north arrow oriented toward the top or right of the sheet.
  - e. Legend of Symbols.
  - f. Key Map.
  - g. Benchmarks.
  - h. Name and Address of Developer or Owner.
  - i. Name and Address of Engineer.
  - j. Signature line for Development Project Manager.
- 2. The *"Title Sheet"* shall include:
  - a. Name of Project.
  - b. Development Name and Filing Number.
  - c. Sheet Index.
  - d. Legend.
  - e. Vicinity Map.
  - f. Agency List.
- 3. The "Notes Sheet" shall include:
  - a. General construction notes.
  - b. Sewer notes.
  - c. Typical street or easement section showing location of utilities.
  - d. Quantities list: table of quantities for sewer pipes, manholes, and related appurtenances.
  - e. A statement that the "Design is in accordance with the Upper Thompson Sanitation District" Rules and Regulations.
- 4. The *"Overall Utility Plan"* shall include:

- a. Locations, horizontal alignment, and dimensions of dedicated streets, rights-ofway, easements (including ownership and book/page or reception # information).
- b. Street names.
- c. Lots to be served.
- d. Existing and proposed curb, gutter, sidewalk, and pavement.
- e. Existing utilities (screened) with correct sizes.
- f. Obstructions (screened) such as vaults or manholes, catch basins, traffic islands, trees, fences, buildings, and other appurtenances.
- g. The alignment of the proposed sewer mains (bold) with stationing and the location of existing and proposed facilities such as fittings, manholes, vaults, cleanouts, private service laterals, private service lateral tap connections, grease / sand /oil interceptors, water valves, fire hydrants, cleanouts.
- h. Gas, electric, cable television, telephone, and other utilities that is located in the vicinity of the proposed work.
- i. Existing and proposed contours (minimum 2').
- 5. The "Sewer Plans and Sections" shall include:
  - a. In plan view:
    - 1. Locations, dimensions, ownership, and recording information of existing dedicated streets, easements, and rights-of-way.
    - 2. Lot lines and lot labels.
    - 3. Lots to be served.
    - 4. Size and location (by station) of services.
    - 5. Existing or proposed curb, gutter, sidewalk, and pavement.
    - 6. Existing utilities (screened) with correct sizes.
    - 7. Proposed utilities (bold).
    - 8. Obstructions (screened) such as vaults or manholes, catch basins, traffic islands, trees, fences, buildings, and other appurtenances.
    - 9. The alignment of the proposed sewer mains (bold) with stationing and the location of existing and proposed facilities such as fittings, manholes, vaults, cleanouts, private service laterals, private service lateral tap connections, grease / sand /oil interceptors, water valves, fire hydrants, cleanouts.
    - 10. Gas, electric, cable television, telephone, and other utilities that is located in the vicinity of the proposed work.
    - 11. Vertical information at utility crossings.
    - 12. A maximum horizontal scale of 1'' = 50'.
  - b. In profile view:
    - 1. Pipe stationing.
    - 2. Vertical alignment of pipeline and appurtenances.
    - 3. Existing (screened) and proposed utilities that cross the pipeline.
    - 4. Top of pipe and bottom of pipe elevations at utility crossings.
    - 5. Pipe sizes, lengths, depths, slopes, elevations, and top of pipe elevations on fittings.

- 6. Manhole invert in, invert out, rim elevations and stationing.
- 7. Existing and proposed ground lines.
- 8. A maximum vertical scale of 1'' = 5'.
- 6. The "Detail Sheets" shall include District standard details as provided in the District Rules and Regulations, unless specifically required for completion of the project and approved by the District.
- B. Precedence of Construction Documents
  - 1. District approved addenda and District approved modifications to the drawings and specifications take precedence over the original documents.
- C. Miscellaneous
  - Streets, rights-of-way, easements, and planned development complexes shall conform to the requirements of Town of Estes Parks and/or Larimer County Standards. Furnish a copy of the recorded subdivision plat or rights-of-way to the District.
  - 2. Dedicated easements shall conform to the requirements of the District. Furnish a copy of the recorded easements to the District.
- D. Variances
  - 1. Submit a variance request from the requirements of the Rules and Regulations in writing to the District. Each variance request shall include a detailed description of the proposed variance together with a professional engineer's analysis of the impact of the variance. The District must approve Variances from the Rules and Regulations.
- E. Coordinate System
  - 1. CAD and GIS files registered to the NAVD 88 datum.
- F. Legal Descriptions and Exhibits
  - 1. Legal descriptions and the associated exhibits are required. The District does not accept platted easements. Easements shall be granted by separate document and the easements will be for the exclusive use of the District.
  - 2. Legal descriptions and exhibits shall conform to the following criteria:
    - a. Legal descriptions and exhibits must be submitted as an original document on letter size paper (8-1/2" x 11"). Descriptions may be computer generated or typewritten. Exhibits must be computer generated. Photocopies will not be accepted.
    - b. Each proposed easement requires a separate legal description and exhibit.
    - c. An introduction with the location of the property (Section, Township, Range, Principal Meridian, Municipality [if applicable], Larimer County and State), the subdivision name, filing, block, and lot (if applicable) and the intended use of the property being described, must be included.
    - d. Enough information must be given in the description body to avoid making assumptions or being ambiguous.

- e. Legal descriptions written in a metes and bounds format for the perimeter easement lines (centerline calls with a width either side will not be accepted).
- f. Express the area in square feet (and acres to four (4) decimal places if over 1 acre) in the legal description.
- g. Seal and sign each legal description by a Professional Land Surveyor currently registered in the State of Colorado.
- h. Closure sheets must be submitted. Closure must be within 0.02 feet.
- i. Show existing easements and label on the exhibit with the recording information.
- j. Express the area in square feet (and acres to four (4) decimal places if over 1 acre) on the exhibit.
- k. The minimum font size on the exhibit is 0.08 times the scale of the drawing (L80).
- I. The exhibit shall show a north arrow and bar scale.
- n. The exhibit drawing shall not contain screened line work or screened text.

G. Project Submittal Checklist:

Include the items following items:

### Design Submittal / Pre-Construction

- \_\_\_\_\_ Application for Service Form
- Pre-Application Meeting (if requested):
  - Date Completed: \_\_\_\_\_\_.
- \_\_\_\_\_ Application and Deposit.
- Calculations Supporting Projected Populations, Flow, Loading, Pipeline Sizing, Grease Interceptor Sizing, and System Design.
- \_\_\_\_\_ Town of Estes Park and/or Larimer County Planning and Building Department Approvals.
- \_\_\_\_\_ Drawings.
- \_\_\_\_\_ Easements / Rights-of-Way.
- \_\_\_\_\_ Permits (including right-of-way permits, if required).
- \_\_\_\_\_ Project Schedule.
- \_\_\_\_\_ Supporting Information.
- \_\_\_\_\_ System Development Fee Payment and Forms.

### **During Construction**

- Pre-Construction Meeting: Date Completed: \_\_\_\_\_\_.
- \_\_\_\_\_ Material Submittals.
- \_\_\_\_\_ Testing Reports (Backfill, Concrete, Pipe, Welding, Special Inspections).

### **Post Construction**

- Warranty Form, Warranty Bonds, and Acceptance Forms.
- \_\_\_\_\_ Final Easements (based on installed work).
- \_\_\_\_\_ As-Builts (hardcopy, CAD, PDF, and GIS formats).