City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, April 4, 2017 | **6:30 PM** | **Council Chamber**

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment (with the exception of scheduled public hearings)

5. Consent Agenda Items

a) ID# 17-86 — Motion to appoint Benjamin Currier and Steven Katzman as substitute municipal court judges for two-year terms and to provide compensation adjustments based on their 2017 performance evaluations

b) ID# 17-89 — Motion to appoint Loretta Huffine as substitute municipal court judge for a two-year term

c) ID# 17-87 — Approval of the March 7, 2017 regular meeting minutes

Attachments: 03-07-2017 CC Action Minutes

6. Ordinances on First Reading

a) Ordinance 05-2017 — An ordinance on first reading for Industrial Wastewater Pretreatment code revisions

Attachments:
- Ordinance No. 05-2017
- Ordinance Exhibit A Schedule of Fee Changes
- Code Revisions Proposed Littleton City Code Summary
- Code Revisions Fee Evaluation Study
- Englewood Council Communication
- Code Revisions PP
- Memo dated 03-16-2017 from L/E WWTP Explaining Proposed Code Changes

b) Ordinance 07-2017 — An ordinance on first reading for addendums to Wastewater Connector's Agreement Addendums and Sewer Service Agreement Addendums with connecting sanitation districts

Attachments:

- Ordinance No. 07-2017
- 2017 Addendums to Sewer Service Agreements LEWWTP Final PP.pdf
- Ordinance 07-2017 Exhibit A List
- 2017 Addendum to Service Agreements LEWWTP Bow Mar Water and Sanitati
- 2017 Addendum to Sewer Service Agreements LEWWTP Columbine Water anc
- 2017 Addendum to Sewer Service Agreements LEWWTP Grant Water and San
- 2017 Addendum to Sewer Service Agreements LEWWTP Meadowbrook Fairvie
- 2017 Addendum to Sewer Service Agreements LEWWTP Platte Canyon Water
- 2017 Addendum to Sewer Service Agreements LEWWTP Roxborough Park Me
- 2017 Addendum to Sewer Service Agreements LEWWTP Southwest Metro Wat
- Memo 3-6-2017 RE Sewer Service Wastewater Connector's Agreement Addenc
- Memo 3-16-2017 RE Sewer Service Agreement Addendums

7. General Business

a) **Resolution 08-2017** — Resolution approving a Memorandum of Understanding (MOU) between the City of Littleton and Littleton/Englewood Wastewater Treatment Plant defining sanitary sewer interceptor ownership

Attachments:

- Resolution 08-2017
- Memorandum of Understanding
- Exhibit A Map Defining Interceptor Ownership

8. Comments / Reports

a) City Manager

b) Council Members

c) Mayor

9. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.

PUBLIC COMMENT

ALL PUBLIC COMMENT WITH THE EXCEPTION OF PUBLIC HEARINGS (SEPARATE SHEETS FOR EACH PUBLIC HEARING ARE LOCATED WITH CORRESPONDING MATERIALS FOR THAT ITEM)

3 MINUTE LIMIT PER SPEAKER

Tuesday April 4, 2017

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	EMAIL ADDRESS	ITEM # / SUBJECT
1. JASON VIRZI, 8071 S. BROADWAY #A 80122 ✓	jason@38statebrew.com	ON-STREET PARKING VARIANCE
2. JOHN CRAIG, 5896 S. CROCKER, 80120 ✓	JCRAIG@4SITEADVISORS.COM	38 STATE PARKING
3. Jeanie Erickson, 5567 S. King St. 80123 ✓		Geneva Village
4. Don Bonus, 11332 S. Gaylord St. 80120 ✓		Changing Face of Housing Demand
5. Frank Attwood ✓		
6. Carol ✓		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Jason Virzi

March 15, 2017

Littleton City Council
2255 W Berry Ave
Littleton, CO 80120

Re: 38 State Brewing Company
8071 South Broadway Unit A
Littleton, CO 80122

Dear Council:

This letter is to formally request a street parking variance to allow customer parking on the street behind the operating brewery at 8071 S Broadway, located in the Southpark neighborhood association area.

Our office has worked on behalf of the Owner for over three years. In Late 2015, 38 State completed a renovation that increased their brewing capacity and therefore their customer traffic. Since operating for over a year with a larger brewing system, it is apparent the lack of parking in the adjacent areas is detrimental to the breweries success. Customers are attempting to park in adjacent lots, creating issues between the businesses and jeopardizing goodwill between neighbors.

The adjacent commercial uses are primarily automotive repair facilities; sharing limited parking that fronts South Broadway. These repair facilities often park vehicles for days while they wait for parts. 38 State Brewing has customers that, on average, spend less than 2 hours in the brewery. The parking lot congestion frustrates would-be customers from visiting the brewery, despite generous amounts of street are immediately to the west.

Behind 38 State, Southpark Plaza Drive runs north/ south and is an underutilized road, barely serving any parcels to the east, including 38 State. Southpark Plaza is wide enough to allow street parking along both sides. If patrons were allowed to park on the east side, it would be an easy half block to the brewery entrance. Therefore, we are requesting a variance to allow parking along the east side of Southpark Plaza for about 200 yards.

Southpark Plaza road has no access points on the west where we are requesting parking be allowed. Because of this lack of traffic and generous space, the drivers now use the road as a track, speeding north or south without regard to the posted speed limits. As urban design studies confirm street parking makes drivers slow down and prevents accidents, we believe allowing street parking at Southpark Plaza will slow speeding cars as an important side benefit to the HOA and make the area safer for pedestrians.

4SITE ADVISORS
YOUR PROJECT VANGUARD

1501 WAZEE ST UNIT 1-C DENVER, COLORADO 80202 4SITEADVISORS.COM

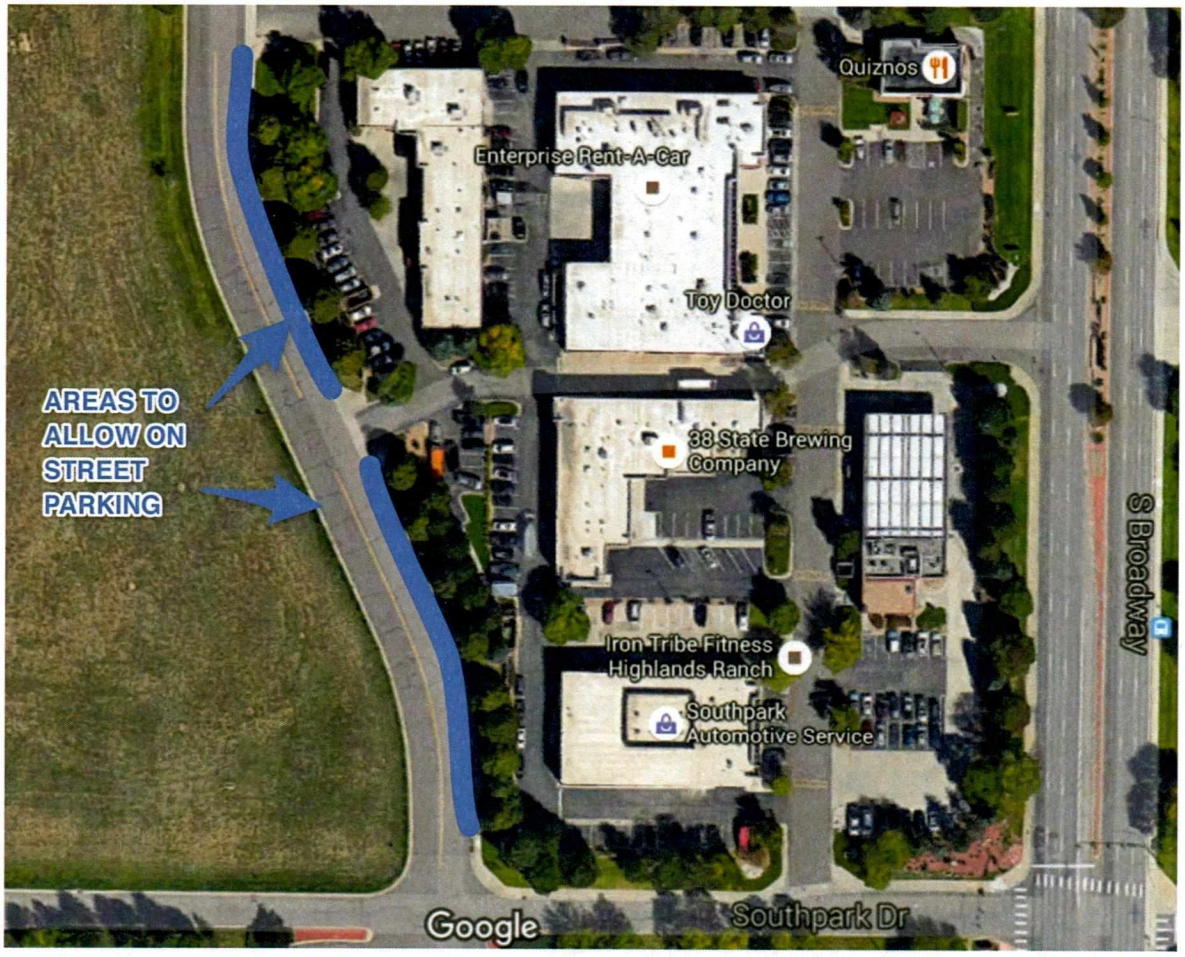
Below is a diagram showing the area we are requesting allowing street parking for the purpose of relieving congestion and improving safety for all.

We appreciate your consideration in this matter.

Sincerely,

John Craig,
AIA LEED AP BD + C
4Site Advisors, Inc.

AREA MAP



cc: Jason Virzi, Vice President
38 State Brewing Company

All Traffic Data Services, Inc
www.alltrafficdata.net

Site Code: 1
Station ID: 1
SOUTHPARK PLAZA N/O SOUTHPARK DR

Start	04-Jan-16		05-Jan-16		06-Jan-16		07-Jan-16		08-Jan-16		Weekday Average		09-Jan-16		10-Jan-16	
Time	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
12:00 AM	*	*	*	*	3	0	3	0	0	1	2	0	3	3	5	1
01:00	*	*	*	*	2	2	0	0	0	1	1	1	3	0	1	2
02:00	*	*	*	*	0	0	0	0	0	2	0	1	2	2	1	0
03:00	*	*	*	*	0	1	0	0	0	1	0	1	0	2	0	2
04:00	*	*	*	*	1	0	2	0	0	4	1	1	0	2	0	0
05:00	*	*	*	*	9	4	3	3	5	7	6	5	1	4	0	0
06:00	*	*	*	*	30	20	29	20	15	25	25	22	6	3	1	2
07:00	*	*	*	*	54	42	60	40	26	69	47	50	12	19	6	7
08:00	*	*	*	*	73	43	57	38	37	51	56	44	13	33	5	18
09:00	*	*	*	*	76	36	**65**	44	36	68	59	49	41	63	16	23
10:00	*	*	*	*	58	39	44	64	37	73	46	59	37	**77**	12	33
11:00	*	*	*	*	**86**	**70**	57	**88**	**57**	**79**	**67**	**79**	**46**	69	**22**	**39**
12:00 PM	*	*	*	*	**112**	**102**	72	103	68	**116**	**84**	**107**	39	58	26	**69**
01:00	*	*	*	*	100	85	77	**121**	**71**	93	83	100	35	56	26	34
02:00	*	*	*	*	83	61	65	62	46	84	65	69	27	59	**37**	54
03:00	*	*	*	*	62	51	62	69	49	88	58	69	**44**	**72**	27	37
04:00	*	*	*	*	74	78	68	102	62	98	68	93	29	48	26	27
05:00	*	*	*	*	71	70	**78**	87	47	79	65	79	34	33	24	27
06:00	*	*	*	*	41	44	58	53	37	42	45	46	25	51	20	24
07:00	*	*	*	*	21	27	32	33	34	42	29	34	22	36	12	12
08:00	*	*	*	*	15	24	14	16	19	20	16	20	12	17	3	7
09:00	*	*	*	*	6	12	8	9	4	13	6	11	5	6	5	4
10:00	*	*	*	*	7	5	4	4	11	8	7	6	2	8	4	1
11:00	*	*	*	*	12	1	5	3	2	4	6	3	2	6	1	2
Total	0	0	0	0	996	817	863	959	663	1068	842	949	440	727	280	425
Day	0		0		1813		1822		1731		1791		1167		705	
AM Peak	-	-	-	-	11:00	11:00	09:00	11:00	11:00	11:00	11:00	11:00	11:00	10:00	11:00	11:00
Vol.	-	-	-	-	86	70	65	88	57	79	67	79	46	77	22	39
PM Peak	-	-	-	-	12:00	12:00	17:00	13:00	13:00	12:00	12:00	12:00	15:00	15:00	14:00	12:00
Vol.	-	-	-	-	112	102	78	121	71	116	84	107	44	72	37	69

All Traffic Data Services, Inc
www.alltrafficdata.net

Site Code: 1
Station ID: 1
SOUTHPARK PLAZA N/O SOUTHPARK DR

Start	11-Jan-16		12-Jan-16		13-Jan-16		14-Jan-16		15-Jan-16		Weekday Average		16-Jan-16		17-Jan-16	
Time	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
12:00 AM	1	2	1	0	*	*	*	*	*	*	1	1	*	*	*	*
01:00	1	1	1	0	*	*	*	*	*	*	1	0	*	*	*	*
02:00	0	1	0	0	*	*	*	*	*	*	0	0	*	*	*	*
03:00	0	0	0	1	*	*	*	*	*	*	0	0	*	*	*	*
04:00	0	1	1	3	*	*	*	*	*	*	0	2	*	*	*	*
05:00	1	7	2	8	*	*	*	*	*	*	2	8	*	*	*	*
06:00	17	28	18	29	*	*	*	*	*	*	18	28	*	*	*	*
07:00	32	71	29	78	*	*	*	*	*	*	30	74	*	*	*	*
08:00	36	84	33	78	*	*	*	*	*	*	34	81	*	*	*	*
09:00	45	86	41	79	*	*	*	*	*	*	43	82	*	*	*	*
10:00	37	84	34	77	*	*	*	*	*	*	36	80	*	*	*	*
11:00	**81**	**132**	**75**	**121**	*	*	*	*	*	*	**78**	**126**	*	*	*	*
12:00 PM	**96**	**126**	**89**	**116**	*	*	*	*	*	*	**92**	**121**	*	*	*	*
01:00	73	116	67	106	*	*	*	*	*	*	70	111	*	*	*	*
02:00	57	93	73	82	*	*	*	*	*	*	65	88	*	*	*	*
03:00	60	69	63	77	*	*	*	*	*	*	62	73	*	*	*	*
04:00	61	102	73	86	*	*	*	*	*	*	67	94	*	*	*	*
05:00	78	79	72	116	*	*	*	*	*	*	75	98	*	*	*	*
06:00	41	41	38	50	*	*	*	*	*	*	40	46	*	*	*	*
07:00	22	16	29	33	*	*	*	*	*	*	26	24	*	*	*	*
08:00	10	14	11	10	*	*	*	*	*	*	10	12	*	*	*	*
09:00	7	9	7	8	*	*	*	*	*	*	7	8	*	*	*	*
10:00	5	20	4	5	*	*	*	*	*	*	4	12	*	*	*	*
11:00	3	0	2	1	*	*	*	*	*	*	2	0	*	*	*	*
Total	764	1182	763	1164	0	0	0	0	0	0	763	1169	0	0	0	0
Day	1946		1927		0		0		0		1932		0		0	
AM Peak	11:00	11:00	11:00	11:00	-	-	-	-	-	-	11:00	11:00	-	-	-	-
Vol.	81	132	75	121	-	-	-	-	-	-	78	126	-	-	-	-
PM Peak	12:00	12:00	12:00	12:00	-	-	-	-	-	-	12:00	12:00	-	-	-	-
Vol.	96	126	89	116	-	-	-	-	-	-	92	121	-	-	-	-

Comb. Total	1946	1927	1813	1822	1731	3723	1167	705
ADT	ADT 1,818	AADT 1,818						

Custom
Management Group
2950 South Jamaica Court ◆ Suite 101 ◆ Aurora Colorado 80014 ◆ Phone: (303) 752-9644 ◆ Fax: (303) 751-5188

February 2, 2016

Pat Kloberdanz
South Broadway Car Care Center, LLC
601 Corporate Circle
Golden, CO 80401

Re: Request for On-Street Parking - 8071 S. Broadway, Littleton, CO

Dear Mr. Kloberdanz:

Thank you for attending the January 22, 2016, SouthPark Board of Directors Meeting, and presenting your request that customers of your tenant, 38 State Brewery, be allowed to park along the east side of SouthPark Plaza. The Board reviewed and discussed the material you provided and directed this response.

One of the original concepts of the development of SouthPark is that there would be no on-street parking. This is supported in the Declaration of Covenants, which specifically prohibits on-street parking. Further, parking areas on properties throughout the Park are required by the Covenants and the Development Guidelines, to be screened from view by physical barriers such as a wall or landscape buffer. The governing documents clearly place a high value on aesthetics and want to direct the focus to the buildings and/or surrounding landscape. This clean, uncongested look, helps differentiate SouthPark from other suburban office environments. For this reason, SouthPark has denied your request for on-street parking

SouthPark understands that changes in the composition of tenants at a retail project such as yours, can present an owner with parking challenges from time to time. While SouthPark is sympathetic to these specific owner issues, it also recognizes that SouthPark has a responsibility to all owners in the park, and to the park as a whole, and it must strive maintain the integrity and intent of the governing documents.

Sincerely,
SouthPark Owners Association, Inc.
c/o Custom Management Group, Inc.

By: _____
Channing Odell

Custom
Management Group
2950 South Jamaica Court ◆ Suite 101 ◆ Aurora Colorado 80014 ◆ Phone: (303) 752-9644 ◆ Fax: (303) 751-5188

August 2, 2016

Pat Kloberdanz
South Broadway Car Care Center, LLC,
601 Corporate Circle
Golden, CO 80401

Re: Request for On-Street Parking - 8071 S. Broadway, Littleton, CO

Dear Mr. Kloberdanz:

The Board of Directors, at the July 19, 2016, Board Meeting, reviewed your email-letter dated July 11, 2016, requesting that the SouthPark Owners Association, Inc ("Association"), grant a variance to South Broadway Car Care Center, LLC, to allow its customers to park along the east side of SouthPark Plaza. The Board directed this response.

The Board discussed your original request for a variance which was presented at the January 22, 2016, Board Meeting, and the response given by the Association at that time. The Declaration of Covenants for SouthPark, specifically prohibits on-street parking. The governing documents clearly place a high value on this aspect of the overall park environment and the Board supports this position. The Board has again denied your request for a variance to allow on-street parking.

The Association understands that changes in the composition of tenants at a retail project such as yours, can present an Owner with parking challenges from time to time. While the Association is sympathetic to these specific Owner issues, it also recognizes that it has a responsibility to all Owners in the park, and to the park as a whole, and it must strive to maintain the integrity and intent of the governing documents.

Sincerely,
SouthPark Owners Association, Inc.
c/o Custom Management Group, Inc.

By:_____
Channing Odell

Don Bruns

The Changing Face of Millennials

And What that Means for Littleton's Future

"Walkable and Affordable" was a November 2012 the Denver Post article on where Millennials say they want to live: almost exactly one third each said urban settings, the suburbs, and rural or small town surroundings.

Now nearly five years later, that wisdom no longer applies. Almost exactly one year ago Colorado DOLA and the Urban Land Institute generated demographics, "Debunking the Millennial Home-buying Myths." They wrote, "Young homebuyers are ditching city centers for the additional space and lower prices farther out."

1. They get a better deal
2. They need more space
3. They want a yard for kids and dogs
4. They're close enough to city amenities
5. They don't work downtown or they can telecommute
6. They see potential for resale value

A 2016 *Youthful Cities* group study discovered seven reasons why Millennials are fleeing big cities:

1. Cost of Living
2. Lack of Employment
3. A Preference for Cars Over Public Transportation
4. Safety
5. Housing that Has More Space
6. Inadequate Healthcare Access
7. Improper Access to Post-Secondary Job Skill Education

Last year Cicely Wedgeworth at realtor.com wrote, "You want a real estate revolution? We've got you covered: Next year, more than half of all homes will be bought by first-time homebuyers…most of those newbies will be millennials." Their chief economist Jonathan Smoke said, "This represents an 'Oh, shift' moment in housing…With so many first-time buyers in the market, competition will be even fiercer next year for affordable starter homes in the suburbs."

For citizens as well as Council to get a glimpse of how far off-target Council majority's "love affair" with cracker-box development has been, here are some key projections for 2017:

Homes in Demand	Millennials	Baby Boomers
Condos, only…	10%	9%
Townhomes…	34%	11%
Single-family homes are most desirable…	39%	71%

Where Buyers Want to Live	Millennials	For Baby Boomers
Urban area, only…	11%	5%
Rural + Small Town…	22%	31%
Suburbs + Outlying Suburbs…	50%	50%

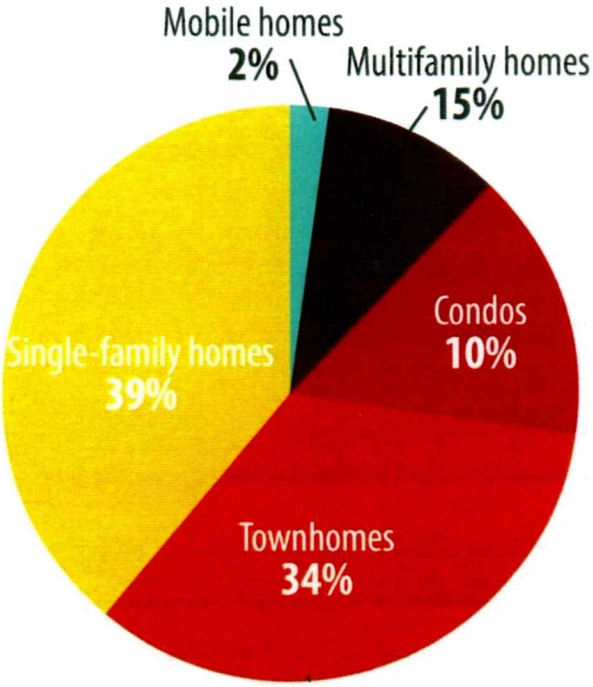
Adam Ducker at RCLCO real estate consulting says, "The real problem here is that nobody in the homebuilding industry is giving them a product they want…The overarching point is that the suburban municipalities haven't been as involved as they should be…Suburbs shouldn't just be thinking about attracting millennials to pay property tax. They need them here now to make sure the next generation of workers stays there as well."

My hope is that this information plus the articles I've provide each of you might just help turn Council majority around so that our city avoids being a recipient of the "*Golden Crackerbox Building Award for Community Character Uglification.*"

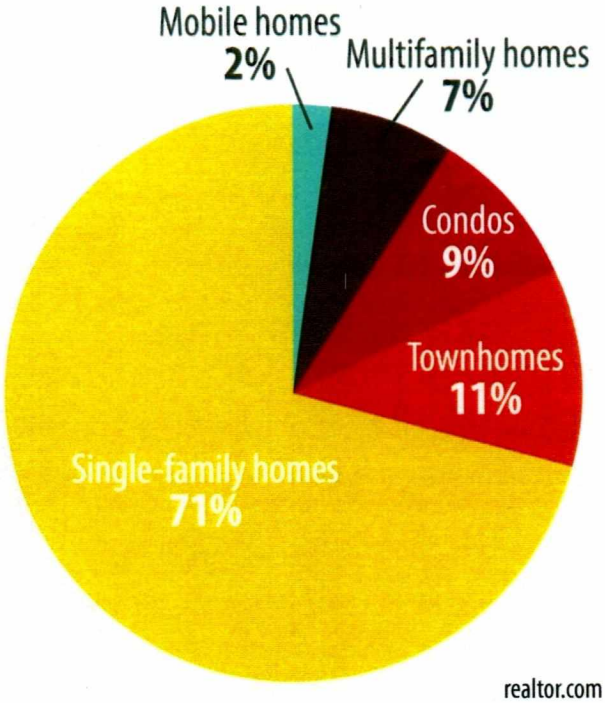
Thank you very much!

The Homes That Will Be in Demand

Millennials (25-34):



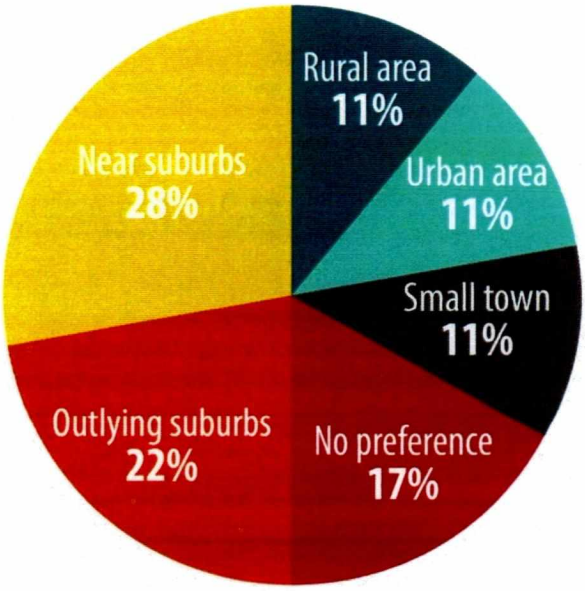
Baby boomers (55-64):



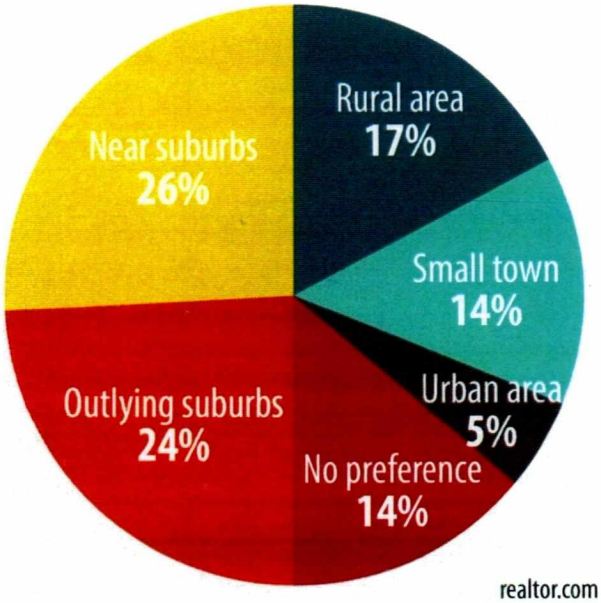
realtor.com

Where Buyers Want to Live

Millennials (25-34):



Baby boomers (55-64):



realtor.com

Walkable and affordable: what Millennials want when they buy a home

By SPECIAL TO THE DENVER POST
November 16, 2012 at 4:09 am

Studies show that Gen-Y homebuyers – the 'Millennial Generation' – are almost evenly split in their preference of where they imagine living: around 33 percent say they'd prefer an urban setting, 35 percent want the suburbs; and the remainder imagines rural or small town surroundings.

"But when it comes to HOW they want to live, it gets interesting," says Carl Koelbel at developer Koelbel and Company.

"Even those who say they want a suburban lifestyle want to be able to walk places and to ride their bikes," Koelbel adds. "There's a disconnect there; very evident when those buyers tour typical suburban housing stock. What they see fits the 'where,' but not the 'how.'"

That was one of the topics the Urban Land Institute discussed last month when their annual meeting returned to Denver. Koelbel, who was a panelist on Gen-Y preferences, says buyers are now beginning to find projects with walkable urban attractions, even in neighborhoods that don't have historic parks and shopping districts you find in popular areas like downtown, Highlands, LoHi and Platt Park.

"Lots of people want to live in those areas and can't," says Tom Morton, senior vice president at Brookfield Residential. He's now at work on Midtown, a neighborhood with both for-sale and rental residential taking shape on Pecos Street midway between I-76 and the Boulder Turnpike, just north of the City of Denver. Midtown, expected to open its models just before Christmas, will offer prices from the mid-$200s; well below what those same buyers can find in walkable but pricey Highlands. Buyers will have the Clear Creek Trail nearby, and get a 43-acre park, community gardens, an event plaza, and 12,000 square feet of planned retail on site. Denver's historic Berkeley neighborhood, where popular dining spots lead the way into Highlands' restaurant epicenter, is three minutes south.

Morton says location, always the most important component in real estate, has become even more important as Gen-Y buyers hunt for a habitat. "It's a killer location," Morton says about 180-acre Midtown, "20 minutes to the University of Colorado in Boulder, 20 minutes to the Denver Tech Center." He tried a nearby onramp to the HOV toll lane on I-25 and clocked his time to downtown at nine minutes during rush hour.
Searching for urban settings is a priority at Koelbel Urban Homes, Koelbel and Company's new venture into city lifestyles. Earlier this year Koelbel ventured four luxury-attached homes near Platt Park and the Pearl Street dining district west of DU. Those disappeared to sales, as Koelbel readied a site at W. 32nd and Vallejo for 18 townhomes ranging from around 1,500 to 1,640 square feet, just off LoHi's restaurant

row. Prices were centered at $400,000 – but LoHi Court neared sellout on its pre-sale opening weekend (only one is left).

