WEST GLENWOOD SPRINGS SANITATION DISTRICT

RULES AND REGULATIONS

Effective July 15, 2026

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ARTICLE I
GENERAL POLICY, POWERS AND REGULATIONS

1.00 Scope and Purpose: These Rules and Regulations shall govern the District's management and administration, and operation of the Sewer System, and shall serve the public in securing the District inhabitants' health, safety, prosperity, security and general welfare.

1.01 District Power: The District's rights, powers, privileges, authorities, and functions are set forth in applicable law including, without limitation, the Colorado Special District Act, *C.R.S. § 32-1-101 et seq*. Without limiting the generality of the forgoing, the District has the power: to enter into contracts and agreements; to sue and to be sued; to incur indebtedness with an election; to issue revenue obligations or refund outstanding indebtedness without an election; to fix and from time to time increase or decrease fees, rates, tolls, or charges for services, programs, or facilities furnished by or available from the District, and to pledge such revenue for the payment of any indebtedness of the District; to certify the levy and direct the collection of ad valorem property taxes; to acquire, dispose of, and encumber real and personal property, and any interest therein, including leases and easements; and to manage, control, and supervise the District's business affairs, and the construction, installation, operation, and maintenance of the Sewer System improvements within the District.

1.02 Penalty: Unless otherwise specifically stated, the penalty for violation of any of these Rules and Regulations shall be a fine of $500.00 for each day the violation continues. In addition, the Customer shall reimburse the District's actual costs, or damages incurred as a result of the violation, including, without limitation, legal and engineering fees.

1.03 Organization of Board and Designation of Officers: The District is governed by a Board of Directors. The Board shall elect one Director as president of the Board and one Director as secretary. Any vacancy on the Board shall be filled by appointment by the remaining Director(s). The appointee shall serve until the next regular election, at which time, the vacancy shall be filled by election for any remaining unexpired portion of the term.

1.04 Ownership: Upon acceptance by the District, all Sewer Mains that connect with and form an integral part of the Sewer System shall become the District's property and responsibility; provided, however, the Board reserves the right to determine, in its sole discretion, whether acceptance of Sewer Mains is appropriate in all circumstances. Said ownership will remain valid whether the District or other Persons construct, finance, pay for, or otherwise acquire the Sewer Mains.

A. That portion of all existing and future Service Lines extending from the Sewer Main to each unit or building connected with and forming an integral part of the Sewer System shall be the Customer's privately-owned facilities. The Customer shall bear the expense of installing, maintaining, repairing,

and replacing said Service Line whether the District or another Person constructs, finances, pays for, or otherwise acquires the Service Lines.

B. Notwithstanding the foregoing, the District reserves and shall at all times have a right of access to all Service Lines and other facilities necessary for the District to carry out its lawful functions.

1.05 Liability: The District shall not be liable or responsible for interruption of Sewer Service. No damages shall be claimed against the District for the: breaking of any sewer line or connection by a third party, whether or not such third party relied on As-Built Drawings for the location of stub outs or sewer lines; breaking of any sewer line by any District employee or agent; unauthorized acts of any District employee; making of connections or extensions; broken or frozen Service Lines or other facilities not owned by the District; or for doing anything to the Sewer System that the Board deems appropriate. The District may disconnect sewer service at any time, for any reason including, but not limited to, any violation of these Rules and Regulations or Board policies as set forth in the District minutes. Nothing in these Rules and Regulations shall constitute a waiver of the Governmental Immunity Act (C.R.S. § 24-10-101, et seq.). Without limiting the generality of the forgoing, no claim for damage shall be made against the District for the following:

A. Blockage in the Sewer System causing the backup of Sewage, whether or not the District caused said blockage;

B. Damage caused by "smoking" of lines to determine drainage connections to District lines;

C. Sewer Main breakage by District personnel or third parties;

D. Sewer service interruption or resulting conditions where said interruption is requested by the claimant, an electrical service interruption or by circumstances beyond the District's control.

1.06 Powers and Authority of Agents: Authorized Representatives may enter upon all properties for the purpose of inspection, observations, measurement, sampling, and testing, or any other reasonable purpose in accordance with these Rules and Regulations. The right of entry shall include the right of Authorized Representatives to verify fixtures and use of areas or read or otherwise gather data from water meter(s) on a Customer's property in order to assist the District in analyzing the Customer's individual Sewage production. Upon request, a Customer shall provide the District with any applicable water meter records documenting the Customer's water usage and shall consent to the District obtaining the Customer's water meter records from applicable entities possessing such records.

A. An application for sewer service shall be consent to the District's entry and to obtaining water usage records as set forth above. Reasonable notice

must be given prior to entering a Customer's property, which shall occur during reasonable business hours, unless an emergency exists. Subject to the above provisions, all owners and tenants of property connected to the Sewer System shall be deemed to have agreed to the above described entry.

B. In order to facilitate proper accounting of water use records, if the District determines that it is necessary to separately measure the water use data for a particular class of use located on a Customer's property, the District may, in its sole discretion, require the Customer to install a sub-meter by which water flow to the individual class of use can be separately measured. A remote readout shall be installed with all such sub-meters. The Customer shall be responsible for the installation, maintenance and repair of the sub-meter, and any defective or inoperable sub-meter shall be repaired or replace within thirty (30) days following the District's discovery or notice of the need of such repair. If the Customer does not repair or replace a defective sub-meter within the 30-day period, the District may complete such repair or replacement at the Customer's expense.

1.07 District Action at Customer Expense: These Rules and Regulations require Customers to take certain actions at their own expense. If a Customer fails or refuses to take such action, the District shall mail a written notice to the Customer or the owner of the property on which District service is or will be received. The notice shall request that the required action be taken within the time specified in the applicable Rule or Regulation or, if no time is specified in these Rules and Regulations, then within the time set forth in the notice. If the Customer fails to act within the allotted time, the Customer shall be subject to a penalty for violation of these Rules and Regulations. The District may, but is not obligated to, take the required action and bill the expense to the Customer. If the District must act immediately to protect the health, safety, and welfare of the general public, the District may act without notice to the Customer and bill the expense to the Customer. The District may pursue all remedies granted to it by these Rules and Regulations and Colorado law to collect the amounts due from the Customer.

1.08 Waiver for Cause: The Board of Directors may waive or modify any requirement, penalty, or liability for costs imposed by these Rules and Regulations by motion made and passed at a regular or special Board meeting and recorded in the minutes of that meeting. Such waiver or modification shall be only for good cause shown in an application to the Board, must not cause harm to other Customers, and must not violate applicable law. Good cause shown includes but is not limited to:

A. Evidence that strict enforcement would result in severe hardship, financial or otherwise, which would outweigh the benefits of such strict enforcement; or

B. Evidence that the applicant will provide or has provided a benefit to the District which outweighs the positive impacts of strict enforcement; or

C. The Customer was acting in good faith and responded in a timely manner.

1.09 Effective Date: These Rules and Regulations shall become effective January 1, 2020.

1.10 Amendment: The Board may amend these Rules and Regulations at any time and such amendment shall be effective immediately upon adoption by the Board, or as the Board may otherwise prescribe.

1.11 Inspection or Purchase of Rules and Regulations: These Rules and Regulations shall be available to the public for inspection at the District's office or the offices of the Attorney for the District. A copy shall also be available for purchase at a price listed in Appendix A.

ARTICLE II
DEFINITIONS

As used in these Rules and Regulations, the following terms have the meanings given to them in this Article II.

2.00 **"Actual Cost"** means all direct costs applicable to the District's acts including labor, surveys, construction, preliminary and design engineering, inspection, construction observation, administrative and legal costs, plan approval fees, As-Built Drawings, and other costs necessary for the administration and enforcement of these Rules and Regulation and Sewer System operations.

2.01 **"Applicant for System Extension"** means any Person submitting an application to connect to the Sewer System including, without limitation, a sub-divider, a Developer or a property owner.

2.02 **"Appurtenant"** means belonging to, accessory, or incident to, adjunct, appended or annexed.

2.03 **"As-Built Drawings"** means accurate drawings representing the final installed location of sewer system lines or other sewer facilities which have been installed in accordance with an agreement or understanding with the District, and further described in Part I, Section 3.05 of the Technical Specifications and Procedures of the District in Appendix B.

2.04 **"Authorized Representative"** means a Person employed or designated by the Board of Directors to conduct activities and other duties on behalf of the District.

2.05 **"Bedroom"** means any room in a building or other structure which could be used predominantly for sleeping accommodations.

2.06 **"Board of Directors"** or **"Board"** or **"District Board"** means the Board of Directors duly elected to act as the governing body of the District.

2.07 **"Connection"** means any Service Line connection to a pre-approved stub-out or a Sewer Main, regardless of whether use commences at the time of connection, and regardless of whether the Service Line is connected to the structure to be served.

2.08 **"Contractor"** means any Person performing work or furnishing materials within the District who must hold the relevant license(s) to do so.

2.09 **"Customer"** means any Person connected or authorized to connect to the Sewer System under a permit issued by the District.

2.10 **"Dedication"** means an appropriation of an interest in land or chattels for public or District use, made by the owner, and accepted for such use by the public, or by the

District on behalf of the public.

2.11 **"Deposit"** means cash, letters of credit, payment, or performance bonds, or other security for performance, as required by these Rules and Regulations, or as approved by the Board in its sole discretion.

2.12 **"Developer**" means any Person who seeks to have land served by the District.

2.13 **"District"** means the West Glenwood Springs Sanitation District, a quasi-municipal corporation and political subdivision organized in District Court, Garfield County, Colorado Civil Action No. 5433 (1900CV5433) and acting, by and through its Board of Directors pursuant to the Colorado Special District Act, *C.R.S. § 32-1-101 et seq.*

2.14 **"District Boundaries"** means a perimeter description of the property contained within the boundaries of the District as presently existing or property included pursuant to a Petition for Inclusion which is approved by the District and for which the District Court approves an Order for Inclusion. Property contained within the District Boundaries shall be subject to District taxation, including the imposition of a mill levy.

2.15 **"District Charges"** mean Tap Fees, service charges, surcharges, inactive tap service charge, cost recovery fees, fines for violation of these Rules and Regulations, together with late charges and interest on delinquencies, and the District's cost and expenses incurred to collect any amount due, enforce or take any action permitted under these Rules and Regulations including, without limitation the District's attorneys' fees and costs.

2.16 **"District Court"** means the Garfield County District Court.

2.17 **"District Engineer"** means a Person that has been employed or contracted with to do engineering work for the District.

2.18 **"Duplex"** means a residential structures composed of two joined Single-Family Residential Units.

2.19 **"Ejector Pump"** also known as a **"Grinder Pump"** means a pump that serves an individual service connection to convey Sewage to the Sewer Main. All individual Ejector Pumps are privately-owned and are not maintained by the District.

2.20 **"Equivalent Residential Unit" or "EQR"** is the standard of measurement the District uses to calculate fees based on the estimated **maximum** hydraulic and chemical characteristics of the discharge of a single-family home with a statistical average of three (3) persons which is equivalent to three hundred (300) gallons of water per day.

2.21 **"Inclusion"** means the act of attaching, adding, joining, or uniting a parcel of land to the legal boundaries of the District.

2.22 **"Inspection Fee"** means the costs to be paid by the Customer or Developer for the District Engineer's or Authorized Representative's time associated with construction inspection or observation services as set forth in Appendix A.

2.23 **"Kitchen"** means any room used to cook, heat, or prepare food, as may be evidenced by the use or existence of any of the following items: sink, refrigerator, place for food storage, stove, oven, microwave oven, or hot plate. The Board reserves the right, in its discretion, to designate a given room within a residence as a kitchen; provided, however, that the existence of a stove, oven, or microwave oven within a room also containing a sink, or refrigerator shall conclusively establish said room as a kitchen.

2.24 **"Line Connection Agreement"** means an agreement between the District and a Customer which identifies the terms and conditions by which a Developer or Customer is permitted to connect to the Sewer System and receive sewer service therefrom.

2.25 **"Main Extension Agreement"** means an agreement between the District and a Person that identifies the terms and conditions by which the parties agree to extend the Sewer System and permit the Person to connect to the Sewer System and receive sewer service therefrom.

2.26 **"Main Extension Cost Recovery Agreement"** provides a means to support the Board of Directors' philosophy that "Development pays its own way without burdening the District", while the Developer obtains a right to collect a portion of their expense from future benefactors. The amount of cost recovery is pursuant to these Rules and Regulations and as determined by the Board of Directors, based on the size in acres of the property to be served or that can be served by the new extension, the zoning of the property, the existing and potential uses of the property, the potential EQR demand from the property, and any other similar, relevant factors which the Board believes should be considered.

2.27 **"Multi-Family Residential Unit"** means apartments, condominiums, townhouses, and similar facilities in the same complex.

2.28 **"Person"** means any individual, limited liability company, society, corporation, association, partnership, organization, group, or other private or public entity.

2.29 **"Secondary Residential Units"** means guest houses, separate apartments attached to Single Family Residential Units, accessory dwelling units, and other separate residential units associated with Single Family Residential Units and containing their own separate kitchens.

2.30 **"Service Line"** means the pipe or line owned, maintained and repaired, and which is the sole responsibility of the Customer, used to carry Sewage from the structure served to a Sewer Main. Absolutely no storm or rain gutter water is allowed to connect to a Service Line.

2.31 **"Sewage**" means any liquid waste which may contain organic or inorganic material in suspension or solution originating within residential, commercial, or industrial structures, which is discharged into the Sewer System.

2.32 **"Sewer Main"** means a pipe or line owned by the District and installed in a public street or dedicated easement.

2.33 **"Sewer System"** means all facilities owned by the District and used for collecting, pumping, treating, and disposing of Sewage.

2.34 **"Single Family Residential Unit"** means any single-family dwellings, individually billed mobile homes, mobile homes on individual lots, and mobile homes established as permanent residences which have no more than one (1) kitchen.

2.35 **"Tap"** or **"Sewer Tap"** means the Service Line connection to a pre-approved stub out or Sewer Main.

2.36 **"Tap Fee (System Improvement Fee)"** means the fee charged for connecting to the Sewer System which represents the Customer's investment in the Sewer System.

2.37 **"Tap Permit"** means the District's written permission for the connection to and discharge into the Sewer System given pursuant to these Rules and Regulations through a specified Sewer Tap.

2.38 **"Testing"** means the analysis of Sewage samples, or verifying the functionality of construction of sanitary sewer lines and appurtenances.

