



**POWDER MOUNTAIN WATER AND
SEWER IMPROVEMENT DISTRICT**

Powder Mountain Water and Sewer Improvement District

**Wastewater Control
Rules and Regulations**

Resolution 2018-09

A Resolution Adopting Uniform Rules and Regulations for Providing Sewer Service

WHEREAS, the Board of Trustees of the Powder Mountain Water and Sewer Improvement District, a political subdivision of the State of Utah, organized and existing pursuant to the laws of the State of Utah (the "District"), has been determined it to be its own best interest, and in the interest of the general health, safety and welfare of the citizen its serves within the District, that the District promulgate uniform Rules and Regulations governing the providing of wastewater service to existing and future customers within service area of the District, as herein set forth.

NOW, THEREFORE, be it by the Board of Trustees of the District as follows:

PASSED AND ADOPTED this day of 20^h Day of May 2018.

POWDER MOUNTAIN WATER and SEWER IMPROVEMENT DISTRICT

By: _____
Chairman of the Board of Trustees

The District hereby adopts the following uniform Rules and Regulations governing wastewater services to be provided by the District (the “Regulations”).

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SECTION 1 GENERAL PROVISIONS

A. SHORT TITLE

These Rules and Regulations are enforced by Powder Mountain Water and Sewer Improvement District as a specific condition precedent to the provision of service and as a continuing requirement of the implicit service contract between the District and its users. Violations of the service contract are referred to throughout as violations of these Rules and Regulations.

B. PURPOSE

It is necessary for the health, safety and welfare of the residents of the District to regulate the collection of wastewater and treatment thereof to provide for maximum public benefit. The provisions herein set forth uniform requirements for direct and indirect contributors into the wastewater collection system of the District; enabling the District to comply with all applicable local, state, and federal laws.

1) The Objectives

The objectives are:

- a. To prevent the introduction of pollutants into the wastewater system which will interfere with the operation of the system or contaminate the resulting bio-solids;
- b. To prevent the introduction of pollutants into the wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system;
- c. To improve the opportunity to recycle and reclaim wastewaters and bio-solids from the system;
- d. To provide for equitable distribution of the District's costs among the District's users; and
- e. To provide for and promote the General Health, Safety, and Welfare of employees and the Citizens within the jurisdiction of the system.

2) The Provisions

The provisions herein:

- a. Provide for the regulation of direct and indirect contributors to the system through the issuance of permits and through enforcement of general requirements for all users;
- b. Authorize monitoring and enforcement activities;
- c. Require user reporting;
- d. Assume that existing user's capability will not be pre-empted; and
- e. Provide for the setting of fees for the equitable distribution of costs resulting from the program established herein.

The provisions herein shall apply to all persons within the District boundaries and to all persons who receive services of the District by contract or agreement. These provisions herein shall provide for enforcement and penalties for violations.

C. DEFINITIONS

Unless the context specifically indicates otherwise, the following terms and phrases, as used in these Rules and Regulations, shall have the meanings hereinafter designated:

- 1) **Act or “The Act”**. The Federal Water Pollution Control Act, P.L. 92-500 also known as the Clean Water Act, including the amendments made by the Clean Water Act of 1977, P.L. 95-217, and any subsequent amendments
- 2) **“Approval Authority”**. The Director in an NPDES state with an approved state pretreatment program and the Administrator of the EPA in a non NPDES state or NPDES state without an approved state pretreatment program.
- 3) **“Authorized Representative of Industrial User”**. An authorized representative of an industrial user may be: (a) A principal executive officer of at least the level of vice president, if the industrial user is a corporation; (b) A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; and (c) A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.
- 4) **“Biochemical Oxygen Demand (BOD)”**. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at 20° centigrade expressed in terms of weight and concentration (milligrams per liter (mg/l)). Laboratory determinations shall be made in accordance with procedures set forth in Standard Methods.
- 5) **“Building or Lateral Sewer”**. A sewer conveying the wastewater of a user from a residence building or other structure to a District sewer, including direct connections to a District sewer where permitted by the District. A lateral sewer is a building sewer.
- 6) **“Business Classification Code (BCC)”**. A classification of dischargers based on the 1972 Standards Industrial Classification Manual, Bureau of the Budget of the United States of America.
- 7) **“Categorical Standards”**. National Categorical Pretreatment Standards or pretreatment Standard.
- 8) **“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.
- 9) **“Chlorine Demand”**. The amount of chlorine required to produce a free chlorine residual of 0.1 mg/l after a contact time of 15 minutes as measured by the DPD (N, N-Diethyl-p-phenylenediamine) Method on a sample at a temperature of 20 degrees C in conformance with Standard Methods.
- 10) **“Commercial User”**. All retail stores, restaurants, office buildings, laundries, and other private businesses and service establishments.

- 11) **“Compatible Pollutant”**. Biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria; plus, any additional pollutants identified in the publicly owned treatment work’s NPDES permit, where the publicly owned treatment work is designed to treat such pollutants and, in fact, does treat such pollutants to the degree required by NPDES permit.
- 12) **“Construction Standards”**. The general construction requirements adopted by the District for installation of sewerage facilities.
- 13) **“Contamination”**. An impairment of the quality of the waters of the State by waste to a degree which creates a hazard to the environmental and/or public health through poisoning or through the spread of disease, as described in Standard Methods.
- 14) **“Control Authority”**. The term “control authority shall refer to the “Approval Authority” defined hereinabove; if the District has an approved Pretreatment Program under provisions of 40 CFR 403.11.
- 15) **“Cooling Water”**. The water discharged from any use such as air conditioning, cooling or refrigeration, to which the only pollutant added is heat.
- 16) **“Direct Discharge”**. The discharge of treated or untreated wastewater directly to the waters of the State of Utah.
- 17) **“Discharger”**. Any person who discharges or causes the discharge of wastewater to the sewer system.
- 18) **“District”**. The term District shall refer to Powder Mountain Water and Sewer Improvement District, a local district of the State of Utah (We intend this to mean its system, representatives, policies, and governing authority).
- 19) **“Environmental Protection Agency, or EPA”**. The U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Administrator or other duty authorized official of said agency.
- 20) **“Garbage”**. Shall mean solid wastes from the preparation, cooking and dispensing of food and from handling, storage, and sale of produce.
- 21) **“Governmental User”**. Legislative, judicial, administrative, and regulatory activities of Federal, State, and local governments.
- 22) **“Grab Sample”**. A sample which is taken from a waste stream on a onetime basis with no regard to the flow in the waste stream and without consideration of time.
- 23) **“Holding Tank Sewage”**. Any wastewater from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, sealed vaults and vacuum-pump tank trucks.
- 24) **“Impact Fee”**. An Impact Fee is a payment of money imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure.

- 25) ***“Incompatible Pollutants”***. All pollutants other than compatible pollutants as defined in sub-paragraph (11) in this section.
- 26) ***“Indirect Discharge”***. The discharge or the introduction of non-domestic pollutants from any source regulated under section 307(b) or (c) of the Act, (33, U. S. C. 1317), into the wastewater system (including holding tank waste discharged into the system)
- 27) ***“Insignificant Industrial Users”***. Those commercial users that discharge only sanitary waste to the public sewer system.
- 28) ***“Institutional User”***. Social, charitable, religious, and educational activities such as schools, churches, hospitals, nursing homes, penal institutions, and similar users.
- 29) ***“Interference”***. The inhibition or disruption of District treatment processes or operations or which contributes to a violation of any requirement of NPDES Permit. The term includes prevention of sewage bio-solids use or disposal by District in accordance with 405 of the Act, (33 U.S.C. 1345) or any criteria, guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clear Air Act, the Toxic Substances Control Act, or more stringent state criteria (including those contained in any State bio-solids management plan prepared pursuant to Title IV of SWDA) applicable to the method of treatment and disposal or use employed by District.
- 30) ***“Manager or District Manager”***. Shall mean the Manager or an appointed designee of the Powder Mountain Water and Sewer Improvement District.
- 31) ***“Minor Industrial User”***. An industrial user which discharges nondomestic conventional pollutants to the public sewer in amounts on a routine basis that have little or no impact on the wastewater collection system, wastewater treatment plant, the quality of bio-solids, or the quality of the effluent or violate the prohibited discharge limitations of the Wastewater Control Rules and Regulations. Minor industrial users include the industrial users subject to the industrial use cost recovery provisions for discharging conventional pollutants which may require the imposition of surcharges and require monitoring to determine the appropriate cost recovery charges. Minor industrial users include the industrial users who present the potential to cause sewer obstruction, conventional slug loads or accidental chemical spills.
- 32) ***“National Categorical Pretreatment Standard or Pretreatment Standard”***. Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307 of the Act (33 U.S.C. 1347) which applies to a specific category of Industrial User.
- 33) ***“National Pollution Discharge Elimination System or NPDES Permit”***. A permit issued pursuant to section 402 of the Act (33 U.S.C. 1342).
- 34) ***“National Prohibitive Discharge Standard or Prohibitive Discharge Standard”***. Any regulation developed under the authority of 307 (b) of the Act and 40 CFR, Section 403.5
- 35) ***“New Source”***. Any wastewater source commenced after the publication of proposed regulations prescribing a section 307 (c) (33 U.S.C 1317) categorical pretreatment standard which will be applicable to such source, if such standard is thereafter

promulgated within 120 days of proposal in the Federal Register. Where the standard is promulgated later than 120 days after proposal, a new source means any source, the construction of which is commenced after the date of promulgation of the standard.