That leaves Koelbel in pursuit of other sites with similar walkability: south of Highlands near Sloan Lake; in Platt Park; north of Cherry Creek in Congress Park, close to the redevelopment scene on E. Colfax, where Sprout's Farmers Market is headed; and near the former hospital sites on Colorado at 8th Avenue, where Trader Joe's is coming. While Koelbel brings new settings to market in 2013, low vacancy rates showcase opportunities for apartments offering the same features. "In both homes-for-purchase and apartments, you're seeing more utilitarian layouts," Carl Koelbel says. "Gen-Y buyers don't need a dining room and a living room; the same room works for both. Studies are showing those buyers tend to be closer to their parents than the boomers were, and there's a strong need to entertain family."

The tradeoff for the buyer is affordability; while delivering the access to attractions millennial buyers need – something Tom Morton says buyers will see next month when Midtown opens sales. Brookfield, which used three architects to create design diversity in its Midtown offerings, will show two other components that speak to Gen Y buyers: an emphasis on storage space for outdoor gear, and energy design, with HERS scores expected to come in at super-efficient ratings below 50.

Mark Samuelson writes on real estate and business; you can email him at mark@samuelsonassoc.com. You can see all of Mark Samuelson's columns at DenverPost.com/RealEstate.

Millennial Demographics

Trends in Colorado

Elizabeth Garner
State Demography Office
Colorado Department of Local Affairs
2016
www.colorado.gov/demography

Urban Land Institute

Millennials: What do Denver's Optimistic Urbanists Really Want?

April 27, 2016

metrostudy delivers business

Why More Millennials Are Buying Homes in the Suburbs

Young homebuyers are ditching city centers
for the additional space and lower prices farther out

1. They get a better deal
2. They need more space
3. They want a yard for kids and dogs
4. They're close enough to city amenities
5. They don't work downtown or they can telecommute
6. They see potential for resale value

DEBUNKING THE MILLENIAL HOME-BUYING MYTHS

- **Millennials refuse to leave the city**

  Source: Hartley Wood: Responsive Home Survey

  FALSE **53%** most prefer suburban living over urban & rural

  83% prefer more space in a less populated community

- **Millennials do not feel confident about buying a home**

  FALSE **75%** say emotional readiness is a purchase driver

  54% of homebuyers say the experience was better than expected

- **Millennials prioritize needing the latest tech in their home**

  FALSE **Practicality trumps design features and technology.** Smart home tech (48%) is on the low end of important home features, while qualify construction (86%) and low maintenance (76%) rise to the top

Millennials Are Fleeing Big Cities
Here Are 7 Reasons Why:

A study conducted in 2016 by the *YouthfulCities* group surveyed 15,000 millennials in 34 cities through the globe (http://media.wix.com/ugd/3a3a66_0ef21ccdc3384534a39e31720a761dce.pdf), and 58 percent of them said that they planned to flee the urban areas and escape to the suburbs. Here are seven reasons why this is happening.

1. Cost of living
The urban attribute that caused the most concern for millennials globally and in North America is affordability. Millennials view cities as becoming less and less affordable, and the data substantiates this view. Capital One and New York University's Furman Center for Real Estate and Urban Policy report found that between 2006-2014, the cost of rent in city limits increased at a higher rate than in the suburbs, and a Zillow study determined that urban areas per square feet are 15 percent more expensive than rural areas. This would certainly explain why the two lowest income groups had the highest move-out rate relative to expectation in the cities.

2. A lack of employment
The second largest concern among millennials in cities globally and in North America was employment because of, according to the study, "the number of graduates far exceeding the availability of stable jobs." The recession hit urban and rural areas about equally, as city workers were 0.9 percent more likely to be unemployed than suburban workers, and job growth since has been about equal. But what is particularly disconcerting is the high percentage of millennials who are neither in the labor force or attending school in the big cities. Examples include (based on 2014 data):

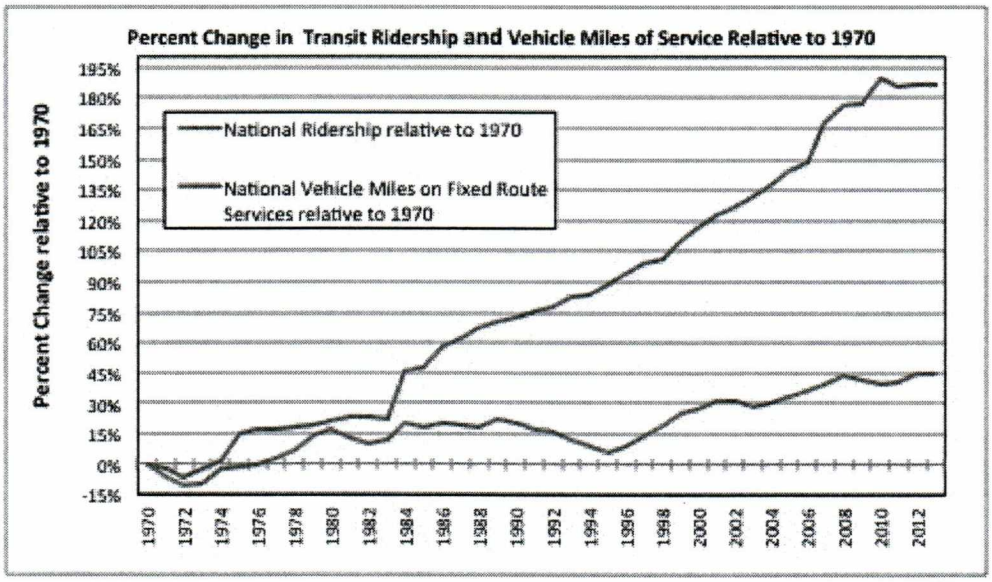
- Detroit, MI: 14 percent
- Miami, FL: 13.3 percent
- Philadelphia, PA: 11.3 percent
- Baltimore, MD: 10.1 percent
- New York, New York: 10.1 percent

3. A preference for cars over public transportation
According to the *Associated Press*, the percentage of millennials buying cars has skyrocketed to 28 percent. In fact, 80 percent of millennials get around via car, and according to *The Pew Charitable Trusts*, millennials like having the option of more available parking spaces that simply aren't available in the city. Meanwhile, the study shows that millennials don't feel that mass transit is performing well in cities, which is confirmed by data showing that mass transit ridership is declining. *Reason* magazine has [produced a video]...to explain why:

Mass Transit Use Is Declining As Millennials Buy More Cars
Turns out young people actually like driving.—Jim Epstein Apr. 30, 2016 7:00pm

More than a quarter of U.S. government spending on surface transportation goes to mass transit, and yet mass transit accounts for less than 2 percent of total trips taken nationwide. The Competitive Enterprise Institute's Marc Scribner attributes this eye-popping mismatch to a persistent "falsehood peddled by the transit lobby": *If you build it, they will come.*

A stunning chart put together by the University of South Florida's Steve Polzin illustrates how transit supply has failed to create its own demand. The blue line represents transit ridership; the red line shows the expansion of the country's mass transit infrastructure going back to 1970. Their divergence is a "report card on productivity that mom and dad would hardly be proud of," Polzin writes. It's also a statistical representation of a sad yet all-too-familiar scene in American cities: empty light rail trains chugging along main streets in deserted downtowns.



Steven Polzin

As Polzin notes, data from the Bureau of Transportation Statistics and the National Transit Data Program show that transit ridership in the U.S. has been declining recently. Yet advocates hold out hope that millennials will deliver on the mass transit renaissance they've been claiming is right around the corner since the 1970s.

It's not going to happen. As Reason Foundation Director of Transportation Policy Bob Poole noted recently, J.D. Power's and Bankrate.com report that car buying is surging among millennials. This data contradict a 2014 paper from the Public Interest Research Group (PIRG) claiming young people were no longer attracted to automobiles and therefore the U.S. should divert even more money to transit.

4. Safety

According to the study, millennials view safety as the most important attribute in a city, and yet felt like the cities performed poorly in this regard. Cities do tend to have higher rates of crime and murder than suburban areas, although other data shows cities to be safer than suburbs.

5. Millennials want to live in housing that has more space

A survey conducted by the National Association of Home Builders shows that millennials prefer the suburbs because they "want to live in more space than they have now," as 81 percent wanted to live in a home with at least three bedrooms. It's easier to afford those larger homes in the suburbs than in the city.

6. Millennials don't think that cities are providing enough healthcare access
The authors of the *YouthfulCities* study write, "Given that almost two thirds of global youth say they are healthy or very healthy, their prioritization of health services may seem surprising. However, we believe that youth are looking at the issue of Access to Health Services much more broadly. This isn't about their personal health, but about access for their peers, their families, and their whole communities." In other words, the millennials hold the bleeding-heart leftist view of government access to healthcare for everybody, and they don't feel that cities are doing enough in that area.

7. Millennials don't think that they have the proper access to Post-Secondary education in the city that best provides job skills
According to the YouthfulCities study, "43 percent of millennials reported that they don't feel they have the skills to get the job they want, leading to the important question of whether the Post Secondary institutions are preparing the youth for the reality of the job market in their cities or their regions."

First-Time Millennial Buyers Poised to Revolutionize the Real Estate Market in 2017

By Cicely Wedgeworth | Oct 19, 2016

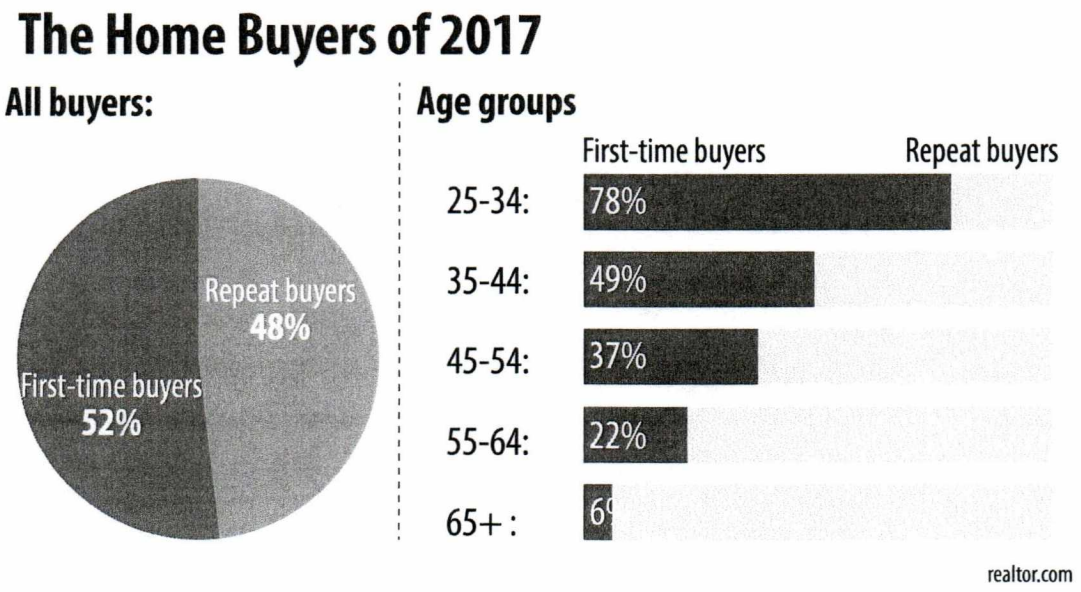
You want a real estate revolution? We've got you covered: Next year, more than half of all homes will be bought by first-time home buyers, according to an exclusive survey of buyers by realtor.com®. It's a seismic shift from 2016. And here's the kicker: Most of those newbies will be millennials.

Get ready for a new-look housing market.

Each year, realtor.com® does an annual survey of home shoppers to get to the heart of home-buying trends. And what we found this year is a true sea change in the buying population that will affect which homes and neighborhoods are the most desirable in 2017.

In sharp contrast with 2016, when only 33% of people planning to buy a home were first-time buyers, 52% of buyers with their eye on a home purchase next year will be first-timers. And 61% of those are under age 35.

"This represents an 'Oh, shift' moment in housing," says Jonathan Smoke, chief economist for realtor.com®. Smoke's team analyzed responses from active shoppers on our site who plan to buy a home in the spring or summer of 2017. "With so many first-time buyers in the market, competition will be even fiercer next year for affordable starter homes in the suburbs. Those looking to buy may want to consider a winter home purchase in order to avoid bidding wars and higher prices spurred by a potential increase in millennial buyers."



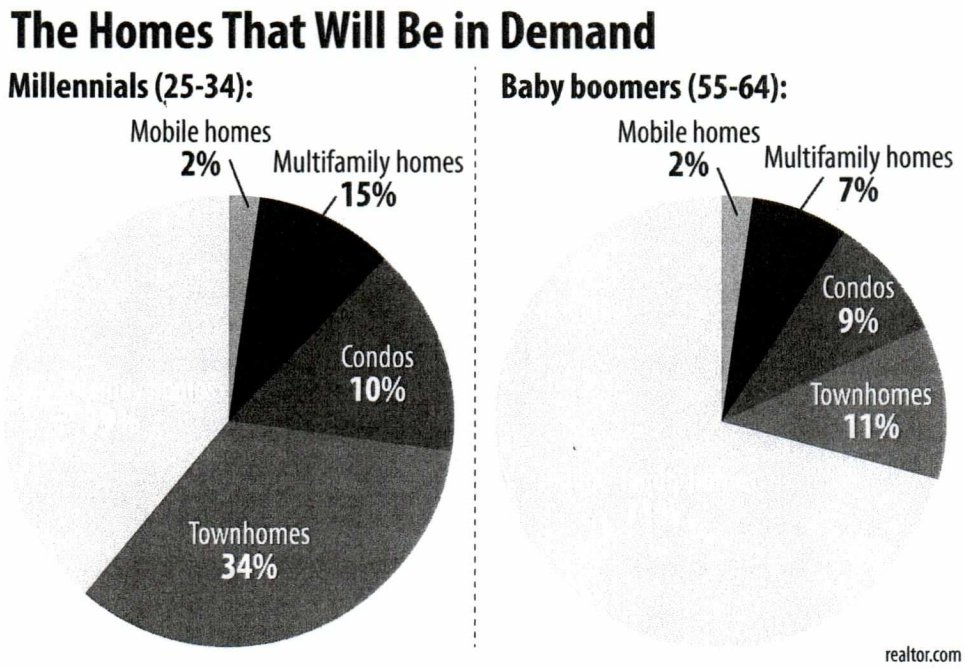
What motivates—and scares—millennial buyers

Although a shortage of homes for sale will continue to dog the market, first-time buyers are more worried about financial issues, according to the survey. Topping the list:

coming up with a down payment (37%) and finding a home within their budget (30%). With all the emphasis on financial issues, millennial buyers want to make sure that their money is well spent: Making a sound financial investment is a top goal.

This new generation of first-time home buyers is focused on safety, privacy, and more space, indoors and out. That's because millennials' top reasons for buying a home are that they're getting married or moving in with a partner, growing tired of their current living space, or planning a lil' addition to the family. Or perhaps all three!

So it's no wonder that millennial buyers prefer single-family homes (39%) or townhomes (34%). Just 15% are interested in multifamily homes, and 10% in condos.



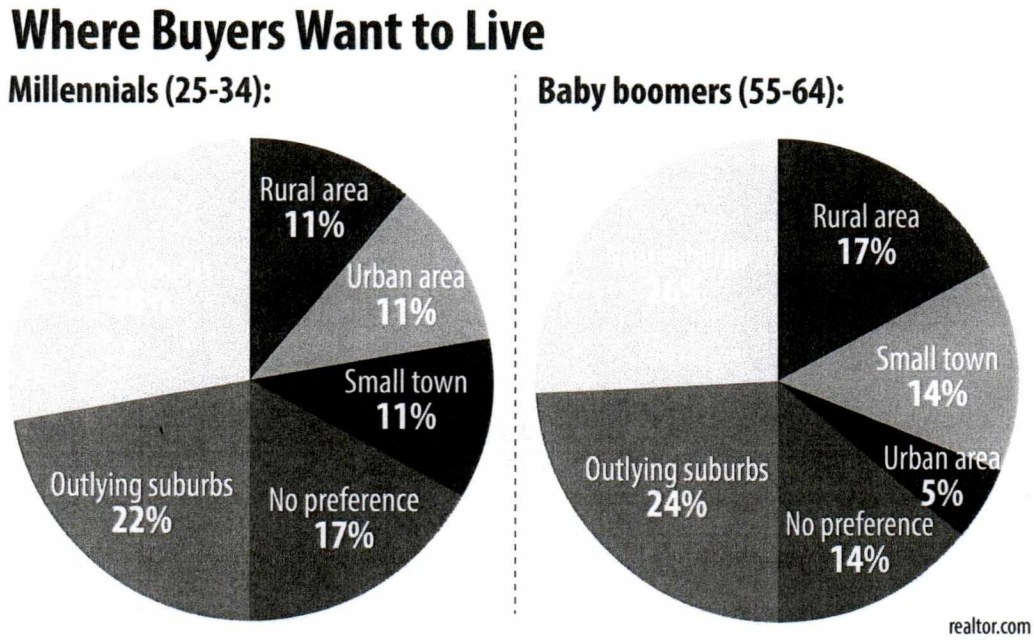
Suburbs appeal to millennials and boomers alike

So, let's see, where can you buy a big house with a yard in a safe neighborhood? You probably guessed it: the suburbs! First-time home buyers identify the suburbs as their No. 1 preferred location (43%). In fact, so do 50% of all respondents.

"The majority of home-owning Americans live in the suburbs, so the popularity of the suburbs isn't a new phenomenon," comments Smoke. "But the increasing preference by millennials represents a shift from the more urban locations where many of them have been renting."

But that doesn't mean our cities are going to empty out: Those urban areas are the *second* most popular option among millennials.

Meanwhile, baby boomers are also keen on the suburbs—either because they already live there and want to remain close to friends and family, or because they're moving to another suburb where their adult children (and probably grandchildren) live.



Cicely Wedgeworth is the deputy managing editor of realtor.com. She has worked as a writer and editor at Yahoo, the Los Angeles Times, and Newsday.

Where millennials want to live might surprise you

SAN DIEGO UNION TRIBUNE—MARCH 2, 2017

Even at 24 years old, preschool teacher Bre Hataishi has her eyes set on a house. For now, she rents a one-bedroom apartment in South Park with her boyfriend, but only because their income is nowhere near what they need to purchase.

When the time comes, the couple has little interest in the hundreds of condos being built in downtown San Diego, or anywhere else for that matter. "We definitely want a house because we want to have dogs," she said. "And kids someday."

Hataishi's hopes aren't far off from her peers. A pair of studies released this week suggests that the majority of millennials want to live in the suburbs, have already started buying outside urban areas, and base their homebuying decisions mainly on affordability.

Reports by Zillow and Harvard break with stereotypes of America's largest generation, namely that they prefer to rent because they favor experiences over building equity and want to live in urban environments.

Such preferences could have an impact in San Diego, which has the one of the biggest concentration of millennials in the nation yet has moved away from building single-family homes to apartments and condos.

Millennials only make up roughly 10 percent of the nation's homeowners (the oldest millennials are about 35 years old). The majority who have made the leap decided to follow in the footsteps of their parents and grandparents.

Nearly 50 percent of millennial U.S. homeowners were in the suburbs in 2016, 33 percent in an urban area and 20 percent in rural places, said Zillow's Group Report on Consumer Housing Trends. The report used Census data and a Zillow survey of more than 13,000 homebuyers, sellers, owners and renters.

Of millennial buyers who moved in the past year, 64 percent stayed in the same city and just 7 percent moved to a different state, the Zillow study said.

The Harvard study by its Joint Center for Housing Studies — which used data from the Census, U.S. Housing and Urban Development and its own analysis — found most stereotypes associated with millennial homebuyers were not true.

It said among the misconceptions were that millennials wanted to live in urban locations closer to employment, commercial, and social centers; prefered the flexibility of renting; and were unwilling to take on the financial risks of ownership in the wake of the housing market collapse.

"The evidence suggests, however, that homeownership decisions by younger households

have much more to do with affordability than location and lifestyle preferences," study authors said.

The Harvard study found homeownership rates for millennials were 5 percent higher in metro areas where median home prices were 20 percent below the national median. The idea was if millennials could afford to purchase a home, they would, and did so in low-cost markets like Birmingham, Detroit, Minneapolis and St. Louis.

The Zillow survey found millennials were more likely to associate homeownership with the "American Dream" than Generation X or baby boomers.

San Diego County has been moving away from single-family homes for more than a decade. During the housing boom, 9,555 single-family permits were issued in 2004. But after the bubble burst, that number dropped to 1,786 in 2009. From 2011 to 2015, builders averaged 2,470 single-family permits a year and 4,815 for multifamily.

Local consultants London Group Realty Partners, in a report last summer, criticized the region's focus on condos and apartments, arguing that millennials would want houses as they come of age.

Nathan Moeder, London Group principal, said Wednesday that a reason for fewer single-family homes is lack of buildable land. His firm identified 47,509 acres of farmland considered inferior by the state Department of Conservation that London Group said could be used for housing.

Moeder said the difficulty for developers is finding land that will not face community and environmental opposition, as well as stringent criteria in government general plans. To be fair, planners don't exactly have a clear path forward in San Diego. Even with a ton of millennials boosting theoretical demand for housing, there is no significant indication that affordability constraints will ease.

The San Diego region has the second-highest concentration of millennials of any metro area in the nation (Austin is first), said JLL Research.

Yet many young folks have hightailed it out of town. San Diego County had one of the smaller millennial population increases in the nation from 2005 to 2015 out of the 50 largest metros, said a study from Apartment List Rentonomics. The report found the biggest reasons why millennials settled somewhere were wage growth and affordability. The county had the second-biggest millennial homeownership rate drop among the 50 metros, sinking 8 percent in the decade studied by Apartment List. It had a 19.8 percent millennial ownership rate in 2015.

Nationally, homeownership isn't looking too great for millennials compared to past generations. In 2015, the homeownership rate for the under 35-year-old population hit an all-time low of 31 percent said the U.S. Census — down from 43 percent in 2005, the Harvard study noted.

Millennials Look to the Suburbs, Not Cities, for First Homes

The only problem is that no one is building a product that they want

BY PATRICK SISSON JUN 21, 2016, 9:12AM EDT

Like any good developer, Kyle Zeppelin sensed a trend, noticed undervalued property, and made his move. A Denver developer who grew up with the family business (and currently partners with his father, Mickey), Zeppelin wasn't blind to the demographic trends reshaping cities and urban areas across the country: families wanting to live downtown, and young adults looking for a cool, authentic urban experience.

So unlike some developers pushing cookie-cutter luxury condos, the Zeppelin family began work on a development in a disused, riverside industrial park 16 years ago that has, through numerous additions, become an ideal urban village. One of the latest additions to the collection of mixed-use housing, commercial buildings, and office space known as Taxi (named after one of the buildings, a former taxi dispatch station) features affordable rental housing and townhomes meant for families.

"This stuff is very proven in Europe and Latin America," says the younger Zeppelin. "It's universal human values. It's not everybody's ideal, but some people want a version of urban housing that works for people throughout their lives. We just completed 50 units of family housing, and leased out almost immediately."

The Taxi development, now part of the hip RiNo, or River North Art District, contains a child care center, maker's studio, and community garden. It could be labeled peak millennial if it wasn't so successful, so deeply considered, and so not meant for a single demographic. Zeppelin's vision aims to be more sustainable and to support a lifetime of urban living.

"Everyone at these real estate conferences mentions millennials like 50 times, but the real estate market is slow moving and reactionary," he says. "Developers are hung up on getting the most value per square foot. But for the people occupying it, it's all about the value they're receiving. A small footprint doesn't matter to them if it's, say, under $1,000 and gives them the amenities, functional space, and lifestyle they want. This campus-like setup offers people more of what they want, and more time to do what they enjoy. The American dream in the suburbs is overrated."

For years, the conventional wisdom has been that millennials prefer urban living and the culture and excitement of the big, dense cities, want to be flexible and avoid owning a home, and if given a choice, would rent an apartment in a development like Taxi in a heartbeat. But as millennials age, and more marry and consider starting families, the numbers tell a different story.

It's true that homeownership among this age group has traditionally been lower than in previous generations. But that may be more a function of delayed purchases due to millennials' new financial reality: historically high student debt, recession, rising real estate costs, a challenging and stratified job market.

Last year, millennials, the largest generation in American history, purchased 35 percent of homes sold in the U.S. Consider that the median age of the millennial generation is 25, and the average age of a first-time home buyer is 31, and it's fair to say there's a sizable wave of millennial homebuyers on its way. Realtors, urban planners, and home builders, not to mention city and local governments, have a lot riding on when, and where, this generation settles down. Predictions that this generation will permanently rent, or, if they do buy, will stay in cities forever, may have been premature.

The argument that millennials are permanently tied to cities ignores large swathes of the millennial cohort, focusing instead on the affluent portion of the demographic based in coastal cities with sky-high real estate prices. According to M. Leanne Lachman, a president of Lachman Associates, a real estate consulting firm, only 13 percent of this age group live downtown, mostly clustered in 11 magnet downtowns. Only about a third of the entire age group even identify themselves as urban.

The other two-thirds, or some of them, may be suburb-bound. "It may be overhyped," says Adam Ducker, managing director at RCLCO, a real estate consultancy, of the potential wave of millennials moving to the suburbs. "But it's still important. In a country of 350 million people, if 3 or 4 percent do something different, that's vitally important. It's important to not overstate the difference between generations. The real problem here is that nobody in the homebuilding industry is giving them a product they want."

Other analysts agree that young first-time homebuyers, regardless of where they want to live, aren't being given many options, and, explains Sarah Jones, the founder and CEO of Bamboo Realty, which specializes in urban realty in Texas, Denver, and Raleigh, millennials are left trying to work with the housing stock that's available.

"With few affordable options right in the city, millennials are moving to close-in neighborhoods and buying the oldest homes," she says. "They aren't moving to the furthest suburbs with the newest and biggest homes, best schools or infrastructure. They're living in the next closest place they can afford. The real estate industry is just fixated on the white-picket fence version of the American Dream, and the idea millennials will eventually get married, eventually buy a home, eventually have kids, and eventually move out to the suburbs. That's a lot of eventuallys to depend on."

And in their focus on potential futures, suburban towns and cities aren't prepared for the realities and needs of the millennials who may arrive.

"The overarching point is that the suburban municipalities haven't been as involved as they should be, since they believe the hype that millennials are going to live in the city forever," says Ducker. "Suburbs should realize there's a risk of corporations giving up on the suburbs. There are a lot of examples of companies saying that they can't attract the talent they need in the 'burbs. Suburbs shouldn't just be thinking about attracting millennials to pay property tax. They need them here now to make sure the next generation of workers stays there as well."

Millennials Buying in the Suburbs

by Zillow

As the millennial generation ages into adulthood, they are choosing the suburbs over urban neighborhoods, skipping the traditional starter home and staying in the same city when they move.

SEATTLE, March 1, 2017 /PRNewswire/ -- Almost half of millennial homeowners live in the suburbs, and the majority stay in the same city when they buy a home, revealing their home-buying preferences now that they are the largest generational group in the housing market.

According to the 2016 Zillow® Group Report on Consumer Housing Trendsi, millennials made up 42 percent of home buyers last year, more than any other generation, with most of them buying for the first time.

Millennials, those ages 18-34, associate homeownership with the American Dream and believe that buying a home is a good financial investment, even more so than Generation X and baby boomers. But until recently, they were delaying homeownership, and it was difficult to know where they would actually purchase homes when they started buying. The median age of a first-time home buyer is 33 years old, compared to 29 a generation ago. Here are some key findings on millennial home-buying trends:

- Almost 50 percent of millennial homeowners live in the suburbs, while 33 percent live in an urban neighborhood and just 20 percent live in a rural area.
- Of the millennial buyers who moved in the past year, 64 percent stayed in the same city and just 7 percent moved to a different state.
- When millennials become homeowners, they skip the traditional starter home by choosing larger properties with higher prices: They pay a median price of $217,000 for a home that is about 1,800 square feet, similar in size to what older generations buy.
- Millennial home buyers share many preferences with their grandparents' generation, both choosing homes with shared community amenities and considering townhouses at higher rates than other generations.

"Millennials have delayed home buying more than earlier generations, but don't underestimate their impact on the housing market now that they're buying," said Jeremy Wacksman, Zillow Group chief marketing officer. "As members of this huge generation start moving into the next stage of life, expect the homeownership rate to tick up and suburbs to change to suit their urban tastes. We're constantly learning about this young group of home buyers -- we're finding that they are more similar to older generations than many thought. Their views on community and homeownership are pretty traditional, and they don't all fit the urban stereotype you might have in your head."

Millennials make up almost 30 percent of the population in San Diego and Austin, Texas. Los Angeles, San Antonio and Columbus, Ohio also have large millennial populations, over 25 percent.

Zillow □Zillow® is the leading real estate and rental marketplace dedicated to empowering consumers with data, inspiration and knowledge around the place they call home, and connecting them with the best local professionals who can help. In addition, Zillow operates an industry-leading economics and analytics bureau led by Zillow's Chief Economist Dr. Svenja Gudell. Dr. Gudell and her team of economists and data analysts produce extensive housing data and research covering more than 450 markets at Zillow Real Estate Research.