2.39 **"Unauthorized Connection"** means any connection to the Sewer System without approval from the District pursuant to these Rules and Regulations.

2.40 **"Violation"** means any failure to follow, uphold, or comply with the requirements of these Rules and Regulations, intentionally or unintentionally, by act of commission or omission, whether or not the Customer knew of the existence of the Rule or Regulation. Unless otherwise stated, each day that a Violation exists or continues shall be considered a separate Violation, subject to the penalties which apply.

ARTICLE III
SEWER SYSTEM USE, CONDITIONS AND RESTRICTIONS

3.00 Use of Sewer System: No Person shall use, alter, or otherwise disturb any Sewer Main or Sewer System without first obtaining a Tap Permit from the District. All work upon or in connection with any portion of the Sewer System or any Service Lines or facilities which connect thereto shall be by a Contractor and shall be made in accordance with these Rules and Regulations, the specifications and procedures set forth in, and all federal, state, county and local requirements. There shall be no shared use of Service Lines unless specifically authorized by the District with appropriate shared use agreements appurtenant to the properties served. No storm water shall be discharged into a Service Line. **Every Service Line connected to the Sewer System must be inspected by an Authorized Representative and have a proper tracer wire installed before it is covered**. The fees set forth in Appendix A shall be charged for such inspections, which shall be performed upon receipt of at least 24 hours' notice to the District. If a permanent connection to the Sewer System is covered before inspection or the tracer wire missing, it must be excavated by the Customer for inspection at their expense. If the connection is not excavated for inspection within ten (10) days after the District's request is sent, the District will excavate and inspect the connection at the Customer's expense. The Customer shall provide the District an As-Built Drawing meeting the requirements of Appendix B showing the location of the Service Line, including the distance from the nearest manhole to the Sewer Main Tap and the alignment of the Service Line from the Sewer Main to the structure(s) served.

3.01 Responsibilities of Customers: Each Customer shall be responsible for maintaining the entire length of the Service Line serving the property and shall maintain the property in such a manner as to prevent damage to the Sewer System. Customers must repair Service Line leaks, stoppage, or breaks in a Service Line within seventy-two (72) hours after knowledge of such condition or notification by the District. If satisfactory progress toward repairing said leak, stoppage, or break has not been completed within such time period, an Authorized Representative may shut off the Customer's water service until the sewer leaks, stoppage, or breaks have been repaired. The Customer consents to the District's or other appropriate water service provider's authority to shut off a Customer's water service for such purposes by virtue of the Customer's connection to and use of the Sewer System. Any provision herein to the contrary notwithstanding, the District may, but is not required to, take immediate steps to repair any Service Line leak, stoppage or break which the District, in its sole discretion, considers to constitute a health hazard or emergency. In such event, the District shall recover the Actual Costs from the Customer owning the Service Line. If the Customer fails to pay any costs for which the Customer is responsible within thirty (30) days of the District mailing notice thereof, the District may take such action as is necessary to collect such costs, including the imposition and foreclosure of a lien on the Customer's property and recovery of all the District's collection costs, late charges and interest together with

its reasonable attorneys' fees.

3.02 Tap Permit Provisions: Sewer Tap Permits allow connection to and discharge of Sewage into the Sewer System not otherwise restricted or prohibited by these Rules and Regulations. Spot discharges of recreational vehicle wastes, portable toilet wastes, or any other wastes, and discharges of swimming pool water are generally prohibited unless specifically authorized by the Tap Permit or other written permit. The Tap Permit for swimming pools shall specify the hours when and the rate (expressed in gallons per minute) at which such pools may be drained into the Sewer System and may include limits on the amount of chlorine (expressed as MG/L) in such discharge.

3.03 Discharge Restrictions - General: Except as hereinafter provided, no Person shall discharge, or cause to be discharged, to any Sewer Main, any waste prohibited by these Rules and Regulations, or any harmful waters or wastes, whether liquid, solid, or gas, capable of causing obstruction to the flow in Service Lines, damage or hazard to structures, equipment or personnel of the Sewer System; inhibiting the biological activity in the wastewater treatment plant; otherwise interfering with the Sewer System's proper operation; constituting a hazard through exposure to sewer effluent; or causing violation of federal, state or local laws.

3.04 Discharge Restrictions - Prohibited Wastes: No Person shall discharge or cause to be discharged into the Sewer System the following wastes:

A. Water from swimming pools, hot tubs, storm drains, roof runoff, drainage collection systems, foundation drains, sumps, surface runoff, sub-surface drainage, or cooling processes.

B. Any oil, grease, or other similar petroleum product which is not water soluble. Such prohibited wastes shall include diluted wastes of such nature, including but not limited to, water or wastes containing grease, oil, hydrocarbons, fatty acids, soaps, fats, or waxes which exceed 50 mg/l as determined by solvent (Freon) extraction.

C. Explosive materials, including but not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides. Such limitation shall additionally include any waste capable of raising the Lower Explosive Limit (L.E.L.) of the ambient atmosphere in any Service Line to five percent (5%) for any two successive readings or to ten percent (10%) for any single reading on an explosion hazard meter.

D. Any solid or viscous substances in quantities or sizes capable of causing obstruction to the flow in the Service Lines or other interference with the Sewer System's proper operation, such as, but not limited to, ashes, clothing(to include "Flushable Wipes"), cinders, sand, mud, straw,

shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, cattle manure, hair and fleshings, entrails, grit, brick, cement, onyx, carbide, and shredded or whole paper products other than tissue, toilet paper, and other products intended for toilet disposal.

E. Any waste having a temperature higher than one hundred fifty (150) degrees Fahrenheit (66EC).

F. Any waste having a pH value lower than 5.5 or greater than 9.0.

G. Any toxic substance, or substance requiring pretreatment, as those terms are defined in 40 Code of Federal Regulations § 403, as amended from time to time, unless otherwise covered under this Section.

H. Any radioactive wastes, isotopes, or chemical or biological wastes.

I. Any noxious or malodorous substance capable of creating a public nuisance.

J. Any animal wastes.

K. Any wastes having a color concentration in excess of thirty (30) color units, based on the Platinum Cobalt Scale.

L. Any wastes having a flash point lower than one hundred eighty-seven degrees Fahrenheit (187EF) (86EC) as determined by the Tagliabue (Tag.) closed-cup method.

M. Any waste having a five (5) day Biochemical Oxygen Demand which may contain more than 1,000 parts per million by weight as averaged during any twelve (12) hour period.

N. Any wastes containing phenolic compounds over 5 mg/1 expressed as phenol.

O. Any cyanides or compounds capable of liberating hydrogen cyanide in excess of 1 mg/l expressed as hydrogen cyanide from any individual outlet.

P. Any wastes containing sulfides over 3 mg/l expressed as hydrogen sulfide.

Q. Any waste containing formaldehyde over 0.06 mg/l.

R. Any wastes containing toxic or poisonous substances having a twenty-four (24) hour proportionate composite sample concentration, at point of discharge, in excess of the following:

1.	Chromium	as	Cr	7.5 mg/l
2.	Copper	as	Cu	4.5 mg/l
3.	Nickel	as	Ni	15.0 mg/l
4.	Cadmium	as	Cd	1.2 mg/l
5.	Zinc	as	Zn	12.0 mg/l
6.	Iron	as	Fe	15.0 mg/l
7.	Lead	as	Pb	15.0 mg/l
8.	Arsenic	as	As	0.25 mg/l
9.	Manganese	as	Mn	0.25 mg/l
10.	Selenium	as	Se	0.05 mg/l
11.	Silver	as	Ag	0.25 mg/l
12.	Mercury	as	Hg	0.10g/l

S. Any waste that would cause a violation of the District's Discharge Permit.

3.05 Discharge Restrictions - Special Review: Upon a Customer's written application, the Board of Directors may specially review a request to discharge into the Sewer System any prohibited waste. Said application shall include an analysis of the types, amounts, concentrations, and times of discharge of each prohibited waste and any other substance the District deems necessary, and an analysis of the impact of such discharge on the Sewer System. The District may, at its sole discretion, complete its own testing of certain discharges and the Customer shall reimburse the District for those tests. After consultation with the District Engineer and Plant Superintendent, the Board may, in its sole discretion, allow discharge of the prohibited waste, provided such discharge does not violate, or cause the District to violate, federal, state, county or local laws.

A. If approved, the Board may prescribe the times, places, concentrations, total amounts, fees and charges, and any other conditions under which such prohibited waste may be discharged. The Board may require the Customer to provide, at its expense, such pretreatment facilities as may be necessary to treat such prohibited waste prior to discharge to the Sewer Main. Plans, specifications, and any other pertinent information relating to proposed pretreatment facilities shall be submitted for the approval of the District and of the Colorado Department of Public Health and Environment, and no construction of such facilities shall be commenced until such written approval is obtained. Where pretreatment facilities are provided for any prohibited waste, they shall be operated and maintained in continuously efficient operation by the Customer, at its own expense.

B. When required by the District, the Customer shall install and maintain, at its expense, a suitable control access hole in the Service Line to facilitate

observation, sampling and measurement of the wastes. If no special access hole has been required, the control access hole shall be considered to be the nearest down-stream access hole in the Sewer Main to the point at which the Service Line is connected.

C. All measurements, tests, and analysis of the characteristics of waters and wastes shall be determined in accordance with "Standard Methods for the Examination of Water and Wastewater," latest edition, and shall be determined at the control access hole, or upon suitable samples taken at said control access hole. Test results shall be available to the Customer at the District office.

3.06 Grease Traps, Oil Separators Required: Certain dischargers, and specifically food service providers, shall install grease traps or oil separators as part of their connection to the Sewer System when, in the opinion of the District, they are necessary for the proper handling of prohibited waste or liquid wastes containing grease in excessive amount, or any flammable wastes, sand and other harmful ingredients. Grease, oil and sand interceptors shall be of a design set forth in Appendix B-II-6.00 or in the Uniform Codes as adopted by the relevant local jurisdiction, whichever is more restrictive. Where installed, they shall be operated, cleaned and maintained at least annually, repaired, and replaced at the Customer's expense to be in continuously efficient operation at all times. The Customer shall keep maintenance records stating the date and time of service, name of service provider, description of the service rendered, and the date, time and results of all inspections performed. Such records shall be submitted to the District annually by September 1st and made available to the District for inspection upon request.

A. The following best management practices shall be followed by food service providers to reduce the amount of fats, oil and grease released through kitchen activities:

i. Implement an employee training program designed to educate workers on the problems associated with fats, oils and grease and methods available for its control.

ii. Scrape waste food into garbage can/minimize garbage disposal use.

iii. Pour all liquid grease and oil from pots and pans into a waste grease bucket stored at the pot washing sink. Empty congealed contents to a garbage can.

iv. Use "dry" cleanup methods, including scraping or soaking up fats, oil and grease from plates and cookware before washing.

v. Install and maintain mesh screens over all sink and floor drains.

vi. Pre-wash plates by spraying them off with cold water over an in-sink catch basin that can be emptied to a garbage can.

vii. Use an outside waste oil and grease disposal/recycling bin.

B. The District may perform periodic inspections to verify the use of the above best management practices. The grease interceptor is required to insure a cleaner discharge to the Sewer System and using best management practices will reduce the pumping requirements of the grease interceptor tanks.

3.07 Notice Required for All Service Line Cleaning: No Person shall clean any Service Line without providing the District at least forty-eight (48) hours' notice of such cleaning to discuss the plan for collecting downstream debris and schedule the time of cleaning for District inspection. Any emergency Service Line cleaning shall utilize the District's after-hours contact number to accomplish the intent of this section.

3.08 Protection from Damage; Violations of Rules and Regulations: No Person shall break, damage, destroy, uncover, deface or tamper with any portion of the Sewer System.

A. Any Person who violates this Section may be charged pursuant to applicable State statute or local regulation, and if convicted, shall be fined in an amount as established by the court for each Violation. In addition to any other applicable penalties under these Rules and Regulations, any Person violating this Section shall be subject to a fine of $1,000.00 per occurrence.

B. Any Person violating any of the provisions of these Rules and Regulations shall, in addition to any and all other remedies and penalties provided for herein or at law or equity, be liable for any expense, loss or damage resulting from such Violation, including attorneys' fees and engineering costs.

ARTICLE IV
APPLICATION FOR SERVICE

4.00 Inclusion: Except as otherwise provided in these Rules and Regulations, service shall be provided only to Persons whose property is included within the District. It shall be incumbent upon the applicant to furnish evidence of inclusion whenever requested by the District.

A. An Applicant owning land both within and outside the District Boundaries, who desires service, must include into the District all of its land contiguous to the parcel upon which service is desired, unless the District determines, in its sole discretion, otherwise. The District's standard form of inclusion petition will be furnished to the applicant upon request. The Applicant shall be required to execute a Special Fee and Cost Reimbursement Agreement prior to the District's review of the petition. Property inclusions shall be pursuant to C.R.S. § 32-1-401, *et seq*. The Applicant shall be responsible for all of the District's costs, including legal and engineering fees, publication and recording costs and all other actual costs, incurred as a result of an inclusion petition.

B. Any Applicant for inclusion may be required to enter into a pre-inclusion agreement with the District pursuant to C.R.S. § 32-1-402(1)(c) as a condition of the District's approval of the inclusion petition. Said pre-inclusion agreement shall set forth the Applicant's and District's respective rights and obligations with respect to fees, charges, Sewer Main construction, and other terms and conditions under which the Applicant's property may be included in the District. Any inclusion petition, or pre-inclusion agreement that the District provides to the Applicant shall be signed and returned to the District within forty-five (45) days following its receipt. If the Applicant does not return the executed pre-inclusion agreement to the District within forty-five (45) days from receipt thereof, the District's prior approval of the agreement shall be null and void and of no further force and effect, and a new request for approval of the inclusion petition, or pre-inclusion agreement shall be required.

4.01 Service Outside the District: The District may, in its sole discretion, furnish service to properties located outside the District Boundaries, but under no circumstances shall the District construct any Sewer Mains at its expense to service such properties. No service shall be provided to properties located outside the District Boundaries, except upon the express written consent of the District.

A. Service charges and Tap Fees for furnishing sewer service outside the District Boundaries shall be at the minimum rate of one and one-half times the current service charges and Tap Fees for in-District service as provided for in the Fee Schedule in Appendix A, or as the District and Customer may agree.