- 36) **“Normal Domestic Wastewater”**. Wastewater that has a BOD concentration of not more than 200 mg/l and a suspended solids concentration of not more than 200 mg/l.
- 37) **“Person”**. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents, or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by context.
- 38) **“RE”**. The logarithm (base 10) of the reciprocal of the of the concentration of hydrogen ions expressed in grams per liter of the solution.
- 39) **“Pollution or Pollutant”**. The man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water. Including, but not limited to, any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.
- 40) **“Governing Authority”**. The term “Governing Authority” shall refer to the governing authority of the District.
- 41) **“Treatment Plant”**. That portion of the Publicly Owned Treatment Works designed to provide treatment for wastewater.
- 42) **“Pretreatment or Treatment”**. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in the wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the system. The reduction or alteration can be obtained by physical, chemical, or biological processes, or process changes by other means, except as prohibited by 40 CFR Section 403.6 (d).
- 43) **“Pretreatment Requirements”**. Any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on an industrial user.
- 44) **“Private Sewer Main”**. A sewer line at least six inches in diameter not located in a public way or an easement granted to the District and a sewer serving at least one property or a group of properties with agreement for common maintenance of sewer facilities.
- 45) **“Replacement”**. Expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary for the useful life of the treatment works or collection system to maintain the capacity and performance for which such works were designed and constructed.
- 46) **“Residential Equivalent”**. 6,000 gallons of flow per month.

- 47) **“Residential User”**. Any contributor to the District’s collection system whose lot, parcel or real estate, or building is used for domestic dwelling purposes only.
- 48) **“Sanitary Sewer”**. The pipe or conduit system and appurtenances for the collection, transportation, pumping, and treatment of sewage. This definition shall also include the terms “public sewer”, “sewer system”, “collection system”, and “sewer”.
- 49) **“Sewage”**. The water-borne wastes discharged to the sanitary sewer from buildings for residential, business, institutional, and industrial purposes. Wastewater and sewage are synonymous; thus, they are interchangeable.
- 50) **“Shall”** and **“Will”** are mandatory; **“May”** is permissive.
- 51) **“Significant Industrial User (SIU)”**. Any industrial user of the wastewater disposal system who
- a. has a non-domestic discharge flow of 25,000 gallons or more within a 24-hour period, or
 - b. has a non-domestic flow greater than 5 percent of the flow in the wastewater treatment system, or
 - c. has wastes, toxic pollutants as defined herein, or pursuant to Section 307 of the Act or
 - d. Utah Statutes and Rules, or
 - e. is found by the Utah State Water Pollution Committee, or the U.S. Environmental Protection Agency (EPA) to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of a bio-solid, the system’s effluent quality, or air emissions generated by the system.
- 52) **“Slug”**. Any discharge of water, sewage or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any one period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during the normal operation of the user.
- 53) **“Stand-By Fee”**. Local Governments may charge fees for services or benefits provided. Operating a public water system confers distinct and tangible benefits on all properties served by the system, whether the property owners actually use the water/sewer service or not. A reasonable “stand-by fee” may be charged to properties which have not yet connected to the water/sewer system.
- 54) **“Standard Industrial Classification (SIC)”**. A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.
- 55) **“Standard Methods”**. Procedures described in the latest edition of “Standard Methods for the Examination of Water and Wastewater” as published by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation or such other procedures as may be adopted by the system.
- 56) **“State”**. State of Utah.

- 57) **“Storm Sewer”**. Shall mean a sewer that carries only storm, surface, and ground water drainage.
- 58) **“Storm water”**. Any flow occurring during or following any form of natural precipitation and resulting therefrom.
- 59) **“Subdivision”**. The division of a tract, or lot, or parcel of land into two or more lots, plots, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building development or redevelopment, provided, however, that divisions of land for agricultural purposes or for commercial, manufacturing, or industrial purposes shall be exempt. Further, the above definition shall not apply to the sale or conveyance of any parcel of land which may be shown as one of the lots of a subdivision of which a plat has theretofore been recorded in the office of the county recorder. The work subdivides, and any derivative thereof shall have reference to the term subdivision as herein defined.
- 60) **“Suspended Solids”**. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and which is removable by laboratory filtering in accordance with procedures set forth in Standard Methods.
- 61) **“Treatment Works”**. Any devices and systems for the storage, treatment, recycling and reclamation of municipal sewage, domestic sewage or liquid industrial wastes. These include intercepting sewers, outfall sewers, sewage collection systems, improvement, remodeling additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment (including land for composting sludge, temporary storage of such compost and land used for the storage of treated wastewater in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary systems.
- 62) **“Useful Life”**. The estimated period during which a treatment works will be operated.
- 63) **“User”**. Any person who contributes, causes or permits the contribution of wastewater into the system.
- 64) **“User Charge”**. The portion of total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance, and replacement of the wastewater treatment works.
- 65) **“Viscosity”**. The property of a fluid that resists internal flow by releasing counteracting forces.
- 66) **“Wastewater”**. The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any infiltrating groundwater, surface water, and storm water that may be present, whether treated or untreated, which enters the wastewater system.
- 67) **“Wastewater Discharge Permit”**. As set forth in section 5.2 herein.

- 68) **“Wastewater Strength”**. The quality of wastewater discharged as measured by its elements, including its constituents and characteristics.
- 69) **“Water meter”**. A water volume measuring device furnished and/or installed by the user and approved by the District.
- 70) **“Waters of the State”**. All streams, lakes, ponds, marshes, water courses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage system and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the State or any portion thereof.
- 71) **“District main line”**. Eight inches or larger in diameter.

ABBREVIATIONS

The following abbreviations shall have designated meanings:

BOD	-Biochemical Oxygen Demand
CFR	-Code of Federal Regulations
cp	-Centipois = 0.01 poise = c.g.s. unit of absolute viscosity gm/ sec x cm.
COD	-Chemical Oxygen Demand
EPA	-United States Environmental Protection Agency or its successor
l	-Liter
mg	-Milligrams
mg/l	-Milligrams per liter
NPDES	-National Pollutant Discharge Elimination System
SIC	-Standard Industrial Classification
SWDA	-Solid Waste Disposal Act, 42 USC 6901, et seq.
USC	-United States Code
TSS	-Total Suspended Solids

SECTION 2 GENERAL REGULATIONS

A. SUPERVISION

The District shall be supervised and directed by the District Manager.

B. GENERAL PROHIBITIONS

1) Discharge to District

All sewage shall be discharged to public sewers except as provided hereinafter

2) Discharge of Sewage

No person shall discharge any sewage from any premises within the system and upon any public highway, stream, water course, or public place, or into any drain, cesspool, storm or private sewer, except as provided for in these Rules and Regulations.

3) Prohibited Discharge – Sanitary Sewer

No person shall discharge or make a connection which would allow for the discharge of any storm water, surface drainage, groundwater, roof runoff, cooling water or other water into any sanitary sewer. No person shall mix any of the above waters with that person's sewage in order to dilute said sewage.