Frank Atwood

170403 CML HB 17-1281

Representative Singer (HD 11, Longmont) has introduced House Bill 17-1281 which

tasks the CO Secretary of State

to provide Approval Voting instructions

for special districts and statutory municipalities

to use Approval Voting in their elections if they want to.

On Wednesday, April 19, at 1:30, at the Colorado House State, Veterans, and Military Affairs (SVMA) Committee meeting, the Colorado Municipal League (CML) plans to object to HB17-1281, because they are not aware of any municipal support for this measure.

I request that the Littleton City Council ask CML to change their position to support for this bill, HB17-1281, because Council has successfully used Approval Voting to fill boards and commission vacancies.

Share

HB17-1281

Approval Voting Optional Use Nonpartisan Elections

Concerning the optional use of alternative voting methods by local governments in nonpartisan elections.

SESSION: 2017 Regular Session

SUBJECT: Elections & Redistricting (/bill-search?field_subjects%5B%5D=52)

'Approval voting' is a method of voting that allows an elector to cast a vote for as many of the candidates per office as the elector chooses. The winner of each office is the candidate who receives the most votes or, for elections in which multiple candidates fill open seats, the winners are those candidates, in a number equal to the number of seats being filled, attaining the greatest number of votes.

The bill authorizes cities, towns, counties, cities and counties, school districts, and special districts (collectively, 'local governments') to conduct nonpartisan elections using approval voting on and after November 1, 2017. A nonpartisan election is an election in which the political party affiliations of candidates are not printed on the ballot.

The secretary of state is directed to adopt rules and provide advice to local governments regarding approval voting and to submit a report by February 15, 2020, regarding approval voting to the state, veterans, and military affairs committees of the general assembly.

County clerk and recorders may decline to coordinate an election if a local government elects to employ approval voting in the election.

The bill makes necessary modifications to current law occasioned by the use of approval voting, such as excluding approval voting from the definition of 'overvote' and adjusting provisions prescribing the form of ballots and automatic recount triggers.

(Note: This summary applies to this bill as introduced.)

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SPONSORS

Representative
Jonathan Singer (/legislators/jonathan-singer)

Senator
John Kefalas (/legislators/john-kefalas)

COMMITTEES

House
State, Veterans, and Military Affairs (/committees/state-veterans-and-military-affairs/2017-regular-session)

APR
19

Wednesday
House State, Veterans, and Military Affairs (/content/house-state-veterans-and-military-affairs-8)
1:30 pm | LSB A

RELATED BILLS

HB16-1111
Same Day Voter Registration With Photo ID Identification (/bills/hb16-1111)

HB16-1140
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HB17-1014
Election Offenses Committed By A Voter (/bills/hb17-1014)

RELATED PUBLICATIONS

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Summary of Major Legislation: Elections (2014) (/publications/summary-major-legislation-elections-2014)

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Staff Publications
2016 Folleto Informativo (Blue Book en Español) (/publications/2016-folleto-informativo-blue-book-en-espa%C3%B1ol)

Staff Communication

5(a)

File #: ID# 17-86, **Version:** 1

Agenda Date: 04/04/2017

Subject:
Motion to appoint Benjamin Currier and Steven Katzman as substitute municipal court judges for two-year terms and to provide compensation adjustments based on their 2017 performance evaluations

Presented By: Wendy Heffner, City Clerk

POLICY QUESTION:
Does city council support appointing Benjamin Currier and Steven Katzman as substitute municipal court judges for additional two-year terms with a compensation increase based on high performance ratings?

BACKGROUND:
Judge Feldman was reappointed as the presiding municipal court judge on February 1, 2017. Pursuant to Section 58 of the Littleton City Charter, city council, in its discretion, may appoint additional judges. The court currently operates with four substitute judges, Benjamin Currier, Christopher Cross, Nancy Hopf and Steven Katzman. Benjamin Currier and Steven Katzman are recommended by Judge Feldman to be retained for additional two-year terms.

Section 1-6-20 of the Littleton City Code provides that compensation for substitute judges shall be based on number of court sessions. Judge Feldman is recommending the following compensation:

SESSION	AMOUNT
Court session (morning and afternoon to be considered separate sessions)	$270 (and if afternoon session exceeds 3 hours due to jury trial, $90 for each additional hour)
Scheduled on-call session for video arraignment (compensated regardless of whether arraignments are needed)	$90 (and $90 for each additional hour)
Scheduled on-call session for probable cause review (compensated regardless of whether reviews are needed)	$90 for each scheduled session (and $90 for each additional hour)
Judicial team meetings	$180
General administrative session, as directed by presiding judge	$90 (and $90 for each additional hour)

STAFF RECOMMENDATION:
Judge Feldman recommends appointment of Benjamin Currier and Steven Katzman for additional two-year terms and an increase in compensation as outlined above.

FISCAL IMPACTS:
The proposed compensation structure is based on number of sessions. It is, however, roughly equivalent to a $10 per hour increase.

PROPOSED MOTION:
I move to appoint Benjamin Currier and Steven Katzman as substitute municipal court judges for additional two-year terms, effective April 30, 2017. The city attorney is hereby directed to prepare, and the mayor is authorized to execute, two-year contracts with Judge Currier and Judge Katzman.

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

5(b)

File #: ID# 17-89, **Version:** 1

Agenda Date: 04/04/2017

Subject:
Motion to appoint Loretta Huffine as substitute municipal court judge for a two-year term

Presented By: Wendy Heffner, City Clerk

POLICY QUESTION:
Does city council support appointing Loretta Huffine as a substitute municipal court judge for a two-year term?

BACKGROUND:
Judge Feldman was reappointed as the presiding municipal court judge on February 1, 2017. Pursuant to Section 58 of the Littleton City Charter, city council, in its discretion, may appoint additional judges. On March 28, 2017, city council interviewed Loretta Huffine for the position of associate judge. The court has four substitute judges: Christopher Cross, Benjamin Currier, Nancy Hopf and Steven Katzman. Judge Hopf will not be seeking reappointment in September when her contract expires. Judge Feldman recommends appointing an additional associate judge to ensure adequate substitute coverage.

FISCAL IMPACTS:
No additional fiscal impact is anticipated.

STAFF RECOMMENDATION:
Judge Feldman recommends appointing Loretta Huffine as a substitute municipal court judge for a two-year term.

PROPOSED MOTION:
I move to appoint Loretta Huffine as a substitute municipal court judge for a two-year term, effective April 5, 2017. The city attorney is directed to prepare, and the mayor is authorized to execute, a two-year contract with Judge Huffine.

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City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

5(c)

File #: ID# 17-87, **Version:** 1

Agenda Date: 04/04/2017

Subject:
Approval of the March 7, 2017 regular meeting minutes

Presented By:	Wendy Heffner, City Clerk

RECORDING SECRETARY'S CERTIFICATION:
I hereby certify that the attached minutes are an accurate representation of motions made and action taken at the March 7, 2017, regular meeting of the city council. I have also reviewed the video recording for the March 7, 2017 regular meeting of the Littleton City Council and certify that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording.

PROPOSED MOTION:
I move to approve the minutes for the March 7, 2017 regular meeting of the Littleton City Council.

powered by Legistar™

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes

City Council

Tuesday, March 7, 2017 | **6:30 PM** | **Council Chamber**

Regular

1. Roll Call

Present: 7 - Mayor Pro-Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment with the exception of scheduled public hearings

JM Fay - Cunningham Fire Dept. Merger / Opposed
Bruce Myers - Crime Victim Outreach / LPD Volunteers / Graffiti
Frank Atwood - Thank you for appointment to the Election Commission and for using the Approval Voting method to do so
Carol Brzeczek - Reminder to citizens that there is a Community Conversation this Thursday at 7:00 p.m. / Concerned that some of the applicants considered for Authority, Boards and Commissions have not lived in the city long enough to qualify to run for City Council; concerned about them being appointed to quasi judicial boards and being asked to act on behalf of council. Would like council to consider enacting a 1 year minimum residency to qualify for appointment to an Authority, Board or Commission. / LIFT appointments

5. Consent Agenda Items

a) Resolution 03-2017 — Resolution authorizing the approval of the 2016 Arapahoe County Community Development Block Grant Program Subgrantee Agreement for the Littleton Sidewalk Improvements Project

approved

b) ID# 17-49 — Approval of the February 21, 2017 regular meeting minutes

approved

Approval of the Consent Agenda

Council Member Cernanec moved and Mayor Pro Tem Brinkman seconded to

approve consent agenda items a and b. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

6. General Business

a) ID# 17-54 Motion to approve authority, board, and commission appointments

Mayor Pro Tem Brinkman moved and Council Member Cernanec seconded to approve the appointments identified on the attachment, excluding LIFT appointees, with terms of office beginning April 1, 2017. The vote is 7-0. The motion carries unanimously.

Mayor Pro Tem Brinkman moved and Council Member Valdes seconded to approve the members appointed by the Mayor and confirmed by Council to the LIFT board. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

7. Comments / Reports

a) City Manager

No report

b) Council Members

Council Member Hopping - No report

Council Member Cernanec - (1) South Metro Denver Chamber session on March 15 on Construction Litigation Reform and Affordable Retainable Housing / (2) Reinstating meetings on request between the Mayor and Board Chairs / (3) Senior Day at the Capitol is March 15

Council Member Valdes - (1) Upcoming events at the Museum - Dairy Day on March 25, and Sheep to Shawl on April 15

Council Member Cole - No report

Council Member Clark - No report

Mayor Pro Tem Brinkman - No report

c) Mayor

Mayor Beckman - upcoming meetings (1) Joint meeting with Englewood at the Wastewater Treatment Plant on March 9 at 7:30 a.m., (2) NLC in Washington D.C. starting on March 14 - no meeting of the City Council

8. Adjournment

Mayor Beckman adjourned the March 7, 2017 regular city council meeting at 7:18 pm

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.

File #: Ordinance 05-2017, **Version:** 2

Agenda Date: 04/04/2017

Subject:
An ordinance on first reading for Industrial Wastewater Pretreatment code revisions

Presented By:	Mark Relph, Public Works and Utilities Director and Jon Bridges, WWTP Industrial Pretreatment Administrator

POLICY QUESTION:

Does city council support amendments to the city's Wastewater Utility Ordinance regarding the Industrial Pretreatment Program (IPP)?

BACKGROUND:

The proposed changes will incorporate revisions required by the Environmental Protection Agency (EPA) to the IPP, the 2016 EPA Pretreatment Compliance Inspection, the Industrial Pretreatment Streamlining Rule; and staff recommended changes regarding fees for inspections, re-inspections and septic receiving station rates.

The Wastewater Utility Ordinance was adopted in 1992. The Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) manages the IPP to control industrial/commercial waste entering the wastewater collection and treatment system. The program is designed to prevent pass through of pollutants to the South Platte River, protect the collection and treatment system from damage, protect public and worker health and safety, and improve opportunities to recycle and reclaim municipal and industrial wastewater and sludge. The Colorado Department of Public Health and Environment issued permit no. 0032999 to the Cities of Englewood and Littleton for the operation of the wastewater treatment plant. The IPP is subject to EPA approval.

In 2014, the EPA conducted an audit of the IPP and a Pretreatment Compliance Inspection of the L/E WWTP in 2016. EPA recommended revisions to the Industrial Pretreatment Streamlining Rule. L/E WWTP staff recommended revisions to the L/E WWTP Industrial Pretreatment Division and also recommended revising select fees for inspections, re-inspections and septic receiving station rates.

STAFF ANALYSIS:

These revisions have been reviewed and were found to be acceptable by EPA, and the Englewood and Littleton Acting City Attorneys. The proposed revisions are more clearly presented in the attached Memorandum dated March 16, 2017 from Jon Bridges.

The proposed changes more clearly define legal authority to implement pretreatment regulations and align with existing operating procedures. Industrial pretreatment responsibilities will be delegated to the sanitation district that contributes wastewater to the L/E WWTP and will clarify the definition of "bypass" to EPA's definition.

Provisions will be added to allow the cities to reduce monitoring reporting requirements to more efficiently streamline procedures. Requirements will be based on discharge volumes and pollutant concentrations.

The Industrial Pretreatment Division noted areas where changes will clear up existing language and enable more efficient management of the IPP.

Changes are necessary to the existing fee structures to cover expenses to implement the pretreatment program and treat hauled wastes. For example, the septic disposal rate was last evaluated 15 years ago.

OPTIONS/ALTERNATIVES:

FISCAL IMPACTS:

The septage disposal rate will be raised from $0.06/gallon to $0.09/gallon. A $100 fee will be imposed for re-inspections due to failure of businesses to correct noncompliant issues. A $50 fee will be charged to sanitation districts to recover costs for inspections due to the sanitation district's inaction, refusal to inspect, or lack of personnel to inspect industrial users. The proposed ordinance will also allow the city to surcharge industrial users not defined as significant industrial users.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance.

PROPOSED MOTION:
I move to approve an ordinance on first reading amending the city's Wastewater Utility Ordinance regarding the Industrial Pretreatment Program and schedule the ordinance for second reading and public hearing on May 16, 2017.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 5

Series, 2017

INTRODUCED BY COUNCILMEMBERS:

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, REPEALING AND REENACTING TITLE 7, CHAPTER 5 OF THE LITTLETON CODE PERTAINING TO WASTEWATER TREATMENT

WHEREAS, the city conducts an Industrial Pretreatment Program to control industrial/commercial wastes entering the wastewater collection and treatment system; and

WHEREAS, the Industrial Pretreatment Program is subject to Environmental Protection Agency (EPA) approval; and

WHEREAS, the fees associated with the services provided by the city require adjustment from time to time to account for the increase in costs to provide such services; and

WHEREAS, Ordinance No. 20, Series of 2016 adopting the 2017 Fee Schedule is hereby amended per the attached Exhibit A. Approving this ordinance will modify the 2017 Schedule of Fees previously adopted; and

WHEREAS, the Council finds and determines conformance with the EPA standards is in the interest of the health, safety and welfare of the citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, THAT:

Section 1: Littleton City Code, Title 7, Chapter 5 is hereby repealed and reenacted as follows:

7-5-25: INDUSTRIAL PRETREATMENT PROGRAM:

(A) General Provisions:

1. Purpose And Objectives: It is necessary for the health, safety and welfare of the residents of the city to regulate the collection of wastewater and treatment thereof to provide for maximum public benefit. This chapter sets forth uniform requirements for nondomestic contributors into the wastewater collection and treatment system for the city and enables it to comply with all applicable state and federal pretreatment regulations.

The objectives of the industrial pretreatment program are:

(a) To prevent the introduction of pollutants into the publicly owned treatment works (POTW) that will interfere with the operation of the system or contaminate the resulting sewage sludge;

(b) To prevent the introduction of pollutants into the POTW which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system;

(c) To improve the opportunity to recycle and reclaim wastewaters and sewage sludges from the system;

(d) To provide for equitable distribution among users of the cost of the POTW;

(e) To provide for and promote the general health, safety and welfare of the citizens residing within the city and connecting jurisdictions;

(f) To enable the city to comply with its Colorado discharge permit system (CDPS) permit conditions, sewage sludge use and disposal requirements, and any other federal or state pretreatment regulations to which the POTW is subject; and

(g) To prevent adverse impacts to worker health and safety due to the discharge of pollutants from industrial users.

2. Applicability: The provisions herein provide for the regulation of indirect discharge to the POTW through the issuance of permits, enforcement of applicable requirements, user reporting, the setting of fees for the equitable distribution of costs, and for other activities as defined in this chapter. The provisions herein shall apply to users of the POTW and to persons outside the POTW who are, by contract or agreement with the POTW, users of the POTW.

3. Nondomestic Users: It shall be unlawful for any user to discharge any domestic or nondomestic wastewater into any natural waterway, any surface drainage, or in any area under the jurisdiction of the city. No industrial wastewater shall be discharged to the POTW unless done so in compliance with the provisions of this chapter.

4. Responsibility Of The City:

(a) The city shall be responsible for the day to day administration of the industrial pretreatment program and to ensure proper compliance with all local, state and federal pretreatment regulations. The city may delegate specific pretreatment responsibilities to the supervisory committee for the Littleton-Englewood wastewater treatment plant. THE CITY MAY DELEGATE, THROUGH AGREEMENT, SPECIFIC PRETREATMENT RESPONSIBILITIES TO MUNICIPALITIES OR SANITATION DISTRICTS THAT CONTRIBUTE WASTEWATER TO THE LITTLETON-ENGLEWOOD WASTEWATER TREATMENT PLANT.

(b) The city shall attempt to notify in writing any user whom he/she has cause to believe is subject to a national categorical pretreatment standard or requirements, or other applicable requirements promulgated by the EPA under the provisions of section 204(b) or 405 of the act, or under the provisions of sections 3001, 3004, or 4004 of the solid waste disposal act. Failure of the city to so notify users shall not relieve said users from the responsibility of complying with applicable requirements. It is the responsibility of significant industrial users to apply for and receive a permit prior to discharge, whether or not the user has been identified and formally requested to do so.

(c) If wastewaters containing any pollutant, including excess flow, or as otherwise defined in this chapter, are discharged or proposed to be discharged to the POTW, the city may take any action necessary to:

(1) Prohibit the discharge of such wastewater;

(2) Require a user to demonstrate that in plant modifications will reduce or eliminate the discharge of such substances in conformity with this chapter;

(3) Require treatment, including storage facilities or flow equalization necessary to reduce or eliminate the potential for a discharge to violate this chapter;

(4) Require the user making, causing or allowing the discharge to pay any additional cost or expense incurred by the city for handling, treating, disposing or remediation costs as a result of wastes discharged to the wastewater treatment system;

(5) Require the user to apply for and obtain a permit;

(6) Require timely and factual reports from the user responsible for such discharge; or

(7) Take such other action as may be necessary to meet the objectives of this chapter.

(d) In addition to the overall authority to prevent or eliminate discharges through enforcement of pretreatment standards and requirements, the city shall have the following authorities:

(1) Enforcement Of Violations: Take enforcement and issue fines and penalties for violations of this chapter, including the failure of a user to apply for a permit.

(2) Endangerment To Health Or Welfare Of The Community: The city may immediately and effectively halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the city, any area under jurisdiction of the city, the POTW of the city or any wastewater system tributary thereto, by any means available to them, including physical disconnection from the wastewater system, whenever it reasonably appears that such discharge presents an imminent endangerment to the health or welfare of the community.

(3) Endangerment To Environment Or POTW: The city, after ~~written~~ INFORMAL notice to the discharger may halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the city, any area under jurisdiction of the city, the POTW, wastewater system tributary thereto, by any means available to them, including physical disconnection from the wastewater system, whenever such discharge presents or may present an endangerment to the environment or threatens to interfere with the operation of the POTW.

5. Disclosure Of Information And Availability To The Public:

(a) All records, reports, data or other information supplied by any person or user as a result of any disclosure required by this chapter or information and data from inspections shall be available for public inspection except as otherwise provided in this section, 40 CFR section 403.14 and the Colorado open records act[1].

(b) These provisions shall not be applicable to any information designated as a trade secret by the person supplying such information. Materials designated as a trade secret may include, but shall not be limited to, processes, operations, style of work or apparatus, or confidential commercial or statistical data. Any information and data submitted by the user which is desired to be considered a trade secret shall have the words, "Confidential Business Information", stamped on each page containing such information. The user must demonstrate to the satisfaction of the city that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.

Information designated as a trade secret pursuant to this section shall remain confidential and shall not be subject to public inspection. Such information shall be available only to officers, employees or authorized representatives of the city charged with implementing and enforcing the provisions of this chapter and properly identified representatives of the U.S. environmental protection agency and the Colorado department of public health and environment.

Effluent data from any user whether obtained by self-monitoring, monitoring by the city or monitoring by any state or federal agency, shall not be considered a trade secret or otherwise confidential. All such effluent data shall be available for public inspection.

6. State Requirements: State requirements and limitations on discharges shall apply in any case where they are more stringent than applicable federal regulations or those established herein.

7. POTW's Right Of Revision: The city can establish by ordinance more stringent limitations or requirements on discharges to the POTW if deemed necessary to comply with the objectives presented in subsection (A)1 of this section.

8. REGULATION OF USERS FROM OUTSIDE JURISDICTIONS: IF A USER LOCATED IN ANOTHER MUNICIPALITY, COUNTY, STATE, OR OTHER JURISDICTION CONTRIBUTES WASTEWATER TO THE POTW, THE CITY SHALL ENTER INTO AN AGREEMENT OR ADDENDUM TO AN EXISTING SEWER SERVICE AGREEMENT

WITH THE CONTRIBUTING JURISDICTION PERTAINING TO THE IMPLEMENTATION OF PRETREATMENT RESPONSIBILITIES IN COMPLIANCE WITH THE PROVISIONS OF THIS CHAPTER AND APPLICABLE FEDERAL, STATE OR LOCAL LAWS, RULES AND REGULATIONS.

(B) Definitions, Abbreviations And Acronyms: Unless the context specifically indicates otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated:

ABBREVIATIONS AND ACRONYMS: The following abbreviations shall have the designated meanings:

BMPs	Best management practices
BMR	Baseline monitoring report
BOD	Biochemical oxygen demand
°C	Degrees Celsius
CDPS	Colorado discharge permit system
CFR	Code of federal regulations
COD	Chemical oxygen demand
°F	Degrees Fahrenheit
FOG	Fats, oils, and grease
gpd	Gallons per day
IU	Industrial user
mg/l	Milligrams per liter
NAICS	NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM
O&M	Operations and maintenance
POGS	Petroleum oil, grease and sand
POTW	Publicly owned treatment works
RCRA	Resource conservation and recovery act
§	Section
SIC	Standard industrial classification

SIU	Significant industrial user
SNC	Significant noncompliance
TSS	Total suspended solids
USC	United States Code

ACT OR THE ACT: The federal water pollution control act, also known as the clean water act, as amended, 33 USC 1251 et seq.

APPROVAL AUTHORITY: The regional administrator of EPA region 8. At such time as the state receives authorization, the approval authority shall be the director of the Colorado department of public health and environment.

AUTHORIZED REPRESENTATIVE OF THE INDUSTRIAL USER:

1. If the user is a corporation:

(a) The president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation, or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for industrial wastewater permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

2. If the user is a partnership or sole proprietorship: A general partner or proprietor, respectively.

3. If the user is a federal, state, or local governmental facility: A city or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

4. The individuals described in subsections 1 through 3 of this definition may designate another authorized representative if the authorization is made in writing, the authorization specifies the individual or a position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the city.

BEST MANAGEMENT PRACTICES (BMPs): Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in subsection (C) of this section. BMPs are pretreatment standards. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND (BOD_5): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees Celsius (20°C), expressed in milligrams per liter.

CATEGORICAL INDUSTRIAL USER: An industrial user subject to a categorical pretreatment standard or categorical standard.

CATEGORICAL PRETREATMENT STANDARD OR CATEGORICAL STANDARD: Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the act (33 USC section 1317) that apply to a specific category of users and that appear in 40 CFR chapter I, subchapter N, parts 405-471.

CITY: The city of Littleton or its designee, including the supervisory committee for the Littleton-Englewood wastewater treatment plant.

COLORADO DISCHARGE PERMIT SYSTEM (CDPS): The state of Colorado program for issuing, conditioning, and denying permits for the discharge of pollutants from point sources into waters of the state pursuant to section 25-8-101 et seq., Colorado Revised Statutes, 1973, as amended and 402 of the clean water act (33 USC section 1342).

COMPOSITE SAMPLE: A representative flow proportioned sample collected within a twenty four (24) hour period constituting a minimum of four (4) individual samples collected at equally spaced two (2) hour intervals and combined according to flow. Time proportional sampling may be approved by the city if flow proportional sampling is not feasible.

CONTROL AUTHORITY: The city of Littleton.

COOLING WATER: The water from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

DAILY MAXIMUM: THE ARITHMETIC AVERAGE OF ALL EFFLUENT SAMPLES FOR A POLLUTANT COLLECTED DURING A CALENDAR DAY AS DETERMINED FROM THE ANALYSIS OF ANY DISCRETE OR COMPOSITED SAMPLES COLLECTED.

DAILY MAXIMUM LIMIT: THE MAXIMUM ALLOWABLE DISCHARGE LIMIT OF A POLLUTANT DURING A CALENDAR DAY. WHERE DAILY MAXIMUM LIMITS ARE EXPRESSED IN TERMS OF A CONCENTRATION, THE DAILY DISCHARGE IS THE ARITHMETIC AVERAGE MEASUREMENT OF THE POLLUTANT CONCENTRATION DERIVED FROM ALL MEASUREMENTS TAKEN THAT DAY.

DIRECT DISCHARGE: The discharge of treated or untreated wastewater directly to the waters of the state of Colorado.

~~DOMESTIC (SANITARY) WASTES: Liquid wastes: 1) from the noncommercial preparation, cooking and handling of food, or 2) containing human excrement and similar matter from the sanitary conveniences of dwellings, commercial buildings, industrial facilities, and institutions.~~

ENVIRONMENTAL PROTECTION AGENCY (EPA): The U.S. environmental protection agency, or where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of said agency.

EXISTING SOURCE: An industrial user which is in operation at the time of promulgation of federal categorical pretreatment standards and any industrial user not included in the definition of "new source".

FOG (FATS, OIL AND GREASE): Nonpetroleum organic polar compounds derived from animal or plant sources such as fats, nonhydrocarbons, fatty acids, soaps, waxes, and oils that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical procedures established in 40 CFR 136.

FOG FACILITIES: Any nondomestic dischargers located within the city's service area where preparation, manufacturing, or processing of food occurs including, but not limited to, restaurants, cafes, fast food outlets, pizza outlets, delicatessens, sandwich shops, coffee shops, schools, nursing homes, and other facilities that prepare, service, or otherwise make foodstuff available for consumption.

GRAB SAMPLE: A sample which is taken from a waste stream on a onetime basis with no regard to the flow and over a period of time not to exceed fifteen (15) minutes.

GRAVITY GREASE INTERCEPTOR: A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept FOG (fats, oil and grease) from a wastewater discharge and are designed for gravity separation considering calculated retention times and volumes for each facility; such interceptors include baffle(s) and a minimum of two (2) compartments. This is a large, inground interceptor that is generally located outside the facility.

~~HOLDING TANK SEWAGE: Any wastewater from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, sealed vaults, and vacuum pump trucks.~~

HYDROMECHANICAL GREASE INTERCEPTOR: A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept FOG (fats, oil and grease) from a wastewater discharge and is identified by flow rate, and separation and retention efficiency. The design incorporates air entrainment, hydromechanical separation, interior baffling, and/or barriers in combination or separately. This is a smaller interceptor that is generally located inside

the kitchen/food preparation area.

INDIRECT DISCHARGE: The introduction of pollutants into the POTW from any nondomestic source regulated under section 307(b), (c) or (d) of the act.

INDUSTRIAL: Of or pertaining to industry, manufacturing, commerce, trade or business, as distinguished from domestic or residential.

INDUSTRIAL SURCHARGE: A CHARGE ASSESSED AGAINST INDUSTRIAL CUSTOMERS BASED UPON THE AMOUNT THAT THE STRENGTH OF THEIR DISCHARGED WASTEWATER EXCEEDS NORMAL DOMESTIC STRENGTH IN THE PARAMETERS OF BOD, COD, OR TSS.

INDUSTRIAL USER OR USER: ~~A source of indirect discharge.~~ ANY USER WHO INTRODUCES WASTEWATER FROM INDUSTRIAL PROCESSES NOT TO INCLUDE SANITARY WASTES. THE INTRODUCTION OF POLLUTANTS INTO THE POTW FROM ANY NON-DOMESTIC SOURCE REGULATED UNDER SECTION 307(B), (C) OR (D) OF THE CLEAN WATER ACT WHOSE DISCHARGE IS CONTROLLED UNDER THIS CHAPTER OR A SOURCE OF INDIRECT DISCHARGE. INDUSTRIAL WASTES: The liquid or solid wastes from the industrial manufacturing processes, trade, or business as distinct from sanitary wastewater.

INDUSTRIAL WASTEWATER PERMIT: The document or documents issued to a SIGNIFICANT INDUSTRIAL U~~u~~ser by the city in accordance with the terms of this chapter that allows, limits and/or prohibits the discharge or pollutants or flow to the POTW.

INDUSTRIAL WASTE SURVEY: A QUESTIONNAIRE USED BY THE CITY TO IDENTIFY AND LOCATE ALL POSSIBLE INDUSTRIAL USERS WHICH MIGHT BE SUBJECT TO THE POTW PRETREATMENT PROGRAM.

INSTANTANEOUS LIMIT: The maximum concentration of a pollutant or measurement of a pollutant property allowed to be discharged at any time.