B. These Rules and Regulations shall be applicable to all Persons outside the District Boundaries who are furnished sewer service by the District. No Sewer System connection shall be permitted until the property owner agrees in writing to comply with the Rules and Regulations and shall have granted the District lien rights as provided in C.R.S. § 32-1-1001(1)(j).

4.02 Application for Sewer Service: Any Person who desires sewer service from the District shall submit an application for sewer service along with any supporting documentation the District requires.

A. The application shall be on the District's standard form, available from the District's Administrator, and shall contain at a minimum the following information:

i. Applicant's name, address, and phone number;

ii. Name, address, and phone number of owners of the property where said Service Line connection is to be made or laid;

iii. Location of the proposed Connection and Service Lines;

iv. Size and type of material to be used and any other information required by these Rules and Regulations governing the particular installation proposed;

v. Statement as to the type of connection and type of materials to be discharged into the Sewer System;

vi. The Applicant's consent to entry, water use record availability and consent to water shut off pursuant to these Rules and Regulations;

vii. Information about the structure(s) to be served to calculate the EQR of sewer service requested;

viii. The Applicant's consent to abide by and be bound by these Rules and Regulations, as amended from time to time.

B. The application shall be accompanied by all Tap Fees and any other fees or deposits required by these Rules and Regulations.

C. Each application for sewer service is subject to the District's approval. In order to obtain such approval, the Applicant shall submit such information that the District may require.

D. Upon application approval and Tap Fee payment, the District shall issue the

Applicant a Tap Permit containing all the information contained in the application. No Tap shall be allowed until: the required Tap Fee has been paid; a Tap Permit has been issued; and any and all other applicable fees have been paid. Tap Fees shall be non-refundable, unless the Board expressly agrees otherwise.

4.03 Denial of Service Application: The District reserves the right to deny a service application for any or all of the following reasons:

A. There has been misrepresentation in the application as to the property and fixtures contained in the property

B. The proper fees have not been paid;

C. The service applied for would create an excessive demand or adverse impact on the Sewer System, unless the Applicant proposes a means to eliminate such excessive demand or adverse impact to the satisfaction of the District;

D. The Applicant has violated these Rules and Regulations;

E. The District does not have any remaining, uncommitted capacity in the wastewater treatment plant, or the facilities to be utilized by the Applicant, as determined by the District;

F. The Sewer System has not been constructed in the vicinity of the proposed service.

4.04 Change in Customer Service: A Customer shall file an amended application for Sewer Service with the District prior to increasing the size of a structure served by the District or the type of service received. Examples of such changes are the construction of additions to houses or other buildings, changes in use of an existing structure, or additional connections to Sewer Mains. The District shall collect any additional Tap Fees, or service charges due and owing retroactive to the date of any such change. Purchasers of real property in the District are strongly encouraged to verify that the amount and type of service for which the District is currently charging is consistent with the type and amount of service which the seller purports to have paid for and wishes to convey. At any time, the Board may review actual sewer usage to determine if such actual usage is greater than that implied by the number of EQR units assessed to the Customer at the time the application for sewer service was accepted. Winter water use records of November through April may be utilized for this purpose. Any time the Board determines to evaluate or re-evaluate the appropriate EQR value assessed to a particular Customer, the Customer shall reimburse the District for the actual costs of that review. If the Board finds greater actual sewer usage, the Customer shall be assessed a greater number of EQR units to reflect actual sewer usage. In no event shall a refund, credit, or rebate of Tap Fees or Main Extension Cost Recovery Fees previously paid

be permitted in the event of a decrease in the type or amount of service.

4.05 Prohibition on Transfer of EQR Credits: EQR credits purchased directly from the District are considered appurtenant to the structure, or land for which they were obtained and are not transferrable.

4.06 Service Application for Subdivision Developers: Any Developer who desires sewer service for a subdivision shall submit a written request to enter into a Sewer Main Extension Agreement to the District. All Developers shall be required to execute a Special Fee and Cost Reimbursement Agreement with the District prior to its review of the application. The Developer shall comply with all conditions of Article V (Sewer Main Extensions) of these Rules and Regulations.

4.07 Temporary Connections: At the Board's discretion, temporary connections to the Sewer System may be permitted, pursuant to terms and conditions established by the Board. Any person wishing to make a temporary connection must obtain a Tap Permit before making any connection and shall be subject to inspection by an Authorized Representative. Temporary connection of construction trailers or non-permanent construction buildings to the Sewer System may be made for periods not to exceed six months, or such longer period as the Board may approve. At the time of making the application for sewer service, the applicant shall either pay the Tap Fee for 1.0 EQR of sewer service or demonstrate that a Tap Fee for at least 1.0 EQR of sewer service has been paid for the building under construction. The construction trailer or non-permanent construction building shall thereafter be assigned an EQR value of 1.0 for purposes of calculating monthly sewer service charges, which charges shall be assessed at two (2) times the monthly rate then in effect.

4.08 Turn-Off Service: Customers desiring that their service be turned off, disconnected, or blocked for such purposes as vacancy of rental property, inactive taps or construction shall pay the fees set forth in the Fee Schedule in Appendix A, including reimbursing the District for any Actual Costs attributed to such disconnection. If any Customer fails to pay the applicable fees as set forth herein for a period of twelve (12) months, the tap shall be abandoned, and payment of a new Tap Fee shall be required prior to restarting service. Any unauthorized reconnection, unblocking, or turning back on of water or sewer service after it has been disconnected, blocked, or turned off pursuant to this Section shall constitute a Violation.

4.09 Reimbursement of Costs And Fees to District: Any Person requesting inclusion or exclusion of property from the District, constructing a line extension project, or undertaking any other activity requiring preparation of plats or plans, legal and engineering review and advice, inspections, filing or recording fees, or other out-of-pocket expenses by the District shall be required to reimburse the District for all such costs and fees. Such Person shall be required, prior to commencement of the project or activity, to enter into a Special Fee and Cost Reimbursement Agreement

substantially similar to that set forth in Appendix C. Pursuant to that agreement, the Person shall make such deposit as the Board deems appropriate.

ARTICLE V
SEWER MAIN EXTENSIONS

All Sewer Main extensions shall be made under the observation of the District Engineer and constructed according to the specifications and procedures set forth in, these Rules and Regulations, and all federal, state, county and local requirements.

5.00 Sewer Main Sizes: The minimum size Sewer Main shall be 8 inches in diameter, except as specifically authorized by the District.

5.01 Sewer Main Extension/Connection Agreements: All Sewer Main extensions shall require the execution of a Sewer Main Extension Agreement in a form approved by the District's attorney and the Board, prior to the commencement of any construction or the recordation of a final plat. Such Agreement shall set forth the respective rights and obligations of the parties regarding the provision of sewer service to the subject property.

A. Any Sewer Main Extension or Line Connection Agreement approved by the District shall be executed and returned to the District by the Applicant within forty-five (45) days of approval.

B. If the Applicant fails to execute and return the Sewer Main Extension or Line Connection Agreement within forty-five (45) days of approval, the agreement shall be void, and a new request for approval shall be required.

5.02 Location of Sewer Main Extensions: Sewer Main extensions shall be installed in roads or streets which the City, County, State Highway Department, HOA, or other public agency has accepted for maintenance as public right-of-way, or in easements granted to the District. Prior to the District's acceptance of Sewer Mains, all easements necessary for the installation and maintenance of such mains, shall be platted or conveyed to the District by warranty deed, as appropriate, duly recorded in the Garfield County real estate records.

5.03 Procedure for Sewer Main Extension Construction by Developer: Final design plans for Sewer Main extensions shall be submitted to the District for its review and approval along with an application for a Sewer Main extension no later than the date of preliminary plan submittal to the County or City. The plans shall be reviewed and approved for compliance with the District's service plan and Rules and Regulations, and the Developer shall be responsible for the costs associated with the District's determination of compliance.

A. Security/Sewer Improvements Guaranty: Subject to the exemption listed below, before recording a final plat, the Developer shall provide an improvement guaranty, such as a surety bond, cash or acceptable collateral, a letter of credit, or other security acceptable to the District, guaranteeing the completion of all of the Sewer System improvements necessary for the

development, including engineering, construction observation, inspection and legal fees which may be required. Construction costs shall include acquisition of rights-of-way or easements, Manholes, Sewer Mains, Service Lines, and any other facilities and appurtenances. Such guaranty shall be deposited in an amount not less than the estimate of the entire cost to complete the Sewer System improvements, plus ten percent (10%). The Developer shall prepare cost estimates for the improvements for the Board's review and approval. If requested, Developer shall adjust such estimates to reflect actual costs and the Developer shall, upon ten (10) days' written notification, deposit the balance due to complete the work.

i. Any Developer constructing a Sewer Main extension may be exempted from posting a sewer improvements guaranty, if the District, in its sole discretion, determines such Developer satisfies the following requirements:

a. The Developer provides adequate assurances and documentation establishing that it has posted security with another public entity pursuant to a Subdivision Improvements Agreement (SIA) where such SIA provides for: (1) a guarantee amount sufficient to cover the cost of all necessary sewer improvements; (2) the District's written approval of sewer improvements prior to the public entity's release of the portion of the guarantee covering the sewer improvements; and (3) a provision requiring the District to be a named beneficiary as to the value of all improvements to be dedicated to the District.

b. The Developer requests and receives a written waiver of the sewer improvements guaranty from the District.

ii. As improvements are completed, the Developer may petition the District for a release of part or all of the collateral deposited with the District as an improvement guaranty. Any such partial release shall be made at the District's sole discretion upon a determination that the partial improvements are completed and have been approved by the District in writing. At such time the Developer determines that the sewer improvements have been completed in accordance with the approved plans and specifications, the Developer shall deliver its written request for full release of the security. Upon receipt of such request, the District shall have 45 days to deliver written acceptance of the improvements and release of security to the Developer. If the District determines that the Developer will not construct or complete any or all of the required sewer improvements within a reasonable period of time, the District may liquidate and withdraw and employ from the deposit of collateral such funds as

may be necessary to construct or complete the improvements necessary to provide sewer service to Customers within the development. The District reserves the right to terminate the sewer improvements guaranty exemption if a surety bond provided to another public entity is prematurely released and the District determines the necessary sewer improvements are not complete.

B. Construction Inspection and Observation: The Developer shall retain, at its sole expense, a licensed professional engineer to oversee the appropriate on-site inspection to ensure that all sewer improvements are constructed in accordance with the approved plans and specifications. The Developer shall be responsible for payment of any construction observation fees the District incurs including, without limitation, the costs of reasonable review of drawings and specifications, meetings, inspections, administration, and any other time reasonably required of the District Engineer, attorney, or other Authorized Representative.

C. As-Built Drawings: The Developer shall submit, at its sole cost One (1) set of As-Built Drawings and one pdf file prepared and submitted according to the specifications and procedures set forth in Part I, Section 3.05 of the Technical Specifications and Procedures of the District in Appendix B, also a video tape of the Sewer Main interiors and written reports of lamp tests, vacuum tests and all other tests required by Appendix B (hereinafter collectively referred to as "Inspection Report") and a summary of the Developer's actual costs incurred for the improvement project. The As-Built Drawings shall be submitted on CD or another digital format and shall be in AutoCAD format, drawn to the datum of the City of Glenwood Springs for accurate inclusion into the District's GIS system. No Sewer Main extension project shall be approved, and no Sewer Mains shall be accepted until the District receive and approves satisfactory As-Built Drawings/Inspection Report. The District may deny service through any Sewer Main extension until the above requirements have been met and the Board accepts the Sewer Main extension.

D. Warranty: The Developer shall submit a warranty guaranteeing that the facilities have been constructed in a good and workmanlike manner and free of material defects for a period of two (2) years from the date of acceptance. The Developer shall also pay for the mitigation of any odor problems that the Board determines to exist for a period of five (5) years from the date of the acceptance. The above described Two-Year warranty shall be at an amount of 15% of the costs to install the sewer extension and shall be in the form of a Letter of Credit, or if required, in the form of security acceptable to the District.

E. Acceptance of Sewer Main Extensions: Upon the completion of construction, installation, and connection of a Sewer Main extension, the

Developer shall certify compliance with these Rules and Regulations and request that the District to accept the facilities. The Developer's engineer shall confirm in writing to the Board that such facilities have been constructed and installed in accordance with these Rules and Regulations and in accordance with the approved plans and specification and applicable provisions of federal, state, county, and local laws. Upon satisfactory completion of the above requirements, the District may formally accept the Sewer Main extension by a motion entered in the minutes of the Board of Directors. The District shall have no obligation to provide sewer service to Developer until acceptance and dedication. The Developer shall, upon the District's acceptance, convey such lines and all appurtenances to the District, free and clear of all liens and encumbrances, by bill of sale.

5.04 Oversizing: The District may, when it determines it is appropriate to accommodate future service needs, require the construction of Sewer Mains of a size larger than the minimum sizes otherwise required for service to a Developer's property. Except as the District may otherwise agree, the Developer shall be responsible for the costs of installing oversized Sewer Mains.

5.05 Preservation of Gravity Sewer System: In those instances where pumping stations and force mains are required, the Sewer System may be designed to permit eventual connection into a gravity system with a minimum of expense. Where practicable, easements shall be provided, and lines constructed to connect into the gravity system. The District may, in its discretion, require deposits to ensure the eventual construction of gravity lines.

5.06 Extension of Sewer Main to Designated Point Required: The Developer or Customer shall extend any Sewer Main constructed pursuant to this Article to a point on the property to be designated by the Board, so that the Sewer System may continue beyond such property. The Board shall determine the point to which each new Sewer Main shall be extended based on the District Engineer's advice, in accordance with the District service plan and the logical extension of service to adjoining properties. The Board shall also consider pre-existing easements and rights-of-way, and Developer-dedicated easements and rights-of-way in designating the Sewer Main extension point.

5.07 Soil Compaction Tests: Whenever a Developer or Customer seeking sewer service is required to obtain a road cut permit from a governmental entity to install a Sewer Main in an existing public road, such person shall be required to provide the District Engineer with soil compaction tests from a registered soils engineer. The soils engineer shall conduct a minimum of one test for each layer or lift for each 250 linear feet or less of trench during construction as the District Engineer determines to confirm that ninety-five percent (95%) of maximum density based upon ASTM D69 or AASHTO T99 has been achieved. The District Engineer shall not accept Sewer Mains or approve Service Lines which have been installed in public roads if such compaction test results are not submitted and approved by the

District Engineer.