4) Prohibited Discharge – Storm Sewers

Storm water, surface drainage, subsurface drainage, groundwater, roof runoff, cooling water or unpolluted water may only be admitted to specifically designated storm sewers which have adequate capacity for the accommodations of said waters. No person shall connect to and/or use sanitary sewers for the above purposes without having first obtained the written consent from the District.

5) Prohibited Discharges – Specific Categories

No user shall contribute or cause to be contributed directly or indirectly, any pollutant or wastewater which, in the opinion of the District, will interfere with the operation or performance of the treatment facility. These discharge standards and general prohibitions apply to all such users of the treatment facility, whether or not the user is subject to National Categorical Pretreatment Standards or any other national, state, or local, Pretreatment Standards or requirements. A user may not discharge the following substances to the wastewater system.

- a. Explosives.** Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the wastewater system or to the operation of the wastewater system. At no time shall two successive readings on any explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of Lower Explosive Limit (LET) of the meter.

- b. Solids.** Except as authorized in Schedule 1, FEDERAL CATEGORICAL PRETREATMENT STANDARDS AS PROMULGATED BY U.S. EPA, solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to: grease, garbage with particles greater than one-quarter inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides, or flashings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.
- c. Corrosion.** Any wastewater having an acid pH less than 5.0 or more alkaline than 12.0 or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the District.
- d. Toxic.** Any wastewater containing pollutants which either singly or by interaction with other pollutants, may injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the wastewaters, contaminate the bio-solids of any treatment systems, or exceed the limitation set forth in a Categorical Pretreatment Standard. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307 (a) and (b) of the Act.
- e. Noxious.** Any malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.
- f. Untreatable.** Any substance which may cause the District's effluent or any other product of the District, such as residues, bio-solids, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process where the District is pursuing a reuse and reclamation program. In no case shall a substance discharged to the wastewater cause non-compliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Act, any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.
- g. NPDES Permit Violation.** Any substances which will cause the District to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards.
- h. Objectionable Color.** Any wastewater with objectionable color not removed in the treatment process, such as but not limited to, dye wastes and vegetable tanning solutions.
- i. Temperature.** Any wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, or cause temperature at the headworks of the treatment plant to exceed 104 degrees F.

- j. **Slug Loads.** Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow and/or pollutant concentration which a user knows, should know upon reasonable inquiry, or has a reason to know will cause interference to the wastewater treatment. In no case shall a slug load have a flow rate or contain concentration or qualities or pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation.
- k. **Radioactive.** Any wastewater containing any radioactive wastes or isotope of such half-life or concentration as may exceed limits established by the District Manager in compliance with applicable State or Federal regulations.
- l. **Hazard.** Any wastewater which causes a hazard to human life or creates a public nuisance.
- m. **Additional Substances.** Any substance that the District determines interferes with the operation of the wastewater treatment.

6) Recreational Vehicle Waste Holding Tank Disposal

An RV waste holding tank may not be emptied directly into a system appurtenance. A commercial RV dump station may be constructed or connected to a building sewer only upon the approval of the District Manager., compliance with District Standard Specifications and Details, and payment of all District fees. A private RV dump shall not be connected to a residential building sewer.

7) Carpet Cleaning Equipment Vehicle Waste Disposal

Carpet cleaning equipment vehicles may not be emptied directly into a manhole, cleanout, or other sewer system appurtenances.

8) Septic Hauler Waste Disposal

A septic hauler waste holding tank may not be emptied directly into a system appurtenance.

C. COMMERCIAL GARBAGE GRINDERS

Mechanically operated garbage grinders for producing properly ground garbage are permitted in establishments engaged in the preparation of food or drink to be consumed on the premises or to be sold, delivered or picked up for immediate consumption. Every mechanically operated grinder shall be designed and installed to meet the following:

- 1) That it shall discharge wastes at a reasonable uniform rate in fluid form, which shall flow readily through an approved trap, drain line or soil line in a manner which prevents clogging or stoppage of the drain line.
- 2) That it shall be of such construction and have such operating characteristics that not more than 5% by weight of all material discharged from it shall have any dimension larger than ¼ inch. Weights shall be determined on a dry basis.
- 3) That the entire installation shall comply with all applicable and current plumbing and electrical codes.

- 4) Additionally, commercial garbage grinders will operate with cold water flowing into the grinder and through the sink drain line in such a manner as to congeal and aerate the solid and liquid greases within the grinding unit.

The final decision as to the sufficiency of the design to meet these requirements shall rest with the District Manager.

D. FEDERAL CATEGORICAL PRETREATMENT STANDARDS

Upon the promulgation of the Federal Categorical Pretreatment Standard for a particular industrial subcategory, developed pursuant to 40 CFR, Sec. 403.6, the Federal Standard, if more stringent than limitations imposed herein for sources in that subcategory, shall immediately, supersede the limitations imposed herein. The District Manager shall notify all affected users of the applicable reporting requirements under 40 CFR, Sec. 403.12.

E. SPECIFIC POLLUTANT LIMITATIONS

No person shall discharge wastewater in violation of the pretreatment and discharge standards set forth in Schedule 1, FEDERAL CATEGORICAL PRETREATMENT STANDARD AS PROMULGATED BY US EPA. In addition, other wastewater discharges identified in Schedule 2A, CONTROLLED ADMISSIBLE POLLUTANTS, may be subject to the surcharge penalty specified in Schedule 3, FEES and CHARGES.

F. STATE REQUIREMENTS

State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those contained herein.

G. DISTRICT'S RIGHT OF REVISION

The District reserves the right to establish more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary to comply with the objectives presented in Section 1.2.

H. DILUTION PROHIBITED

No user shall ever dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant specific limitation developed by the State.

I. INJURING SEWER PROHIBITED

No person shall injure, break or remove any part or portion of any sewer system or any sewer appliance or appurtenance.

J. MAN-HOLE COVERS

No person shall open any sewer manhole without permission from the District.

K. MANDATORY CONNECTIONS

- 1) Connection Required

In accordance with Utah State Health Department Regulations, the owner or his agent of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the District boundaries and abutting on any street, alley, or right-of-

way in which there is now located or may in the future be located a District line, is hereby required, at his expense, to connect direction to the District line in accordance with the provisions herein with ninety(90) days after date of official notice to do so, provided that said District line is within four hundred (400) feet of the owner's property line.

2) Discontinuance of Privy Vaults, Cesspools, and Septic Tanks

a. No owner, or his agent, or other person having charge of occupying any property connected to the District's sewer shall maintain or use or cause or permit to exist any privy vault, septic tank, or cesspool upon said property.

b. In no case shall any plumbing in any house or building not complying with subparagraph (a) above remain unconnected to any public sewer for more than thirty (30) days after such a sewer is available.

3) Outhouses Prohibited

No person shall erect or maintain any outhouse or privy within the District boundaries.

L. CONTRACTS WITH PERSONS OUTSIDE DISTRICT BOUNDARIES

Whenever the existing sewage treatment and collection system capacity is adequate, the District may contract with any other organized and established entity, governmental agency, private enterprise or person outside the District boundaries for the discharge into the system, upon such terms and conditions and for such periods of time as may be deemed reasonable by the District.

M. GREASE, OIL AND SAND INTERCEPTORS

- 1) Grease, oil, and sand interceptors, as described by the current plumbing code, shall be required of any user when, in the opinion of the District Manager, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for dwelling units. All commercial establishments where food is prepared will be required to use a grease interceptor. All interceptors shall be of a type and capacity approved by the District Manager according to plans on file in the District's office and shall be located as to be readily accessible for cleaning by user and inspection by the District.
- 2) All grease, oil and sand interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, water tight and equipped with easily removable covers which, when bolted in place, shall be gas and water tight.
- 3) Where installed, all grease, oil, and sand interceptors shall be maintained by the user at his sole expense, in continuous efficient operation at all times.

N. PROHIBITED CONNECTIONS

No person, either in person or through an agent, employee, or contractor, shall make, allow or cause to be made any sewer connection to the District sewer to service, or for the purpose of servicing property outside the boundaries of the District, except upon recommendation of the District Manager and the express approval of the District's

governing board. Such connection to the District sewer shall be made by a person who is insured as specified by the District requirement, is a state licensed sewer contractor (license classification A-B) or plumber (license classification C-1B) and who has obtained the necessary permits.