INTERFERENCE: A discharge which, alone or in conjunction with a discharge or discharges from other sources:

1. Inhibits or disrupts the POTW treatment processes, collection system flow, operations, or sludge processes, use, or disposal; and

2. Therefore, is a cause of violation of any requirement of the POTW's CDPS permit or of the prevention of sewage sludge use or disposal in compliance with any of the following

statutory/regulatory provisions or permits issued hereunder, or any more stringent state or local regulations: section 405 of the act; the solid waste disposal act, including title II commonly referred to as the resource conservation and recovery act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the solid waste disposal act; the clean air act; the toxic substances control act; and the marine protection, research, and sanctuaries act.

LOCAL LIMIT: Specific discharge limits and BMPs developed, applied, and enforced upon SIGNIFICANT I~~i~~ndustrial U~~u~~sers OR INDUSTRIAL USERS ISSUED A DISCHARGE PERMIT BY THE CITY to implement the general and specific discharge prohibitions listed in subsection (C)1 of this section. Local limits are pretreatment standards and are specified at subsection (C) of this section.

MANAGER OR PLANT MANAGER: The plant manager of the Littleton-Englewood wastewater treatment plant or their designee responsible for the day to day implementation of the industrial pretreatment program.

MEDICAL WASTES: INCLUDE CERTAIN RADIOACTIVE WASTES, BLOOD AND BODY FLUIDS, POTENTIALLY INFECTIOUS WASTE, PATHOLOGICAL WASTE, HAZARDOUS WASTE, WASTE PHARMACEUTICALS AND VACCINES, SHARPS, TRAUMA SCENE WASTE, AND ANY OTHER WASTE DETERMINED TO POSE A SUFFICIENT RISK OF INFECTIOUSNESS AS ESTABLISHED BY THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT.

NEW SOURCE: 1. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

2. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation

meeting the criteria of subsection 1(a) or 1(b) of this definition, but otherwise alters, replaces, or adds to existing process or production equipment.

3. Construction of a new source as defined under this definition has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous on site construction program:

(1) Any placement, assembly, or installation of facilities or equipment; or

(2) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.

NONCONTACT COOLING WATER: Cooling water that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

NONSIGNIFICANT INDUSTRIAL USER: Any user which does not meet the definition of a "significant industrial user", but is otherwise required by the city through permit, order or notice to comply with specific provisions of this chapter and is so notified by the city.

NON-SIGNIFICANT CATEGORICAL INDUSTRIAL USER: UPON A FINDING THAT A SIGNIFICANT INDUSTRIAL USER SUBJECT TO CATEGORICAL PRETREATMENT STANDARDS NEVER DISCHARGES MORE THAN 100 GALLONS PER DAY OF TOTAL CATEGORICAL WASTEWATER (EXCLUDING SANITARY, NON-CONTACT COOLING AND BOILER BLOWDOWN WASTEWATER, UNLESS SPECIFICALLY INCLUDED IN THE PRETREATMENT STANDARDS) THE CITY MAY DETERMINE THE INDUSTRIAL USER A NON-SIGNIFICANT CATEGORICAL INDUSTRIAL USER RATHER THAN A SIGNIFICANT INDUSTRIAL USER IF THE CONDITIONS IN 40 CFR PART 403.3 (V)(2) ARE MET.

NORMAL DOMESTIC STRENGTH WASTEWATER: Wastewater, when analyzed in accordance with procedures established by the EPA pursuant to 40 CFR part 136, as amended, contains no more than three hundred milligrams per liter (300 mg/l) of TSS, five hundred milligrams per liter (500 mg/l) of COD, and/or two hundred milligrams per liter (200 mg/l) of BOD.

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS): A STANDARD USED BY FEDERAL STATISTICAL AGENCIES IN CLASSIFYING BUSINESS ESTABLISHMENTS FOR THE PURPOSE OF COLLECTING, ANALYZING, AND

PUBLISHING STATISTICAL DATA RELATED TO THE U.S. BUSINESS ECONOMY ISSUED BY THE EXECUTIVE OFFICE OF THE PRESIDENT, OFFICE OF MANAGEMENT AND BUDGET, AS AMENDED.

POGS FACILITIES: Any nondomestic dischargers located within the city's service area where work or service is performed including, automotive service, machine shops, automotive care centers, auto body shops, car washes, or any other facility that generates sand, petroleum oil, grease or other petroleum product, grit, gravel or other aggregate that may discharge into a wastewater collection system.

PASS-THROUGH: A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's CDPS permit (including an increase in the magnitude or duration of a violation).

PERSON: Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. This definition includes all federal, state, and local government entities.

PETROLEUM OIL, GREASE AND SAND (POGS): Any hydrocarbon or petroleum product including oils and greases, and/or sand, grit, gravel or any other aggregate.

pH: A measure of the acidity or alkalinity of a solution, expressed in standard units (SU) and is calculated by taking the logarithm of the reciprocal of the hydrogen ion concentration expressed in moles per liter of solution.

POLLUTANT: Any dredged spoil, solids, incinerator residue, filter backwash, sewage, garbage, sewage sludge, explosives, munitions, medical waste, chemical wastes, corrosive substance, biological material, biological nutrient, toxic substance, radioactive material, heat, malodorous substance, wrecked or discharged equipment, rock, sand, slurry, cellar dirt, untreatable waste, or industrial, domestic, or agricultural wastes and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor) discharged into or with water.

POLLUTION: The manmade or man induced alteration of the chemical, physical, biological, and radiological integrity of water.

PRETREATMENT OR TREATMENT: The reduction of the amount of pollutant(s), the elimination of pollutant(s), or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutant(s) into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes by other means, except as prohibited by subsection (C)2(a) of this section unless allowed by an applicable pretreatment standard.

PRETREATMENT REQUIREMENTS: Any substantive or procedural requirement related to

pretreatment, other than a pretreatment standard imposed on an industrial user.

PRETREATMENT STANDARD OR STANDARD: Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with sections 307(b) and (c) of the act, which applies to industrial users. This term includes prohibitive discharge limits established pursuant to subsection (C) of this section and includes local limits and best management practices. In cases of differing standards or regulations, the more stringent shall apply.

PROCESS WASTEWATER: Any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product.

~~PUBLICLY OWNED TREATMENT WORKS (POTW): The treatment works as defined by section 212 of the act (33 USC section 1292) which is jointly owned, in this instance, by the cities of Littleton and Englewood. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant. The term also means the municipality as defined in section 502(4) of the act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. For the purposes of this chapter, POTW shall also include any sewers that convey wastewaters to the POTW from indirect dischargers outside the city who are, by contract or agreement with the city, users of the city's POTW.~~

SAND/OIL INTERCEPTOR: A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept sand (or other aggregate) and petroleum based oil and grease from a wastewater discharge and are designed considering retention times, volumes in gallons calculated for each facility, and gravity separation; such interceptors include baffle(s) and a minimum of two (2) compartments.

~~SANITARY SEWER: A sewer which carries domestic and/or nondomestic wastewater or sewage and to which storm, surface, and ground waters are not intentionally admitted, including the pipe or conduit system and appurtenances, for the collection, transportation, pumping and treatment of sewage. This definition shall also include the terms "public sewer", "sewer system", "sewer", and "collection line".~~

SEPTIC WASTE RECEIVING FACILITY (SWRF): The receiving facility located on the Littleton-Englewood wastewater plant's property designated for receiving trucked and hauled septage into the POTW.

~~SERVICE LINE (PRIVATE SEWER): The wastewater collector line extending from the wastewater disposal facilities of the premises up to and including the connection to the sanitary sewer.~~

SHALL, WILL, MAY: "Shall" and "will" are mandatory; "may" is permissive.

SIGNIFICANT INDUSTRIAL USER: 1. All industrial users subject to categorical pretreatment standards under 40 CFR section 403.6 and chapter I, subchapter N; and

2. Any other industrial user that:

(a) Discharges an average of twenty five thousand (25,000) gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater);

(b) Contributes a process waste stream which makes up to five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant;

(c) Is designated by the city on the basis that the industry has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

SIGNIFICANT NONCOMPLIANCE (SNC): Any industrial user is in significant noncompliance if its violation meets one or more of the following criteria:

1. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent (66%) or more of all of the measurements taken during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits;

2. Technical review criteria (TRC) violations, defined here as those in which thirty three percent (33%) or more of all of the measurements for each pollutant parameter taken during a six (6) month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);

3. Any other violation of a pretreatment standard or requirement (daily maximum, long term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of POTW personnel or the general public);

4. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge;

5. Failure to meet, within ninety (90) days after the schedule date a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;

6. Failure to provide, within ~~thirty (30)~~ FORTY-FIVE (45) days after the due date, required reports such as baseline monitoring reports, compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

7. Failure to accurately report noncompliance;

8. Any other violation or group of violations, which may include a violation of best management practices, which the POTW determines will adversely affect the operation or implementation of the local pretreatment program.

SLUDGE: The accumulated solids separated from liquids, such as water or wastewater, during processing, or deposits on bottoms of streams or other bodies of water, or the precipitate resulting from chemical treatment, coagulation, or sedimentation of water or wastewater.

SPILL OR SLUG DISCHARGE: Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in subsection (C)1 of this section or local limits specified at subsection (C)2 of this section. A spill or slug discharge is any discharge of a nonroutine, episodic nature, including, but not limited to, an accidental spill or a noncustomary batch discharge, which has a reasonable potential to cause interference or pass-through, or in any other way violate any provision of this chapter, including discharges which exceed the hydraulic and/or mechanical design of a user's treatment system.

~~STANDARD INDUSTRIAL CLASSIFICATION (SIC): A classification pursuant to the "Standard Industrial Classification Manual" issued by the executive office of the president, office of management and budget, as amended.~~

STATE: State of Colorado.

STATE WATERS: Any and all surface and subsurface waters which are contained in or flow in or through this state, except waters in sewage systems, waters in treatment works or disposal systems, waters in potable water distribution systems, and all waters withdrawn for use until use and treatment have been completed.

STORM SEWER: Publicly owned facilities by which stormwater is collected or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and humanmade or altered drainage channels, reservoirs, and other drainage structures.

STORMWATER: Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation, including snowmelt.

SUPERVISORY COMMITTEE: The committee is comprised of two (2) representatives each from the city of Englewood and the city of Littleton. This committee is responsible for administrative and operational oversight of the Littleton-Englewood wastewater treatment plant, including implementation of the industrial pretreatment program.

~~TOTAL SUSPENDED SOLIDS (TSS): The total suspended matter, expressed in milligrams per liter, that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and~~

~~which is removable by laboratory filtering in accordance with procedures approved in 40 CFR part 136, as amended.~~

TOXIC POLLUTANT: Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the EPA under the provisions of section 307(a) of the act (33 USC section 1317(a)) or as otherwise listed at 40 CFR part 122, appendix D.

~~UNPOLLUTED WATER: Water of quality of equal to or better than the state or federal effluent criteria in effect, or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.~~

WASTEWATER (SEWAGE): Liquid and water carried industrial wastes and/or sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

WASTEWATER CONTROL PERMIT: THE DOCUMENT OR DOCUMENTS ISSUED TO AN INDUSTRIAL USER OR GROUP OF USERS (WHO IS NOT OTHERWISE A SIGNIFICANT INDUSTRIAL USER) BY THE CITY IN ACCORDANCE WITH THE TERMS OF THIS SECTION THAT ALLOWS, LIMITS AND/OR PROHIBITS THE DISCHARGE OR POLLUTANTS OR FLOW TO THE POTW.

(C) General Wastewater Prohibitions And Limitations:

1. General And Specific Prohibitions: A user may not introduce into a POTW any pollutant(s) which causes pass-through or interference. These general prohibitions and the specific prohibitions of this section apply to each user introducing pollutants into a POTW whether or not the user is subject to other pretreatment standards or requirements. It shall be unlawful for any user to discharge or deposit or cause or allow to be discharged or deposited into the wastewater treatment system of the city any wastewater which contains the following:

(a) Any "hazardous waste" as defined in 40 CFR part 261, unless specifically authorized by the POTW.

(b) Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two (2) successive readings on any explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (LEL) of the meter. Fire or explosion hazard may also be determined using flashpoint concentration, by closed cup method as specified in 40 CFR section 261.21. The flashpoint shall not be less than sixty degrees Celsius (60°C) or one hundred forty degrees Fahrenheit (140°F).

(c) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the POTW.

(d) Any wastewater having a pH less than 5.0 unless the POTW is specifically designed to accommodate such wastewater, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment and/or personnel of the POTW.

(e) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to cause pass-through or interference.

(f) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes is sufficient to prevent entry into the sewers for their maintenance and repair.

(g) Any substance which may cause the POTW's effluent or any other product of the POTW, such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process where the POTW is pursuing a reuse and reclamation program. In no case shall a substance discharged to the POTW cause the POTW to be in noncompliance with the sludge use or disposal criteria, guidelines, or regulations affecting sludge use or disposal.

(h) Any substance which will cause the POTW to violate its CDPS permit or the receiving water quality standards.

(i) Any wastewater with objectionable color not removable in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.

(j) Any pollutants, including oxygen demanding pollutants (BOD, etc.) which will cause pass-through or interference.

(k) Radioactive wastes or isotopes of such a half-life or concentration that they do not meet limits established by the city or other regulations set forth by the Colorado department of public health and environment, state of Colorado, in the latest edition of "Rules And Regulations Pertaining To Radiological Control", and any applicable federal regulations that may apply.

(l) Any wastewater having a temperature which will cause the temperature of the influent to the wastewater treatment plant to exceed one hundred four degrees Fahrenheit (104°F) or forty degrees Celsius (40°C) and/or inhibit the biological activity in the POTW.

(m) Any water or waste which contains grease or oil or any other substances that will solidify or become discernibly viscous at temperatures between thirty two degrees Fahrenheit (32°F) (0°C) and one hundred fifty degrees Fahrenheit (150°F) (65.5°C).

(n) Any water or waste containing free or floating oil and grease, or any discharge containing animal fat or grease byproduct in excess of two hundred milligrams per liter (200 mg/l).

(o) Petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin in amounts that will cause interference or pass-through.

(p) Trucked or hauled wastes or wastewater, except at locations authorized by the city, that meets all standards and requirements established by the city.

(q) Waters containing solids that have not been ground or comminuted to such a degree that all particles will be carried freely in suspension under conditions normally prevailing in public sewers. Solid particles shall be no more than one-half inch ($^1/_2$") in any dimension.

(r) Ammonia nitrogen or substances readily converted thereto, in amounts that would cause or contribute to pass-through or interference.

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

(t) Stormwater drainage from ground, surface, roof drains, catch basins, unroofed area drains (e.g., commercial car washing facilities) or any other source unless otherwise approved by the city. Specifically prohibited is the connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a building sewer or building drain which in turn is connected directly or indirectly to the city's wastewater collection system. No person shall connect or discharge water from underground drains, sump pump discharges, natural springs and seeps, water accumulated in excavation or grading or any other water associated with construction activities.

(u) Any substance directly into a manhole or other opening in the POTW unless specifically authorized by the city or as otherwise permitted under this chapter. Prohibited is the opening of a manhole or discharging into any opening in violation of this chapter.

(v) Liquid wastes from chemical toilets, and trailers, campers or other recreational vehicles which have been collected and/or held in tanks or other containers shall not be discharged into the POTW except at locations authorized by the city to collect such wastes.

(w) Wastes where such wastes have been collected and/or held in a tank or other container and where such wastes fail to comply with any applicable limitation set out in this chapter.

(X) ANY WATER OR WASTEWATER FROM ALKALINE HYDROLYSIS OR OTHER CHEMICAL DECOMPOSITION PROCESSES OF HUMAN OR ANIMAL TISSUES, REMAINS, OR BODIES WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY.

(Y) MEDICAL WASTES IN AMOUNTS OR CONCENTRATIONS THAT WILL CAUSE A VIOLATION OF ANY ONE OF THE OBJECTIVES INCLUDED IN SUBSECTION (A)1 OF THIS SECTION.

(Z) ANY WATER OR WASTEWATER ASSOCIATED WITH HYDRAULIC FRACTURING (FRACKING) AND DRILLING ACTIVITIES, WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY.

2. Wastewater Discharge Limitations: THE CITY IS AUTHORIZED TO ESTABLISH LOCAL LIMITS PURSUANT 40 CFR Part 403.5(C). It shall be unlawful for any user to discharge, deposit, cause, or allow to be discharged any waste or wastewater which fails to comply with the limitations imposed by this section.

(a) Dilution is prohibited as a substitute for treatment and shall be a violation of this chapter. Except where expressly authorized to do so by an applicable pretreatment standard or requirement, no industrial user shall ever increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a pretreatment standard or requirement. The city may impose mass limitations on industrial users which are using dilution to meet applicable pretreatment standards or requirements or in other cases where the imposition of mass limitations is appropriate.

(b) No significant industrial user shall discharge OR CAUSE TO BE DISCHARGED wastewater that exceeds the following LOCAL limits ~~at any time for any length of time~~ AS SPECIFIED IN THE INDUSTRIAL WASTEWATER PERMIT USING THE METHODS AND PROCEDURES PRESCRIBED IN SUBSECTION (H) :

Pollutant[1]	DAILY MAXIMUM Limit (mg/l)
Arsenic (As)	0 .55
Cadmium (Cd)	0 .30
Chromium-total (Cr)	2 .9
Chromium (VI) (Cr VI)	0 .86
Copper (Cu)	3 .94
Lead (Pb)	0 .51
Mercury (Hg)	0 .005
Molybdenum (Mo)	2 .82
Nickel (Ni)	2 .66
Selenium (Se)	0 .054

Silver (Ag)	0 .112
Zinc (Zn)	8 .8
Benzene[2]	0 .050
BTEX[2,3]	0 .750

Notes:
1.All pollutants are to be analyzed as total.
2.These pollutants and limits generally apply to wastewaters from the cleanup of petroleum or gasoline underground storage tanks. In addition, the pollutants may be required of other users or included in permits where sampling and analysis indicate that the wastewater contains concentrations of these pollutants in excess of the stated limits.
3.This is the sum of measured concentrations for benzene, toluene, ethylbenzene, and xylene.

(c) All users subject to a categorical pretreatment standard shall comply with all requirements of such standard, and shall also comply with any limitations contained in this chapter. Where the same pollutant is limited by more than one pretreatment standard, the limitations which are more stringent shall prevail. Compliance with categorical pretreatment standards shall be the time frame specified in the applicable categorical pretreatment standard.

(d) The city may establish more stringent pollutant limits, additional site specific pollutant limits, best management practices, or additional pretreatment requirements when, in the judgment of the city, such limitations are necessary to implement the provisions of this chapter.

(D) Pretreatment And Monitoring Facilities:

1. Users shall provide wastewater treatment as necessary to comply with this chapter and shall achieve compliance with all pretreatment standards and requirements set out in this chapter within the time limitations specified by EPA, the state, or the city, whichever is more stringent. Any facility determined by the city to be necessary for compliance or monitoring shall be provided, operated, and maintained at the user's expense. All treatment facilities shall be properly operated and maintained. Detailed plans describing such facilities and operating procedures shall be submitted to the city for review, and shall be approved before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the city under the provisions of this chapter. Any subsequent alterations or additions to such pretreatment or flow control facilities shall not be made without due notice to and prior approval of the city.

2. The city may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specified sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other

conditions as may be necessary to protect the POTW and demonstrate the user's compliance with the requirements of this chapter.

3. The city may require any user discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow control facility to ensure equalization of flow. An industrial wastewater permit may be issued solely for flow equalization.

4. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

5. The city may require an industrial user to install at the user's expense, suitable monitoring facilities or equipment that allows for the representative sampling and accurate observation of wastewater discharges. Such equipment shall be maintained in proper working order and kept safe and accessible at all times to city personnel.

6. The monitoring equipment shall be located and maintained on the industrial user's premises outside of the building unless otherwise approved by the city. When such a location would be impractical, the city may allow such facility to be constructed in the public street or easement area, with the approval of the agency having jurisdiction over such street or easement, and located so that it will not be obstructed by public utilities, landscaping or parked vehicles.

7. When more than one user is able to discharge into a common service line, the city may require installation of separate monitoring equipment for each user. When there is a significant difference in wastewater constituents and characteristics produced by different operations of a single user, the city may require that separate service lines and connections and monitoring facilities be installed for each separate discharge.

8. Whether constructed on public or private property, the monitoring facilities shall be constructed in accordance with the city's requirements and all applicable construction standards and specifications.

9. To fulfill the purposes of this chapter, the city may order other industrial users of the city's POTW to maintain records and/or install and maintain similar facilities or equipment as described above.

10. Industrial users who discharge process wastewaters determined by the city to contain pollutants necessitating continuous pH measurement to demonstrate compliance shall, subsequent to notification by the city, install a continuous recording pH meter as approved by the city. Such meter shall be installed, operated and maintained at the user's own cost and expense. Such records generated by this meter shall be retained for three (3) years and shall be made available to the city upon request.

11. If the city determines that an industrial user needs to measure and report wastewater flow, the user shall install an approved flow meter. Such meter shall be installed, operated and maintained

at the user's own cost and expense. Such records generated by this meter shall be retained for three (3) years and shall be made available to the city upon request.

(E) Industrial Wastewater Permits:

1. Permits Required: All significant industrial users proposing to connect to, or discharge into any part of the wastewater system, shall apply for and obtain an industrial wastewater permit prior to commencing discharge to the POTW. A separate permit may be required for each user, building or complex of buildings. The discharge of wastewater to the POTW without a valid permit from a significant industrial user shall be a violation of this chapter as specified in subsection (E)2 of this section. Such users shall immediately contact the city and obtain a permit for discharge.

(A) UPON A FINDING THAT A SIGNIFICANT INDUSTRIAL USER SUBJECT TO CATEGORICAL PRETREATMENT STANDARDS NEVER DISCHARGES MORE THAN 100 GALLONS PER DAY (GPD) OF TOTAL CATEGORICAL WASTEWATER (EXCLUDING SANITARY, NON-CONTACT COOLING AND BOILER BLOWDOWN WASTEWATER, UNLESS SPECIFICALLY INCLUDED IN THE PRETREATMENT STANDARDS) THE CITY MAY DETERMINE THE INDUSTRIAL USER A NON-SIGNIFICANT CATEGORICAL INDUSTRIAL USER RATHER THAN A SIGNIFICANT INDUSTRIAL USER IF THE FOLLOWING CONDITIONS ARE MET:

(1) THE INDUSTRIAL USER, PRIOR TO THE CITY'S FINDING, HAS CONSISTENTLY COMPLIED WITH ALL APPLICABLE CATEGORICAL PRETREATMENT STANDARDS AND REQUIREMENTS;

(2) THE INDUSTRIAL USER ANNUALLY SUBMITS THE CERTIFICATION STATEMENT REQUIRED IN 40 CFR PART 403.12(Q) TOGETHER WITH ANY ADDITIONAL INFORMATION NECESSARY TO SUPPORT THE CERTIFICATION STATEMENT; AND

(3) THE INDUSTRIAL USER NEVER DISCHARGES ANY UNTREATED CONCENTRATED WASTEWATER.

(B) UPON A FINDING THAT A SIGNIFICANT INDUSTRIAL USER NOT SUBJECT TO CATEGORICAL PRETREATMENT STANDARDS HAS NO REASONABLE POTENTIAL FOR ADVERSELY AFFECTING THE POTW'S OPERATION OR FOR VIOLATING ANY PRETREATMENT STANDARD OR REQUIREMENT, THE CITY MAY AT ANY TIME, ON ITS OWN INITIATIVE OR IN RESPONSE TO A PETITION RECEIVED FROM AN INDUSTRIAL USER, DETERMINE THAT SUCH INDUSTRIAL USER IS NOT A SIGNIFICANT INDUSTRIAL USER.

(C) BY REQUEST FROM A SIGNIFICANT INDUSTRIAL USER AND AT THE DISCRETION OF THE CITY, A NON-DISCHARGING INDUSTRIAL WASTEWATER PERMIT MAY BE ISSUED TO THE SIGNIFICANT INDUSTRIAL USER THAT REQUIRES SPECIFIC CONTROLS AND/OR PROCESS CONFIGURATIONS TO PREVENT THE DISCHARGE OF WASTEWATER FROM SPECIFIC PROCESS OPERATIONS, OR OF SPECIFIC POLLUTANTS TO THE POTW.

2. Enforceability: Any violation of the terms and conditions of an industrial wastewater permit, failure to apply for a permit as required, or discharging without a required permit shall be deemed a violation of this chapter and subjects the industrial user to the sanctions set out in subsection (~~J~~K) of this section. Obtaining an industrial wastewater permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements.

3. New Users; Applying For An Industrial Wastewater Permit: Any user required to obtain an industrial wastewater permit who proposes to begin or recommence discharging into the POTW must apply for and obtain such permit prior to the beginning or recommencing of such discharge. The user shall file a~~n industrial~~ wastewater permit application on forms provided by the city, containing the information specified in subsection (E)5 of this section. The completed application for the industrial wastewater permit must be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

4. Existing Users; Applying For Industrial Wastewater Permit Reissuance: A user with an expiring industrial wastewater permit shall apply for a new permit by submitting a complete permit application at least ninety (90) days prior to the expiration of the user's existing discharge permit. The user shall file a~~n industrial~~ wastewater permit application on forms provided by the city containing the information specified in subsection (E)5 of this section. An industrial user with an existing permit that has filed a complete and timely application may continue to discharge as approved by the city through an administrative extension of the existing permit.

5. ~~Industrial~~ Wastewater Permit Application Contents: In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information:

~~(a) Identifying Information:~~

~~(1) The name of industry and address of the facility, mailing address if different;~~

~~(2) The name of the operator and owner;~~

~~(3) Location of discharge if different from the location address;~~

~~(4) Contact information; and~~

~~(5) Description of activities, facilities, and plant production processes on the premises.~~

~~(b) Environmental Permits: A list of any environmental control permits held by or for the facility.~~

~~(c) Description Of Operations:~~

~~(1) A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production;~~

~~(2) The standard industrial classification(s) of the operation(s) carried out by such user;~~

~~(3) A schematic process diagram, which indicates points of discharge to the POTW from the regulated process;~~

~~(4) Types of wastes generated;~~

~~(5) A list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;~~

~~(6) Number of employees; and~~

~~(7) Hours of operation, and proposed or actual hours of operation.~~

~~(d) Discharge Time and Duration: Time and duration of discharges.~~

~~(e) Sample Location: The location for sampling the wastewater discharges from the user.~~

~~(f) Flow Measurement: Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR section 403.6(e). For new sources and new permittees not currently discharging, an estimate of flows may be used for meeting the requirements of the baseline monitoring report required at subsection (F)2 of this section.~~

~~(g) Measurement of Pollutants: For new sources and new permittees not currently discharging, an estimate of pollutants may be used for meeting the requirements of the baseline monitoring report required at subsection (F)2 of this section.~~

~~(1) The pretreatment standards applicable to each regulated process;~~

~~(2) The results of sampling and analysis identifying the nature and concentration, and/or mass of regulated pollutants in the discharge from each regulated process where required by the standard or by the city;~~

~~(3) Instantaneous, daily maximum and long term average concentrations, or mass, where required, shall be reported;~~

~~(4) The sample shall be representative of daily operations and shall be collected in accordance with procedures set out in subsections (H)1 and (H)2 of this section. Where the standard requires compliance with a BMP or pollution prevention alternative, the user shall submit documentation as required by the city or the applicable standards to determine compliance with the standard; and~~

~~(5) Analyses must be performed in accordance with procedures set out in subsection (H)3 of this section.~~

~~(h) Certification: A statement, reviewed by an authorized representative of the industrial user and certified to by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the industrial user to meet the pretreatment standards and requirements.~~

~~(i) Additional Information: Any other information as may be deemed necessary by the city to evaluate the permit application.~~

~~(j) Compliance Schedule: If additional pretreatment and/or O&M will be required to meet the pretreatment standards or requirements, the shortest schedule by which the industrial user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.~~

~~(k) Application Signatories And Certifications: All industrial wastewater permit applications, industrial user reports and certification statements must be signed by an authorized representative of the user and contain the applicable certification statement(s) in subsection (F)6 of this section.~~

(A) IDENTIFYING FACILITY INFORMATION.

(1) THE NAME OF INDUSTRY AND ADDRESS OF THE FACILITY, MAILING ADDRESS IF DIFFERENT;

(2) THE NAME OF THE BUSINESS OPERATOR AND OWNER;

(3) THE DESIGNATED SIGNATORY AUTHORITY AND DESIGNATED FACILITY CONTACT;

(B) BUSINESS ACTIVITIES.

(1) IDENTIFICATION OF INDUSTRIAL PROCESSES, INDUSTRIAL CATEGORIES, OR BUSINESS ACTIVITIES;

(2) A BRIEF DESCRIPTION OF OPERATIONS INCLUDING MATERIALS USED, PRODUCTS PRODUCED, MATERIALS HANDLING, TESTING, STORAGE, CLEANING, WASTE HANDLING, AND WASTEWATER PRETREATMENT;

(3) THE STANDARD INDUSTRIAL CLASSIFICATION(S) OR NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) OF THE OPERATION(S) CARRIED OUT BY SUCH USER;

(4) ENVIRONMENTAL PERMITS. A LIST OF ANY ENVIRONMENTAL CONTROL PERMITS HELD BY OR FOR THE FACILITY;

(5) FACILITY OPERATIONAL CHARACTERISTICS INCLUDING WORK DAYS, WORK SHIFTS, NUMBER OF EMPLOYEES, AND SEASONAL VARIATIONS;

(6) PLANNED OR POTENTIAL EXPANSION;

(C) WATER SUPPLY AND CONSUMPTION.