ARTICLE VI
DISTRICT FEES AND CHARGES

6.00 Application of this Article: To adequately maintain, preserve and protect the Sewer System, the District must impose and collect Tap Fees, Service Charges, Surcharges, Inactive Tap Service Charges, Recovery Fees, Fines for Violation of these Rules and Regulations, together with late charges and interest on delinquencies, and the District's cost and expenses incurred to collect any amount due, enforce or take any action permitted under these Rules and Regulations including, without limitation the District's attorneys' fees and costs ("District Charges"). The District has a duty to ensure payment of District Charges from Customers and other Persons that seek to benefit from the Sewer System. The Board shall establish rates and charges, which shall remain in effect until modified by the Board pursuant to these Rules and Regulations. Nothing contained herein shall limit the Board from modifying rates and charges or from modifying any classification.

6.01 Type of Service: Unless otherwise stated, rates, charges and fees for sewer service shall be based on EQRs of service calculated in accordance with the EQR Schedule in Appendix A. The charge per EQR shall be at the rates in the Fee Schedule, as the same may be amended from time to time.

6.02 Tap Fees: A Tap Fee shall be charged to all Customers prior to any Connection to the Sewer System and no Tap onto, or service from, the Sewer System shall be allowed until all District Charges required by these Rules and Regulations have been paid and a Tap Permit has been issued. Tap Fees are non-refundable. In those situations where a Person applies for a Tap Permit for service to a structure not defined in these Rules and Regulations, or where, in the Board's opinion, said structure represents a classification not contemplated, the Board shall establish an EQR value for said structure.

6.03 Service Charge: Full service charges, calculated under the Rules and Regulations and EQR Schedule, shall commence and accrue six (6) months from the date of the District's approval of the Connection or, where no approval is required, six (6) months after the issuance of the Tap Permit by the District or upon the issuance of a temporary certificate of occupancy or certificate of occupancy for the structure being served, whichever first occurs. At such time, the full quarter of service charges shall be billed and paid, even though a portion of the quarterly period may have expired. Each Customer shall be charged a minimum service charge based upon one (1) EQR. The Customer shall be liable for payment of service charges regardless of whether the Customer actually uses District sewer service by means of said Connection.

6.04 Zone or Other Surcharges: Where any defined part of a property's sewer service depends on a pumping station or other discrete facility owned and maintained by the District, or certain Customers have received particular benefits provided by the

District, the Board of Directors may establish and charge such Customers a zone surcharge. The zone surcharge shall be based on the pro rata cost to each applicable Customer of the pumping station or other facility and its operation, maintenance, repair or replacement, or other service provided by the District.

6.05 Inactive tap service charge: At the Board's discretion, any Customer who certifies in writing to the Board that his or her property will be vacant for at least twelve (12) months, or that the sewer connections to the structure will be substantially idle for at least twelve (12) months, may be allowed to pay the inactive tap service charge equal to thirty-five percent (35%) of the standard service charge. For the purposes of this section, the term "standard service charge" shall not include the zone or other surcharges set forth above. This shall not apply to sewer service to structures that have not yet received a Certificate of Occupancy or Temporary Certificate of Occupancy.

6.06 Main Extension Cost Recovery Fees: In order to recover a Developer's or the District's costs incurred extending a Sewer Main, the District may charge a Main Extension Cost Recovery Fee to any Person desiring to connect to the Sewer System utilizing the Sewer Main Extension.

A. The Main Extension Cost Recovery Fee shall be based on the size in acres of the property to be served by the Extension, the zoning of the property, the existing and potential uses of the property, the potential EQR demand from the property, and any other similar, relevant factors which the Board believes should be considered in arriving at an equitable reimbursement; provided, however, the collection of Main Extension Cost Recovery Fees under this Section shall not be construed as an obligation to provide operations, maintenance, repair, or replacement of such Sewer Main extensions.

B. All Main Extension Cost Recovery Fees charged pursuant to this Section shall be due and payable at the time a Tap Permit is issued or a Main Extension Agreement is executed. The District may charge an administrative fee for collection and reimbursement of Main Extension Cost Recovery Fees. The District will use its best efforts to collect such fees; provided however, the District shall not be liable for the failure to collect such fees.

6.07 Main Extension Cost Reimbursements: The District may pay Main Extension Cost Recovery Fees collected on a Sewer Main constructed by a Developer for a period of ten (10) years after the execution and pursuant to the terms of the Sewer Main Extension Agreement. The right to such reimbursement shall permanently cease at that time, regardless of the amount of reimbursement received. The reimbursement shall not exceed the Sewer Main's actual construction cost.

6.08 Payment Obligation: All Customers or other Persons benefitting from the Sewer

System are legally obligated to pay the District Charges. It is imperative for the proper operation, maintenance and repair of the Sewer System that all District Charges be paid in full and on time. The District shall deliver statements for District Charges to Customers no more frequently than monthly, but not less frequently than quarterly, or in such other intervals that the District may establish. Accounts must remain in the property owner's name, but the District may, in its sole discretion, send statements to occupants. When a Customer receives service for more than one property serviced through one water meter, the District shall send only one statement to the Customer for sewer service for such properties. Nothing herein shall constitute a waiver of the owner's liability for District Charges, including penalties and interest, or a waiver of the District's statutory lien rights. Payments of all District Charges shall be due and payable sixteen (16) days after the date of the statement unless otherwise stated.

6.09 Liability for Nonpayment; Perpetual Lien: All District Charges shall be paid by the owner of the property served. The District shall not be bound by any agreement between an owner and occupant concerning payment of District Charges, regardless of whether the District has been notified of the agreement. Until paid, all District Charges shall constitute a first and perpetual lien on or against the property served, and any such lien may be foreclosed in the manner provided by law. The District shall have the right to collect from any Customer who is delinquent in payment of its account all legal, court and other costs and expenses necessary or incidental to the collection of said account, including reasonable attorneys' fees, filing fees and other costs, and recording fees. A fee in the amount set forth in the Fee Schedule in shall be imposed on any payment tendered to the District which, upon presentment to the bank for payment, is returned unpaid due to insufficient funds, an overdrawn or closed account, or for whatever reason. Such fee shall accrue each time a check is returned unpaid.

6.10 Late Charges, Interest and Collection Remedies. Each District Charge, installment thereof, or other amount due to the District that is not paid in full when due shall be subject to a late charge of five percent (5%) of the outstanding balance for each month or part thereof in which such late payment remains unpaid. Additionally, such delinquent amount shall bear interest from the due date at the rate of twelve percent (12%) per annum. Notwithstanding the foregoing, no Customer shall be assessed late charges or interest exceeding twenty five percent (25%) of the amount due. If any District Charges remain unpaid for thirty (30) days or more from the date of the statement, the District may terminate the Customer's service. In addition to the District's right to shut off service, the District may enforce the Customer's payment obligations by any and all other lawfully available means, including suits for collection, foreclosure of the District's lien on the Customer's property, or certification of amounts due to the County Treasurer for collection along with taxes.

6.11 Seller's and Buyer's Responsibilities. The District assumes no responsibility for agreements between sellers and buyers for property within the District. The buyer shall be responsible for determining whether appropriate District Charges have been paid by the seller. Regardless of ownership, any unpaid District Charges shall continue a first and

perpetual lien on and against the property and such amounts may be collected pursuant to these Rules and Regulations.

ARTICLE VII
VIOLATIONS AND ENFORCEMENT

7.00 Violations: This Article shall apply to all Violations for which the District may revoke services or impose the fines described herein. However, the District shall not be required to comply with this Article prior to imposing late charges or interest on delinquent District Charges or pursuing judicial remedies for collection of District Charges.

7.01 Fines and Revocation of Service: Unless otherwise specifically stated, a fine in the amount of $500.00 per EQR shall be levied for each Violation. Repeat or continuing violations shall be subject to a daily fine of $500.00 per EQR until the violation ceases. Additionally, the District may revoke Sewer Service for any Violation including, without limitation, non-payment of District Charges. Except as otherwise provided in this Article, the Customer shall be given written notice of a hearing prior to revocation of sewer service. Any Person that commits a Violation shall be liable for reimbursement of any and all actual costs or damages the District incurs as a result of the Violation, including, without limitation, legal and engineering fees.

7.02 Unauthorized Connections or Use: Any connection to, or discharges into the Sewer System without first paying the appropriate fees and obtaining the appropriate permits shall constitute a Violation, and each day of such use or connection shall constitute a continuous or repeat Violation. Any such fines shall be in addition to the District's right to charge for all services used and shall not limit any and all other remedies which the District may have. In such circumstances, the District may require, or carry out immediate disconnection, and shall be entitled to collect any and all of its resulting costs and damages, including the fees set forth in the Fee Schedule in Appendix A; or the District may authorize connection on such terms and conditions as the District may approve.

7.03 Notice of Violation and Right to Hearing. If the Board determines that notice and hearing is necessary, it shall send a written notice of violation ("Notice") to the Customer's last known address by registered or certified mail, or first-class U.S. mail. The Notice shall: (i) describe the Violation; (ii) explain whether the Violation is a Continuous Violation (as described below); (iii) direct that the Customer immediately cease the Violation; (iv) explain that a fine may be imposed, sewer service may be revoked, or other action may be taken. Additionally, the Notice shall state the date, time and location of a regular or special Board meeting at which a hearing will be held where the Customer may present evidence to the Board, and explain that, if the Customer fails to appear at the hearing or otherwise respond, the Board may proceed to make a determination based on the known facts and circumstances. The Notice shall also state that the Customer will be charged $250.00 for the cost of the hearing if they fail to appear. Such hearing shall be no less than ten (10) days after the date of the Notice.

7.04 Hearing. Each hearing shall be held by the Board and the Board shall introduce the case by describing the Violation. The Board shall determine the procedure to be followed during the hearing, subject to the following:

A. The Board may impose rules of conduct as may be appropriate under the circumstances.

B. Each party may make an opening statement, present evidence and witness testimony, and make a closing statement.

C. The Customer is not required to be in attendance at the hearing if represented by counsel.

D. The Board's decision, either for or against the Customer, will be by a majority.

E. The Board shall base its decision on the credible evidence presented at the hearing.

F. The Board may give its decision at the conclusion of the hearing and shall give written notice of its decision as set forth below.

G. Failure to strictly follow the hearing procedure set forth above will not constitute grounds for appeal of the decision absent a showing of denial of due process.

7.05 Notice of Decision. Within fifteen (15) days of after hearing, the Board shall issue a written Memorandum of Decision, which decision shall be final. Thereafter, the District may revoke service by turning off, disconnecting, severing or blocking the Service Line to the property and may provide written notification to the property's water service provider that water service should be discontinued and cooperate with the water service provider regarding the disconnection of service. Such actions shall be subject to the fees set forth for inspection, disconnection, and reconnection as described in the Fee Schedule in Appendix A, and upon disconnection of sewer service, the District shall notify the local building authority.

7.06 Repeat or Continuous Violations. Two or more Violations that are interrupted by one day or more are repeat violations. Continuous Violations are violations of Customer obligations that are uninterrupted by time, as determined by the Board. Each day of a repeat or continuous violation constitutes a separate Violation. Any Person that is determined as having a repeat or continuous Violation may be subject to a fine of $500.00 per EQR for each day that the Violation persists following delivery of Notice and completion of a hearing as set forth above. Separate Notices and hearings are not required for a Person to be subject to the daily fine for a repeat or continuous Violation.

7.07 Waiver of Fines. The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may conditionally waive of all or part of a fine upon the Customer coming into and staying in compliance with the Rules and Regulations.

APPENDIX A

WEST GLENWOOD SPRINGS SANITATION DISTRICT

FEE SCHEDULE AND EQR SCHEDULE

INDEX

I. FEE SCHEDULE: A-1
II. EQR SCHEDULE: A-2

I. FEE SCHEDULE:

A.	Standard District Tap Fee	$9,500/EQR
B.	Standard District Service Charge:	$105.00/quarter/EQR
C.	Pumping Station Surcharge	$12.36/quarter/EQR/station
D.	Location, excavation, and materials or any physical work performed by the District billable to a Customer	Actual Cost + 15% fee to cover administrative costs
E.	For each inspection of a sewer connection	$75.00/hour
F.	TV Inspection per foot	$0.55/foot
G.	Name change of property due to sale to be paid by buyer; final billings (a.k.a. Transfer Fee)	$20.00/each
H.	Paper copy of the current Rules and Regulations of the District	$25.00/each
I.	Notice of public hearing	$20.00
J.	Returned Check Fee (for each time a check is returned unpaid)	$30.00
K.	Record Request Fees: (Pursuant to Resolution No. 2, Series of 2017)	$0.25/page copied
L.	Statement Mailing Fee:	$3.00/statement mailed

II. EQR SCHEDULE:

Class of Use	EQR Value
A. RESIDENTIAL CLASSIFICATIONS	
1.0 Single-Family Residential Units. Single-family homes individually billed mobile homes, mobile homes on single lots, and mobile homes established as permanent residences (no more than one (1) kitchen) up to 3,000 sq. ft.	1.00
(a) Each additional 300 sq. ft.	0.10
2.0 Secondary Residential Units. Less than 3,000 SF Guest houses, separate apartments attached to Single-Family Residential Units, accessory dwelling units, other separate residential units associated with Single-Family Residential Units and containing their own separate kitchens, and overnight trailers or camping space (per each space).	1.00
3.0 Duplexes. Residential structures composed of two (2) Single-Family Residential Units up to 3,000 sq. ft. per unit.	2.00
(a) Each additional 300 sq. ft. per unit.	0.10
4.0 Multi-Family Residential Units. Apartments, condominiums, townhouses, and similar facilities in the same complex, and small cabins in courts not associated with motels. **NOTE:** Only one (1) kitchen is permitted in each single-family unit, each secondary residential unit, each half of a duplex, or each unit of a multi-family residential structure. If a residence has more than one kitchen, then additional EQR values shall be assigned.	1.00/unit
5.0 Motels and Other Transient Residential Units. Unless specifically noted elsewhere, a "motel" shall include, but not be limited to, any commercial businesses offering sleeping accommodations to transient customers, including hotels, motels, and boarding houses.	
(a) Rooms having not more than 2 beds per rental unit	0.25
(b) Rooms having more than 2 beds per rental unit (per additional bed)	0.15

5.1	Motels with Cooking Facilities in Rooms	
	(a) Rooms having not more than 2 beds per rental unit	0.35
	(b) Rooms having more than 2 beds per rental unit (per additional bed)	0.15
5.2	Laundry Facility (per washing machine hookup)	1.35
5.3	Manager's Unit	1.00
6.0	Recreation Vehicle Parks. Spaces filled by recreational vehicles on a year-round basis shall be evaluated as a "mobile home" under the Single-Family Residential Units category.	
	(a) Camping or vehicle space without sewer hookup (per space)	.20
	(b) Camping or vehicle space with sewer hookup (per space)	.35
	(c) Camping dump station	Special Review
	(d) Small cabin without kitchenette (up to 2 beds)	0.25
	(e) Small cabin with kitchenette (up to 2 beds)	0.35
	(f) Small cabin with more than 2 beds (with or without kitchenette) (Per additional bed)	0.15
	(g) Single tent sites with common restroom and showers (no central kitchen facility)	0.15
	(g) Park with swimming pool and bathhouse per site	0.05
6.1	Laundry Facility (per washing machine hookup)	1.35
6.2	Central Kitchen	Special Review

B. COMMERCIAL CLASSIFICATIONS

1. Restaurants and Bars

(a)	Full-service Restaurants and Bars. Per 10 seats	0.65
(b)	Fast Food Restaurants. Per 10 seats	1.20
(c)	Take-out Restaurants.	Special Review

2. Commercial Laundromats. Per washing machine or available hookup. 1.0

3. Service Stations.

(a)	Per fuel dispensing station	1.0
(b)	Garage space (per 1,000 sq. ft)	0.30
(c)	Food/retail/office sales (per 1,000 sq. ft)	0.50

NOTE: In accordance with Section D(3), convenience stores, bays/racks where vehicles and equipment can be washed, etc. are additional.