O. CLEANING OF SEWERS – LICENSE AND BOND REQUIRED

- 1) No person not licensed as a plumber or licensed sewer contractor, insured as specified by the District requirements pursuant to the requirements hereof shall engage in the business of removing stoppage from a building drain or building sewer, without first obtaining a license or permit from the District and filing a corporate surety bond with the District in an amount to be specified by the District, such that the principal and surety shall hold District harmless from any and all injuries to persons or damage to property, and particularly to the sewer mains, caused by or through the cleaning or removal of any stoppage in any drain or sewer, and further conditioned that the principal will faithfully observe all ordinances, Rules and Regulations of the District pertaining to plumbing and sewers.
- 2) The fee for the license or permit herein required shall be set by the District's governing board. **See Schedule 3, FEES and CHARGES.**

P. PRIVATE SEWAGE DISPOSAL

- 1) Private Disposal Prohibited
 - a. No person shall construct, use or maintain any privy, privy vault, septic tanks, cesspool or other facility intended or used for the disposal of sewage within the boundaries of District where District service is available within 300 feet of the property line of any property upon which any building, privy, privy vault, septic tank, cesspool, or other facility as described above exists.
 - b. No person shall construct, use or maintain any privy, privy vault, septic tank, cesspool or other facilities intended or used for the purpose of disposal of sewage from any subdivision located within the boundaries of the District.
 - c. Within sixty (60) days from the date of notification from the District that service is available within 300 feet of the property line of any buildings served by any private sewage disposal system, a direct connection shall be made to the District sewer by the owner at owner's expense in compliance with the provisions herein contained, and any septic tank, cesspool, privy, or similar private sewage disposal facilities shall be immediately emptied and filled with suitable material.
- 2) Private Disposal Authorized
 - a. Whether District service is not available within the limits 2.11.1, the building's sewer shall be connected to a private sewage disposal system complying with the provisions of the Governing Health Department.
 - b. Prior to commencement of construction of a private sewage disposal system, the owner or his agent shall first obtain a written permission from the District for submission to the Governing Health Department.

- c. The owner or his agent shall operate and maintain the private sewage disposal facilities at owner's sole expense and in compliance with all federal, state, and local laws and Rules and Regulations.
- d. No statement contained in this section shall be construed to interfere with any additional requirements which may be imposed by the Governing Health Department.

Q. DISCONTINUANCE OF SERVICE

Any user desiring to discontinue service shall notify the District before the date when such service shall be discontinued. Upon giving such notice, said user shall be relieved of responsibility upon notification of change of ownership. Any credit balance in favor of the customer as a result of an advance payment of bills or a deposit will be refunded upon final calculation of charges promptly thereafter.

**SECTION 3
BUILDING SEWERS, CONNECTIONS AND REPAIRS**

A. SEPARATE CONNECTIONS REQUIRED

Each separate building or individual unit within a multiple unit dwelling up to four shall have a separate connection to the main line sewer, unless the District Manager determines that a separate connection is impossible or impracticable. Each owner will bear and pay for the maintenance and repair of the building sewer or lateral sewer for his property. Notwithstanding the above, where a dwelling is in the rear of another building and on the same building lot and owned by the same party, the District Manager may issue permission for an exception.

B. EXISTING BUILDING SEWERS

Existing building sewers may be used in connection with new buildings only when they are found, on examination and test by the District, to meet all requirements of the District's Standard Specifications and Details; otherwise, the use of existing building sewers shall be plugged at the user's expense upon discontinuance of service and must be inspected and approved by the District. An inspection fee will be charged by the District.

C. DESIGN AND CONSTRUCTION

The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling of the trench shall conform to all District Standard Specifications and Details. Building and Plumbing Codes, Rules and Regulations of federal, state, and local entities and other applicable laws.

D. BUILDING SEWER ELEVATION

In all buildings where the elevation is too low to permit gravity flow to the District sewer, sanitary sewage discharge from such building shall be lifted by an approved means and discharged to the District sewer. All costs of operation and maintenance shall be the responsibility of the user.

E. INSTALLATION EXPENSES

All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the applicant. The applicant shall retain or employ a licensed and insured sewer contractor or plumber to make connection to and install a sewer.

F. CONNECTION REQUIREMENT

The applicant for the building sewer permit shall notify the District Manager when the building sewer is ready for inspection and connection of the District sewer. The connection shall be made under the supervision of the District Manager or his representative. The connection of the building sewer to the District sewer shall conform to the District Standard Specifications and Details, Building and Plumbing Codes, or other applicable laws, Rules and Regulations of federal, state, and local entities.

G. BUILDING SEWER REPAIR

Where an existing building sewer must be repaired, said repairs must be performed by licensed and insured sewer contractor or plumber in accordance with current District Standard Specifications and Details and any other applicable laws and plumbing codes. The repair may be made by the property owner if all the following conditions are met:

- 1) Property must be owner occupied;
- 2) All work must be performed by the property owner; and
- 3) No third party may be paid to perform any of the work

H. EXCAVATION SAFEGUARDS FOR PUBLIC

All excavations for building sewer installation shall be adequately guarded by the owner or his representative in accordance with any and all applicable laws and regulations so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored by the owner or his representative in a manner satisfactory to the District and the street owner.

I. SEPERATION FROM OTHER UTILITIES

All utility lines or conduits shall be separated from the building sewer as required by State or local law.

J. MAINTENANCE EXPENSE

All buildings sewers, including the connection to the District sewer, shall be maintained by the property owner. Any modification or repair of the connection to the District sewer must be done in accordance with District's Standard Specifications and Details, inspected and approved by the District. An inspection fee will be charged by the District.

K. CONNECTION OF UNLIKE PIPE

Any connection of pipes of unlike materials shall comply with the International Plumbing Code and the District Standard Specifications and Details.

L. SEWER SPECIFICATIONS

The size of building sewers, type of pipe allowed and bed and grade of pipe changes in direction of pipe shall conform to the International Plumbing Code and District Standard Specifications and Details.

M. PIPE TO BE FREE OF DEFECTS

All pipe shall be sound, free from holes or cracks, without traps, valves or other obstruction which might prevent or retard the free passage of air and sewage other than backflow preventers.

N. BACKFLOW PREVENTERS

Backflow preventers shall be installed according to local plumbing code and also when it is determined that a sewer backup or surcharging in the District sewer would cause significant damage to the connected building.

O. CLEANOUTS

A cleanout "wye" must be located inside the property line. In all cases, the cleanout pipe from the "wye" to the surface of the finished grade must be material approved by the District and in accordance with District Standard Specifications and Details. The cover must be a cast iron no-hub cap. Additional cleanouts shall be placed a minimum of 50 feet apart along any 4-inch building sewer, and every 100 feet along any 6-inch building sewer, and at all other changes in direction greater than 45' bend. No waste or soil shall enter cleanout pipes. A test tee shall be required at or near the property line.

P. TRENCH SAFETY

Safety for all trench excavation and restoration shall be the sole responsibility of the person making the excavation.

Q. TEST FOR LEAKS

All building sewers shall be tested for leaks in the manner prescribed by the District and in the presence of its inspector. Every joint shall be water tight before acceptance by the inspector.

R. SPECIFICATION FOR JOINT AT POINT OF CONNECTION TO DISTRICT SEWER

The connection of the "wye" onto the main sewer shall be core-cut insertion type tee as detailed in the District Standard Specifications and Details. Connection work shall be done only in the presence of the District Inspector. The trench shall not be backfilled until the building sewer line has been connected, tested and approved by the District Inspector.

S. EARTH COVER REQUIRED

No sewer line shall have less than three (3) feet of earth cover at finished grade. Installation where the minimum earth cover is not possible must first be approved by the District.

T. FEE FOR OPENING SEWER IF JUNCTION PIPE NOT AVAILABLE

Where there is no junction pipe in the District sewer at the point where connection is desired to be made, the connection and installation of the junction pipe will be made at the expense of the person requesting such service and by a licensed and insured contractor and upon payment of a fee to cover the cost of the inspection.

U. FEE FOR REPLACING DAMAGED JUNCTION PIPE

In case the junction pipe to the District sewer is broken off or damaged, it must be replaced or repaired at the expense of the responsible party that caused the damage and upon payment of a fee to cover the cost of the inspection.

**SECTION 4
CONSTRUCTION, CONNECTION AND REPAIR**

A. AUTHORIZATION REQUIRED

No person shall commence or carry on the work of laying, repairing, altering, or connecting any building sewer, directly or indirectly, to the District sewer, without first having received authorization from the District Manager.