(1) WATER SOURCES, WATER BILL INFORMATION;

(2) WATER USE DISTRIBUTION THROUGHOUT FACILITY;

(D) SEWER CONNECTION INFORMATION.

(E) RAW MATERIALS AND CHEMICALS USED AND STORED.

(F) FACILITY INFRASTRUCTURE AND SITE DIAGRAMS.

(1) EXTERIOR SITE PLANS, INTERIOR BUILDING/FLOOR PLAN, PLUMBING DIAGRAMS;

(G) WASTEWATER DISCHARGE INFORMATION.

(1) METHOD OF WASTEWATER DISCHARGE;

(2) WASTEWATER DISCHARGE FLOW RATES;

(3) WASTEWATER MONITORING EQUIPMENT AND LOCATIONS;

(4) CHARACTERISTICS OF WASTEWATER INCLUDING POLLUTANT MEASUREMENTS;

(H) PROCESS FLOW DIAGRAM.

(I) GENERATED WASTE HANDLING PROCEDURES.

(J) WASTEWATER TREATMENT EQUIPMENT AND OPERATIONS.

(K) CONTROL PLAN FOR SPILL PREVENTION.

(L) ANY OTHER INFORMATION AS MAY BE DEEMED NECESSARY BY THE CITY TO EVALUATE THE PERMIT APPLICATION.

(M) CERTIFICATION. A STATEMENT, REVIEWED BY AN AUTHORIZED REPRESENTATIVE OF THE INDUSTRIAL USER AND CERTIFIED BY A QUALIFIED PROFESSIONAL, INDICATING WHETHER PRETREATMENT STANDARDS ARE BEING MET ON A CONSISTENT BASIS, AND, IF NOT, WHETHER ADDITIONAL OPERATION AND MAINTENANCE (O&M) AND/OR ADDITIONAL PRETREATMENT IS REQUIRED FOR THE INDUSTRIAL USER TO MEET THE PRETREATMENT STANDARDS AND REQUIREMENTS.

(1) COMPLIANCE SCHEDULE. IF ADDITIONAL PRETREATMENT AND/OR O&M WILL BE REQUIRED TO MEET THE PRETREATMENT STANDARDS OR REQUIREMENTS, THE SHORTEST SCHEDULE BY WHICH THE INDUSTRIAL USER WILL PROVIDE SUCH ADDITIONAL PRETREATMENT AND/OR O&M. THE COMPLETION DATE IN THIS SCHEDULE SHALL NOT BE LATER THAN THE COMPLIANCE DATE ESTABLISHED FOR THE APPLICABLE PRETREATMENT STANDARD. A COMPLIANCE SCHEDULE MUST BE IN ACCORDANCE WITH SUBSECTION (F)7 OF THIS SECTION;

(N) APPLICATION SIGNATORIES AND CERTIFICATIONS. ALL INDUSTRIAL WASTEWATER PERMIT APPLICATIONS, INDUSTRIAL USER REPORTS AND CERTIFICATION STATEMENTS MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE USER AND CONTAIN THE APPLICABLE CERTIFICATION STATEMENT IN SUBSECTION (F)6(A) OF THIS SECTION.

(O) ANY REQUESTS FOR A MONITORING WAIVER (OR A RENEWAL OF AN APPROVED MONITORING WAIVER) FOR A POLLUTANT NEITHER PRESENT NOR EXPECTED TO BE PRESENT IN THE DISCHARGE PER SUBSECTION (F)1(E) OF THIS SECTION.

6. Industrial Wastewater Permit Issuance:

(a) The city shall issue an industrial wastewater permit to the applicant if the city finds that all of the following conditions are met:

(1) The applicant has provided a timely and complete permit application to the city;

(2) The proposed discharge by the applicant is in compliance with the limitations established in this chapter;

(3) The proposed operation and discharge of the applicant would permit the normal and efficient operation of the POTW; and

(4) The proposed discharge of the applicant would not result in a violation by the city of the terms and conditions of its CDPS permit or cause pass-through or interference.

(b) If the city finds that the condition set out in subsection (E)6(a)(2) of this section is not met, the city may, at its discretion, issue an industrial wastewater permit to the applicant if the conditions set out in subsections (E)6(a)(1), (E)6(a)(3) and (E)6(a)(4) of this section have been met and if the applicant submits, and the city approves, a compliance schedule setting out the measures to be taken by the applicant and the dates that such measures will be implemented to ensure compliance with the local limits. At no time shall a discharge be allowed to cause violations of the general and specific prohibitions established in subsection (C)1 of this section nor shall the final compliance date for a categorical standard be extended.

7. Industrial Wastewater Permit Denial And Hearing:

(a) In the event an application for an industrial wastewater permit is denied, the city shall notify the applicant in writing of such denial. Such notification shall state the grounds for such denial with that degree of specificity which will inform the applicant of the measures or actions which must be taken by the applicant prior to issuance of a permit.

(b) Upon receipt of notification of denial of a permit, the applicant may request, and shall be granted, a hearing to be held by the city. At such hearing the applicant shall have the burden of establishing that the conditions set out in subsection (E)6 of this section have been met and that a permit should be issued.

(c) The city may conduct the hearing and take the evidence or may designate a representative to:

(1) Issue in the name of the city notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;

(2) Take the evidence; and

(3) Transmit a report of the evidence and hearing, including transcripts and other evidence, to the city, together with recommendations for action thereon.

(d) Testimony taken at any public hearing shall be under oath and recorded. The transcript as recorded shall be made available to any member of the public or any party to the hearing upon payment of any required duplication charges.

(e) Upon review of the evidence by the city, the city shall make written findings of fact. Thereupon the city may issue an order directing the issuance of an industrial wastewater permit, or directing that such permit shall not be issued, or give such other or further orders and directives as are necessary and appropriate.

8. Industrial Wastewater Permit Conditions: Industrial wastewater permits shall be expressly subject to all provisions of this chapter and all other regulations, and user charges and fees established by the city. The conditions of industrial wastewater permits shall be uniformly enforced in accordance with this chapter and applicable state and federal regulations. An industrial wastewater permit shall include such conditions as are deemed reasonably necessary by the city to prevent pass-through or interference, protect the quality of the receiving water, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(a) Industrial wastewater permits shall contain, as appropriate:

(1) A statement that indicates the permit's issuance date, expiration date and effective date;

(2) A statement that the permit is nontransferable;

(3) Effluent limits, including best management practices (BMPs), based on applicable pretreatment standards;

(4) Self-monitoring, sampling, reporting, notification, and recordkeeping requirements. These requirements shall include an identification of pollutants (or best management practices) to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law;

(5) A statement of applicable administrative, civil and criminal penalties for violation of pretreatment standards and requirements, the permit, this chapter and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law;

(6) BMPs to control specific pollutants as necessary to meet the objectives of this chapter;

(7) Closure requirements for permitted facilities undergoing partial or complete closure activities to ensure closure activities are completed and wastes have been properly disposed and remaining access to sanitary and storm sewers are protected;

(8) Requirements to notify the city immediately of any changes at its facility affecting potential for a spill or slug discharge and to notify the POTW immediately in the event of a slug, spill or accidental discharge to the POTW;

(9) Compliance schedules;

(10) Requirements to reapply for a new permit at least ninety (90) days prior to expiration of the existing permit;

(11) The general and specific prohibitions;

(12) Additional monitoring to be reported.

(13) THE PROCESS FOR SEEKING A WAIVER FROM MONITORING FOR A POLLUTANT NEITHER PRESENT NOR EXPECTED TO BE PRESENT IN THE DISCHARGE IN ACCORDANCE WITH SUBSECTION (F)1(E) OF THIS SECTION. ANY GRANT OF THE MONITORING WAIVER BY THE CITY MUST BE INCLUDED AS A CONDITION IN THE PERMIT.

(b) Industrial wastewater permits may contain, but need not be limited to, the following conditions:

(1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

(2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

(3) Requirements for the development and implementation of slug or spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

(4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(5) Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices; and

(6) Other conditions as deemed appropriate by the city to ensure compliance with this chapter, and state and federal laws and regulations.

9. Industrial Wastewater Permit Duration:

(a) Discharge permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period of less than five (5) years at the city's discretion or may be stated to expire on a specific date. The terms and conditions of the permit may be subject to modification and change by the city during the life of the permit, as limitations or requirements as identified in this chapter are modified and changed pursuant to subsection (E)11 of this section. The user shall be informed of any proposed changes in its permit at least thirty (30) days prior to the effective date of change unless such change is initiated by a violation of this chapter. Any such change or new condition in the permit shall include a reasonable time schedule for compliance or as otherwise required by state or federal regulations.

(b) Where the city is establishing permit specific local limits, the permit shall be public noticed for comment for thirty (30) days in a newspaper of meaningful circulation. The city shall consider all comments that are received and incorporate any comments as appropriate prior to issuing the permit.

10. Industrial Wastewater Permit Transfer: Industrial wastewater permits are issued to a specific user for a specific operation. No permit shall be reassigned or transferred ~~or sold~~ to a ~~new owner, new user,~~ different premises or a new or changed operation. PERMITS MAY BE TRANSFERRED TO A NEW OWNER OR OPERATOR ONLY IF THE PERMITTEE GIVES AT LEAST 30 DAYS ADVANCE NOTICE TO THE CITY AND THE CITY APPROVES THE PERMIT TRANSFER. THE NOTICE TO THE CITY MUST INCLUDE A WRITTEN CERTIFICATION BY THE NEW OWNER OR OPERATOR WHICH:

(A) STATES THAT THE NEW OWNER AND/OR OPERATOR HAS NO IMMEDIATE INTENT TO CHANGE THE FACILITY'S OPERATIONS AND PROCESSES;

(B) IDENTIFIES THE SPECIFIC DATE ON WHICH THE TRANSFER IS TO OCCUR; AND

(C) ACKNOWLEDGES FULL RESPONSIBILITY FOR COMPLYING WITH THE EXISTING PERMIT.

11. Industrial Wastewater Permit Modification: The city may modify an industrial wastewater permit for good cause, including, but not limited to, the following reasons:

(a) To incorporate any new or revised federal, state, or local pretreatment standards or requirements;

(b) To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of the industrial wastewater permit issuance;

(c) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(d) Information indicating that the permitted discharge poses a threat to the POTW, city personnel, or the receiving waters;

(e) Violation of any terms or conditions of the industrial wastewater permit;

(f) Misrepresentations or failure to fully disclose all relevant facts in the industrial wastewater permit application or in any required reporting; or

(g) To correct typographical or other errors in the industrial wastewater permit.

12. Industrial Wastewater Permit Revocation: A violation of the conditions of a permit or of this chapter or of applicable state and federal regulations shall be reason for revocation of such permit by the city. Upon revocation of the permit, any wastewater discharge from the affected user shall be considered prohibited and illegal. Grounds for revocation of a permit include, but are not limited to, the following:

(a) Failure of a user to accurately disclose or report the wastewater constituents and characteristics of its discharge;

(b) Failure of the user to report significant changes in operations or wastewater constituents and characteristics;

(c) Refusal of access to the user's premises for the purpose of inspection or monitoring;

(d) Falsification of records, reports or monitoring results;

(e) Tampering with monitoring equipment;

(f) Violation of conditions of the permit;

(g) Misrepresentation or failure to fully disclose all relevant facts in the industrial wastewater permit application;

(h) Failure to pay fines or penalties;

(i) Failure to pay sewer charges;

(j) Failure to pay permit and sampling fees; or

(k) Failure to meet compliance schedules.

(F) Reporting Requirements:

1. Periodic Compliance Reports; All Significant Industrial Users:

(a) EXCEPT AS SPECIFIED IN SUBSECTION (F)1(F) OF THIS SECTION, Any industrial user subject to a federal, state, or city pretreatment standard or requirement must, at a frequency determined by the city submit no less than once per six (6) months, unless required more frequently in the permit or by the city, reports indicating the nature, concentration of pollutants in the discharge which are limited by pretreatment standards and the average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with best management practices (BMPs) or pollution prevention alternatives, the user must submit documentation required by the city or the pretreatment standard necessary to determine compliance status of the user. All periodic compliance reports must be signed and certified in accordance with subsection (F)6 of this section.

(b) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that the sample results are unrepresentative of its discharge.

(c) If a user subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the city, using the methods and procedures prescribed in subsection (H) of this section, the results of this monitoring shall be included in the report.

(d) The sampling and analyses required for the reporting outlined above may be performed by the city in lieu of the permittee. Where the city itself makes arrangements with the user to collect all the information required for the report, the user will not be required to submit the report.

(E) THE CITY MAY AUTHORIZE A SIGNIFICANT INDUSTRIAL USER SUBJECT TO A CATEGORICAL PRETREATMENT STANDARD TO FOREGO SAMPLING OF A POLLUTANT REGULATED BY A CATEGORICAL PRETREATMENT STANDARD IF THE SIGNIFICANT INDUSTRIAL USER HAS DEMONSTRATED THROUGH SAMPLING AND OTHER TECHNICAL FACTORS THAT THE POLLUTANT IS NEITHER PRESENT NOR EXPECTED TO BE PRESENT IN THE DISCHARGE, OR IS PRESENT ONLY AT BACKGROUND LEVELS FROM INTAKE WATER AND WITHOUT ANY INCREASE IN THE POLLUTANT DUE TO ACTIVITIES OF THE INDUSTRIAL USER. THIS AUTHORIZATION IS SUBJECT TO THE FOLLOWING CONDITIONS:

(1) THE WAIVER MAY BE AUTHORIZED WHERE A POLLUTANT IS DETERMINED TO BE PRESENT SOLELY DUE TO SANITARY WASTEWATER DISCHARGED FROM THE FACILITY PROVIDED THAT THE SANITARY WASTEWATER IS NOT REGULATED BY AN APPLICABLE CATEGORICAL STANDARD AND OTHERWISE INCLUDES NO PROCESS WASTEWATER.

(2) THE MONITORING WAIVER IS VALID ONLY FOR THE DURATION OF THE EFFECTIVE PERIOD OF THE INDIVIDUAL WASTEWATER DISCHARGE PERMIT, BUT IN NO CASE LONGER THAN 5 YEARS. THE USER MUST SUBMIT A NEW REQUEST FOR THE WAIVER BEFORE THE WAIVER CAN BE GRANTED FOR EACH PERMIT.

(3) IN MAKING A DEMONSTRATION THAT A POLLUTANT IS NOT PRESENT, THE INDUSTRIAL USER MUST PROVIDE DATA FROM AT LEAST ONE SAMPLING OF THE FACILITY'S PROCESS WASTEWATER PRIOR TO ANY TREATMENT PRESENT AT THE FACILITY THAT IS REPRESENTATIVE OF ALL WASTEWATER FROM ALL PROCESSES.

(4) THE REQUEST FOR A MONITORING WAIVER MUST BE SIGNED AND CERTIFIED IN ACCORDANCE WITH SUBSECTION (F)6(A) OF THIS SECTION.

(5) NON-DETECTABLE SAMPLE RESULTS MAY BE USED ONLY AS A DEMONSTRATION THAT A POLLUTANT IS NOT PRESENT IF THE EPA APPROVED METHOD FROM 40 CFR PART 136 WITH THE LOWEST MINIMUM DETECTION LEVEL FOR THAT POLLUTANT WAS USED IN THE ANALYSIS.

(6) ANY GRANT OF THE MONITORING WAIVER BY THE CITY MUST BE INCLUDED AS A CONDITION IN THE USER'S PERMIT. THE REASONS SUPPORTING THE WAIVER AND ANY INFORMATION SUBMITTED BY THE USER IN ITS REQUEST FOR THE WAIVER MUST BE MAINTAINED BY THE CITY FOR 3 YEARS AFTER EXPIRATION OF THE WAIVER.

(7) UPON APPROVAL OF THE MONITORING WAIVER AND REVISION OF THE USER'S PERMIT BY THE CITY, THE INDUSTRIAL USER MUST CERTIFY ON EACH REPORT WITH THE STATEMENT IN SUBSECTION (F)6(D) OF THIS SECTION, THAT THERE HAS BEEN NO INCREASE IN THE POLLUTANT IN ITS WASTESTREAM DUE TO ACTIVITIES OF THE INDUSTRIAL USER.

(8) IN THE EVENT THAT A WAIVED POLLUTANT IS FOUND TO BE PRESENT OR IS EXPECTED TO BE PRESENT BECAUSE OF CHANGES THAT OCCUR IN THE USER'S OPERATIONS, THE USER MUST IMMEDIATELY: COMPLY WITH THE MONITORING REQUIREMENTS OF SUBSECTION (F)1(A) OF THIS SECTION, OR OTHER MORE FREQUENT MONITORING REQUIREMENTS IMPOSED BY THE CITY, AND NOTIFY THE CITY.

(9) THIS PROVISION DOES NOT SUPERSEDE CERTIFICATION PROCESSES AND REQUIREMENTS ESTABLISHED IN CATEGORICAL PRETREATMENT STANDARDS,

EXCEPT AS OTHERWISE SPECIFIED IN THE CATEGORICAL PRETREATMENT STANDARD.

(F) THE CITY MAY REDUCE THE REQUIREMENT FOR PERIODIC COMPLIANCE REPORTS IN SUBSECTION (F)1(A) OF THIS SECTION TO A REQUIREMENT TO REPORT NO LESS FREQUENTLY THAN ONCE A YEAR, UNLESS REQUIRED MORE FREQUENTLY IN THE PRETREATMENT STANDARD OR BY THE EPA, WHERE THE INDUSTRIAL USER'S TOTAL CATEGORICAL WASTEWATER FLOW DOES NOT EXCEED ANY OF THE FOLLOWING:

(1) 0.01 PERCENT OF THE POTW'S DESIGN DRY-WEATHER HYDRAULIC CAPACITY OF THE POTW, OR FIVE THOUSAND (5,000) GALLONS PER DAY, WHICHEVER IS SMALLER, AS MEASURED BY A CONTINUOUS EFFLUENT FLOW MONITORING DEVICE UNLESS THE INDUSTRIAL USER DISCHARGES IN BATCHES

(2) 0.01 PERCENT OF THE DESIGN DRY-WEATHER ORGANIC TREATMENT CAPACITY OF THE POTW; AND

(3) 0.01 PERCENT OF THE MAXIMUM ALLOWABLE HEADWORKS LOADING FOR ANY POLLUTANT REGULATED BY THE APPLICABLE CATEGORICAL PRETREATMENT STANDARD FOR WHICH APPROVED WASTEWATER DISCHARGE LIMITS WERE DEVELOPED IN ACCORDANCE WITH SUBSECTION (C)2(B) OF THIS SECTION.

REDUCED REPORTING IS NOT AVAILABLE TO INDUSTRIAL USERS THAT HAVE IN THE LAST TWO (2) YEARS BEEN IN SIGNIFICANT NONCOMPLIANCE. IN ADDITION, REDUCED REPORTING IS NOT AVAILABLE TO AN INDUSTRIAL USER WITH DAILY FLOW RATES, PRODUCTION LEVELS, OR POLLUTANT LEVELS THAT VARY SO SIGNIFICANTLY THAT, IN THE OPINION OF THE CITY, DECREASING THE REPORTING REQUIREMENT FOR THIS INDUSTRIAL USER WOULD RESULT IN DATA THAT ARE NOT REPRESENTATIVE OF CONDITIONS OCCURRING DURING THE REPORTING PERIOD.

2. Baseline Monitoring Reports; Categorical Industrial Users:

(a) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR section 403.6(a)(4), whichever is later, existing industrial users SUBJECT TO CATEGORICAL PRETREATMENT STANDARDS AND currently discharging to or scheduled to discharge to the POTW shall submit to the city a report which contains the information listed in subsection (F)2(b) of this section. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical industrial users subsequent to the

promulgation of an applicable categorical standard, shall submit to the city a report which contains the information listed in subsection (F)2(b) of this section. A new source shall report the method of pretreatment it intends to use to meet applicable pretreatment standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged from regulated process streams and other nonprocess streams.

(b) Users described above shall submit the information set forth below:

(1) Required Information: All information required in subsection (E)5 of this section.

(2) Measurement Of Pollutants:

A. The user shall take a minimum of one representative sample to compile the data necessary to comply with the requirements of this subsection.

B. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the user should measure the flows and concentrations necessary to allow use of the combined waste stream formula in 40 CFR section 403.6(e) in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR section 403.6(e) this adjusted limit along with supporting data shall be submitted to the city.

C. Sampling and analysis shall be performed in accordance with subsection (H) of this section.

D. The city may allow the submission of a BMR which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

E. The BMR shall indicate the time, date, and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.

(3) Signature And Report Certification: All baseline monitoring reports must be signed in accordance with subsection (F)6(A) of this section and signed by an authorized representative as defined in subsection (B) of this section.

3. Ninety Day Compliance Reports; Categorical Industrial Users:

(a) New Sources: All new sources subject to existing categorical pretreatment standards shall submit a report to the city within ninety (90) days from the date of first discharge to the POTW demonstrating actual and continuing compliance with those standards.

(b) Existing Sources: All existing sources required to comply with newly promulgated categorical pretreatment standards shall submit a report to the city within ninety (90) days of the date on

which compliance is required with those standards demonstrating that actual and continuing compliance with such standards has been achieved.

(c) Minimum Information: Such ninety (90) day compliance report shall contain at a minimum the information required in subsections (E)5~~(f), (E)5(g) (E)5(h), (E)5(i) and (E)5(k)~~(G), (E)5(L), (E)5(M), AND (E)5(N) of this section.

4. Twenty Four Hour Notice And Thirty Day Resampling: If sampling performed by a user indicates a violation of this chapter, the user shall notify the city within twenty four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the city within thirty (30) days after becoming aware of the violations. FOR THE PURPOSES OF THIS SECTION "BECOMING AWARE" SHALL BE DEFINED AS THE SHORTEST REASONABLE TIME TO DETERMINE COMPLIANCE STATUS NOT TO EXCEED FIVE (5) DAYS AFTER RECEIPT OF SAMPLING DATA. The user is not required to resample if the following occurs:

(a) The city performs sampling at the user's facility at a frequency of at least once per month.

(b) The city performs sampling at the user's facility between the time when the user performs its initial sampling and the time when the user receives the results of this sampling. It is the sole responsibility of the user to verify if the city has performed this sampling.

5. Reports For Nonsignificant Industrial Users: Should the city deem it necessary to assure compliance with provisions of this chapter, any user of the POTW may be required to submit an industrial wastewater permit application, INDUSTRIAL WASTE SURVEY, or questionnaire to the city. Any user subject to this reporting requirement shall submit a completed report no later than thirty (30) days after receipt of the notification and appropriate forms.

6. Signatory Certification: ~~All reports and other submittals required to be submitted to the city shall include the following statement and signatory requirements:~~

~~(a) The authorized representative signing any application, questionnaire an report or other information required to be submitted to the city must sign and attach the following certification statement with each such report or information submitted to the city:~~

(A) ALL REPORTS AND OTHER SUBMITTALS REQUIRED TO BE SUBMITTED TO THE CITY BY A SIGNIFICANT INDUSTRIAL USER, INCLUDING PERMIT APPLICATIONS, SHALL INCLUDE THE FOLLOWING CERTIFICATION STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or the persons directly responsible for gathering the

information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.

(B) PERIODIC COMPLIANCE REPORTS SUBMITTED BY SIGNIFICANT INDUSTRIAL USERS ISSUED A NON-DISCHARGING INDUSTRIAL WASTEWATER PERMIT SHALL ALSO INCLUDE THE FOLLOWING CERTIFICATION STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE. "*I CERTIFY UNDER PENALTY OF LAW THAT (PERMITTEE NAME) HAS NOT DISCHARGED ANY REGULATED WASTEWATER TO THE L/E WWTP DURING THIS REPORTING PERIOD"* (IF APPLICABLE).

(C) A FACILITY DETERMINED TO BE A NON-SIGNIFICANT CATEGORICAL INDUSTRIAL USER MUST ANNUALLY SUBMIT THE FOLLOWING CERTIFICATION STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE.

"BASED ON MY INQUIRY OF THE PERSON OR PERSONS DIRECTLY RESPONSIBLE FOR MANAGING COMPLIANCE WITH THE CATEGORICAL PRETREATMENT STANDARDS UNDER 40 CFR ___[SPECIFY APPLICABLE NATIONAL PRETREATMENT STANDARD PART(S)], I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT DURING THE PERIOD FROM _____, TO _____, _____ [MONTH, DAYS, YEAR]:

(1) THE FACILITY DESCRIBED AS _____ [FACILITY NAME] MET THE DEFINITION OF A NON-SIGNIFICANT CATEGORICAL INDUSTRIAL USER AS DESCRIBED IN 40 CFR 403.3(V)(2);

(2) THE FACILITY COMPLIED WITH ALL APPLICABLE PRETREATMENT STANDARDS AND REQUIREMENTS DURING THIS REPORTING PERIOD; AND

(3) THE FACILITY NEVER DISCHARGED MORE THAN 100 GALLONS OF TOTAL CATEGORICAL WASTEWATER ON ANY GIVEN DAY DURING THIS REPORTING PERIOD. THIS COMPLIANCE CERTIFICATION IS BASED UPON THE FOLLOWING INFORMATION:
_____

(D) SIGNIFICANT INDUSTRIAL USERS THAT HAVE AN APPROVED MONITORING WAIVER BASED ON SECTION F(1)(E) OF THIS SECTION MUST SUBMIT ON EACH COMPLIANCE REPORT WITH THE FOLLOWING CERTIFICATION STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE THAT THERE HAS BEEN NO INCREASE IN THE POLLUTANT IN ITS WASTESTREAM DUE TO ACTIVITIES OF THE USER. *"BASED ON MY INQUIRY OF THE PERSON OR PERSONS DIRECTLY*

RESPONSIBLE FOR MANAGING COMPLIANCE WITH THE PRETREATMENT STANDARD FOR 40 CFR _____ [SPECIFY APPLICABLE NATIONAL PRETREATMENT STANDARD PART(S)], I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE HAS BEEN NO INCREASE IN THE LEVEL OF _____ (LIST POLLUTANT(S)) IN THE WASTEWATERS DUE TO THE ACTIVITIES AT THE FACILITY SINCE FILING OF THE LAST PERIODIC COMPLIANCE REPORT.

(~~b~~E) If the authorized representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of subsection (B) of this section must be submitted to the city prior to or together with any reports to be signed by an authorized representative.

(F) INDUSTRIAL WASTE SURVEYS OR QUESTIONNAIRES REQUIRED TO BE SUBMITTED TO THE CITY BY AN INDUSTRIAL USER SHALL INCLUDE THE FOLLOWING STATEMENT AND SIGNATORY REQUIREMENTS. THE REPRESENTATIVE SIGNING ANY INDUSTRIAL WASTE SURVEY OR QUESTIONNAIRE MUST SIGN THE FOLLOWING CERTIFICATION STATEMENT. *"I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED IN THIS DOCUMENT AND ATTACHMENTS. BASED UPON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION REPORTED HEREIN, I BELIEVE THAT THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT* THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION." INDUSTRIAL WASTE SURVEYS OR QUESTIONNAIRES SHALL BE SUBMITTED TO THE CITY, IN ELECTRONIC OR HARD COPY FORMAT, WITHIN THIRTY (30) DAYS OF RECEIPT.

7. Compliance Schedules: Should any schedule of compliance be established in accordance with the requirements of this chapter, the following conditions shall apply to such schedule:

(a) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable categorical pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.);

(b) No increment referred to above shall exceed nine (9) months; and

(c) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the city including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps

being taken by the user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the city.

8. Change In Discharge Or Operations: Every significant industrial user shall file a notification to the city a minimum of fourteen (14) days prior to any planned significant change in operations or wastewater characteristics. A significant change shall be a change equal to or greater than twenty percent (20%) in the mass of a pollutant or volume of flow discharged to the POTW. In addition, this notification shall include changes to:

(a) Adding or removing processing, manufacturing or other production operations.

(b) New substances used which may be discharged.

(c) Changes in the listed or characteristic hazardous waste for which the user has submitted or is required to submit information to the city under this chapter and 40 CFR part 403.12(p) as amended.

9. SPILL PREVENTION AND Control Plans:

(a) Discharge Prevention: Each user shall provide protection from accidental discharges and slug loads of pollutants regulated under this chapter. Facilities to prevent the discharge of spills or slug loads shall be provided and maintained at the user's expense.

(b) Evaluation: The city shall evaluate whether each significant industrial user needs a spill prevention and control plan or other action to control spills and slug discharges as defined in subsection (B) of this section. The city may require a user to develop, submit for approval, and implement a spill prevention and control plan or take such other action that may be necessary to control spills and slug discharges.