4. Vehicle and/or Equipment Washes. Bay, rack or area where cars, trucks, construction machinery or similar equipment can be washed. **NOTE:** Installation of a submeter is required.

(a)	For each self-service bay or rack with wand and/or foaming brush	3.0
(b)	For each automatic car wash bay	13.0

5. Commercial or Public Buildings. Non-grocery stores, offices and industrial warehouses (having no process water or non-domestic waste loads, and which use the sanitary sewer only for nonsolid waste disposal) shall have their EQRs determined on a square footage or at the sole discretion of the Board, by Special Review.

(a)	Office buildings (per 1,000 sq. ft.)	0.30
(b)	Retail sales areas (per 1,000 sq. ft.)	0.50
(c)	Nonretail work areas such as garages, machine shops, and warehouses (per 1,000 sq. ft.)	0.20

6.	Barber/Beauty Shops. (per chair)	0.30
7.	Theaters. (per 25 seats or part thereof)	0.60
8.	Grocery Stores. (per 1,000 sq. ft.)	0.50
9.	Marijuana grow facility, greenhouses and nurseries (per 1,000 sq. ft.)	0.50
10.	Construction Yard. (per 1,000 sq. ft.)	0.30
11.	Athletic Club and Health Spa (per 1,000 sq. ft.)	2.0
12.	Medical Office Building (per 1,000 sq. ft.)	1.5
13.	Hospital	
	(a) Administration space (per 1,000 sq. ft.)	0.30
	(b) Available in-patient bed (per bed)	0.70
14.	Commercial establishments which discharge process water to the collection system	Special Review

C. CHURCH AND SCHOOL CLASSIFICATIONS

1.	Churches. Per 100 seats; (rectories, living areas or other areas are additional).	1.00
2.	Schools. Day care centers, public and private day schools, including administrative centers, warehouses, buildings for equipment repair and/or storage (such as for buses). Staff includes teachers, librarians, custodians, and administrative personnel associated with school functions.	
	(a) Without gym or cafeteria (per 50 potential students and staff).	1.50
	(b) Without gym but with cafeteria, or with gym but without cafeteria (per 50 potential students and staff).	1.85
	(c) With gym and cafeteria (per 50 potential students and staff).	2.10

D. SPECIAL CLASSIFICATIONS AND CONSIDERATIONS

1. Unclassified Uses. For any use or water-using structure or appliance not otherwise covered by this schedule, the Board of Directors shall determine the EQR value on a case-by-case basis according to anticipated water use and consumption.

2. Fractional Units. If the application of any of the formulas set forth in this Appendix results in a fractional number beyond two decimal places, the number shall be rounded up to the next highest hundredths decimal place for purposes of computing tap fees and quarterly service charges.

3. Properties with Multiple Classifications. If the property for which a tap application is submitted has or will have multiple use classifications (*i.e.*, a gas station with a car wash), then each separate use classification shall be additional in accordance with the EQR value assigned by this Appendix A.

4. Sewer Usage Review and Recalculation. For purposes of computing and recomputing the number of EQR units attributable to a particular use and the assessment and collection of tap fees and service charges in connection therewith, the Board shall have the authority to:

   (a) At any time the Board may review actual sewer usage to determine if such actual usage is greater than that implied by the number of EQR units assessed to the user at the time his application for service was accepted. If the Board finds greater actual sewer usage the user shall be assessed a greater number of EQR units to reflect his actual sewer usage.

   (b) If at any time during the Board's provision of sewer service to a user, such user adds to an existing structure, enlarges a building, or alters the nature of the use of the property so that a larger number of EQR units could be assessed to the use in accordance with the schedule set forth in this Appendix A, the Board shall review the proposed addition, enlargement, or usage increase, calculate the additional number of basic units attributable to such addition, enlargement, or usage increase, calculate

the additional number of EQR units attributable to such addition, enlargement, or usage increase, and assess such greater number of EQR units to the user.

(c) Upon any recalculation and increase in the number of EQR units attributable to use pursuant to the terms of this section, the user shall pay additional tap fees for each additional EQR unit assessed to his use at the rate set forth in this Appendix A prior to the issuance of any necessary permit from the Board or within thirty (30) days of the increased assessment of EQR units, whichever is earlier. The user's quarterly service fee will henceforth be based upon the revised number of EQR units.

(d) Mixed use facilities shall be calculated according to the classifications above for each use on an additive basis, unless otherwise specifically noted and in circumstances where one of the uses does not clearly fall into one of the classifications described above, the EQRs shall be determined by Special Review.

E. MODIFICATION AND REVISIONS

The Board reserves the right to classify and reclassify establishments and change rates as the needs of the District require.

APPENDIX B

WEST GLENWOOD SPRINGS SANITATION DISTRICT

TECHNICAL SPECIFICATIONS AND PROCEDURES

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WEST GLENWOOD SPRINGS SANITATION DISTRICT

TECHNICAL SPECIFICATIONS AND PROCEDURES

I. SUBMITTAL INFORMATION

1.00 GENERAL

.01 - Scope. This section shall cover the required submittal material necessary for the West Glenwood Springs Sanitation District to review a sewer project to ensure that it conforms to these regulations. Included in this section are the requirements on preliminary, final and As-Built Drawings, specifications, soils reports, and other supporting documents. Finally, this section will cover the submission and review of procedures to be followed for the West Glenwood Springs Sanitation District.

2.00 PRELIMINARY DRAWING REQUIREMENT

.01 - General. This section shall include the requirements necessary for preliminary drawing submittal, specifications, calculations and soils reports.

.02 - Title Sheet. The first sheet of the drawings shall be the title sheet and shall have the following shown thereon.

(A) Location map, North arrow, numerical and graphical scale.

(B) Index to sheet of the drawings.

(C) General notes.

(D) Title block. The title block should not include the words "Title Sheet," but should contain the project name and a description of the information shown thereon.

.03 - Plan. The following items shall be included on all plan drawings.

(A) Scale: Clear & Readable. Show scale numerically and graphically.

(B) North arrow.

(C) Show outline of Sewer Main and Service Lines. Show centerline of sewer line with appropriate ties to centerline of street or survey control lines, curbs, property lines or right-of-way lines.

(D) Show right-of-way or easement lines, street centerline and name, property lines, curbs, gutters, cross gutters, sidewalks, driveways, paving and other improvements, existing and proposed.

(E) On each sheet of the plan, show a sufficient number of typical sections to give the relative location of surface and underground improvements with respect to

proposed Sewer Main. Indicate size, type and other appurtenant data for all improvements.

(F) Drawings shall be on standard 24" x 36" sheets.

(G) Utilities, sewers and storm drains.

1. Indicate the type, size and ownership of all existing utilities in streets or rights-of-way or rights-of-way in which the Service Line is to be connected. Tie utilities, sewers, house connections and storm drains to streets rights-of-way centerline or to street property line.

2. Indicate portions of existing utilities that are to be abandoned because of Sewer System construction.

(H) Details. At intersections where Manholes & Sewer mains may conflict with water tees, crosses, valves and concrete reaction blocks show a large-scale view of the appurtenances with dimensions to each separate fitting.

.04 - Calculations. Calculations supporting the design criteria used shall be furnished with the preliminary drawings. Each sheet of calculations shall be dated and have the name or initials of individual making the calculations. All calculations shall be by a professional engineer registered in the State of Colorado.

.05 - Soils Report. A soils investigation report shall be provided with the preliminary drawings only upon special request by the West Glenwood Springs Sanitation District. If such a report is requested, sufficient subsurface exploration borings and analyses shall be made to permit the West Glenwood Springs Sanitation District to make an adequate assessment of any soil problems which may be encountered. The soil investigation report shall contain the findings and supporting data for the following:

(A) The relative density type and extent of material to be encountered.

(B) Excavation problems.

(C) Location and extent of excavation.

(D) The suitability of excavated materials for use as backfill or bedding.

(E) The compaction characteristics of the soils.

(F) The groundwater level and conditions.

(G) Test Holes. The depth of test holes shall be at least two feet below the proposed pipeline elevation. The spacing of test holes shall be a minimum of 600 feet or where unusual conditions exist. The spacing shall be such to adequately define soil.

.06 - Surveys. All horizontal and vertical survey points shall be per the City of Glenwood Springs' datum. All the existing conditions, including rights-of-way easements and horizontal and vertical control information, shall be prepared by a registered land surveyor in the State of Colorado.

3.00 SUBMISSION AND REVIEW PROCEDURE

.01 - Procedures. This section shall cover the procedures and time frame necessary to submit sewer drawings to the West Glenwood Springs Sanitation District.

.02 - Preliminary Drawing Review.

(A) Adobe pdf files plus four sets of blueprints and specifications of the proposed sewer system accompanied by two sets of supporting data shall be submitted to the District at least 45 days prior to a regular meeting of the District Board. The preliminary drawings and specifications of the proposed sewer system shall be reviewed in general and, if in acceptable form for processing, shall be referred by the sewer system supervisor to the following offices and interested persons for study and recommendation at least 30 days prior to a regular Board meeting.

1. The District Engineer

2. Garfield County

3. West Glenwood Springs Sanitation District

When transmitting the preliminary drawings and specifications for review, the District shall indicate to the reviewing agency the date and time of the District meeting at which the proposed sewer system will be discussed, and formal action taken by the Board.

(B) At the regular meeting of the West Glenwood Springs Sanitation District Board at which the proposed sewer system is to be considered, the Board shall review all written and oral recommendations presented and shall, upon diligent evaluation of the facts, approve or disapprove the preliminary plans for the proposed sewer system.

(C) Should the Board approve the preliminary plans, written notice of said approval shall be transmitted to the Applicant along with any modifications required by the District. Such approval of preliminary plans shall permit the Applicant to prepare final construction drawings in accordance with the standards established by the Board and incorporate any modifications required by the District.

.03 - Final Drawing Review.

(A) Final drawings and specifications shall be prepared in the form prescribed for preliminary drawing requirements. In addition, the title sheet shall

provide a space for certification of approval by the Board of the West Glenwood Springs Sanitation District.

(B) Final drawings consisting of two sets of prints, one set of drawings in electronic format and the AutoCAD file for the project shall be submitted to the Board for final review at least 30 days prior to a regular meeting of the Board.

(C) If the final drawings are found to be in compliance with the District's standards and these regulations and any modifications requested by the Board, the District shall recommend approval of the plans at the next regular Board meeting.

(D) If the final drawings and specifications are found not be to be in compliance with the District standards and any modifications requested by the Board, the District Engineer shall recommend disapproval of the plans and submit a written itemization of the deficiencies at the next regular meeting of the Board. Non-conformity of the final plans with the District's standards ad requirements of the Board may result in disapproval of the project by the District.

(E) The Applicant is strongly advised against receiving construction bids or beginning construction until certification of approval of final plans and specifications has been received from the West Glenwood Springs Sanitation District.

.04 - Construction Procedures. Following final approval of the plan(s) by the District, the Applicant may proceed with construction. In addition, to all construction requirements contained in other portions of the Specifications, the Applicant and the Contractor shall observe the following:

(A) A mandatory pre-construction meeting shall occur at least 48 hours prior to any excavation. Participants may include, but are not limited to, the following: Representatives of the Contractor, Excavator, Engineer, Applicant, and District.

(B) In the event that said construction does not commence within 6 months of the approval date, the plans must be resubmitted for review and approval. If construction on the main installation is halted for more than 6 months, plans must be resubmitted for review and approval.

.05 - As-Built Drawings. Two sets of As-Built Drawings consisting of legible paper copies of the original drawings from which clear, legible prints can be obtained, one set of drawings in an acceptable Adobe pdf electronic format and the AutoCAD file of the project shall be submitted to the District within 30 days of completion of construction. Said drawings shall be prepared according to the following general requirements:

(A) A certified survey using the City of Glenwood Springs coordinate system and elevation datum shall be provided to the District which shall show the location of the sewer line to permanent physical objects located in the field. All manholes, stub-outs clean-outs, WYE-tees, and pump stations and other major appurtenances

shall be given two swing ties to a physical permanent object in the field. In all cases, the distance from sewer line and appurtenance items shall be dimensioned to rights-of-way easements and property lines.

(B) The benchmark or benchmarks used on the project to determine sewer line depth shall be shown on the drawings and shall be based on City of Glenwood Springs' datum.

(C) All sewer lines shall have manhole rim and invert elevations, percent slope and horizontal distance of each line between manholes shown. Sewer Service Lines stubbed to property lines shall have two swing ties provided to permanent objects and shall be marked with fence posts.

(D) Manufacturer's literature and product data, including catalog sheets and descriptive literature for all materials and equipment used, shall be provided with As-Built Drawings.

(E) CADD files shall be submitted to the District in AutoCAD format, either on an acceptable electronic media or e-mailed. Data shall contain GPS points that can be easily incorporated into the District's GIS database, using the City of Glenwood Springs' coordinate system.