B. APPLICATION FOR CONNECTION

Application for sewer connections must be made by a developer, licensed and insured contractor, or plumber, or property owner. Authorization shall be subject to the Rules and Regulations Fee Schedule of the District.

C. FEES FOR REPAIRS AND REPLACEMENT

Application for authorization for sewer repair, replacement and inspection of any sewer line must be made in person at the District offices. Repair or replacement of any sewer line shall be tested and inspected in accordance with District Standard Specifications and Details.

D. AUTHORIZATION MUST BE PROCURED BEFORE STARTING WORK

If any work requiring authorization is commenced without permission first having been obtained, the District may immediately issue a stop work order until such a time as the proper authorization has been granted.

E. FEASIBILITY SEWER SURVEY FEE

In order to determine the feasibility of connecting to the District sewer, the property owner, or licensed and insured plumber or sewer contractor may make an application for a feasibility sewer survey, the cost of which shall be set by the District or its representative. Such survey shall not be made until the fee is paid in full. ***See Fee Schedule***

F. FAILURE TO REMEDY DEFECTIVE WORK

The District reserves the right to make special contracts, the provisions and conditions of which may be different from or have exception to the regular published rates. Such special contracts

shall be in writing, approved by the District Board of Trustees, and signed by the General Manager or his designee and the customer to be served.

G. AUTHORIZATION NOT TRANSFERABLE

No sewer contractor or plumber shall use or allow his license to be used in any way for the purpose of procuring authorization for any person other than himself, or his duly authorized representative. The duly licensed and insured sewer contractor or plumber shall be responsible for any and all work done pursuant to the issuance of any authorization specified hereunder, regardless of whether the work is actually done by said contractor or his duly authorized representative.

H. WORK MUST BE COMPLETED

The work authorized hereunder shall be done with all possible speed and in accordance with District Standard Specifications and Details.

I. REVOCATION OF AUTHORIZATION

The District Manager may, at any time, revoke authorization because of defective work which has not been corrected after written notice and within the time specified by the District Manager.

J. INSPECTION REQUIRED

The inspection of sewer lines between the District sewer main and building foundation shall be under the direction of the District Manager or by his duly authorized inspectors. The District shall be notified on a regular working day at least 24 hours in advance of the inspection. The entire length of the building sewer, including the junction at the District sewer, shall be fully exposed. Any portion of the work not done in accordance with these requirements and District Standard Specifications and Details shall be corrected promptly. There shall be no backfilling until the inspection is made and the work accepted. No Certificate of Occupancy shall be issued until the work is satisfactorily performed and accepted.

K. RE-INSPECTION – ADDITIONAL FEE

In the event the inspector finds the connection not in conformity with District Standard Specifications and Details, or if any changes are necessary requiring another inspection, a charge to be set by the District shall be collected for each such additional inspection.

L. SURVEY STAKES NOT TO BE REMOVED

Survey stakes set by the District or its representatives for the sewer connection must not be disturbed, removed or covered.

M. AUTHORIZATION NOT TO BE ISSUED UNTIL SPECIAL SEWER ASSESSMENT IS PAID

- 1) No authorization for a sewer connection shall be issued until the District has been paid any required assessment or surcharge in addition to the connection fee.
- 2) The District Manager shall maintain a record of the payment of the said assessments and fees, together with survey plats indicating the real property within the District for which said sewer connection assessments and fees have been paid and these records shall be open to public inspection during regular hours of the District.

N. ASSESSMENT TO BE IN ADDITION TO FEES

The payment of any of the assessments or surcharges required by the District shall not relieve the owner of the payment of other required fees.

**SECTION 5
WASTEWATER DISCHARGE PERMITS**

A. MONITORING FACILITIES

The User shall provide and operate, at its expense, monitoring equipment and facilities approved by the District, sufficient to allow inspection, sampling, and flow measurement of the building sewer systems. The monitoring equipment and facilities shall be situated on the User's premises or such other location as allowed by the District.

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

Whether constructed on public or private property, the sampling and monitoring equipment and facilities shall be provided in accordance with the District's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the District.

B. INSPECTION

All users shall allow the District or its representatives ready access at a reasonable time to all parts of the premises for the purpose of inspection, sampling, records examination or in the performance of any of its duties. The District, Approval Authority, State and EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the District Approval Authority, State and EPA will be permitted to enter, without unreasonable delay, for the purposes of performing their specific responsibilities.

C. FAILURE TO PERMIT INSPECTION

In the event a duly authorized officer or agent of the District, Approval Authority, State and EPA is refused admission for any purpose, the District Manager may cause sewer service to the premises in question to be discontinued until such agents have been afforded reasonable access to the premises and sewer system to accomplish the inspection and/or sampling.

D. SAMPLING

All measurements, tests, sample collection and analyses required for the submission of permit compliance reports shall be conducted by a laboratory certified for such analyses and collection by U.S. EPA and the State of Utah.

E. PRETREATMENT

Users shall provide necessary wastewater treatment required to comply with these Rules and Regulations. Any monitoring equipment and facilities required to pretreat wastewater to a level acceptable to the District shall be provided, operated, and maintained at the user's expense. Such facilities required by the District may include the requirement for separate systems to handle sanitary and industrial wastewater so that both can be discharged into the District collection system independently of each other. Detailed plans showing the pre-treatment facilities and operating procedures shall be submitted to the District for review and shall be approved in writing by the District before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the District under the provisions hereof. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the District prior to the user's initiation of the changes.

F. CONFIDENTIAL INFORMATION

Information and data on a user obtained from reports, questionnaires, permit applications, permits, and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes or methods or production entitled to protection as trade secrets of the user. Under no circumstances will effluent data be considered confidential. All effluent data shall be available upon request to the public, State and U.S. EPA personnel.

The portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related hereto, the National Pollutant Discharge Elimination System (NPDES) Permit, and/or the pretreatment requirements; provided, however, that such portions of a report shall be available for use by the State or any state agency in judicial review or enforcement proceedings involving the user furnishing the report.

Information accepted by the District as confidential shall not be transmitted to any member of the public by the District until and unless a 10-day written notification is given to the user by certified mail or personal service.

This section specifically shall not prevent disclosure of all effluent monitoring reports, data and sample results to the public and all appropriate agencies. Effluent data shall not be considered confidential under any circumstances.

G. PRETREATMENT ADMINISTRATIVE OPTION

- 1) Permit Processing
- 2) Monitoring Facilities
- 3) Inspection and Sampling
- 4) Pretreatment Processing
- 5) Enforcement Action
- 6) Laboratory Analysis

SECTION 6 FEES AND CHARGES

A. PURPOSE

Each user shall pay all fees, charges and surcharges required by the District. It is the purpose of this chapter to provide for the payment of all District costs, maintenance and operation. The total annual cost of operation and maintenance shall include, but need not be limited to, labor, repairs, equipment replacement, maintenance, necessary modifications, power, sampling, laboratory tests, and a reasonable contingency fund. The charges will be based upon the quality and quantity of user's wastewater, and also upon the District's capital and operating costs to intercept, treat, and dispose of wastewater. The applicable charges shall be adjusted from time to time to accurately apportion such costs among the users of the District.

B. FEES AND CHARGES

The District's fees and charges are set forth in the attached **Schedule 3, FEES AND CHARGES**, which may be amended from time to time.

- 1) Service Charges
All users of the system shall pay a fixed monthly charge for service and an amount based on the quantity of water used.
- 2) Classification of Users
The users of the District may be divided into various classifications, including but not limited to residential and nonresidential users. Further classifications may be established by the District for each user class.
- 3) Surcharges
Users shall be subject to a surcharge for excessive BOD, suspended solids, and for service outside the District boundaries as provided for in **Schedule 3, FEES AND CHARGES**.

Calculation of Surcharges

Surcharges payable under the provisions of this chapter shall be calculated based on the rates in **Schedule 3, FEES AND CHARGES**. Where users having sampling manholes or other acceptable alternative access for wastewater sampling, surcharges shall be based on actual samples taken by employees or agents of the District.

In addition to the rates published in **Schedule 3, FEES AND CHARGES**, the District may collect from each user a surcharge for the cost of sampling and laboratory analysis.

If samples are not available, the District may estimate the amount of surcharge for any user based upon sampling and laboratory data gathered by the District from similar users.