(c) Plan Requirements: A spill prevention and control plan shall address, at a minimum, the following:

(1) Detailed plans (schematics) showing facility layout and plumbing representative of operating procedures;

(2) Description of contents and volumes of any process tanks;

(3) Description of discharge practices, including nonroutine batch discharges;

(4) Listing of stored chemicals, including location and volumes;

(5) Procedures for immediately notifying the city of any spill or slug discharge. It is the responsibility of the user to comply with the reporting requirements in subsection (F)10 of this section;

(6) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response; and

(7) Any other information as required by the city.

(d) Notice To Employees: A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of an accidental or slug discharge. Employers shall ensure that all employees who work in any area where an accidental or slug discharge may occur or originate are advised to the emergency notification procedures.

10. Reports Of Potential Problems:

(a) In the case of any discharge, including, but not limited to, spills, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a slug discharge or a discharge that may cause potential problems for the POTW, the user shall immediately telephone and notify the city of the incident. This notification shall include:

(1) Name of the facility;

(2) Location of the facility;

(3) Name of the caller;

(4) Date and time of discharge;

(5) Date and time discharge was halted;

(6) Location of the discharge;

(7) Estimated volume of discharge;

(8) Estimated concentration of pollutants in discharge;

(9) Corrective actions taken to halt the discharge; and

(10) Method of disposal if applicable.

(b) Within five (5) working days following such discharge, the user shall, unless waived by the city, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall

such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this chapter.

11. Notification Of The Discharge Of Hazardous Waste:

(a) Any user shall notify the city, the EPA regional waste management division director, and state hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be hazardous waste under 40 CFR part 261. Such notification to the city shall be made within the appropriate time frames specified in subsection~~s (F)4, (F)8 and~~ (F)10 (A) of this section. Notification to the state and EPA is the responsibility of the user and shall be made as required under 40 CFR section 403.12(p). The user shall copy the city on all notifications made to the state and EPA.

Such notification must include:

(1) The name of the hazardous waste as set forth in 40 CFR part 261;

(2) The EPA hazardous waste number;

(3) The type of discharge (continuous, batch, or other);

(4) An identification of the hazardous constituents contained in the wastes;

(5) An estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month;

(6) An estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months;

(7) Certification that the user has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical; and

(8) Signatory certification as required by subsection (F)6 of this section.

(b) In the case of any new regulation under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as hazardous waste, the user must notify the city, the EPA regional waste management waste division director, and state hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(c) This provision does not create a right to discharge any substance not otherwise allowed to be discharged by this chapter, a permit issued hereunder, or any applicable federal or state law.

12. Date Of Receipt Of Reports: Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States postal service, the date of the receipt of the report shall govern.

(G) Inspection And Records:

1. Records And Monitoring: Users subject to the reporting requirements of this chapter shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this chapter, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with best management practices. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the sample; the dates analyses were performed; who performed the analyses; and analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the city, or where the user has been specifically notified of a longer retention period by the city OR WHEN REQUESTED BY THE EPA.

2. Admission To Property And Access To Information:

(a) City's Entrance Into Facility: Whenever it shall be necessary for the purposes of this chapter, the city may enter upon any user's facility, property or premises subject to this chapter that is located or conducted or where records are required to be kept for the purposes of:

(1) Performing all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by industrial or other users, compliance or noncompliance with applicable pretreatment standards and requirements by a user. Compliance monitoring and inspection shall be conducted at a frequency as determined by the city and may be announced or unannounced. PHOTO DOCUMENTATION OR ELECTRONIC RECORDING DEVICES MAY BE USED BY THE CITY DURING INSPECTION, SURVEILLANCE AND MONITORING PROCEDURES;

(2) Examining and copying any records required to be kept under the provisions of this chapter or of any other local, state or federal regulation;

(3) Inspecting any monitoring equipment or method, pretreatment system equipment and/or operation;

(4) Sampling any discharge of wastewater into POTW; and/or

(5) Inspecting any production, manufacturing, fabricating or storage area where pollutants, regulated under this chapter, could originate, be stored, or be discharged to the POTW.

(b) Occupant Assistance Required: The occupant of such property or premises shall render all proper assistance in such activities.

(c) Failure To Allow Entry: In the event the city or other duly authorized representative of the city is refused admission for any purpose, the city may cause water and/or wastewater service to the premises in question to be discontinued and other enforcement actions undertaken as allowed for under this chapter.

(H) Sample Collection And Analytical Methods:

1. Sample Collection: Compliance determinations with respect to prohibitions and limitations in this chapter may be made on the basis of either grab or composite samples of wastewater as specified by the city. Such samples shall be taken at a point or points which the city determines to be suitable for obtaining a representative sample of the discharge. Composite samples may be taken over a twenty four (24) hour period, or over a longer or shorter time span, as determined by the city to meet specific circumstances.

2. Sample Type: Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, and based on data that is representative of conditions occurring during the reporting period.

(a) Except as indicated in subsections (H)2(b) and (H)2(c) of this section, the user must collect representative wastewater samples using twenty four (24) hour flow proportional composite sampling techniques, unless time proportional composite sampling or grab sampling is required by the city. Where time proportional composite sampling or grab sampling is authorized by the city, the samples must be representative of the permitted discharge.

(b) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques. Using protocols (including appropriate preservation) specified in 40 CFR part 136 and appropriate EPA guidance, multiple grab samples collected during a twenty four (24) hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides, the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composited samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city, as appropriate. In addition, grab samples may be required to show compliance with instantaneous local limits, including pH.

(c) For sampling required in support of baseline monitoring and ninety (90) day compliance reports required in subsections (F)2 and (F)3 of this section, a minimum of four (4) grab samples must be used for pH, total phenols, oil and grease, sulfide, and volatile organic compounds for facilities for which historical representative sampling data do not exist. Where historical data are available, the city may authorize a lower minimum. For the reports required by subsection (F)1

of this section, the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

3. Analytical Requirements: All pollutant analysis, including sampling techniques, to be submitted as part of an industrial wastewater permit application, report, permit or other analyses required under this chapter shall be performed in accordance with the techniques prescribed in 40 CFR part 136 and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the city or other parties approved by the EPA.

(I) INDUSTRIAL USER PERMITS (NON-SIGNIFICANT INDUSTRIAL USERS)

(1) THE CITY MAY ISSUE A WASTEWATER CONTROL PERMIT TO ANY INDUSTRIAL USER, WHO IS NOT OTHERWISE CONSIDERED A SIGNIFICANT INDUSTRIAL USER, AND WHO IS DISCHARGING OR PROPOSES TO DISCHARGE WASTEWATER CONTAINING SUBSTANCES REGULATED UNDER SUBSECTION (C) OF THIS SECTION. THE TERMS AND CONDITIONS OF THE WASTEWATER CONTROL PERMIT SHALL BE ACCORDANCE WITH THIS CHAPTER.

(2) THE WASTEWATER CONTROL PERMIT MAY CONTAIN, AS CONDITIONS FOR DISCHARGING, REQUIREMENTS FOR TREATMENT, WASTEWATER DISCHARGE LIMITATIONS AND PROHIBITIONS, BMPS, MONITORING, SAMPLING AND ANALYSIS REQUIREMENTS, REPORTING AND RECORDKEEPING REQUIREMENTS, CONDITIONS FOR ACCESSIBLE INSPECTIONS AS REQUIRED IN 7-5-25 TO ENSURE COMPLIANCE WITH THIS CHAPTER.

(J~~I~~) Sector Control Programs:

1. General Requirements:

(a) Authority: The city may establish specific sector control programs for industrial users to control specific pollutants as necessary to meet the objectives of this chapter. Pollutants subject to these sector control programs shall be controlled using best management practices (BMPs) or by permits as determined by the city who shall establish policies for each sector control program. THE CITY MAY DELEGATE THROUGH AGREEMENT SPECIFIC SECTOR CONTROL RESPONSIBILITIES TO MUNICIPALITIES OR SANITATION DISTRICTS THAT CONTRIBUTE WASTEWATER TO THE LITTLETON-ENGLEWOOD WASTEWATER TREATMENT PLANT.

(b) Facility Identification And Compliance: The city shall establish an industrial user identification and characterization program through which users shall be identified for inclusion into applicable sector control programs. Once identified and included into one or more sector control programs, the facility shall be required to comply with each applicable program policy.

(c) Notification To The City By The User And Management Review: The city shall review new construction and existing facilities undergoing any physical change, change in ownership, change in operations, or other change that could change the nature, properties, or volume of wastewater discharge, to ensure that current sector control program policies are incorporated and implemented.

The user shall inform the city prior to:

(1) Sale or transfer of ownership of the business; or

(2) Change in the trade name under which the business is operated; or

(3) Change in the nature of the services provided that affect the potential to discharge sector control program pollutants; or

(4) Remodeling of the facility that may result in an increase in flow or pollutant loading or that otherwise requires the facility to submit plans or specifications for approval through a building or zoning department, or any other formal approval process of a city, county, or other jurisdiction.

(d) Inspections:

(1) The city may conduct inspections of any facility with or without notice for the purpose of determining applicability and/or compliance with sector control program requirements.

(2) If any inspection reveals noncompliance with any provision of a sector control program policy requirement, corrective action shall be required pursuant to the applicable sector control program policy.

(3) Inspection results will be provided in writing OR ELECTRONICALLY SUBMITTED to the facility.

(e) Closure: The city may require closure of plumbing, treatment devices, storage components, containments, or other such physical structures that are no longer required for their intended purpose. Closure may include the removal of equipment, the filling in of a void and/or cementing, capping, plugging, etc. Closure requirements shall be described for each sector control program in a respective policy.

(f) Variance: A variance as to the requirements of any sector control program for existing facilities may be granted by the city for good cause. The facility has the burden of proof of demonstrating through data and other information why a variance should be granted. In no case shall a variance

result in violation of any requirement or effluent limit specified in this chapter. The granting of any variance shall be at the sole discretion of the city.

If a variance is granted, the facility shall institute best management practices and other mitigation ~~measures as outlined in the variance section of the applicable sector control program policy~~ TO ACHIEVE COMPLIANCE WITH THIS CHAPTER AS DETERMINED BY THE CITY.

(g) Enforcement And Compliance:

(1) Enforcement of this regulation is governed by the express terms herein and the enforcement provisions of subsection (~~J~~K) of this section.

(2) The city has the right to reject acceptance of any waste which may be harmful to or cause obstruction of the wastewater collection system, or which may cause or contribute to interference or pass-through or violate any local limits adopted by the city.

(3) Facility owners and lessees regulated under this section shall be jointly and severally responsible for complying with the pretreatment standard and requirements established by these requirements.

(4) Any extraordinary costs incurred by the city due to interference, damage, pass-through, or maintenance necessary in the treatment and/or collection system shall be paid by the user to the city. The direct costs of all labor, equipment and materials incurred in rectifying the interference or damage, including reasonable attorney fees, shall be billed directly to the owner or the user by the city, and such costs shall become part of the total charges due and owing to the city and shall constitute a lien on the user until paid in full.

2. Program Descriptions:

(a) FOG (Fats, OilS, And Grease) Program Requirements: The requirements established in this section shall apply to users subject to the FOG sector control program established by the city. Nondomestic dischargers where preparation, manufacturing, or processing of food occurs include, but are not limited to, restaurants, cafes, fast food outlets, pizza outlets, delicatessens, sandwich shops, coffee shops, schools, nursing homes and other facilities that prepare, service, or otherwise make foodstuff available for consumption. These users shall install and maintain a gravity grease interceptor as directed by the city.

All facilities subject to this section must comply with the requirements in the FOG sector control program implementing policy which includes both the requirement for installation and operation of a gravity grease interceptor and the best management practices.

(1) General Control Requirements:

A. A gravity grease interceptor shall be required when, in the judgment of the city, it is necessary for the proper handling of liquid wastes which may be harmful to, or cause obstruction in the wastewater collection system or cause or contribute to interference or pass-through.

B. It shall be the responsibility of the user and owner of the property, business or industry or an authorized representative of the user to contact the city for the purpose of obtaining a plan review. The plan review shall determine the need, size, location, and other requirements of the interceptor required to control discharges into the POTW. Written approval from the city must be obtained prior to installation of the interceptor. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the city under the provisions of this chapter.

C. The design and sizing of gravity grease interceptors shall be in accordance with the FOG sector control program policy and this chapter. The gravity grease interceptor shall be designed, sized, installed, maintained and operated so as to accomplish their intended purpose of intercepting pollutants from the user's wastewater and preventing the discharge of such pollutants to the city's wastewater collection system.

D. Hydromechanical grease interceptors shall not be permitted in lieu of a gravity grease interceptor to comply with the requirements of this chapter UNLESS EXPRESSLY AUTHORIZED BY THE CITY.

E. Toilets, urinals and similar fixtures shall not discharge waste through a gravity grease interceptor. Such fixtures shall be plumbed directly into the building sewer and waste system.

F. All fixtures not equipped with a garbage disposal (garbage grinder) which are connected to a gravity grease interceptor shall be equipped with a fixed or removable mesh or screen which shall catch garbage and food debris and prevent it from entering the gravity grease interceptor.

G. The user must ensure interceptors are easily accessible for inspection, cleaning, and removal of FOG.

H. The user must maintain interceptors at their expense and keep in efficient operating condition at all times ~~by the regular removal of accumulated FOG~~.

(2) Required Maintenance:

A. G~~ravity g~~rease interceptors shall be maintained by regularly scheduled cleaning so that they will properly operate as intended to efficiently intercept the fats, oil and grease from the FOG facility's wastewater and prevent the discharge of said materials into the city's wastewater collection system. ~~A gravity grease interceptor shall be serviced at a minimum every ninety (90) days, or more often as provided in the FOG sector control program policy.~~ MAINTENANCE FREQUENCY SHALL BE IN ACCORDANCE WITH THE FOG SECTOR CONTROL PROGRAM POLICY.

~~B. The city may require more frequent cleaning than that prescribed in subsection (I)2(a)(2)A of this section. A variance from the requirement in subsection (I)2(a)(2)A of this section may be obtained if the user can demonstrate less frequent cleaning is sufficient.~~

~~C~~B. Maintenance of ~~gravity~~ grease interceptors shall be done in a workmanlike manner only by a business/professional normally engaged in the servicing of such plumbing fixtures.

~~D~~C. In the event an interceptor is not properly maintained by the user, owner, lessee, or other authorized representative of the facility, the city may authorize such maintenance work be performed on behalf of the user. The costs of such maintenance shall be billed directly to the user and shall become part of the charges due and owing to the city and shall constitute a lien against the property until paid in full.

~~E~~D. Biological treatment or enzyme treatment shall not be a substitute for the servicing of gravity grease interceptors at the frequency determined by the city. Use of enzymes to emulsify FOG is prohibited. THE DIRECT ADDITION OF ANY ENZYME OR CHEMICAL, MICROBIAL AGENT TO A GGI IS PROHIBITED.

~~F~~E. ~~The user must document each pump out with a waste manifest or trip ticket which must be kept on site for at least three (3) years.~~ ALL RECORDS, RECEIPTS, AND MANIFESTS OF GGI MAINTENANCE, REMOVAL OF GGI CONTENTS, AND OFF-SITE HAULING OF FOG WASTE INCLUDING WASTE GREASE BIN CONTENTS SHALL REMAIN ON THE PREMISES OR MADE ACCESSIBLE FOR REVIEW BY THE CITY AT ANY TIME FOR A MINIMUM OF THREE (3) YEARS. THE CITY MAY REQUIRE A USER TO SUBMIT COPIES OF ALL RECORDS, RECEIPTS, AND MANIFESTS OF GGI AND/OR WGB MAINTENANCE, REMOVAL OF GGI AND/OR WGB CONTENTS, AND OFF-SITE HAULING OF FOG WASTE.

F. THE USER IS RESPONSIBLE FOR ENSURING THAT COMPANIES USED FOR THE REMOVAL AND TRANSPORT OF GREASE WASTE FROM A GREASE INTERCEPTOR ARE PROPERLY REGISTERED WITH THE STATE.

G. The user must take reasonable steps to assure that all waste is properly disposed of at a facility in accordance with federal, state and local regulations (i.e., through a certification by the hauler included on the waste manifest or trip ticket for each load).

(b) POGS (Petroleum Oil, Grease And Sand ~~Interceptor~~) PROGRAM Requirements: The requirements established in this section shall apply to users subject to the POGS program requirements established by the city.

Nondomestic dischargers where work or service is performed includes automotive service, machine shops, STONE CUTTERS, automotive care centers, PAINT/auto body AND DETAIL shops, car washes, or any other facility that generates sand, SOLVENTS, petroleum oil, grease or other petroleum product, grit, gravel or other aggregate that may discharge into a wastewater collection system. Access to the wastewater collection system is often via floor drains located

inside shop areas that are not limited to nonpolluting wastewater sources; such drains must be connected to a sand/oil interceptor.

All users subject to this section must comply with the requirements in the POGS sector control program implementing policy which includes both the requirement for installation and operation of a sand/oil interceptor and the best management practices.

(1) General Control Requirements:

A. A sand/oil interceptor shall be required when, in the judgment of the city, it is necessary for the proper handling of ~~liquid~~ wastes which may be harmful to, or cause obstruction in the wastewater collection system or cause or contribute to interference or pass-through.

B. It shall be the responsibility of the user and owner of the property, business or industry or an authorized representative of the user to contact the city for the purpose of obtaining a plan review. The plan review shall determine the need, size, location, and other requirements of the interceptor required to control discharges into the POTW. Written approval from the city must be obtained prior to installation of the interceptor. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the city under the provisions of this chapter.

C. The design and sizing of sand/oil interceptors shall be in accordance with the POGS sector control program policy and this chapter. The sand/oil interceptor shall be designed, sized, installed, maintained and operated so as to accomplish their intended purpose of intercepting pollutants from the user's wastewater and preventing the discharge of such pollutants to the city's wastewater collection system.

D. Upon change of ownership of any existing facility which would be required to have an interceptor under this section, the applicant for sanitary sewer service shall have the burden to demonstrate that a properly sized and functioning sand/oil interceptor is installed.

E. Toilets, urinals and similar fixtures shall not discharge waste through a sand/oil interceptor. Such fixtures shall be plumbed directly into the building sewer and waste system.

F. The user shall ensure interceptors are easily accessible for inspection, cleaning, and removal of POGS.

G. The user ~~shall~~ MUST maintain interceptors at their expense and keep in efficient operating condition at all times ~~by the regular removal of POGS.~~

H. BIOLOGICAL TREATMENT OR ENZYME TREATMENT SHALL NOT BE A SUBSTITUTE FOR THE SERVICING OF SAND/OIL INTERCEPTORS AT THE FREQUENCY DETERMINED BY THE CITY. USE OF ENZYMES TO EMULSIFY PETROLEUM OILS AND GREASE IS PROHIBITED. THE DIRECT ADDITION OF ANY

ENZYME OR CHEMICAL, MICROBIAL AGENT TO A SAND/OIL INTERCEPTOR IS PROHIBITED.

(2) Required Maintenance:

A. Sand/oil interceptors shall be maintained by regularly scheduled cleaning so that they will properly operate as intended to efficiently intercept the sand and oil from the ~~POGS~~ facility's wastewater and prevent the discharge of said materials into the city's wastewater collection system. ~~A sand/oil interceptor shall be serviced at a minimum once every year, or more often as provided in the POGS sector control program policy.~~ MAINTENANCE FREQUENCY SHALL BE IN ACCORDANCE WITH THE POGS SECTOR CONTROL PROGRAM POLICY.

~~B. The city may require more frequent cleaning than prescribed in subsection (l)2(b)(2)A of this section. A variance from the requirement in subsection (l)2(b)(2)A of this section may be obtained when the user can demonstrate less frequent cleaning is sufficient.~~

~~C~~B. Maintenance of sand/oil interceptors shall be done in a workmanlike manner only by a business/professional normally engaged in the servicing of such plumbing fixtures.

~~D~~C. In the event an interceptor is not properly maintained by the user, owner, lessee, or other authorized representative of the facility, the city may authorize such maintenance work be performed on behalf of the facility. The costs of such maintenance shall be billed directly to the customer and shall become part of the charges due and owing to the city and shall constitute a lien against the property until paid in full.

~~E~~D. The user must document each pump out with a waste manifest or trip ticket which must ~~be kept on site~~ REMAIN ON THE PREMISES ~~for at least~~ OR MADE ACCESSIBLE FOR REVIEW BY THE CITY AT ANY TIME FOR A MINIMUM OF three (3) years.

~~F~~E. The user must take reasonable steps to assure that all waste is properly disposed of at a facility in accordance with federal, state and local regulations (i.e., through a certification by the hauler included on the waste manifest or trip ticket for each load).

~~(c) Silver Sector Control Program: The requirements established in this section shall apply to users subject to the silver sector control program requirements established by the city including, but not limited to, photo processing activities, X-ray processing activities, and printing/publishing activities that generate wastewaters with elevated concentrations of silver.~~

~~(1) General Control Requirements:~~

~~A. Users affected by this section shall be required to implement a silver recovery option as stated in the silver sector control program policy.~~

~~B.Control efficiency requirements shall be determined by quantity of process wastewater generated, as specified in the silver sector control program policy.~~

~~C. Control options shall be implemented in accordance with requirements in the silver sector control program policy.~~

~~(2) Required Maintenance And Recordkeeping:~~

~~A. Users are required to install and maintain silver recovery equipment in accordance with manufacturer's recommendations.~~

~~B. Users are required to maintain on site records documenting servicing and maintenance of the silver recovery equipment and waste management activities. These records shall be retained for a minimum of three (3) years.~~

~~(d) Mercury Sector Control Program: The city may establish specific best management practices (BMPs) for industrial users to control discharges of mercury to the POTW, as necessary, to meet the objectives of this chapter. These BMPs shall be required through permit, where necessary, for significant industrial user and by permit, order or other means for nonsignificant industrial users.~~

~~(e) Nonplyphenol Sector Control Program: The city may establish specific best management practices (BMPs) for industrial users to control discharges of nonylphenol to the POTW, as necessary, to meet the objectives of this chapter. These BMPs shall be required through permit, where necessary, for significant industrial user and by permit, order or other means for nonsignificant industrial users.~~

~~(f)~~(c) Trucked And Hauled Septage:

(1) General Requirements: The requirements established in this section shall apply to operators of companies subject to the trucked and hauled septage sector control program requirements established by the city. Users who dispose of trucked and hauled septage waste at the POTW's septage waste receiving facility (SWRF) shall obtain a permit to do so.

(2) General Control Requirements:

A. All users proposing to discharge trucked and hauled septage wastes shall apply for and obtain the required SWRF permit from the ~~city~~ POTW. A USER WITH AN EXPIRING SWRF PERMIT SHALL APPLY FOR A NEW PERMIT BY SUBMITTING A COMPLETE PERMIT APPLICATION AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE USER'S EXISTING SWRF PERMIT.

B. SWRF permits are ~~nontransferable and may be revoked at the city's discretion.~~ ISSUED TO THE USER FOR A SPECIFIC OPERATION. PERMITS CANNOT BE REASSIGNED, TRANSFERRED, SUBLET OR SOLD TO A NEW USER, DIFFERENT PREMISES OR A NEW OR CHANGED OPERATION.

~~C.Users of the SWRF are responsible for supplying the correct size cam lock fitting and length of hose to ensure proper, spill free discharge.~~

~~D~~C. The city shall establish standards and requirements that shall be met prior to the discharge of trucked and hauled septage wastes to the POTW.

D. SWRF PERMITS MAY BE MODIFIED, SUSPENDED OR REVOKED IN WHOLE OR IN PART WITH CAUSE AS DETERMINED BY THE POTW.

E. Any violation of the terms and conditions of an SWRF permit, failure to apply for an SWRF permit as required, or discharging without a required SWRF permit shall be deemed a violation of this chapter and subjects the hauler to the sanctions set out in subsection (K~~J~~) of this section. Obtaining an SWRF permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements.

F. The city has the right to reject any waste which may be harmful to or cause obstruction of the wastewater collection system, or which may cause or contribute to interference or pass-through or violate any local limits adopted by the city. THE DISCHARGE OF INDUSTRIAL OR COMMERCIAL WASTE THROUGH THE SEPTAGE WASTE PROGRAM IS PROHIBITED.

~~G.Fees and charges for disposal of trucked and hauled septage waste are specified at section 7-5-20 of this chapter.~~

~~(J)~~(K) Compliance And Enforcement:

1. Enforcement Response Plan: The city may adopt policies and procedures as set forth in the city's enforcement response plan for carrying out the provisions of this chapter, provided that such policies and procedures are not in conflict with this chapter or any applicable state or federal law or regulation.

2. Publication Of Users In Significant Noncompliance: The city shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the significant industrial users which, at any time during the previous twelve (12) months, were in significant noncompliance (subsection (B) of this section) with applicable pretreatment standards and requirements. In addition, any user found to be in significant noncompliance with subsection 3, 4 or 8 of the definition of "significant noncompliance (SNC)", subsection (B) of this section, shall also be published in the newspaper.

3. Administrative Enforcement Actions:

(A) VERBAL NOTIFICATION. WHEN THE CITY FINDS A USER HAS COMMITTED A MINOR ISOLATED VIOLATION OF A SECTOR CONTROL PROGRAM, THE CITY MAY NOTIFY THE USER INFORMALLY THROUGH A PHONE CALL OR IN PERSON. VERBAL NOTIFICATIONS RELATED TO ENFORCEMENT OR THE INVESTIGATION

OF SUSPECTED VIOLATIONS ARE DOCUMENTED IN WRITING AND PLACED IN THE RESPECTIVE INDUSTRIAL USER FILE.

(B) WARNING LETTER. WHEN THE CITY FINDS A USER HAS COMMITTED A MINOR ISOLATED VIOLATION OF ANY PROVISION OF THIS CHAPTER OR AN INDUSTRIAL WASTEWATER PERMIT, THE CITY MAY SERVE UPON THE USER A WRITTEN WARNING LETTER. WARNING LETTERS MAY BE ISSUED AS FOLLOW-UP CORRESPONDENCE TO VERBAL NOTIFICATIONS OR IN LIEU OF VERBAL NOTIFICATIONS.

(C) NOTICE OF NON-COMPLIANCE. WHEN THE CITY FINDS A USER HAS VIOLATED REQUIREMENTS OF A SECTOR CONTROL PROGRAM, THE CITY MAY SERVE UPON THE USER A WRITTEN NOTICE OF NON-COMPLIANCE CONTAINING CORRECTIVE ACTIONS AND A SCHEDULE FOR COMPLETING THE CORRECTIVE ACTION IN ACCORDANCE WITH THE SECTOR CONTROL PROGRAM POLICY.

(~~a~~)(D) Notice Of Violation (NOV): When the city finds that a user has violated, or continues to violate, any provision of this chapter, an industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement, the city may serve upon the user a written notice of violation. ~~Within five (5) working days of the receipt of such notice.~~ NOTICE OF VIOLATIONS MAY INCLUDE CONDITIONS AND REQUIREMENTS TO ADDRESS THE VIOLATION INCLUDING an explanation of the violation and a plan for the satisfactory correction o~~f~~R prevention thereof. WITHIN A TIME-FRAME ESTABLISHED BY THE CITY, A WRITTEN PLAN to include specific required actions, shall be submitted by the user to the city. Submission of such a plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the city to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(~~b~~E) Administrative Compliance Order: When the city finds that a user has violated, or continues to violate, any provision of this chapter, an industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement, the city may issue an order to the user responsible for the discharge directing that the user come into compliance within a specific time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain ADMINISTRATIVE FINES AND/OR other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(~~c~~F) Consent Orders: The city may enter into consent orders, assurances of compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such

documents shall include specific actions to be taken by the user to correct the noncompliance within a time period specified by the document. A consent order may include penalties, supplemental environmental projects, or other conditions and requirements as agreed to by the city and the user.

(~~d~~G) Show Cause Hearing:

(1) The city may order a user which has violated, or continues to violate, any provision of this chapter, an industrial wastewater permit, an order issued hereunder, or any other pretreatment standard or requirement, to appear before the city and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any authorized representative of the user as defined in subsection (B) of this section. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

(2) The city may conduct the hearing and take the evidence, or may designate a representative to:

A. Issue in the name of the city notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in any such hearings;

B. Take the evidence;

C. Transmit a report of the evidence and hearing to the city, including transcripts and other evidence, together with recommendations for action thereon.

(3) At any public hearing, testimony taken before the hearing authority or any person designated by it shall be recorded. The transcript so recorded will be made available to any member of the public or any party to the hearing upon payment of the usual charges therefor.

(4) Upon review of the evidence by the city, the city shall make written findings of fact and conclusion upholding, modifying or striking the proposed enforcement action.

(~~e~~H) Administrative Fines:

(1) When the city finds that a user has violated, or continues to violate, any provision of this chapter, an industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement, the city may fine such user in an amount not to exceed five thousand dollars ($5,000.00) per day per violation. Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long term average discharge limits, fines shall be assessed for each day during the period of violation.