(F) All sewer main lines 8 inch or larger shall be televised. The video shall have a running footage meter showing the exact footage from the entry manhole. The video shall be provided with a log showing the location of all defects and service lines.

(G) Due to the accuracy requirements of the SUE locate law and the fact that no rim is centered on the barrel rings below, all manholes will be surveyed at the center of the 24" diameter rim and the relative location of the 48" diameter (or larger) barrel will be surveyed showing the invers in and out.

II. SANITARY SEWER LINES

1.00 GENERAL

.01 - Scope. Work under this section shall include furnishing all materials, labor and tools necessary to perform all installation, cleaning and testing of all sanitary sewer lines and appurtenances as specified herein and shown on the Drawings.

.02 - Protection of Work. All pipe, fittings and equipment shall be carefully handled, stored and protected in such a manner as to prevent damage to materials. At no time shall such materials be dropped or dumped into trench. Precaution shall be taken to prevent foreign matter from entering the pipe and fittings prior to and during installation. Place no debris, tools, clothing or other materials in the pipe during installation. At such time as pipe installation is suspended, either temporarily or overnight, the open end of the pipe shall be sealed with a water-tight plug to prevent entrance of trench water, debris or foreign

matter. A mechanical-type fitting shall be used for this seal. At no time shall duct tape or any other tape be used for this seal. Under no circumstances shall trench water be allowed to enter the pipeline. When water is present in the trench, the seal shall remain in place until such time as the trench is pumped dry. Whenever trench water becomes evident, adequate measures shall be taken to prevent pipe flotation. If, in the opinion of the District Engineer, the Contractor is incapable of keeping the pipe free of foreign matter during installation, the District Engineer shall require the Contractor to cover the pipe ends with close woven bags until the start of the jointing operation. Contractor shall bear all costs associated with keeping trench free of liquids.

2.00 MATERIALS

This item covers the types of materials that will be allowed for the construction and installation of sewer lines. All materials used shall be new, of the best quality available and conform with applicable standards as indicated herein.

.01 - Ductile Iron Pipe and Fittings. Not permitted.

.02 - Polyvinyl Chloride (PVC) Pipe and Fittings (Gravity Main)

(A) PVC Pipe, through 15-inch diameter.

1. Material Reference Standard - ASTM D1784

2. Pipe Reference Standard - ASTM D3034

3. Class - SDR-35 Minimum. SDR-26 minimum for 0.5% slope or less.

4. Markings - Manufacturer's name, nominal size, PVC cell classification, Type PSM, SDR-35, PVC gravity sewer pipe, ASTM D3034 and code number, green coloring dyed into PVC.

(B) PVC Pipe, 18-inch to 27-inch diameter - Not applicable.

(C) Fittings

1. Type - PVC push-joint or mechanical joint

2. Materials - ASTM D1784

3. Reference Standard - ASTM D3034 or ASTM F679

(D) Joints

1. Type - push-on rubber gasket

2. Gasket reference standard - ASTM F477

.03 - Force Main or Gravity Main.

(A) PVC Pipe.

1. Materials - ASTM D1784, Type 1, Grade 1, PVC 1120, 2000 psi design stress.

2. Reference Standard - AWWA C-900.

3. Class - 150 (DR-18)

4. Markings - Manufacturer's name, nominal size, class pressure rating, PVC 1120, NSF logo, identification code.

5. Specialties - Electric tracing wire, 14-gauge solid copper insulated wire.

6. Size - Shall conform to outside diameter of DIP.

(B) Fittings.

1. Type - All fittings shall be mechanical joint except where specifically shown or detailed otherwise.

2. Reference Standard - ANSI/AWWA C-110/A.21.10.

3. Pressure Rating - 250 psi.

4. Gasket Reference Standard - AWWA C-111.

(C) Joints.

1. Push-on rubber gasket

2. Gasket Reference Standard - AWWA C-111

.04 - Concrete for Thrust Blocks and Encasing of Pipe. Concrete for thrust blocks and for encasing the sewer pipeline shall have 28-day compressive strength of not less than 3000 psi.

.05 - Manholes.

(A) Concrete Rings/Cones

1. Type - Precast

2. Reference Standard - ASTM C478

3. Size – 48” I.D. minimum.

(B) Manhole Bases

1. Shall be precast or cast-in-place with integrally cast-in water stops. Tee tops of base shall be at least 12 inches above top of pipe.

2. Reference Concrete Standard - ASTM C150 Type II modified.

3. Precast Base - Conform to ASTM C478

(C) Manhole Steps

1. Material – Rubber coated Aluminum, ASTM C478, or stiff rubber/plastic.

2. Size/Type - 1/2-inch round stock x 10-inch wide Rubber-encased aluminum with slip-proof tread. Bare aluminum not allowed due to corrosion.

3. Spacing - As shown on Drawings.

4. Mounting - Grouted in place on concrete ring with ASTM C150, Type II modified Portland Cement mortar and sand grout for water-tight joint.

(D) Joints

1. Type - Rub'r Nek preformed gasket as manufactured by K.T. Snyder Company, Inc, Houston, Texas, or equal.

2. Cement Mortar Material Reference Standard - One-part Portland Cement, Type II, modified with three parts of sand. Cement mortar to be used with concrete grade rings only.

(E) Grade Adjustment Rings

1. Type - Precast ASTM C150, Type II modified concrete.

2. Size - Not less than 6 inches wide x heights to allow for 1-inch adjustments.

(F) Frame and Cover.

1. Material Reference - Grey Iron, ASTM A48, Class 30.

2. Cover - Stamped with "Sewer," machined bearing surface with ring.

3. Type - heavy, combined weight of ring and cover greater than 375 pounds.

4. Manufacturer Reference - Neenah, R-1706.

.06 - Service Line Materials.

(A) Wyes - Required for all new Service Line construction.

1. Material - ASTM D3034 PVC.

2. Strength - For use with SDR-35.

3. Joint - Slip-on rubber gasket.

(B) Saddles.

1. Material - ASTM D3034 PVC

2. Joint - Rubber seal to main with stainless steel compression bands. Slip-on service joint with rubber gasket.

.07 - Tracer Wires. Tracer wire shall be 12-gauge insulated copper wire. Wire continuity to be tested prior to pipeline being accepted.

3.00 METHODS AND PROCEDURES

.01 - Cleaning and Inspection. Clean all pipe, fittings and related materials thoroughly of all foreign material and inspect for cracks, flaws or other defects prior to installation. Mark all defective, damaged or unsound materials with bright marking crayon or paint and remove from job site.

The Contractor shall take all necessary precautions to prevent any construction debris from entering the sewer lines during construction. If this debris should enter the Sewer System, the Contractor shall furnish all labor and materials necessary to clean the Sewer System. Under no circumstances will the Contractor flush the debris into an existing Sewer System.

.02 - Placement of Pipe.

(A) Batter Boards. Not applicable; Mike Mulligan & Mary Ann not around.

(B) Laser Beam. All sanitary sewer pipe must be installed with a laser. If bending of the beam due to air temperature variations becomes apparent with "in pipe" units, a fan shall be provided to circulate air in the pipe. Air velocity shall not be so excessive as to cause pulsating or vibrating of the beam. If, in the opinion of the Engineer, the beam cannot be accurately controlled, this method of setting line and grade shall be abandoned.

.03 - Pipe Embedment.

(A) Placing embedment material - Refer to Section III-2 for placement methods.

(B) Embedment Classes - Refer to Section III-2 for embedment materials for each class listed below:

1. Class A - Use where indicated on the Drawings and where improper trenching or unexpected trench conditions require its use as determined by the Engineer.

2. Class B - Use for all PVC pipelines.

3. Class C - Use for all except PVC pipelines.

.04 - Pipe Installation.

(A) Installation of Ductile Iron Pipelines - Not Allowed

(B) Installation of Polyvinyl Chloride (PVC) Pipe.

1. Pipe Handling. Pipe should be carefully lowered into the trench to avoid pipe falling into trench.

2. Pipe Laying. Pipe shall be laid true to line and grade, in an uphill direction, with bell ends facing the direction of laying. When pipe laying is not in progress, the open end of the pipe shall be closed by a water-tight plug.

3. Jointing the Pipe. The outside of the spigot and the inside of the bell shall be thoroughly wiped clean. Set the rubber ring in the bell with the marked edge facing toward the end of the bell. Lubricate the spigot end using a thin film of the manufacturer-supplied lubricant. Push the pipe spigot into the bell. Position the completed joint so that the mark on the pipe end is in line with the end of the bell.

4. Pipe Cutting. The cutting of pipe for manholes or for fittings, or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or lining and so as to leave a smooth end at right angles to the axis of the pipe. Bevel the end of the pipe with a beveling tool after the pipe is field cut. Place a clearly visible position mark at the correct distance from the end of the field-cut pipe.

(C) Installation of Slip-Line Pipe with Board Approval only.

.05 - Sewer Manhole Installation.

(A) General. Manholes shall be furnished and installed to depths and dimensions shown on the Construction Drawings or staked in the field. Manholes shall be constructed of precast concrete rings in accordance with details shown on the Construction Drawings.

(B) Connections to Manholes. The first length of Sewer Main into and out of any manhole shall be a maximum of 24 inches as measured from the outside face of the manhole to the end of the pipe. In addition, extra care shall be taken by grouting or other means of sealing to assure positive water-tight manholes around the inlet or outlet pipes. Expandable water stops, special sleeves or a rubber gasket cemented to the sewer pipe shall be used. All pipe shall be grouted in place with a non-shrink grout.

(C) Manhole Floor and Inverts. Manhole bases shall be constructed to conform to the details shown on the Drawings. The invert channels shall be smooth and semi-circular in shape, conforming to the inside of the incoming and outgoing sewer pipelines. Changes in direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be made gradually and evenly. Where large differences in invert elevations exist, sloped flow channels shall be formed so the wastewater does not undergo a vertical drop. The invert channels may be formed directly in the concrete of the manhole base. The floor of the manhole outside the channel shall be smooth and shall slope toward the channels.

(D) Finish Grade and Adjustment. To bring the manhole cover to the correct elevation, the top section of each manhole shall be constructed of pre-cast concrete grade adjustment rings. These rings shall be not less than 6 inches wide and furnished in heights to allow for 2-inch adjustments. Grade adjustment with rings shall be 8 inches maximum and 2 inches minimum. All rings shall be grouted in place.

(E) Manhole Stubs. All pipe stubs required from manholes are shown on the Drawings. Stubs shall extend approximately 24 inches from the outside face of the manhole and shall be capped or plugged with manufactured fittings to form a water-tight installation.

.06 - Connection to Existing Sewer Facilities. Connections to existing sewer facilities where live flows exist shall be made only after prior consultation with and receipt of written permission from the District. No bypass of Sewage to the surface will be allowed in the completion of this connection. Connections shall be made as shown on the Drawings. All connections between pipes of different materials shall be made with approved manufactured connectors.

.07 - Protection of Water Supplies. Sewer lines shall be located a minimum of ten feet (10') horizontally from existing or proposed water mains. Where the sewer line crosses above the water line or is less than 18 inches vertically below the invert of the water line or is less than 10 feet horizontally from the water main, the sewer line shall be made impervious by either of the two methods listed below.

(A) Method 1. Twenty feet of AWWA C-900 PVC shall be used for sewer pipe and centered over water main. The joints between the sewer pipe and the

replacement pipe (DIP or PVC) shall be encased in a concrete collar. The concrete collar will be a minimum of 1-inch thick, centered on the joint.

(B) Method 2. The sewer pipe shall be reinforced with concrete encasement. The encasement shall be at least six inches thick on either side of the water main and extend ten feet on each side of the water main. In all cases, select granular backfill shall be used to prevent any settling of the higher pipe.

In all cases, bedding material shall be used to prevent any settling of the higher pipe.

.08 - Service Connections. Customer service connections shall be installed in accordance with the details set forth on the Construction Drawings. After the service connection is installed, the end shall be plugged water-tight with a manufactured plug and marked with a stake except as shown otherwise on the Drawings.

4.00 FIELD QUALITY CONTROL

.01 - Alignment and Grade. Sewer pipelines will be checked by the District to determine whether any displacement of the pipe has occurred after the trench has been backfilled. The tests will be as follows:

A light will be flashed between manholes, or if the manholes have not as yet been constructed, between the locations of the manholes, by means of a flashlight. If the illuminated interior of the pipeline shows poor alignment, displaced pipe, earth or other debris in the pipe, or any other kinds of defect, the defects as determined by the Engineer shall be remedied by the Contractor at his own expense. Test will be repeated after completion of backfilling and any poor alignment, displaced pipe or other defects, determined by the Engineer, shall be corrected.

.02 - Leakage Test. Sewer lines shall be tested using a low-pressure air test only; water tests will not be allowed. Only after the sanitary sewers, including appurtenances and sanitary laterals have been installed, backfilled and cleaned, shall the Contractor proceed with an air test on the installed facilities.

(A) Low Pressure Air Test Procedure. The section of sewer line to be tested should be flushed and cleaned prior to conducting the low-pressure air test. This serves to clean out any debris, wet the pipe, and produce more consistent results. Isolate the section of sewer line to be tested by means of inflatable stoppers or other suitable test plugs. One of the plugs should have an inlet tap, or other provision for connecting a hose to a portable air control source.

If the test section is below the groundwater level, determine the height of the groundwater above the spring line of the pipe at each end of the test section and compute the average. For every foot of groundwater above the pipe spring line, increase the gauge test pressure by 0.43 pounds per square inch. Connect the air hose to the inlet tap and a portable air control source. The air equipment should consist of necessary valves and pressure gates to control the rate at which air flows into the test section and to enable monitoring of the air pressure within the test

section. Also, the testing apparatus should be equipped with a pressure relief device to avoid the possibility of loading the test section with the full capacity of the compressor.

Add air slowly to the test section until the pressure inside the pipe is raised to 4.0 psig greater than the average back pressure of any groundwater that may be over the pipe. After a pressure of 4.0 psig is obtained, regulate the air supply so that the pressure is maintained between 3.5 and 4.0 psig (above the average groundwater back pressure) for a period of two minutes. This allows the air temperature to stabilize in equilibrium with the temperature of the pipe walls. The pressure will normally drop slightly until the temperature equilibrium is obtained.