Where the District estimates the surcharge, the District's estimate shall carry a presumption of correctness. In order to overcome the presumption of correctness, it shall be the user's responsibility to provide actual sample data and laboratory results of the strength of wastewater discharged by the user into the District collection system.

4) Fees

The District may adopt fees which may include, but not be limited to, the following:

- a. Fees for all District costs, including maintenance and operation.
- b. Fees for reimbursement of costs of setting up and operating the District's Pretreatment Program.
- c. Fees for monitoring, inspections and surveillance procedures to include, but not be limited to, laboratory analysis.
- d. Fees for reviewing accidental discharge procedures and construction.
- e. Fees for permit applications
- f. Fees for filing appeals
- g. Fees for consistent removal (by the District) of pollutants otherwise subject to Federal Pretreatment Standards.
- h. Fees for impact.
- i. Fees for repairs, connection and disconnection.
- j. Fees for inspections and surveys.
- k. Fees for development and expansion of District facilities
- l. Other fees as the District may deem necessary to carry out the requirements contained herein.

5) Combination Billings

Where the District provides culinary water, the wastewater collection and treatment charges may be combined for billing purposes with charges for water services rendered.

6) Charges for Discontinuing or Restoring Services

If District service to any building or premises is physically disconnected from the District's sewer, an inspection fee may be charged because the physical disconnection must be inspected. An inspection fee may also be charged at the restoration of sewer service.

7) Damage to Facilities

The user shall pay for all costs incurred by the District if the user's discharge causes an obstruction or damage or increased cost due to the nature of the discharge such the increased cost for treating pollutants.

8) Review of Each User's Wastewater Service Charge

The District shall review the total cost of operation and maintenance, as well as each user's discharge, and will revise charges as necessary to assure equity and sufficient funds to adequately operate and maintain the District. If a significant industrial user has completed in-plant modifications which would change that user's discharge, the user can present to the District such factual information, and the District shall determine if the user's charge is to be changed.

9) Notification

Each user will be notified, at least annually, in conjunction with a regular bill, of the rate and that portion of the user charges which are attributable to wastewater services.

C. COLLECTION PROCEDURES

1) Charges – Responsibility of Owner

All fees and charges made for sewer services shall be chargeable against and payable by the owner of the premises connected or to be connected with the sewer.

2) Periodic Billing Statements

The District shall periodically bill for wastewater charges at rates set forth in **Schedule 3, FEES AND CHARGES**, and as amended by the District Board of Trustees.

3) Delinquency

Fees and charges levied in accordance with this chapter shall be a debt due to the District. If this debt is not paid within 30 days after billing, it shall, at the District's option, be deemed delinquent and subject to penalties and may be recovered by civil action, and the District shall have the right to terminate sewer service and enter upon private property for accomplishing such purposes.

4) **Collection, Accounting, Costs**

The District shall receive and collect the sewer fees and charges levied under the provisions of this chapter. In the event of partial payment, the District may apply said payment to any sums due for water and/or sewer fees or charges.

5) **Tax Lien Authority**

In addition to any other remedies provided herein, the District may impose a tax lien on the property being served for failure to pay the applicable fees and charges, pursuant to the provisions of Utah law.

6) **Restoration of Service**

Sewer service shall not be restored until all charges, including the expense of termination and restoration of service, shall be paid.

SECTION 7 ENFORCEMENT AND PENALTIES

A. ENFORCEMENT AUTHORITY

The District's Governing Authority may adopt procedures for the implementation, administration and enforcement of these Rules and Regulations.

B. NOTIFICATION OF VIOLATION

Whenever the District finds that any user has violated or is violating the user's wastewater discharge permit, or has violated or is violating any prohibition, limitation or requirement of the District, the District shall serve upon such user a written notice stating the nature of the violation, which may include a cease and desist order. Also, within the time specified therein, a plan for the satisfactory correction thereof shall be submitted to the District by the user. Each notice of violation shall be served within 20 days of the receipt of monitoring reports indicating a violation or receipt of written sample analysis indicating a violation.

C. METHODS OF NOTIFICATION

Any notification required by these Rules and Regulations shall be served either personally or by registered or certified mail upon the property owner or its registered agent. In the event that the District is not able to serve the property owner personally or by registered or certified mail, notice may be achieved by posting notice on the property

D. SUSPENSION OF SERVICE

The District may, without notice or hearing, suspend wastewater treatment service and/or a Wastewater Discharge Permit when such suspension is necessary, in opinion of the District. In order to stop an actual or threatened discharge which presents or may present an imminent or

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

Any person notified of suspension of the wastewater treatment service and/or the Wastewater Discharge Permit shall immediately stop or eliminate the discharge. In the event of a failure of the user to comply voluntarily with the suspension order, the District shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the District's system or endangerment to any individuals. The District shall reinstate the Wastewater Discharge Permit and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge. User shall pay all District costs and expenses for any such suspension and restoration of service. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the District within 15 days of the date of occurrence.

E. PERMIT REVOCATION

Any user who violates the following conditions hereof, or applicable state and federal regulations, is subject to enforcement action:

- 1) Failure of a user to factually report the wastewater constituents and characteristics of its discharge;
- 2) Failure of the user to report significant changes in operations or wastewater constituents and characteristics;
- 3) Refusal or reasonable access to the user's premises for the purpose of inspection or monitoring;
- 4) Violation of conditions of the permit;
- 5) Failure to pay any fees or charges;
- 6) Encouraging, permitting, or committing damage or interference to flow measuring or monitoring equipment, personnel acting under the provisions of this ordinance, surveillance equipment and facilities used to fulfill the enforcement of these Rules and Regulations.
- 7) Interfering with any personnel acting under the provisions of these Rules and Regulations.

F. REFERRAL FOR PROSECUTION

All violations of these Rules and Regulations, which are also punishable under state law, shall be referred to the Weber County Attorney's Office, or other applicable criminal enforcement authority, for consultation and the commencement of criminal prosecution. Prosecution may be deferred when the purpose of prosecution is achieved without the commencement of a criminal complaint.

F. CIVIL LIABILITY FOR SURCHARGE EXPENSES

Any person that violates any provisions of these Rules and Regulations shall be liable to the District for all expenses, losses, damages, and surcharges incurred by the District as a result of the violation; including any increased costs for managing effluent or sludge which result from the user's discharge of toxic pollutants.

G. ADMINISTRATIVE REMEDIES

- 1) Show Cause Hearing

The District may order any user to show cause before the District Governing Authority why its enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the District Governing Authority regarding the violation, the reasons why the action is to be or was taken, the enforcement action, and directing the user to show cause before the District Governing Authority why the enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail at least ten days before the hearing.

2) Designation of Hearing Entity

The District Governing Authority may itself conduct the hearing and take the evidence, or may designate any of its members or any officer or employee of the District, or contract with others to:

- a. Issue in the name of the District notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearing;
- b. Take the evidence;
- c. Prepare a report of the evidence and hearing, including transcripts where requested and other evidence, together with recommendations for action thereon.

3) Testimony

At any hearing, testimony may be recorded.

4) Cease and Desist Orders

The District Governing Authority may issue an order of cease and desist to the user responsible for the discharge directing that the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances have been installed or existing treatment facilities, devices or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate may be issued.

H. APPEAL PROCEDURE

Any permit applicant, permit holder, or other user affected by any decision, action or determination, including cease and desist orders, may file a written request for reconsideration with the District within 10 days of such decision, action, or determination. The request shall set forth in details the facts supporting the request. The District may elect to hold a hearing on the request. The request for reconsideration shall be acted upon by the District within 10 days from the date filing or the close of the reconsideration hearing. The decision, action, determination shall remain in effect during such period of review by the District.

If the person appealing is not satisfied with the decision of the District, he may file a written appeal to the District Governing Authority within 10 days after receipt of the decision. The District Governing Authority may either conduct a new hearing or make a decision based upon the evidence provided in the appeal. The District Governing Authority shall issue a final decision on the appeal within 20 days after receipt of the user's written appeal, unless issued within 10 days after the hearing. The decision, action, or determination of the District shall remain in effect during such period of review by the District Governing Authority. The decisions of the District Governing Authority shall be binding on all entities and the user until and unless ruled otherwise by an appropriate court.