(2) IN DETERMINING THE AMOUNT OF ADMINISTRATIVE FINE, THE CITY SHALL TAKE INTO ACCOUNT ALL RELEVANT CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, THE IMPACT OR THREAT TO THE POTW, WORKER AND PUBLIC HEALTH, OR THE ENVIRONMENT AS A RESULT OF THE VIOLATION, THE MAGNITUDE AND DURATION OF THE VIOLATION, ANY ECONOMIC BENEFIT GAINED THROUGH THE USER'S VIOLATION, COMPLIANCE HISTORY AND GOOD FAITH ACTIONS BY THE USER, AND ANY OTHER FACTOR AS JUSTICE REQUIRES.

(3) THE CITY MAY SEEK COMPLIANCE HISTORY FROM OTHER LOCAL, STATE, OR FEDERAL SOURCES AS IT RELATES TO THE PROVISIONS OF THIS CHAPTER.

(4) THE CITY PRESERVES ALL RIGHTS UNDER APPLICABLE LAW TO FILE A CLAIM IN A COURT OF COMPETENT JURISDICTION TO RECOVER LIABILITIES IN EXCESS OF THE ADMINISTRATIVE FINE THRESHOLD.

(~~2~~5) A lien against the user's property shall be sought for unpaid charges, fines, and penalties.

(~~3~~6) Users desiring to appeal such fines must file a written request for the city to reconsider the fine along with full payment of the fine amount within fifteen (15) days of being notified of the fine. Such notice of appeal shall set forth the nature of the order or determination being appealed, the date of such order or determination, the reason for the appeal, and request a hearing pursuant to procedures outlined in subsection ~~(J)3(d)~~ (K)3(G) of this section.

(~~4~~7) Issuance of an administrative fine shall not be a bar against, or prerequisite for, taking any other action against the user.

4. Judicial Enforcement Remedies:

(a) Injunctive Relief: When the city finds that a user has violated, or continues to violate, any provision of this chapter, an industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement, the city may petition the appropriate court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the industrial wastewater permit, order, or other requirement imposed by this chapter on activities of the user. The city may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

(b) Suspension Of Service:

(1) The director may suspend wastewater treatment service when such suspension is necessary, in the opinion of the director, to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, causes interference to the POTW, or causes the POTW to violate any condition of its CDPS permit.

(2) Any user notified of suspension of its wastewater treatment service and/or his/her wastewater contribution permit shall immediately stop or eliminate the discharge. In the event of a failure of the user to comply voluntarily with the suspension order, or in the event notification has been attempted but not accomplished, the director may take such steps as deemed necessary, including the entry onto private property, for the purpose of immediately severing the sewer connection or otherwise ceasing the flow, to prevent or minimize damage to the POTW or endangerment to any individual. Neither the POTW, the city, the director, nor their officers, agents or employees, shall be liable for any damages resulting from any such entry or flow cessation. The director may reinstate the wastewater treatment service upon proof of the elimination of the noncomplying discharges. The user shall pay all POTW costs and expenses for any such suspension and restoration of service. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the director within fifteen (15) days of the date of occurrence.

(c) Civil Penalties:

(1) A user who has violated, or continues to violate, any provision of this chapter, an industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the city for a maximum civil penalty not to exceed five thousand dollars ($5,000.00) per day per violation. In the case of a monthly or other long term average discharge limit, penalties shall accrue for each day during the period of violation.

(2) The city may recover reasonable attorney fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the city.

(3) In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

(d) Criminal Prosecution: A user who wilfully or negligently violates any provision of this chapter or wilfully, negligently introduces any substance into the POTW which causes personal injury or property damage or knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed or required to be maintained, an industrial wastewater permit or order issued hereunder, or any other pretreatment standard or requirement, shall upon conviction, be guilty of a misdemeanor, punishable by a fine not to exceed five thousand dollars ($5,000.00) per day per violation and be subject to imprisonment for not more than one year, or both.

(e) Remedies Nonexclusive: The remedies provided for in this chapter are not exclusive of any other remedies that the city may have under the provisions of ~~Colorado~~ FEDERAL AND STATE law. The city may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the enforcement response plan. However, the city may take other action against any user when the circumstances warrant and may take more than one enforcement action against any noncompliant user.

5. Supplemental Enforcement Actions:

(a) Performance Bonds: The city may decline to issue or reissue an industrial wastewater permit to any user who has failed to comply with any provision of this chapter, a previous industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement, unless such user first files a satisfactory bond, payable to the city of Littleton, in a sum not to exceed a value determined by the city to be necessary to assure consistent compliance.

(b) Liability Insurance: The city may decline to issue or reissue an industrial wastewater permit to any user who has failed to comply with any provision of the permit or order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

(c) Payment Of Outstanding Fees And Penalties: The city may decline to issue or reissue an industrial wastewater permit to any user who has failed to pay any outstanding fees, fines or penalties incurred as a result of any provision of this chapter, a previous industrial wastewater permit, or order issued hereunder.

(d) Public Nuisances: A violation of any provision of this chapter, an industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the city. Any person(s) creating a public nuisance shall be subject to the provisions of this code governing such nuisances, including reimbursing the city for any costs incurred in removing, abating, or remedying said nuisance.

6. Affirmative Defenses To Discharge Violations:

(a) Upset:

(1) For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

(2) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of subsection (~~J~~K)6(a)(3) of this section are met.

(3) A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

A. An upset occurred and the user can identify the cause(s) of the upset;

B. The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures; and

C. The user has submitted the following information to the city within twenty four (24) hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within 5 days):

i. A description of the indirect discharge and cause of noncompliance;

ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

iii. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

(4) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have burden of proof.

(5) Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

(6) Users shall control ~~(decrease)~~ production o~~f~~R all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of treatment facility is reduced, lost or fails.

(b) Prohibited Discharge Standards: A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general and specific prohibitions in subsection (C)1 of this section if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass-through or interference and that either:

(1) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass-through or interference; or

(2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the city was regularly in compliance with its CDPS permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements, or

(3) The user disclosed the pollutants causing the violation in the wastewater permit application.

(C) BYPASS

(1) FOR THE PURPOSES OF THIS SECTION, BYPASS MEANS THE INTENTIONAL DIVERSION OF WASTESTREAMS FROM ANY PORTION OF A USER'S TREATMENT FACILITY. SEVERE PROPERTY DAMAGE MEANS SUBSTANTIAL PHYSICAL DAMAGE TO PROPERTY, DAMAGE TO THE TREATMENT FACILITIES WHICH CAUSES THEM TO BECOME INOPERABLE, OR SUBSTANTIAL AND PERMANENT LOSS OF NATURAL RESOURCES WHICH CAN REASONABLY BE EXPECTED TO OCCUR IN THE ABSENCE OF A BYPASS. SEVERE PROPERTY DAMAGE DOES NOT MEAN ECONOMIC LOSS CAUSED BY DELAYS IN PRODUCTION.

(2) A USER MAY ALLOW ANY BYPASS TO OCCUR WHICH DOES NOT CAUSE PRETREATMENT STANDARDS OR REQUIREMENTS TO BE VIOLATED, BUT ONLY IF IT ALSO IS FOR ESSENTIAL MAINTENANCE TO ASSURE EFFICIENT OPERATION. THESE BYPASSES ARE NOT SUBJECT TO THE PROVISION OF PARAGRAPHS (3) AND (4).

(3) BYPASS NOTIFICATIONS

A. IF A USER KNOWS IN ADVANCE OF THE NEED FOR A BYPASS, IT SHALL SUBMIT PRIOR NOTICE TO THE CITY, AT LEAST TEN (10) DAYS BEFORE THE DATE OF THE BYPASS, IF POSSIBLE.

B. A USER SHALL SUBMIT ORAL NOTICE TO THE CITY OF AN UNANTICIPATED BYPASS THAT EXCEEDS APPLICABLE PRETREATMENT STANDARDS WITHIN TWENTY-FOUR (24) HOURS FROM THE TIME IT BECOMES AWARE OF THE BYPASS. A WRITTEN SUBMISSION SHALL ALSO BE PROVIDED WITHIN FIVE (5) DAYS OF THE TIME THE USER BECOMES AWARE OF THE BYPASS. THE WRITTEN SUBMISSION SHALL CONTAIN A DESCRIPTION OF THE BYPASS AND ITS CAUSE; THE DURATION OF THE BYPASS, INCLUDING EXACT DATES AND TIMES, AND, IF THE BYPASS HAS NOT BEEN CORRECTED, THE ANTICIPATED TIME IT IS EXPECTED TO CONTINUE; AND STEPS TAKEN OR PLANNED TO REDUCE, ELIMINATE, AND PREVENT REOCCURRENCE OF THE BYPASS. THE CITY MAY WAIVE THE WRITTEN REPORT ON A CASE-BY-CASE BASIS IF THE ORAL REPORT HAS BEEN RECEIVED WITHIN TWENTY-FOUR (24) HOURS.

(4) BYPASS IS PROHIBITED, AND THE CITY MAY TAKE AN ENFORCEMENT ACTION AGAINST A USER FOR A BYPASS, UNLESS:

City of Littleton 2017 Schedule of Fees Exhibit A

DEPARTMENT/
FEE DESCRIPTION FEE

Sanitary Sewer Service Charges (annual)

Classification A- single-family residential user

Inside city limits	Inside city limits. within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
$ 258.54	$ 196.22	$ 235.46	As determined by applicable municipality or quasi-municipal sanitation district

Classification B~~8~~ -multiple-family residential user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits. Littleton Interceptor
$ 219.74	$ 166.78	$ 200.13	As determined by applicable municipality or quasi-municipal sanitation district

Classification C - commercial user

Inside city limits

Annual water usage volume x $4.74 per 1,000 gallons= sewer service charge (minimum annual charge of $106.51 per user)

Outside city limits

Annual water usage volume x $2.58 per 1,000 gallons = sewer service charge (minimum annual charge of $127.80 per user)

Outside city limits, Littleton Interceptor

As determined by applicable municipality or quasi-municipal sanitation district.

In those instances where the director, in the exercise of his/her discretion, deems the annual water usage not to reasonably reflect the significant industrial user's discharge of wastewater, an agreement may be entered into between the user and the City to establish an adjusted basis upon which the variable for annual water usage shall be used in the formula.

Commercial users identified for inclusion into an applicable Sector Control Program may be charged for the costs incurred by the City for re-inspections due to failure to correct non-compliances or violations identified during a sector control inspection. A fee of $100 may be assessed for each inspection required until completion of violation remedy.

Classification D ~~–~~ ~~significant~~Permitted industrial user

Inside city limits

(Annual water usage volume x $4.74 per 1,000 gallons)+ SC =sewer service charge (minimum annual charge of $106.51 per user)

Outside ~~d~~city limits

(Annual water usage volume x $2.58 per 1,000 gallons) + SC = sewer service charge (minimum annual charge of $127.80 per user)

Outside city limits. Littleton Interceptor

As determined by applicable municipality or quasi-municipal sanitation district.

DEPARTMENT/
FEE DESCRIPTION FEE

~~!~~Sanitary Sewer Service Charges (annual) Continued

Where SC is a surcharge to cover the added cost of handling and treating additional oxygen demand and total suspended solid wastes considered as "industrial wastes", calculated according to the following formula:

SC = surcharge (in dollars per year) where:

SC + QM x ~~$~~8.~~85~~34((AOD)x (UCo) + (TSS- 300) x (UCs))

The SC formula utilized the following units of measurement:

DOLLARS/YEAR		GALLONS/YEAR		POUNDS/GALLON		MILLIGRAMS PER LITRE		DOLLARS/POUND		MILLIGRAMS PER LITRE	DOLLARS/POUND
(SC)	=	QM	X	~~$~~ 8.~~85~~34	X	((AOD)	X	(UCo)	+	(TSS - 300)	X (UCs)

The variables and constraints in the formula are as follows:

QM = Annual ~~water usage~~ volume of sewage discharged to the public sewer (in million gallons per year);
~~$~~8.~~85~~34 = Conversion factor (in pounds per gallon);
AOD = Additional oxygen demand strength index (in milligrams per liter);
NOTE: For use in the SC formula, one must first calculate which parameter, either BOD or COD should be used in the determination of the AOD variable. In order to determine this, the following calculations shall be made:

COD/BOD
COD = chemical oxygen demand strength as measured from discharge samples (in milligrams per liter)
BOD = biochemical oxygen demand strength or as measured from discharge samples (in milligrams per liter)

If the calculated ratio of COD/BOD is less than 3.0, then AOD = (BOD - 200)
If the calculated ratio of COD/BOD is greater than or equal to 3.0, then AOD = (COD - 500)

Uco =Unit charge for additional oxygen demand (AOD).
Unit charge = $0.02~~445~~ per pound
TSS =Total suspended solids strength or as measured from discharge samples (in milligrams per liter)
UCs = Unit charge for total suspended solids (TSS)
Unit charge = $0.11~~0595~~ per pound

Classification E - commercial users not utilizing a municipal water supply
Inside city limits
Annual charge of $106.51 per user.

Outside city limits
Annual charge of $127.80 per user.

Classification F – Sanitation Districts

Sanitation Districts may be charged for the cost incurred by the City for inspecting Industrial Users included in or added to, based on inspection results, the City's Fats, Oils, and Grease (FOG) or Petroleum Oil, Grease, and Sand (POGS) Sector Control Program. The City may charge $50 per inspection for facilities contributing wastewater to the POTW from locations outside of the City boundary.

SUMMARY OF LITTLETON CITY CODE WASTEWATER UTILITY ORDINANCE REVISIONS

(Title 7, Chapter 5)

Revision Number	Summary of Revision	Basis/Purpose	Location within City Code
1	Multiple definitions/abbreviations/acronyms added or deleted.	Pretreatment recommendation - deleted to avoid redundancy and added where missing.	7-5-25(D)
2	Introduction of the City's ability to delegate Pretreatment responsibilities to municipalities or sanitation districts, through agreement [addendum].	EPA required revision – establishes delegation of the Pretreatment Program within the districts.	7-5-25(A)(4)(a) *Regulation of Users from Outside Jurisdictions*
3	Delegates specific pretreatment responsibilities to municipalities, sanitation districts, or jurisdictions that contribute wastewater to the L/E WWTP.	EPA required revision - audit requirement to revise intergovernmental agreements (IGA).	7-5-25(A)(8) *Responsibility of the City*
4	Changed "written" notice to "informal" notice for notification required to be presented to a business prior to halting or preventing any discharge of pollutants endangering the environment or treatment works.	Pretreatment recommendation - allows for faster action to halt or prevent discharges and aligns this notification process with the requirement for discharges that endanger the health and welfare of the community.	7-5-25(A)(4)(d)(3) *Endangerment to Environment or Treatment Works*
5	Added three additional specific prohibitions: alkaline hydrolysis, medical wastes that will cause a violation, and fracking wastewater.	Pretreatment recommendation - protection of the POTW (L/E WWTP) and workers. Similar prohibitions are implemented by other municipalities.	7-5-25(C)(1)(x,y,z)
6	Added description of "Daily Maximum" to the local limitations.	Pretreatment recommendation - clarifies the limit is to be implemented as the "daily maximum" which is the arithmetic average of the effluent samples collected during a calendar day.	7-5-25(D) *Wastewater Discharge Limitations*
7	Addition of "Non-Significant Categorical Industrial User" class of permits.	EPA recommendation - EPA streamlining rule.	7-5-25(E)(1)(a)
8	Determination that a Significant Industrial User is not a SIU.	EPA recommendation – EPA streamlining rule.	7-5-25(E)(1)(b)
9	Issuance of Non-Discharging Industrial Wastewater Permit.	EPA recommendation – EPA streamlining rule.	7-5-25(E)(1)(c)

SUMMARY OF LITTLETON CITY CODE WASTEWATER UTILITY ORDINANCE REVISIONS (cont.)

(Title 7, Chapter 5)

Revision Number	Summary of Revision	Basis/Purpose	Location within City Code
10	Revised Wastewater Permit Application requirements.	Pretreatment recommendation – creates consistency with EPA guidance and L/E WWTP format.	7-5-25(E)(5) *Wastewater Permit Application Contents*
11	Addition of waiver for monitoring for pollutants not present in the permit conditions.	EPA recommendation – EPA streamlining rule. Reduces compliance costs by allowing for reduced monitoring for qualifying facilities.	7-5-25(E)(8)(a)(13) *Industrial Wastewater Permit Conditions*
12	Addition of ability to transfer Industrial Wastewater Permits.	Pretreatment recommendation - creates consistency with EPA guidance and 40 CFR Part 403.	7-5-25(E)(10) *Industrial Wastewater Permit Transfer*
13	Addition of waiver for monitoring for pollutants not present.	EPA recommendation – EPA streamlining rule. Reduces compliance costs by allowing for reduced monitoring for qualifying facilities.	7-5-25(F)(1)(e)
14	Addition of ability to allow reduce reporting requirements.	EPA recommendation – EPA streamlining rule.	7-5-25(F)(1)(f)
15	Clarification of "becoming aware" terminology.	Pretreatment recommendation – clarification of this term for industrial users.	7-5-25(F)(4) *24-Hour Notice and 30-Day Re-Sampling*
16	Addition of specific certification requirements for "Non-Significant Categorical Industrial User," monitoring waivers, and industrial waste surveys (questionnaires).	EPA recommendation – EPA streamlining rule.	7-5-25(F)(6) *Signatory Certification*
17	Identifies the use of photo documentation and electronic recording by the City during inspections, surveillance and monitoring.	Pretreatment recommendation – increases program efficiency.	7-5-25(G)(2)(a)(1)
18	Introduction of "wastewater control permit"	Pretreatment recommendation – increases program efficiency.	7-5-25(I) *Industrial User Permits (Non-Significant Industrial Users)*
18a	Authority for the City to delegate specific sector control responsibilities to municipalities or sanitation districts.	EPA required revision – allows delegation of specific sector control program responsibilities.	7-5-25(J)(1)(a)
19	Addition of ability to provide sector control inspection reports electronically.	Pretreatment recommendation – increases program efficiency.	7-5-25(J)(1)(d)(3)

SUMMARY OF LITTLETON CITY CODE WASTEWATER UTILITY ORDINANCE REVISIONS (cont.)

(Title 7, Chapter 5)

Revision Number	Summary of Revision	Basis/Purpose	Location within City Code
20	Addition of the City's ability to allow hydromechanical grease interceptors in the Fats, Oils, and Grease (FOG) sector control program.	Pretreatment recommendation – increases program efficiency.	7-5-25(J)(2)(a)(1)(d)
21	Removal of 90-day gravity grease interceptor servicing requirement from code.	Pretreatment recommendation – increases program efficiency, the servicing requirement is stated in the FOG policy	7-5-25(J)(2)(a)(2)(a)
22	Clarification of FOG program record retention.	Pretreatment recommendation – clarifies program requirement	7-5-25(J)(2)(a)(2)(e)
23	Clarification that FOG pumping companies must be registered with the State.	Pretreatment recommendation – clarifies program and State of Colorado requirement	7-5-25(J)(2)(a)(2)(f)
24	Clarification of facilities subject to the POGS program.	Pretreatment recommendation – clarifies businesses subject to POGS program	7-5-25(J)(2)(b) *Petroleum Oil, Grease, and Sand Program Requirements*
25	Clarification that using biological or enzyme treatment is not a substitute for servicing sand/oil interceptors	Pretreatment recommendation – clarifies program requirement	7-5-25(J)(2)(b)(1)(h)
26	Removal of one year sand/oil interceptor servicing requirement from code	Pretreatment recommendation - increases program efficiency, the servicing requirement is stated in the POGS policy	7-5-25(J)(2)(b)(2)(a)
27	Removal of program descriptions for Silver, Mercury, and Nonylphenol Sector Control Programs	Pretreatment recommendation – cleaning up code	7-5-25(J)(2)(c,d,e)
28	Clarifying language added to Trucked and Hauled Septage Program section	Pretreatment recommendation – clarifies program requirements	7-5-25(J)(2)(c) *Trucked and Hauled Septage*
29	Additional enforcement action options created including "Verbal Notification." "Warning Letter," and "Notice of Non-Compliance"	Pretreatment recommendation – clarification per EPA-approved enforcement response plan (ERP)	7-5-25(K)(3) *Administrative Enforcement Actions*

SUMMARY OF LITTLETON CITY CODE WASTEWATER UTILITY ORDINANCE REVISIONS (cont.)

(Title 7, Chapter 5)

Revision Number	Summary of Revision	Basis/Purpose	Location within City Code
30	Removal of 5 day timeframe for service NOV upon a User	Pretreatment recommendation - program clarification, time-frame for NOV established in ERP	7-5-25(K)(3)(d) *Notice of Violation (NOV)*
31	Addition of factors to consider when determining administrative fines	Pretreatment recommendation – clarification per EPA-approved ERP	7-5-25(K)(3)(h) *Administrative Fines*
32	Addition of the full text for "Bypass" from 40 CFR Part 403	EPA requirement – aligns municipal code with 40 CFR Part 403 language	7-5-25(K)(6)(b)(3)(c) *Bypass*
33	Addition of text regarding authorization to establish Local Limits	EPA recommendation – to clarify authority to establish these limitations	7-5-25(C)(2) *Wastewater Discharge Limitations*
34	Addition of text to fees description to add	Pretreatment recommendation – clarification of allowable fees	7-5-25(L)(2)(b)
35	Re-inspection fee of $100 added for sector control program re-inspections required when facilities have failed to complete requirements of previous inspections.	Recovery of costs and enhanced compliance – this provision will encourage businesses to complete requirements within specified time-frames.	Exhibit A, 2017 Schedule of Fees, Classification C
36	Inspection fee of $50 added for Fats, Oils, and Grease (FOG) and Petroleum Oil, Grease, and Sand (POGS) inspections conducted in sanitation districts if/when they fail to conduct these inspections.	Recovery of costs - This provision will recover costs incurred by the Division that should be incurred by the sanitation district in accordance with their Wastewater Connector's Agreement Addendum.	Exhibit A, 2017 Schedule of Fees, Classification F
37	Revision of the charge to dispose hauled wastewater or septage, from six cents ($0.06) per gallon to nine cents ($0.09) per gallon	Recovery of costs - the cost of disposal at the Septic Waste Receiving Facility (SWRF) has not been adjusted since 1997, $0.09 is representative of the actual cost to treat the extra strength waste, and this rate is competitive with other front range programs.	ENGLEWOOD MUNICIPAL CODE ONLY
38	Addition to industrial users who have been issued a wastewater control permit to the "Industrial Surcharge Cost Recovery" program	Recovery of costs – allows the City to recover costs of treating excess strength wastewater from permitted industrial users	7-5-25(L)(4) *Industrial Surcharge Cost Recovery* and Exhibit A, 2017 Schedule of Fees, Classification D

7-5-25: INDUSTRIAL PRETREATMENT PROGRAM:

(A) General Provisions:

1. Purpose And Objectives: It is necessary for the health, safety and welfare of the residents of the city to regulate the collection of wastewater and treatment thereof to provide for maximum public benefit. This chapter sets forth uniform requirements for nondomestic contributors into the wastewater collection and treatment system for the city and enables it to comply with all applicable state and federal pretreatment regulations.

The objectives of the industrial pretreatment program are:

(a) To prevent the introduction of pollutants into the publicly owned treatment works (POTW) that will interfere with the operation of the system or contaminate the resulting sewage sludge;

(b) To prevent the introduction of pollutants into the POTW which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system;

(c) To improve the opportunity to recycle and reclaim wastewaters and sewage sludges from the system;

(d) To provide for equitable distribution among users of the cost of the POTW;

(e) To provide for and promote the general health, safety and welfare of the citizens residing within the city and connecting jurisdictions;

(f) To enable the city to comply with its Colorado discharge permit system (CDPS) permit conditions, sewage sludge use and disposal requirements, and any other federal or state pretreatment regulations to which the POTW is subject; and

(g) To prevent adverse impacts to worker health and safety due to the discharge of pollutants from industrial users.

2. Applicability: The provisions herein provide for the regulation of indirect discharge to the POTW through the issuance of permits, enforcement of applicable requirements, user reporting, the setting of fees for the equitable distribution of costs, and for other activities as defined in this chapter. The provisions herein shall apply to users of the POTW and to persons outside the POTW who are, by contract or agreement with the POTW, users of the POTW.

3. Nondomestic Users: It shall be unlawful for any user to discharge any domestic or nondomestic wastewater into any natural waterway, any surface drainage, or in any area under the jurisdiction of the city. No industrial wastewater shall be discharged to the POTW unless done so in compliance with the provisions of this chapter.

4. Responsibility Of The City:

(a) The city shall be responsible for the day to day administration of the industrial pretreatment program and to ensure proper compliance with all local, state and federal pretreatment regulations. The city may delegate specific pretreatment responsibilities to the supervisory committee for the Littleton-

Englewood wastewater treatment plant. THE CITY MAY DELEGATE, THROUGH AGREEMENT, SPECIFIC PRETREATMENT RESPONSIBILITIES TO MUNICIPALITIES OR SANITATION DISTRICTS THAT CONTRIBUTE WASTEWATER TO THE LITTLETON-ENGLEWOOD WASTEWATER TREATMENT PLANT.

(b) The city shall attempt to notify in writing any user whom he/she has cause to believe is subject to a national categorical pretreatment standard or requirements, or other applicable requirements promulgated by the EPA under the provisions of section 204(b) or 405 of the act, or under the provisions of sections 3001, 3004, or 4004 of the solid waste disposal act. Failure of the city to so notify users shall not relieve said users from the responsibility of complying with applicable requirements. It is the responsibility of significant industrial users to apply for and receive a permit prior to discharge, whether or not the user has been identified and formally requested to do so.

(c) If wastewaters containing any pollutant, including excess flow, or as otherwise defined in this chapter, are discharged or proposed to be discharged to the POTW, the city may take any action necessary to:

(1) Prohibit the discharge of such wastewater;

(2) Require a user to demonstrate that in plant modifications will reduce or eliminate the discharge of such substances in conformity with this chapter;

(3) Require treatment, including storage facilities or flow equalization necessary to reduce or eliminate the potential for a discharge to violate this chapter;

(4) Require the user making, causing or allowing the discharge to pay any additional cost or expense incurred by the city for handling, treating, disposing or remediation costs as a result of wastes discharged to the wastewater treatment system;

(5) Require the user to apply for and obtain a permit;

(6) Require timely and factual reports from the user responsible for such discharge; or

(7) Take such other action as may be necessary to meet the objectives of this chapter.

(d) In addition to the overall authority to prevent or eliminate discharges through enforcement of pretreatment standards and requirements, the city shall have the following authorities:

(1) Enforcement Of Violations: Take enforcement and issue fines and penalties for violations of this chapter, including the failure of a user to apply for a permit.

(2) Endangerment To Health Or Welfare Of The Community: The city may immediately and effectively halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the city, any area under jurisdiction of the city, the POTW of the city or any wastewater system tributary thereto, by any means available to them, including physical disconnection from the wastewater system, whenever it reasonably appears that such discharge presents an imminent endangerment to the health or welfare of the community.

(3) Endangerment To Environment Or POTW: The city, after ~~written~~INFORMAL notice to the discharger may halt or prevent any discharge of pollutants into any natural waterway, surface

drainage within the city, any area under jurisdiction of the city, the POTW, wastewater system tributary thereto, by any means available to them, including physical disconnection from the wastewater system, whenever such discharge presents or may present an endangerment to the environment or threatens to interfere with the operation of the POTW.

5. Disclosure Of Information And Availability To The Public:

(a) All records, reports, data or other information supplied by any person or user as a result of any disclosure required by this chapter or information and data from inspections shall be available for public inspection except as otherwise provided in this section, 40 CFR section 403.14 and the Colorado open records act[1].

(b) These provisions shall not be applicable to any information designated as a trade secret by the person supplying such information. Materials designated as a trade secret may include, but shall not be limited to, processes, operations, style of work or apparatus, or confidential commercial or statistical data. Any information and data submitted by the user which is desired to be considered a trade secret shall have the words, "Confidential Business Information", stamped on each page containing such information. The user must demonstrate to the satisfaction of the city that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.

Information designated as a trade secret pursuant to this section shall remain confidential and shall not be subject to public inspection. Such information shall be available only to officers, employees or authorized representatives of the city charged with implementing and enforcing the provisions of this chapter and properly identified representatives of the U.S. environmental protection agency and the Colorado department of public health and environment.

Effluent data from any user whether obtained by self-monitoring, monitoring by the city or monitoring by any state or federal agency, shall not be considered a trade secret or otherwise confidential. All such effluent data shall be available for public inspection.

6. State Requirements: State requirements and limitations on discharges shall apply in any case where they are more stringent than applicable federal regulations or those established herein.

7. POTW's Right Of Revision: The city can establish by ordinance more stringent limitations or requirements on discharges to the POTW if deemed necessary to comply with the objectives presented in subsection (A)1 of this section.

8. REGULATION OF USERS FROM OUTSIDE JURISDICTIONS: IF A USER LOCATED IN ANOTHER MUNICIPALITY, COUNTY, STATE, OR OTHER JURISDICTION CONTRIBUTES WASTEWATER TO THE POTW, THE CITY SHALL ENTER INTO AN AGREEMENT OR ADDENDUM TO AN EXISTING SEWER SERVICE AGREEMENT WITH THE CONTRIBUTING JURISDICTION PERTAINING TO THE IMPLEMENTATION OF PRETREATMENT RESPONSIBILITIES IN COMPLIANCE WITH THE PROVISIONS OF THIS CHAPTER AND APPLICABLE FEDERAL, STATE OR LOCAL LAWS, RULES AND REGULATIONS.