Determine the rate of air loss by the time/pressure drop method. After the two-minute air stabilization period, the air supply is disconnected, and the test pressure allowed to decrease to 3.5 psig. The time required for the test pressure to drop from 3.5 psig to 2.5 psig is determined by means of a stopwatch and this time interval is then compared to the required time in the following table to determine if the rate of loss is within the allowable time limit. If the time is equal to, or greater than, the times indicated in the tables, the pipeline shall be deemed acceptable.

MINIMUM DURATION FOR AIR TEST PRESSURE DROP

Nominal Pipe Size (Inches)	Minimum Test Time (min/100 feet)
3	0.2
4	0.3
6	0.7
8	1.2
10	1.5
12	1.8
15	2.1
18	2.4
21	3.0
24	3.6
27	4.2
30	4.8
33	5.4
36	6.0

Upon completion of the test, open the bleeder valve to allow air to escape. Plugs should not be removed until all air pressure in the test has been released. During this time, no one should be allowed in the trench or manhole while the pipe is being decompressed. Air test shall also include Service Lines and appurtenances.

.03 - Manhole Inspection. During the construction of the manholes, the Contractor shall, in accordance with good practice, ensure that no earth, sand, rocks or other foreign

material exists on the joint surfaces during assembly of the section. The Engineer shall check each manhole to determine whether the manhole fulfills the requirements of the drawings and specifications.

(A) Visual Examination. The Engineer shall visually check each manhole, both exterior and interior, for flaws, cracks, holes or other inadequacies which might affect the operation of water-tight integrity of the manhole. Should any inadequacies be found, the Contractor, at his own expense, shall make any repairs deemed necessary by the District.

(B) Vacuum Leakage Test. All manholes shall be tested for leakage and all tests shall be witnessed by the District or the District Engineer. The leakage test shall be conducted prior to backfilling around the manhole and shall be carried out in the following manner:

1. Stub outs, manhole boots and pipe plugs shall be secured to prevent movement while the vacuum is drawn.

2. Installation and operation of vacuum equipment and indicating devices shall be in accordance with equipment specifications for which performance information has been provided by the manufacturer and approved by the District or District Engineer.

3. A measured vacuum of 10" of mercury shall be established in the manhole. The time for the vacuum to drop to 9" of mercury shall be recorded.

4. Acceptance standards for leakage shall be established from the elapsed time for a negative pressure change from 10" to 9" of mercury. The maximum allowable leakage rate for a 4' diameter manhole shall be in accordance with the following:

MANHOLE DEPTH	MINIMUM ELAPSED TIME FOR A PRESSURE CHANGE OF 1 INCH Hg
10 feet or less	60 seconds
> 10 ft. but < 15 ft.	75 seconds
> 15 ft. but < 25 ft.	90 seconds

For manholes 5' in diameter, add an additional 15 seconds and for manholes 6' in diameter, add an additional 30 seconds to the time requirements for 4-foot diameter manholes.

5. If the manhole fails the test, necessary repairs shall be made, and the vacuum test and repairs shall be repeated until the manhole passes the test

or the manhole shall be tested in accordance with the standard exfiltration test and rated accordingly.

6. If a manhole joint mastic is completely pulled out during the vacuum test, the manhole shall be disassembled, and the mastic replaced.

.04 - Deflection Test for Non-Rigid Pipe. The maximum allowable pipe deflection for a completely backfilled non-rigid sewer pipe shall not exceed 5 percent of the nominal internal pipe diameter. Deflections in a non-rigid pipe shall be checked by measurement or by pulling a mandrel with the minimum allowable diameter through the pipe. The minimum allowable diameter shall be equal to the minimum interior diameter of the pipe, as specified in the applicable portions of the ASTM Standard Specifications or the pipe manufacturer's recommendations, minus 5 percent of the nominal interior diameter of the pipe. Those sections of non-rigid pipe with deflections greater than the maximum allowable 5 percent shall not be acceptable and the Contractor will remove and replace these sections at his own expense.

Deflection tests will be run if, in the opinion of the District, testing is warranted. The program for testing shall be mutually determined by the District and the Contractor. The Contractor shall furnish all labor, tools and equipment necessary to make the tests and to perform any work incidental thereto.

5.00 DESIGN CRITERIA

.01 - Sizing. All collection sewer lines shall be designed to flow approximately half full at peak flow. One hundred gallons per capita day shall be used as the per capita contribution for average daily flow. A peaking factor of 2.5 shall be used for peak flow. Minimum line size shall be 8 inches.

.02 - Velocities. All design average flow velocities shall be maintained between 2.5 fps and 15 fps. Minimum velocity shall be 2 fps.

.03 - Slope. Minimum sewer line slopes shall be as follows:

8"	.004 ft/ft
10"	.003 ft/ft
12"	.0022 ft/ft
15"	.0015 ft/ft
18"	.0012 ft/ft
21"	.0010 ft/ft
24"	.0009 ft/ft

.04 - Distances. The distance between manholes shall not exceed 400' unless approved by the District Engineer. Manholes shall be required on all changes in grade or alignment.

6.00 GREASE INTERCEPTORS

.01 - General. Because of the impact of grease on the District's lines and treatment plant, grease interceptors are required on establishments preparing or serving food.

All grease interceptors shall be new, and the interceptor and its installation shall be in conformance with the latest edition of the Uniform Plumbing Code except as modified herein.

.02 - Requirements for Grease Interceptors. An approved type grease interceptor complying with the provisions of this section shall be installed in the waste line leading from sinks, drains and other fixtures or equipment in the following establishments: Restaurants, cafes, lunch counters, cafeterias, bars and clubs; hotels, hospitals, factory or school kitchens, or other establishments where grease may be introduced into the Sewer System. A grease interceptor is not required for individual dwelling units or for any private living quarters.

.03 - Specifications and Procedures for Grease Interceptors.

(A) Plans shall be submitted to and approval obtained from the District prior to the installation of any grease interceptor in any establishment.

(B) No grease interceptor shall be installed which has an approved rate of flow of more than 55 gallons per minute, except when specially approved by the District.

(C) No grease interceptor shall be installed which has an approved rate of flow of less than 20 gallons per minute.

(D) Each plumbing fixture or piece of equipment connected to a grease interceptor shall be provided with an approved type flow control or restricting device installed in a readily accessible and visible location in the tail piece or drain outlet of each such fixture. Flow control devices shall be so designed that the total flow through such device or devices shall at no time be greater than the rated capacity of the interceptor. No flow control device having adjustable or removable parts shall be approved.

(E) Each grease interceptor required by this section shall have an approved rate of flow which is not less than that given in the District's EQR schedule for the total number and size of fixtures connected thereto or discharging thereunto. The total capacity in gallons from fixtures discharging into any interceptor shall not exceed 2 1/2 times the flow rate of the subject interceptor.

Any grease interceptor installed or located in such a manner that the inlet is more than 4 feet lower in elevation that the outlet of any fixture discharging into such interceptor, shall have an approved rate of flow which is not less than 50 percent greater than that given in the District's EQR schedule.

(F) No more than 4 separate fixtures shall be connected to or discharged into any 1 grease interceptor.

(G) For the purpose of this section, the term "fixture" shall mean and include each plumbing fixture, appliance, apparatus or other equipment required to be connected to or discharged into a grease interceptor by any provision of this section.

(H) Each grease interceptor shall be vented as required by the Uniform Plumbing Code and each fixture discharging into a grease interceptor shall be individually trapped and vented in an approved manner, expect that an approved type grease interceptor may be used as a fixture trap for a single fixture when the horizontal distance between the fixture outlet and the grease interceptor does not exceed 4 feet and the vertical tail pipe or drain does not exceed 2 feet.

(I) Each grease interceptor shall be installed and connected so that it shall be at all times easily accessible for inspection, cleaning and removal of the intercepted grease.

(J) Interceptors shall be maintained in efficient operating conditions by periodic removal of the accumulated grease. No such collected grease shall be introduced into any drainage piping, public or private sewer, and it shall be disposed of in an environmentally safe manner.

(K) Each grease interceptor shall be constructed of durable material satisfactory to the District and shall have a full size, gas tight cover which can be easily and readily removed.

(L) No water jacketed grease interceptor shall be approved or installed.

(M) Each grease interceptor shall have an approved water seal of not less than 2 inches in depth or the diameter of its outlet, whichever is greater.

(N) No grease interceptor required by this section shall be installed until the type and model of each size thereof has been approved by the District.

(O) The District may require such tests as may be necessary to determine the grease collecting efficiency of the various types and kinds of grease interceptors to establish the rate of flow or other rating thereof. Such test requirements may be revised or modified from time to time as may be deemed necessary by the District. A list of approved and acceptable interceptors shall be kept on file in the office of the District.

(P) No grease interceptor shall be installed which does not comply in all respects with a type or model of each size approved and accepted by the District. Whenever it shall come to the attention of the District that any grease interceptor does not so comply, the District shall immediately suspend or revoke such approval.

7.00 CLEANOUTS

All Service Lines shall have a minimum of 1 cleanout per 100 feet of pipeline length. A cleanout consisting of a vertical 45° Y and another 45°angle the diameter of the Service Line shall be provided within 5 feet of the building being served and the main line to serve the main. The upper 24 inches of the vertical riser shall be durable PVC, cast or ductile iron and terminate 4 inches below grade in unimproved areas and at grade in finished driveways, sidewalks, etc., and be plugged with a water-tight plug. A cast iron valve box with SEWER lid is required in areas of heavy foot or vehicle traffic.

III. TRENCHING, BACKFILLING AND COMPACTION

1.00 GENERAL

.01 - Scope. This section shall include all labor, materials, equipment, and miscellaneous items necessary to perform all excavation, backfilling and compaction of underground sewer lines and appurtenances as specified herein.

All work within the rights-of-way of the Federal Government of the Colorado Division of Highways, County Governments or Municipal Governments shall be done in compliance with requirements issued by those agencies. All such requirements shall take precedence over these Specifications. It shall be the Contractor's responsibility to secure all required excavation permits and pay all costs thereof. Contractor will be required to obtain necessary road cut permits.

.02 - Field Conditions.

(A) Existing Utilities. Underground utilities, except service lines, known to the Engineer have been shown on the Drawings. Locations are approximate only and may prove to be inaccurate. The Contractor is responsible for verification of the existence, location and protection of all utilities within the construction area.

Before commencing with work, the Contractor shall notify all public and private companies who may have utilities within the project limits. The Contractor shall coordinate with these entities all excavation performed. The Contractor shall obtain all permits required by utility owners.
In the event of damage to any existing utility, the Contractor shall be solely responsible for the repair and payment for repair of all such damage.

The Contractor shall make arrangements for and pay all costs for relocation of utilities requiring relocation as indicated on the Drawings. Should utility obstructions, not shown on the Drawings, be encountered and require relocation, the Contractor shall notify the Owner and the Engineer and shall make arrangements necessary for such relocation. The Owner shall pay the costs for such relocation.

(B) Existing Improvements. The Contractor shall restore or protect from

damage all existing improvements encountered in performance of the work. Improvements damaged as a result of this work shall be restored to original condition or better, as determined by the Engineer.

Adjacent property shall be protected by the Contractor from any damage. The Contractor shall be held solely liable for any damage to adjacent property and shall be responsible for all costs resulting from repair of such damage.

(C) Soil Conditions. It shall be the responsibility of the Contractor to examine soil conditions and characteristics, including the presence of groundwater that will been countered within the limits of construction.

.03 - Protection of Work.

(A) All excavation shall be protected by barricades, lights, signs, etc., as required by governing federal, state and local safety codes and regulations.

(B) Sheeting, Shoring and Bracing. Where trench walls are not excavated at a stable slope, the Contractor shall provide and maintain sheeting or a Trench Box sufficient to prevent caving, sliding or failure and property or bodily damage. Any damage due to inadequate support shall be repaired at the sole expense of the Contractor.

Use of a movable trench shield or coffin box will not be allowed where pipe strength is insufficient to support backfill as defined by the trench width after the trench shield is removed.

The Contractor shall be held solely responsible for any violation of applicable safety standards. Particular attention is called to minimum requirements of OSHA and the laws, rules and regulations of the State of Colorado.

(C) Site Drainage - Excavation to be protected from surface water at all times. At no time shall excavated area be allowed to fill with storm water runoff. Contractor shall provide proper, temporary drainage structures at their cost to detour run off from excavated areas.

2.00 MATERIALS

.01 - Embedment Materials. Pipeline embedment materials shall comply with the appropriate class as listed below and as illustrated in the Construction Drawings:

(A) Class A - Use for all PVC, DIP, CMP and concrete pipe under normal construction conditions.

1. Characteristics - Densely compacted Class 6 aggregate granular foundation of depth shown on Typical Details with densely compacted Class 6 aggregate 12" above top of pipe.

(B) Class B - Use where improper trenching or unexpected trench conditions require its use as determined by the Engineer.

1. Characteristics - Concrete cradle foundation with densely compacted Class6 aggregate base backfill to 12" above top of pipe, or densely compacted Class 6 aggregate granular foundation with concrete arch cover to 6" above top of pipe.

*3/4" screened rock shall not be used unless approved by the Engineer.

.02 - Select Material. Subject to approval by the Engineer, select material shall be allowed in place of the aggregate backfill for Class B when excavation and soil conditions allow, but only if approved by Engineer. Contractors shall bid project based upon Class A. If Class B or select material is used, price adjustments shall be made.

(B) Characteristics - Soil materials free from rocks, clods, and organic material.

.03 - Concrete for Embedment. Shall be 2000 psi concrete (28- day compressive strength).

.04 - Backfill Material.

(A) Characteristics - Native materials free from debris, organic matter and frozen material. Uniformly graded sufficient to allow proper compaction.

(B) Gradation - No boulders greater than 6-inch diameter in top 12 inches of backfill. Generally, no boulders greater than 12-inch diameter in remainder of trench. Limited number of boulders not exceeding 24-inch diameter to be allowed at discretion of Engineer provided boulders can be uniformly dispersed and will not interfere in compactive effort.

3.00 METHODS AND PROCEDURES

.01 - Site Preparation.

(A) Clearing - Remove all vegetation, stumps, roots, organic matter, debris and other miscellaneous structures and materials from work site.

(B) Topsoil Removal - Strip existing topsoil from all areas to be disturbed by construction. Topsoil to be stockpiled separately from excavated materials.

(C) Pavement Removal - Asphalt and bituminous pavements to be cut to the full depth of pavement. The vertical face of the cut shall be a straight line parallel to the limit of excavation. Cuts shall be made with a flat-bladed air hammer, concrete saw, or demo-saw. The method used should provide a straight, true cut. All asphalt located within trench limits to be hauled off site.