I. LEGAL ACTION AUTHORIZED

The District attorney may commence on action for appropriate legal and/or equitable relief, including injunctive relief, against any user that discharges into the District system in violation of

any provisions of these Rules and Regulations, federal or state Pretreatment Requirements or any order of the District.

J. CRIMINAL PENALTY AND FINES

A violation of the pretreatment and discharge standards, which are defined in these Rules and Regulations, is a felony subject to prosecution under the Utah Water Pollution Control Act, Title 26, Chapter 11, Section 16, (2) (c) Utah Code Annotated.

K. TERMINATION OF SERVICE

The District may terminate or cause to be terminated sewage collection and/or treatment service to any user for a violation of any provision of these Rules and Regulations.

L. CIVIL FINE PASS THROUGH

In the event that a user discharges any pollutants which cause the District to violate any condition of its NPDES Permit and the District is fined by EPA or the State for such violation, then the user shall be fully liable for the total amount of the fine assessed against the District by EPA or the State. The District shall collect the fine on behalf of the District.

M. FALSIFYING INFORMATION

Any user who knowingly makes false statements, representations or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant hereto, or wastewater discharge permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required herein shall, upon conviction, be punished by a fine of not more than \$500.00 or by imprisonment for not more than six (6) months, or by both.

N. ADDITIONAL PENALTIES

The District may recover reasonable attorney's fees, court costs, court reporters' fees, and other expenses of litigation by appropriate legal action against the user found to have violated any provision of the Rules and Regulations, or the orders, rules, regulations, and permits issued hereunder. The attorney for the District, upon request of the District Manager or District Governing Authority, shall petition the District Court to impose, assess, and recover such sums.

O. OWNER REPORTS AND LIABILITY

Every owner of improved non-residential commercial property who rents, leases or otherwise permits the use of premises shall provide to the District the following information: A description of the premises, the name of the individual or entity under agreement for the use of the premises with the owner, street address of the lessee, the name, house address and telephone number of the principal individual entering in to the lease agreement or other agreement with the property owner, the telephone number of the business and the nature of the operation or business conducted by the lessee. The owner shall inform the District of each change of individual or entity under agreement for the use of the premises with the owner of the information required above.

Every owner of improved non-residential commercial property who rents, leases, or otherwise permits the use of premises to be occupied by any type of food service company, must first

contact the District to see if any plumbing changes are required, especially as it relates to grease traps or sampling manholes.

Every owner of improved non-residential real property engaged in the business of leasing premises to others for industrial or commercial purposes shall be jointly liable with each lessee for each violation of these regulations occurring on the owner's premises. Fines, surcharges and other enforcement penalties may be assessed by the District against the owners of the property and may become a lien on the real property.

SECTION 8 LIFT STATIONS

A. PRIVATE LIFT STATIONS

Private lift stations may be required for single users or groups of users as part of a private system when the dwellings are located lower in elevation than the adjacent District-Owned sewer main line. Issuance of a "Sewer Availability" or "Will Serve" letter does not guarantee a private lift station will not be required in order to connect to the District sewer.

Lift stations for a single user or group of users in a private system will be owned and operated by said users. All costs associated with the lift station, including but not limited to, construction, operation, and maintenance, shall be borne by the users.

B. DISTRICT OWNED LIFT STATIONS

The District-owned lift stations are designed to serve multiple users attached to the District's collection system. All costs of these lift stations are borne by the District as a whole.

The District's Capital Facility Plan may be updated to show the need for the future lift station or replacement of existing lift stations to increase capacity. The District will apportion the costs of any such lift stations in accordance with Utah State Law.

SECTION 9 SUBDIVISIONS

A. APPROVAL REQUIRED BEFORE RECORDATION

All persons, contractors, builders, operators, sub-dividers and developers shall obtain the District's written approval for the design of their sewage collection facilities and shall pay all required fees to the District prior to commencement of construction.

B. MOBILE HOME PARK, PUD AND SUBDIVISION CONNECTIONS ALLOWED

Mobile home parks, PUD and subdivisions within the boundaries of the District may, at the user's sole expense, connect to the District sewer system at a location designated by the District after the user has paid all required fees and complied with all other rules and regulations of the District.

C. MOBILE HOME PARK, PUD AND SUBDIVISION CONNECTIONS REQUIRED

All sewage collection systems and appurtenant facilities for mobile home parks, PUD and subdivisions shall be designed, constructed and maintained in strict accordance with all applicable provisions of the Rules and Regulations adopted by the District.

SECTION 10 DISTRICT SEWER CONSTRUCTION

A. DESIGN AND CONSTRUCTION

The size, slope alignment, materials of construction of the District sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench shall all conform to the requirements set forth in the District Standard Specifications and Details and according to Utah State Code R317-3 Design Requirements for Wastewater Collection, Treatment and Disposal System.

B. CONSTRUCTION

The actual construction of the District sewer shall be conducted by an insured sewer contractor licensed in the State of Utah. Prior to construction the contractor must be approved by the District.

C. EXCAVATION SAFEGUARDS FOR PUBLIC

All excavations for building sewer installation shall be adequately guarded by the owner or his representative in accordance with any and all applicable laws and regulations so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored by the owner or his representative in a manner satisfactory to the District and the street owner.

D. MAINTENANCE EXPENSE

All District sewers, except building sewers and private sewer mains, shall be maintained by the District.

E. INSPECTION AND APPROVAL

All phases of the District sewer construction shall be inspected and approved by the District. Failure to obtain the necessary inspections and approvals will result in the work being redone. All work shall be completed in accordance with the construction, testing, and acceptance standards of the District.

SECTION 11 CONFLICT AND SEVERABILITY

All other ordinances or regulations adopted by the District inconsistent or conflicting with any part of these Rules and Regulations are repealed to the extent of the inconsistency or conflict. If any provision, paragraph, word, section, or chapter of these Rules and Regulations is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

SECTION 12 AMENDMENT PROCESS

These Rules and Regulations may be amended by a majority vote of the District Governing Authority.

SECTION 13 NO FAULT UTILITY CLAIMS

A. PURPOSE

The purpose of this policy is to assist in the cleanup of real and personal property, and/or compensate persons for the loss of real or personal property, destroyed or damaged as the result of a break, leak, backup or other failure of District facilities, regardless of fault, within the restrictions, limitations and other provisions of this policy.

B. DEFINITIONS

- 1) **Actual Cash Value.** The actual, depreciated value of an item and not the replacement value.
- 2) **Cleanup.** All activities necessary to reasonable restore destroyed or damaged real and personal property to its pre-even condition, in accordance with cleanup criteria
- 3) **Cleanup Contractor.** An independent disaster cleanup contractor licensed to do business in the state.
- 4) **Cleanup Criteria.** Cleanup standards, procedures and protocol established by the District Manger pursuant to this policy.
- 5) **District.** Powder Mountain Water and Sewer Improvement District, a political subdivision of the state.
- 6) **District Facilities.** Any culinary water, sanitary sewer pipeline, reservoir tank and all related appurtenances which are owned, operated and maintained by the District.
- 7) **Force Majeure.** Acts of public enemies, insurrection, riots, war, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, civil disturbances, explosions, acts of terrorism, sabotage, or any other similar cause or event not reasonable within the District's control.
- 8) **District Manager.** The General Manager of the District, or his/her designees.
- 9) **Person or Applicant.** Any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate, or any other legal entity (except the United States government or any of its agencies and the State of Utah or any of its agencies or political subdivisions) or their legal representatives, agents, or assigns.
- 10) **Private Facilities.** Any pipelines and related facilities which are owned and operated by a property owner, and which connect to District facilities.
- 11) **Property Owner.** The owner of the premises which has sustained a loss described in this policy, or any person lawfully obligated to pay the owner for such damages as of a date previous to the loss and who is also lawfully in possession of the premises.

C. ESTABLISHMENT OF CLEANUP CRITERIA

The District Manager shall, from time to time, establish cleanup criteria which shall constitute the standard for cleanup and payment under this policy. In establishing such cleanup criteria, the District Manager may give due consideration to generally available health guidelines, recommendations from industry, governmental and academic experts, and other sources of guidance reasonably deemed by the District Manager to be balanced, unbiased, and protective of health and safety. The District Manager may establish such additional rules, regulations and procedures where are consistent with this policy, as may be necessary or convenient in effecting the purposes of this policy.

D. CLEANUP OF REAL AND PERSONAL PROPERTY

All design and installation of water facilities shall conform to all pertinent sections of Utah Administrative Code R309.

- 1) The District Manager shall, in accordance with the District’s standard procurement procedures, engage the services of one or more cleanup contractors to perform cleanup services at the direction of the District Manager on an as needed basis.
- 2) Upon discovering a break, leak, backup or other failure of District’s facilities, or any damage resulting from the same, a property owner must immediately notify the District Manager.
- 3) Upon notification of the occurrence of the event, the District Manager shall contact a cleanup contractor under contract with the District pursuant to subsection (A) of this section and direct the cleanup contractor to perform all cleanup work at the premises, in accordance with established cleanup criteria.
- 4) In the event the property owner engages the services of a cleanup contractor prior to notifying the District Manager of the event, the District may reimburse the property owner for actual expenses incurred by the property owner, but only up to the amount the District would have paid its own cleanup contractor under subsection (C) of this section.
- 5) In the event the damaged real or personal property cannot, in the judgement of the District Manager, be reasonably restored to its pre-event condition, in the estimated actual cash value, at the time of the event, of such property. Such value shall be determined by a professional appraiser engaged by the District for such purpose.
- 6) In no event shall the District pay or reimburse the property owner for payment of special or consequential damages.

E. APPLICATION; TIME LIMITATIONS

All applications or claims for reimbursement under this policy must be submitted to the District Manager within ninety (90) days after the event occurs or applicant knew, or reasonably should have known, a covered loss existed.

F. QUALIFICATION FOR ASSISTANCE

An application or request for assistance or payment under this policy shall qualify only if the District Manager, after due inquiry or investigation, makes an affirmative determination that the event was the result of a break, leak, backup or other failure of District facilities, and that none of the following circumstances apply:

- 1) The loss was the result of a force majeure which damaged the District facilities;
- 2) The loss was caused by either an act of omission of the property owner, the property owner’s agent, or employee, or any person acting under the direction of the property owner, or a member of the property owner’s family or business;

- 3) The property owner failed to file a claim hereunder in a timely manner, or failed to comply with any other procedural requirements of this policy;
- 4) The loss was the result of intentional or negligent acts of third parties unless the District Manager preliminarily determines there is a good reason to make payment;
- 5) The loss was the result of a break, leak, backup, or failure of private facilities; or
- 6) The loss is wholly covered by private insurance.

G. REDUCTION IN ASSISTANCE

The District may limit any assistance, or reduce any payment, under this policy based upon any of the following:

- 1) The property owner did not act responsibly to prevent, avoid or minimize the loss;
- 2) The property owner is unable to fully substantiate or document the extent of the loss;
- 3) The loss is partially covered by private insurance.

H. MAXIMUM PAYMENTS

- 1) Payments under this policy shall not exceed **\$15,000.00** per claim.
- 2) For budgeting purposes, payments under this policy shall not exceed **\$75,000.00** per fiscal year. However, the District Board of Trustees may, in its sole discretion and without amendment to this Section, budget additional funds in any given fiscal year by resolution.

I. PAYMENT DOES NOT IMPLY LIABILITY

- 1) Any assistance or payment made under this policy shall not be construed as, and does not imply, an admission of negligence or responsibility on the part of the District for any damage or loss.
- 2) Any assistance or payment made under this policy is strictly voluntary on the part of the District. While it shall be the general policy of the District to follow the provisions of this policy, the District shall not be required to do so. The District may, based on the particular facts and circumstances of an event, elect to reject a request for assistance hereunder. If a request for assistance under this policy is not approved by the District Manager within ninety (90) days of filing, it is deemed rejected. In the event a request hereunder is rejected, the property owner's recourse would be to proceed under the provision of the Utah governmental immunity act and file a notice of claim thereunder. Nothing in this policy shall be construed as an acknowledgement by the District that the property owner has a meritorious claim under the Utah governmental immunity act, and the District reserves the rights to assert any and all available defenses. The ninety (90) day notice period under this policy shall not operate to extend the one-year notice period under the Utah governmental immunity act. This policy shall not in any way supersede, change or abrogate the Utah governmental immunity act and its application to the District or establish in any person a right to sue the District under this policy.
- 3) Any assistance or payment made under this policy and accepted shall constitute a full and complete release of any and all claims against the District, its officers, employees and agents arising from the incident, and shall be expressly conditioned upon the District first receiving a written release of liability, signed and notarized by the claimant in a form acceptable to the District.
- 4) No claim paid hereunder shall act as a precedence for any later claim made hereunder but any such later claim shall be evaluated independently in accordance with this policy.

POWDER MOUNTAIN WATER AND SEWER IMPROVEMENT DISTRICT

AGREEMENT

Loss resulting in a Break, Leak, Sewer Back-up, or Other Failure of District Facilities

No Homeowner Negligence

_____, hereinafter "Homeowner", owns property located at _____ ("Property"). This Property is served by the Powder Mountain Water and Sewer Improvement District ("PMWSID").

On _____ (date), Homeowner suffered a loss and resulting in damages at the Property as the result of a break, leak, sewer backup or other failure of District facilities. This loss was not due to the negligence or failure to undertake routine maintenance by the Homeowner. The failure was not due to the fault of PMWSID.

Homeowner timely notified PMWSID of the loss and timely filed a claim with his/her homeowner's insurance policy. Homeowner verified that at the time of the loss there was a valid and enforceable homeowner's insurance policy in place, but that the insurance carrier has denied said claim in whole or in part. Homeowner has provided PMWSID a complete copy of the homeowner's insurance policy and the denial from his/her homeowner's insurance carrier.

Upon receiving notice of the loss, PMWSID placed its insurance carrier(s) on notice. To date, no insurance carrier has provided coverage for the claim.

The parties agree that PMWSID is not responsible in law or in equity for the loss or the resulting damages to the Property and has no obligation whatsoever to take any action or make any payments. However, in the interest of providing superior service to its clients, PMWSID has agreed to make the following voluntary payment to Homeowner subject to the terms and conditions set forth herein this Agreement.

1. Homeowner shall provide a complete copy of his/her homeowner's insurance policy and a copy of the denial for the loss;
2. Homeowner shall provide a copy of a minimum of two independent bids for repairs from licensed contractors.
At its discretion, PMWSID, may require a third bid be performed. PMWSID makes no recommendations as to the use or non-use of a particular contractor, nor does it evaluate the repairs.

Suggested in the bid as being sufficient to fully repair Property, nor does it accept any liability or responsibility for making payment directly to contractor(s);

3. If Property is owned by more than one person, all owners must sign this Agreement prior to any payment being issued;
4. To the fullest extent permitted by law, Homeowner shall release, indemnify, defend, protect and hold harmless PMWSID from any and all claims, demands, losses, liabilities, judgments, causes of action, costs and expenses arising out of PMWSID's voluntary payment under this Agreement;
5. By accepting the voluntary payment from PMWSID, Homeowner hereby releases PMWSID in full and accepts any and all responsibility for the potential tax implications of accepting such payment;
6. PMWSID will make voluntary payment of \$ _____ to Homeowner, or the bid repair price, whatever is **less**. In no instance shall PMWSID make a voluntary payment of more than \$ _____ to Homeowner.
7. By accepting the voluntary payment amount set forth below, Homeowner releases, waives, discharges and covenants not to sue PMWSID and accepts the payment amount set forth below as full and final payment and settlement of any and all claims, including any claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.
8. The partial or complete invalidity of any one or more provisions of this Release shall not affect the validity or continuing force and effect of any other provision.
9. This agreement shall not be considered as precedent for any other non-liability damage payment by PMWSID.

In consideration of the above, PMWSID agrees to make voluntary payment in the amount of \$ _____ to Homeowner.

Knowing and Voluntary Execution: I have carefully read this Agreement, fully understand its contents, and agree to be bound to all the terms and conditions set forth above.

Signed: _____
Homeowner

Dated: _____

Print Name: _____

Signed: _____
Homeowner

Dated: _____

Print Name: _____

Schedule 1

FEDERAL CATEGORICAL PRETREATMENT STANDARDS AS PROMULGATED BY U.S. EPA

See 40 CFR part 403 General Pretreatment Regulations

Schedule 2

Schedule 2A

CONTROLLED ADMISSABLE POLLUTANTS

Schedule 3

FEES AND CHARGES