Concrete pavements, including curbs, gutters and sidewalks, to be saw cut to the full depth of pavement. The vertical face of the cut shall be a straight line parallel

to the limit of excavation.

All pavement removal shall be disposed of offsite. Broken pavement shall not be used in backfill material.

.02 - Trench Excavation.

(A) Limits of Excavation - Trenches to be excavated along lines and grades as approved by the District. Trench widths for pipe loading to be measured 12 inches above top of pipe.

Minimum trench width to be the outside diameter of the pipe or conduit plus 16 inches.

Maximum trench width to be the outside diameter of the pipe or conduit plus: [1] 24 inches for outside pipe diameter of 24 inches or less; [2] 30 inches for outside pipe diameter of 24 inches or greater.

Trench excavation not to be completed more than 100 feet in advance of pipe installation. Backfill to be completed within 20 feet of pipe installation by the end of any working day.

(B) Groundwater Control - Contractor to maintain facilities on site to remove all groundwater from trench. Water shall be kept at least 12 inches below the trench bottom, to a point such that a firm base for pipe or conduit installation exists. Facilities shall be maintained until all concrete is cured and backfilling is in place at least 24 inches above anticipated water levels before water removal is discontinued. All water removal shall be subject to approval by the District.

(C) Stockpile Excavated Material - Excavated material to be stockpiled so as to not endanger the work or public safety. Maintain existing vehicular and pedestrian traffic with minimum disruption. Maintain emergency access and access to existing fire hydrants and water valves. Maintain natural drainage courses and street gutters. Backfill material to be segregated from stockpiled topsoil and unusable backfill materials.

(D) Excavation for Appurtenances. Excavation to be done in accordance with these Specifications and as shown on the Drawings. Adequate working clearances to be maintained around appurtenances. Provisions for base and bottom preparations shall apply to all appurtenances. Precautions to be taken to maintain trench widths in the vicinity of adjacent pipelines and conduits.

.03 - Bottom Preparation.

(A) Undisturbed Foundation - Where soils are suitable and have adequate strength, bottom shall be graded and hand-shaped such that the pipe barrel rests

uniformly on undisturbed soil. All rocks or stones which may result in a point bearing on the pipe shall be removed. Undisturbed grades shall be within 0.1 feet tolerance. Soils for final pipe grade placed within these limits shall be fine granular (100% passing No. 4 sieve) or maybe native materials, hand compacted to 95% maximum density.

(B) Bell Holes - Material to be removed to allow installation of all fittings and joint projections without affecting placement of pipe.

(C). Over-Excavation - Whenever trench is over-excavated to eliminate point bearing rocks or stones or when undisturbed grade tolerance of 0.1 foot is exceeded, the Contractor is to re-establish grade using Class 6 aggregate bedding materials. Compaction shall be 95% maximum density. All work to re-establish grade shall be at the Contractor's expense.

(D). Unstable Materials - Materials which are not capable of supporting super-imposed loadings are defined as unstable materials. Should unstable materials be encountered during excavation, immediately notify the District. If unstable material is encountered, the trench bottom shall be over-excavated (minimum 6 inches) and backfilled with a clean ½" to 1½" rock. The rock backfill provides increased water movement and helps stabilize the trench bottom.

(E) Rock Excavation - Rock excavation shall be defined as removal of boulders in excess of three (3) cubic yards of solid or fractured rock, which makes hand shaping of the bottom impossible and which requires techniques, such as blasting or jacking for removal, other than those which are being employed by the Contractor or are normally used in trench excavation, such as use of backhoes, trenchers, draglines, etc. Should unanticipated rock conditions be encountered, immediately notify the Engineer. If in the opinion of the Engineer, rock excavation is required and the Contractor has in fact made a diligent and determined effort to remove the material using normal excavation procedures as stated above, and the Contractor could not have reasonably been expected to determine the existence of such material during its site investigation, then a contract price for rock excavation shall be negotiated between the Contractor and the Owner. No payment shall be made for excavation performed prior to determination of a negotiated price.

Rock shall be removed to a 4-inch depth below in bottom pipe grading. Additionally, all rock loosened during jacking, blasting, etc., shall be removed from the trench.

.04 - Backfilling.

(A) Tamping Equipment - Except immediately next to the pipe, mechanical or air operated tamping equipment is to be used. Hand equipment, such as T-bar, is to be used next to pipe if necessary. Care is to be taken when compacting under, alongside and immediately above pipe to prevent crushing, fracturing, or shifting

of the pipe. The Contractor is to note densities required for materials being backfilled and shall use appropriate approved equipment to obtain those densities.

Wheel rolling is not considered to be an adequate compaction technique to meet these Specifications and will not be allowed. Where 85 % compaction is required, wheel rolling may be considered. Before acceptance, the Contractor shall backfill a portion of the trench and pay for density testing to verify adequacy of the proposed backfill techniques.

A hydro hammer may be allowed to obtain the specified density up to 4' in depth. The Contractor will be required to re-excavate those areas that have been tamped so that density tests can be taken to ensure that the specified density is being obtained full depth.

(B) Moisture Control - Generally, maintain moisture of the backfill material within ± 2% of optimal moisture content as determined by ASTM D 698. Maintain close tolerances as needed to obtain densities required.

(C) Compaction - Maximum density (100%) based upon ASTM D698 or AASHTO T99.

1. Bedding Material. Includes material used for over-excavation of any kind: 95% Standard Proctor.

2. Select Material: 95% Standard Proctor.

3. Backfill beneath existing or proposed pavements, roadways, sidewalks, curbs, utility lines and other improvements or within five feet horizontally of such improvements. 95% Standard Proctor.

4. Backfill within public or designated right-of-way: 90% Standard Proctor or as shown on the Drawings.

5. Backfill within undeveloped, green or designated area: 85% Standard Proctor.

(D) Placing Backfill - The maximum loose lifts of backfill material shall be as follows (use smaller lifts where necessary to obtain required densities):

1. Bedding and select material: 6 inches;

2. Backfill Material: 6" inches where 95% compaction required; 12" inches where less than 95% compaction required.

(E) Backfilling Appurtenances. Backfilling to be done generally at the same time as adjacent pipelines. Backfilling procedure to conform to this Section. Use special techniques or materials as shown on drawings.

(F) Disposal of Excess Excavation. Contractor to dispose of excess excavation off-site. The Owner shall have the right to elect to have the excess excavation disposed of at a designated site within the project limits. Excavation may be wasted on-site only if approved by the Engineer. Disposal in any case shall be the sole responsibility of the Contractor.

(G) Jetting. Jetting and water inundation are generally not permitted methods of compaction.

(H) Maintenance of Backfill - Contractor to maintain all backfill in a satisfactory condition during the extent of the contract and warranty period. The Contractor will be responsible for repairing any deterioration or settlement of the road surface. Notification of the required repairs will be issued by the District. All costs for repair and all liability, as a result of surface deterioration or settlement, shall be the responsibility of the Contractor.

(I) Clay Barrier Water Stops. Because of the presence of ground water, a clay barrier may be required to be installed full depth in trench in place of all bedding material and backfill. This barrier shall be full depth and two feet thick and installed every 100 to 500 lineal feet of trench, depending on slope and conditions. Clay barrier installation shall be considered incidental to the pipe installation and not paid for separately.

.05 - Surface Restoration. All existing surface improvements and site conditions disturbed or damaged during construction to be restored to a condition equal to pre-construction condition. All restoration costs are considered incidental to the excavation and backfill.

(A) Improvements - Replace, repair or reconstruct all improvements as required. Work will not be accepted until restoration is accepted by the District and all affected property owners. Improvements include, by example, other utilities, culverts, structures, curb and gutter, mailboxes, signs, sprinkler systems, etc.

(B) Final Grading. The Contractor is to re-establish existing final grade or finish final grades as modified and shown on the Drawings. The Contractor is to backfill to proper subgrade elevation with backfill material to allow placement of surface improvements or materials.

(C) Roadways - All roadways shall be restored to original condition with the following minimum depths required:

1. Minimum base course material on gravel roadways or minimum depth gravel on hard surface roadways to be 12 inches.

2. Minimum bituminous surfacing to be 3 inches.

3. Minimum concrete paving to be 6 inches.

4.00 QUALITY CONTROL - FIELD

.01 - Compaction. It should be fully understood that it will be the sole responsibility of the Contractor to achieve the specified densities for all embedment and backfill materials placed. Contractor will be responsible for ensuring that correct methods are being used for the placement and compaction of said materials. Correct backfill methods include, but are not limited to:

(A) Use of proper equipment for existing soil condition encountered.

(B) Moisture content of existing soils; determination if water should be added or if soil should be air-dried to reduce moisture content.

(C) Thickness of backfill lift.

Contractor may, at its own expense, have an approved geotechnical engineer monitor the methods of backfill and compaction used to ensure that the desired densities are being obtained. Inspection and testing will be performed as directed by the District. Testing will be conducted as a quality control check to verify the Contractor's compliance with the standards indicated in the Specifications.

.02 - Inspection and Testing. Inspection and testing to be performed at the direction of the District. Contractor to cooperate fully with all persons engaged in testing. Contractor to excavate as required to allow testing. Contractor to backfill all test excavations in accordance with these regulations.

.03 - Density Testing and Control.

(A) Reference Standards - Density/moisture relationships to be developed for all soil types encountered according to ASTM D698 or AASHTO T99.

(B) Field Testing - Testing for density during compaction operations to be done in accordance with ASTM D2922 using nuclear density methods.

(C) Frequency of Testing - Minimum of one (1) test for each 100 feet of trench or as directed by the District. Contractor to excavate to depths required by Engineer for testing and backfill test holes to density specified. Testing to be paid for by the Contractor or Developer.

(D) Retesting. In the event of failure to meet compaction criteria. Contractor shall re-excavate and re-backfill at direction of District. All retesting to be paid for by Contractor and to be performed by soils testing firm approved by the District.

APPENDIX C

WEST GLENWOOD SPRINGS SANITATION DISTRICT

SPECIAL FEE AND COST REIMBURSEMENT AGREEMENT

This Special Fee and Cost Reimbursement Agreement is entered into by and between the West Glenwood Springs Sanitation District, whose address is 0051 Riverine Rd., Glenwood Springs, CO 81601 (hereinafter "District") and _____, whose address is _____, (hereinafter "Petitioner");

W I T N E S S E T H:

WHEREAS, the District is a Colorado special district and quasi-municipal corporation formed and functioning under the authority of C.R.S. § 32-1-101, *et seq.* and § 31-35-401, *et seq.*, providing sanitary sewer service to the area in and around West Glenwood Springs, Colorado; and

WHEREAS, Petitioner is the owner of that certain real property described in Exhibit A, attached hereto and incorporated herein by this reference, and desires to undertake the projects or activities described in Paragraph 1; and

WHEREAS, the above activity or project will require the District to provide the special services and incur the costs set forth in Paragraph 2; and

WHEREAS, pursuant to C.R.S. § 32-1-1001(1)(d), (j-m) and § 31-35-402(1)(f), the District has the authority to require reimbursement of its out-of-pocket costs in providing services to District Customers, including but not limited to sewer connections, inclusions and exclusions from the District, and planning and review of line extensions; and

WHEREAS, the District's Rules and Regulations provide that the District may charge legal, engineering, publication, recording, inspection, and other fees of Customers desiring services from the District; and

WHEREAS, the special fees paid and collected by virtue of this Agreement shall be used solely to pay for the cost of planning, engineering review and inspection, legal review, administrative review, and actual out-of-pocket costs incurred by the District in relation to the anticipated project; and

WHEREAS, the Board of Directors of the District and Petitioner desire to set forth their agreements and understandings concerning this matter.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Petitioner desires to undertake the following projects or activities involving the District or its Sewer System:

_____ Inclusion into the District
_____ Exclusion from the District
_____ Sewer line extension
_____ Other (describe) _____

2. The activity or project being undertaken by Petitioner will require the District to provide the following special services or incur the following costs:

_____ Engineering review and advice
_____ Legal review and advice
_____ Preparation of plats or plans
_____ Inspections
_____ Recording fees
_____ Filing fees
_____ Publication costs
_____ Administrative costs (*i.e.*, long distance phone calls, faxes, etc.)
_____ Other (describe) _____

3. Petitioner agrees to pay the District in full for all special services provided or actual costs incurred by the District in relation to the project or activity described above on receipt of an itemized billing for those services from the District. All such amounts are due within thirty (30) days of the date of the bill, with interest on any overdue amounts to be assessed at one percent (1%) per month. In the event that such amounts remain unpaid thirty (30) days after the date they are billed, the District reserves the right to cease supplying any and all sewer services being provided, review and processing of applications for service, inclusion, exclusion, and line extension. In the event the District is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorney's fees, filing, and recording fees incurred in such collection efforts in addition to the unpaid amounts due, plus interest.

4. Petitioner agrees to provide a deposit to the District in the amount of $_____ at the time of making the initial application for the _____. The District shall not commence to provide any of the services desired by the applicant, or advance any costs, until this deposit is received by the District. Any amount by which the applicant's deposit exceeds the cost assessed under this Section shall be refunded to the applicant within the reasonable time after final action has been taken on the project. Any amount by which the deposit is less than the total cost due to the District under this Agreement shall be due and payable subject to the provisions of paragraph 2, above.

5. The District specifically does not agree to act favorably on the application made by Petitioner in exchange for payment of the special fees set forth above.

6. This Agreement constitutes the entire and complete agreement of

the parties on the subject matter herein. No promise or undertaking has been made by any party, and no understanding exists with respect to the transaction contemplated, except as expressly set forth herein. All prior and contemporaneous negotiations and understandings between the parties are embodied and merged into this Agreement.

7. This Agreement may be amended from time to time by amendments made by the parties in written form and executed in the same manner as this Agreement.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.

9. If any covenant, term, condition, or provision under this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein.

10. The parties agree and intend that this Agreement shall run with the land described in Exhibit A, attached hereto, and be a burden upon that property until final payment has been made to the District of all fees due and payable under this Agreement, or until the earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this SPECIAL FEE AGREEMENT on the day and year adjacent to their respective signatures.

WEST GLENWOOD SPRINGS SANITATION DISTRICT:

Date: _____ By: _____
President

ATTEST:

_____
Secretary

PETITIONER:

Date: _____ By: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 20_____, by _____.

WITNESS my hand and official seal.

My Commission expires: _____.

_____
Notary Public