(B) Definitions, Abbreviations And Acronyms: Unless the context specifically indicates otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated:

ABBREVIATIONS AND ACRONYMS: The following abbreviations shall have the designated meanings:

BMPs	Best management practices
BMR	Baseline monitoring report
BOD	Biochemical oxygen demand
°C	Degrees Celsius
CDPS	Colorado discharge permit system
CFR	Code of federal regulations
COD	Chemical oxygen demand
°F	Degrees Fahrenheit
FOG	Fats, oils, and grease
gpd	Gallons per day
IU	Industrial user
mg/l	Milligrams per liter
NAICS	NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM
O&M	Operations and maintenance
POGS	Petroleum oil, grease and sand
POTW	Publicly owned treatment works
RCRA	Resource conservation and recovery act
§	Section
SIC	Standard industrial classification
SIU	Significant industrial user
SNC	Significant noncompliance
TSS	Total suspended solids
USC	United States Code

ACT OR THE ACT: The federal water pollution control act, also known as the clean water act, as amended, 33 USC 1251 et seq.

APPROVAL AUTHORITY: The regional administrator of EPA region 8. At such time as the state

receives authorization, the approval authority shall be the director of the Colorado department of public health and environment.

AUTHORIZED REPRESENTATIVE OF THE INDUSTRIAL USER:

1. If the user is a corporation:

(a) The president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation, or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for industrial wastewater permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

2. If the user is a partnership or sole proprietorship: A general partner or proprietor, respectively.

3. If the user is a federal, state, or local governmental facility: A city or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

4. The individuals described in subsections 1 through 3 of this definition may designate another authorized representative if the authorization is made in writing, the authorization specifies the individual or a position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the city.

BEST MANAGEMENT PRACTICES (BMPs): Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in subsection (C) of this section. BMPs are pretreatment standards. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND (BOD_5): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees Celsius (20°C), expressed in milligrams per liter.

CATEGORICAL INDUSTRIAL USER: An industrial user subject to a categorical pretreatment standard or categorical standard.

CATEGORICAL PRETREATMENT STANDARD OR CATEGORICAL STANDARD: Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the act (33 USC section 1317) that apply to a specific category of users and that appear in 40 CFR chapter I, subchapter N, parts 405-471.

CITY: The city of Littleton or its designee, including the supervisory committee for the Littleton-Englewood wastewater treatment plant.

COLORADO DISCHARGE PERMIT SYSTEM (CDPS): The state of Colorado program for issuing, conditioning, and denying permits for the discharge of pollutants from point sources into waters of the state pursuant to section 25-8-101 et seq., Colorado Revised Statutes, 1973, as amended and 402 of the clean water act (33 USC section 1342).

COMPOSITE SAMPLE: A representative flow proportioned sample collected within a twenty four (24) hour period constituting a minimum of four (4) individual samples collected at equally spaced two (2) hour intervals and combined according to flow. Time proportional sampling may be approved by the city if flow proportional sampling is not feasible.

CONTROL AUTHORITY: The city of Littleton.

COOLING WATER: The water from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

DAILY MAXIMUM: THE ARITHMETIC AVERAGE OF ALL EFFLUENT SAMPLES FOR A POLLUTANT COLLECTED DURING A CALENDAR DAY AS DETERMINED FROM THE ANALYSIS OF ANY DISCRETE OR COMPOSITED SAMPLES COLLECTED.

DAILY MAXIMUM LIMIT: THE MAXIMUM ALLOWABLE DISCHARGE LIMIT OF A POLLUTANT DURING A CALENDAR DAY. WHERE DAILY MAXIMUM LIMITS ARE EXPRESSED IN TERMS OF A CONCENTRATION, THE DAILY DISCHARGE IS THE ARITHMETIC AVERAGE MEASUREMENT OF THE POLLUTANT CONCENTRATION DERIVED FROM ALL MEASUREMENTS TAKEN THAT DAY.

DIRECT DISCHARGE: The discharge of treated or untreated wastewater directly to the waters of the state of Colorado.

~~DOMESTIC (SANITARY) WASTES: Liquid wastes: 1) from the noncommercial preparation, cooking and handling of food, or 2) containing human excrement and similar matter from the sanitary conveniences of dwellings, commercial buildings, industrial facilities, and institutions.~~

ENVIRONMENTAL PROTECTION AGENCY (EPA): The U.S. environmental protection agency, or where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of said agency.

EXISTING SOURCE: An industrial user which is in operation at the time of promulgation of federal categorical pretreatment standards and any industrial user not included in the definition of "new source".

FOG (FATS, OIL AND GREASE): Nonpetroleum organic polar compounds derived from animal or plant sources such as fats, nonhydrocarbons, fatty acids, soaps, waxes, and oils that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical procedures established in 40 CFR 136.

FOG FACILITIES: Any nondomestic dischargers located within the city's service area where preparation, manufacturing, or processing of food occurs including, but not limited to, restaurants, cafes, fast food outlets, pizza outlets, delicatessens, sandwich shops, coffee shops, schools, nursing homes, and other facilities that prepare, service, or otherwise make foodstuff available for consumption.

GRAB SAMPLE: A sample which is taken from a waste stream on a onetime basis with no regard to

the flow and over a period of time not to exceed fifteen (15) minutes.

GRAVITY GREASE INTERCEPTOR: A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept FOG (fats, oil and grease) from a wastewater discharge and are designed for gravity separation considering calculated retention times and volumes for each facility; such interceptors include baffle(s) and a minimum of two (2) compartments. This is a large, inground interceptor that is generally located outside the facility.

~~HOLDING TANK SEWAGE: Any wastewater from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, sealed vaults, and vacuum pump trucks.~~

HYDROMECHANICAL GREASE INTERCEPTOR: A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept FOG (fats, oil and grease) from a wastewater discharge and is identified by flow rate, and separation and retention efficiency. The design incorporates air entrainment, hydromechanical separation, interior baffling, and/or barriers in combination or separately. This is a smaller interceptor that is generally located inside the kitchen/food preparation area.

INDIRECT DISCHARGE: The introduction of pollutants into the POTW from any nondomestic source regulated under section 307(b), (c) or (d) of the act.

INDUSTRIAL: Of or pertaining to industry, manufacturing, commerce, trade or business, as distinguished from domestic or residential.

INDUSTRIAL SURCHARGE: A CHARGE ASSESSED AGAINST INDUSTRIAL CUSTOMERS BASED UPON THE AMOUNT THAT THE STRENGTH OF THEIR DISCHARGED WASTEWATER EXCEEDS NORMAL DOMESTIC STRENGTH IN THE PARAMETERS OF BOD, COD, OR TSS.

INDUSTRIAL USER OR USER: ~~A source of indirect discharge.~~ ANY USER WHO INTRODUCES WASTEWATER FROM INDUSTRIAL PROCESSES NOT TO INCLUDE SANITARY WASTES. THE INTRODUCTION OF POLLUTANTS INTO THE POTW FROM ANY NON-DOMESTIC SOURCE REGULATED UNDER SECTION 307(B), (C) OR (D) OF THE CLEAN WATER ACT WHOSE DISCHARGE IS CONTROLLED UNDER THIS CHAPTER OR A SOURCE OF INDIRECT DISCHARGE.

INDUSTRIAL WASTES: The liquid or solid wastes from the industrial manufacturing processes, trade, or business as distinct from sanitary wastewater.

INDUSTRIAL WASTEWATER PERMIT: The document or documents issued to a SIGNIFICANT INDUSTRIAL U~~u~~ser by the city in accordance with the terms of this chapter that allows, limits and/or prohibits the discharge or pollutants or flow to the POTW.

INDUSTRIAL WASTE SURVEY: A QUESTIONNAIRE USED BY THE CITY TO IDENTIFY AND LOCATE ALL POSSIBLE INDUSTRIAL USERS WHICH MIGHT BE SUBJECT TO THE POTW PRETREATMENT PROGRAM.

INSTANTANEOUS LIMIT: The maximum concentration of a pollutant or measurement of a pollutant property allowed to be discharged at any time.

INTERFERENCE: A discharge which, alone or in conjunction with a discharge or discharges from other sources:

1. Inhibits or disrupts the POTW treatment processes, collection system flow, operations, or sludge processes, use, or disposal; and

2. Therefore, is a cause of violation of any requirement of the POTW's CDPS permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued hereunder, or any more stringent state or local regulations: section 405 of the act; the solid waste disposal act, including title II commonly referred to as the resource conservation and recovery act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the solid waste disposal act; the clean air act; the toxic substances control act; and the marine protection, research, and sanctuaries act.

LOCAL LIMIT: Specific discharge limits and BMPs developed, applied, and enforced upon SIGNIFICANT I~~i~~ndustrial U~~u~~sers OR INDUSTRIAL USERS ISSUED A DISCHARGE PERMIT BY THE CITY to implement the general and specific discharge prohibitions listed in subsection (C)1 of this section. Local limits are pretreatment standards and are specified at subsection (C) of this section.

MANAGER OR PLANT MANAGER: The plant manager of the Littleton-Englewood wastewater treatment plant or their designee responsible for the day to day implementation of the industrial pretreatment program.

MEDICAL WASTES: INCLUDE CERTAIN RADIOACTIVE WASTES, BLOOD AND BODY FLUIDS, POTENTIALLY INFECTIOUS WASTE, PATHOLOGICAL WASTE, HAZARDOUS WASTE, WASTE PHARMACEUTICALS AND VACCINES, SHARPS, TRAUMA SCENE WASTE, AND ANY OTHER WASTE DETERMINED TO POSE A SUFFICIENT RISK OF INFECTIOUSNESS AS ESTABLISHED BY THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT.

NEW SOURCE: 1. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

2. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection 1(a) or 1(b) of this definition, but otherwise alters, replaces, or adds to existing process or production equipment.

3. Construction of a new source as defined under this definition has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous on site construction program:

(1) Any placement, assembly, or installation of facilities or equipment; or

(2) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.

NONCONTACT COOLING WATER: Cooling water that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

NONSIGNIFICANT INDUSTRIAL USER: Any user which does not meet the definition of a "significant industrial user", but is otherwise required by the city through permit, order or notice to comply with specific provisions of this chapter and is so notified by the city.

NON-SIGNIFICANT CATEGORICAL INDUSTRIAL USER: UPON A FINDING THAT A SIGNIFICANT INDUSTRIAL USER SUBJECT TO CATEGORICAL PRETREATMENT STANDARDS NEVER DISCHARGES MORE THAN 100 GALLONS PER DAY OF TOTAL CATEGORICAL WASTEWATER (EXCLUDING SANITARY, NON-CONTACT COOLING AND BOILER BLOWDOWN WASTEWATER, UNLESS SPECIFICALLY INCLUDED IN THE PRETREATMENT STANDARDS) THE CITY MAY DETERMINE THE INDUSTRIAL USER A NON-SIGNIFICANT CATEGORICAL INDUSTRIAL USER RATHER THAN A SIGNIFICANT INDUSTRIAL USER IF THE CONDITIONS IN 40 CFR PART 403.3 (V)(2) ARE MET.

NORMAL DOMESTIC STRENGTH WASTEWATER: Wastewater, when analyzed in accordance with procedures established by the EPA pursuant to 40 CFR part 136, as amended, contains no more than three hundred milligrams per liter (300 mg/l) of TSS, five hundred milligrams per liter (500 mg/l) of COD, and/or two hundred milligrams per liter (200 mg/l) of BOD.

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS): A STANDARD USED BY FEDERAL STATISTICAL AGENCIES IN CLASSIFYING BUSINESS ESTABLISHMENTS FOR THE PURPOSE OF COLLECTING, ANALYZING, AND PUBLISHING STATISTICAL DATA RELATED TO THE U.S. BUSINESS ECONOMY ISSUED BY THE EXECUTIVE OFFICE OF THE PRESIDENT, OFFICE OF MANAGEMENT AND BUDGET, AS AMENDED.

POGS FACILITIES: Any nondomestic dischargers located within the city's service area where work or service is performed including, automotive service, machine shops, automotive care centers, auto body shops, car washes, or any other facility that generates sand, petroleum oil, grease or other petroleum product, grit, gravel or other aggregate that may discharge into a wastewater collection system.

PASS-THROUGH: A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources,

is a cause of a violation of any requirement of the POTW's CDPS permit (including an increase in the magnitude or duration of a violation).

PERSON: Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. This definition includes all federal, state, and local government entities.

PETROLEUM OIL, GREASE AND SAND (POGS): Any hydrocarbon or petroleum product including oils and greases, and/or sand, grit, gravel or any other aggregate.

pH: A measure of the acidity or alkalinity of a solution, expressed in standard units (SU) and is calculated by taking the logarithm of the reciprocal of the hydrogen ion concentration expressed in moles per liter of solution.

POLLUTANT: Any dredged spoil, solids, incinerator residue, filter backwash, sewage, garbage, sewage sludge, explosives, munitions, medical waste, chemical wastes, corrosive substance, biological material, biological nutrient, toxic substance, radioactive material, heat, malodorous substance, wrecked or discharged equipment, rock, sand, slurry, cellar dirt, untreatable waste, or industrial, domestic, or agricultural wastes and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor) discharged into or with water.

POLLUTION: The manmade or man induced alteration of the chemical, physical, biological, and radiological integrity of water.

PRETREATMENT OR TREATMENT: The reduction of the amount of pollutant(s), the elimination of pollutant(s), or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutant(s) into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes by other means, except as prohibited by subsection (C)2(a) of this section unless allowed by an applicable pretreatment standard.

PRETREATMENT REQUIREMENTS: Any substantive or procedural requirement related to pretreatment, other than a pretreatment standard imposed on an industrial user.

PRETREATMENT STANDARD OR STANDARD: Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with sections 307(b) and (c) of the act, which applies to industrial users. This term includes prohibitive discharge limits established pursuant to subsection (C) of this section and includes local limits and best management practices. In cases of differing standards or regulations, the more stringent shall apply.

PROCESS WASTEWATER: Any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product.

~~PUBLICLY OWNED TREATMENT WORKS (POTW): The treatment works as defined by section 212 of the act (33 USC section 1292) which is jointly owned, in this instance, by the cities of Littleton and Englewood. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant. The term also means the municipality as defined in section 502(4) of the act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. For the purposes of this chapter, POTW shall also include any sewers that convey wastewaters to the POTW from indirect dischargers outside the city who~~

~~are, by contract or agreement with the city, users of the city's POTW.~~

SAND/OIL INTERCEPTOR: A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept sand (or other aggregate) and petroleum based oil and grease from a wastewater discharge and are designed considering retention times, volumes in gallons calculated for each facility, and gravity separation; such interceptors include baffle(s) and a minimum of two (2) compartments.

~~SANITARY SEWER: A sewer which carries domestic and/or nondomestic wastewater or sewage and to which storm, surface, and ground waters are not intentionally admitted, including the pipe or conduit system and appurtenances, for the collection, transportation, pumping and treatment of sewage. This definition shall also include the terms "public sewer", "sewer system", "sewer", and "collection line".~~

SEPTIC WASTE RECEIVING FACILITY (SWRF): The receiving facility located on the Littleton-Englewood wastewater plant's property designated for receiving trucked and hauled septage into the POTW.

~~SERVICE LINE (PRIVATE SEWER): The wastewater collector line extending from the wastewater disposal facilities of the premises up to and including the connection to the sanitary sewer.~~

SHALL, WILL, MAY: "Shall" and "will" are mandatory; "may" is permissive.

SIGNIFICANT INDUSTRIAL USER: 1. All industrial users subject to categorical pretreatment standards under 40 CFR section 403.6 and chapter I, subchapter N; and

2. Any other industrial user that:

(a) Discharges an average of twenty five thousand (25,000) gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater);

(b) Contributes a process waste stream which makes up to five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant;

(c) Is designated by the city on the basis that the industry has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

SIGNIFICANT NONCOMPLIANCE (SNC): Any industrial user is in significant noncompliance if its violation meets one or more of the following criteria:

1. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent (66%) or more of all of the measurements taken during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits;

2. Technical review criteria (TRC) violations, defined here as those in which thirty three percent (33%) or more of all of the measurements for each pollutant parameter taken during a six (6) month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);

3. Any other violation of a pretreatment standard or requirement (daily maximum, long term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in

combination with other discharges, interference or pass-through (including endangering the health of POTW personnel or the general public);

4. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge;

5. Failure to meet, within ninety (90) days after the schedule date a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;

6. Failure to provide, within ~~thirty (30)~~ FORTY-FIVE (45) days after the due date, required reports such as baseline monitoring reports, compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

7. Failure to accurately report noncompliance;

8. Any other violation or group of violations, which may include a violation of best management practices, which the POTW determines will adversely affect the operation or implementation of the local pretreatment program.

SLUDGE: The accumulated solids separated from liquids, such as water or wastewater, during processing, or deposits on bottoms of streams or other bodies of water, or the precipitate resulting from chemical treatment, coagulation, or sedimentation of water or wastewater.

SPILL OR SLUG DISCHARGE: Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in subsection (C)1 of this section or local limits specified at subsection (C)2 of this section. A spill or slug discharge is any discharge of a nonroutine, episodic nature, including, but not limited to, an accidental spill or a noncustomary batch discharge, which has a reasonable potential to cause interference or pass-through, or in any other way violate any provision of this chapter, including discharges which exceed the hydraulic and/or mechanical design of a user's treatment system.

~~STANDARD INDUSTRIAL CLASSIFICATION (SIC): A classification pursuant to the "Standard Industrial Classification Manual" issued by the executive office of the president, office of management and budget, as amended.~~

STATE: State of Colorado.

STATE WATERS: Any and all surface and subsurface waters which are contained in or flow in or through this state, except waters in sewage systems, waters in treatment works or disposal systems, waters in potable water distribution systems, and all waters withdrawn for use until use and treatment have been completed.

STORM SEWER: Publicly owned facilities by which stormwater is collected or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and humanmade or altered drainage channels, reservoirs, and other drainage structures.

STORMWATER: Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation, including snowmelt.

SUPERVISORY COMMITTEE: The committee is comprised of two (2) representatives each from the city of Englewood and the city of Littleton. This committee is responsible for administrative and operational oversight of the Littleton-Englewood wastewater treatment plant, including implementation of the industrial pretreatment program.

~~TOTAL SUSPENDED SOLIDS (TSS): The total suspended matter, expressed in milligrams per liter, that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and which is removable by laboratory filtering in accordance with procedures approved in 40 CFR part 136, as amended.~~

TOXIC POLLUTANT: Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the EPA under the provisions of section 307(a) of the act (33 USC section 1317(a)) or as otherwise listed at 40 CFR part 122, appendix D.

~~UNPOLLUTED WATER: Water of quality equal to or better than the state or federal effluent criteria in effect, or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.~~

WASTEWATER (SEWAGE): Liquid and water carried industrial wastes and/or sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

WASTEWATER CONTROL PERMIT: THE DOCUMENT OR DOCUMENTS ISSUED TO AN INDUSTRIAL USER OR GROUP OF USERS (WHO IS NOT OTHERWISE A SIGNIFICANT INDUSTRIAL USER) BY THE CITY IN ACCORDANCE WITH THE TERMS OF THIS SECTION THAT ALLOWS, LIMITS AND/OR PROHIBITS THE DISCHARGE OR POLLUTANTS OR FLOW TO THE POTW.

(C) General Wastewater Prohibitions And Limitations:

1. General And Specific Prohibitions: A user may not introduce into a POTW any pollutant(s) which causes pass-through or interference. These general prohibitions and the specific prohibitions of this section apply to each user introducing pollutants into a POTW whether or not the user is subject to other pretreatment standards or requirements. It shall be unlawful for any user to discharge or deposit or cause or allow to be discharged or deposited into the wastewater treatment system of the city any wastewater which contains the following:

(a) Any "hazardous waste" as defined in 40 CFR part 261, unless specifically authorized by the POTW.

(b) Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two (2) successive readings on any explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (LEL) of the meter. Fire or explosion hazard may also be determined using flashpoint concentration, by closed cup method as specified in 40 CFR section 261.21. The flashpoint shall not be less than sixty degrees Celsius (60°C) or one hundred forty degrees Fahrenheit (140°F).

(c) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the POTW.

(d) Any wastewater having a pH less than 5.0 unless the POTW is specifically designed to accommodate such wastewater, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment and/or personnel of the POTW.

(e) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to cause pass-through or interference.

(f) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes is sufficient to prevent entry into the sewers for their maintenance and repair.

(g) Any substance which may cause the POTW's effluent or any other product of the POTW, such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process where the POTW is pursuing a reuse and reclamation program. In no case shall a substance discharged to the POTW cause the POTW to be in noncompliance with the sludge use or disposal criteria, guidelines, or regulations affecting sludge use or disposal.

(h) Any substance which will cause the POTW to violate its CDPS permit or the receiving water quality standards.

(i) Any wastewater with objectionable color not removable in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.

(j) Any pollutants, including oxygen demanding pollutants (BOD, etc.) which will cause pass-through or interference.

(k) Radioactive wastes or isotopes of such a half-life or concentration that they do not meet limits established by the city or other regulations set forth by the Colorado department of public health and environment, state of Colorado, in the latest edition of "Rules And Regulations Pertaining To Radiological Control", and any applicable federal regulations that may apply.

(l) Any wastewater having a temperature which will cause the temperature of the influent to the wastewater treatment plant to exceed one hundred four degrees Fahrenheit (104°F) or forty degrees Celsius (40°C) and/or inhibit the biological activity in the POTW.

(m) Any water or waste which contains grease or oil or any other substances that will solidify or become discernibly viscous at temperatures between thirty two degrees Fahrenheit (32°F) (0°C) and one hundred fifty degrees Fahrenheit (150°F) (65.5°C).

(n) Any water or waste containing free or floating oil and grease, or any discharge containing animal fat or grease byproduct in excess of two hundred milligrams per liter (200 mg/l).

(o) Petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin in amounts that will cause interference or pass-through.

(p) Trucked or hauled wastes or wastewater, except at locations authorized by the city, that meets all standards and requirements established by the city.

(q) Waters containing solids that have not been ground or comminuted to such a degree that all particles will be carried freely in suspension under conditions normally prevailing in public sewers. Solid particles shall be no more than one-half inch ($^1/_2$") in any dimension.

(r) Ammonia nitrogen or substances readily converted thereto, in amounts that would cause or contribute to pass-through or interference.

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

(t) Stormwater drainage from ground, surface, roof drains, catch basins, unroofed area drains (e.g., commercial car washing facilities) or any other source unless otherwise approved by the city. Specifically prohibited is the connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a building sewer or building drain which in turn is connected directly or indirectly to the city's wastewater collection system. No person shall connect or discharge water from underground drains, sump pump discharges, natural springs and seeps, water accumulated in excavation or grading or any other water associated with construction activities.

(u) Any substance directly into a manhole or other opening in the POTW unless specifically authorized by the city or as otherwise permitted under this chapter. Prohibited is the opening of a manhole or discharging into any opening in violation of this chapter.

(v) Liquid wastes from chemical toilets, and trailers, campers or other recreational vehicles which have been collected and/or held in tanks or other containers shall not be discharged into the POTW except at locations authorized by the city to collect such wastes.

(w) Wastes where such wastes have been collected and/or held in a tank or other container and where such wastes fail to comply with any applicable limitation set out in this chapter.

(X) ANY WATER OR WASTEWATER FROM ALKALINE HYDROLYSIS OR OTHER CHEMICAL DECOMPOSITION PROCESSES OF HUMAN OR ANIMAL TISSUES, REMAINS, OR BODIES WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY.

(Y) MEDICAL WASTES IN AMOUNTS OR CONCENTRATIONS THAT WILL CAUSE A VIOLATION OF ANY ONE OF THE OBJECTIVES INCLUDED IN SUBSECTION (A)1 OF THIS SECTION.

(Z) ANY WATER OR WASTEWATER ASSOCIATED WITH HYDRAULIC FRACTURING (FRACKING) AND DRILLING ACTIVITIES, WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY.

2. Wastewater Discharge Limitations: THE CITY IS AUTHORIZED TO ESTABLISH LOCAL LIMITS PURSUANT 40 CFR Part 403.5(C). It shall be unlawful for any user to discharge, deposit, cause, or allow to be discharged any waste or wastewater which fails to comply with the limitations imposed by this section.

(a) Dilution is prohibited as a substitute for treatment and shall be a violation of this chapter. Except where expressly authorized to do so by an applicable pretreatment standard or requirement, no industrial user shall ever increase the use of process water, or in any other way attempt to dilute a

discharge as a partial or complete substitute for adequate treatment to achieve compliance with a pretreatment standard or requirement. The city may impose mass limitations on industrial users which are using dilution to meet applicable pretreatment standards or requirements or in other cases where the imposition of mass limitations is appropriate.

(b) No significant industrial user shall discharge OR CAUSE TO BE DISCHARGED wastewater that exceeds the following LOCAL limits ~~at any time for any length of time~~ AS SPECIFIED IN THE INDUSTRIAL WASTEWATER PERMIT USING THE METHODS AND PROCEDURES PRESCRIBED IN SUBSECTION (H) :

Pollutant[1]	DAILY MAXIMUM Limit (mg/l)
Arsenic (As)	0 .55
Cadmium (Cd)	0 .30
Chromium-total (Cr)	2 .9
Chromium (VI) (Cr VI)	0 .86
Copper (Cu)	3 .94
Lead (Pb)	0 .51
Mercury (Hg)	0 .005
Molybdenum (Mo)	2 .82
Nickel (Ni)	2 .66
Selenium (Se)	0 .054
Silver (Ag)	0 .112
Zinc (Zn)	8 .8
Benzene[2]	0 .050
BTEX[2,3]	0 .750

Notes:
1.All pollutants are to be analyzed as total.
2.These pollutants and limits generally apply to wastewaters from the cleanup of petroleum or gasoline underground storage tanks. In addition, the pollutants may be required of other users or included in permits where sampling and analysis indicate that the wastewater contains concentrations of these pollutants in excess of the stated limits.
3.This is the sum of measured concentrations for benzene, toluene, ethylbenzene, and xylene.

(c) All users subject to a categorical pretreatment standard shall comply with all requirements of such standard, and shall also comply with any limitations contained in this chapter. Where the same

pollutant is limited by more than one pretreatment standard, the limitations which are more stringent shall prevail. Compliance with categorical pretreatment standards shall be the time frame specified in the applicable categorical pretreatment standard.

(d) The city may establish more stringent pollutant limits, additional site specific pollutant limits, best management practices, or additional pretreatment requirements when, in the judgment of the city, such limitations are necessary to implement the provisions of this chapter.

(D) Pretreatment And Monitoring Facilities:

1. Users shall provide wastewater treatment as necessary to comply with this chapter and shall achieve compliance with all pretreatment standards and requirements set out in this chapter within the time limitations specified by EPA, the state, or the city, whichever is more stringent. Any facility determined by the city to be necessary for compliance or monitoring shall be provided, operated, and maintained at the user's expense. All treatment facilities shall be properly operated and maintained. Detailed plans describing such facilities and operating procedures shall be submitted to the city for review, and shall be approved before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the city under the provisions of this chapter. Any subsequent alterations or additions to such pretreatment or flow control facilities shall not be made without due notice to and prior approval of the city.

2. The city may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specified sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and demonstrate the user's compliance with the requirements of this chapter.

3. The city may require any user discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow control facility to ensure equalization of flow. An industrial wastewater permit may be issued solely for flow equalization.

4. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

5. The city may require an industrial user to install at the user's expense, suitable monitoring facilities or equipment that allows for the representative sampling and accurate observation of wastewater discharges. Such equipment shall be maintained in proper working order and kept safe and accessible at all times to city personnel.

6. The monitoring equipment shall be located and maintained on the industrial user's premises outside of the building unless otherwise approved by the city. When such a location would be impractical, the city may allow such facility to be constructed in the public street or easement area, with the approval of the agency having jurisdiction over such street or easement, and located so that it will not be obstructed by public utilities, landscaping or parked vehicles.

7. When more than one user is able to discharge into a common service line, the city may require installation of separate monitoring equipment for each user. When there is a significant difference in wastewater constituents and characteristics produced by different operations of a single user, the

city may require that separate service lines and connections and monitoring facilities be installed for each separate discharge.

8. Whether constructed on public or private property, the monitoring facilities shall be constructed in accordance with the city's requirements and all applicable construction standards and specifications.

9. To fulfill the purposes of this chapter, the city may order other industrial users of the city's POTW to maintain records and/or install and maintain similar facilities or equipment as described above.

10. Industrial users who discharge process wastewaters determined by the city to contain pollutants necessitating continuous pH measurement to demonstrate compliance shall, subsequent to notification by the city, install a continuous recording pH meter as approved by the city. Such meter shall be installed, operated and maintained at the user's own cost and expense. Such records generated by this meter shall be retained for three (3) years and shall be made available to the city upon request.

11. If the city determines that an industrial user needs to measure and report wastewater flow, the user shall install an approved flow meter. Such meter shall be installed, operated and maintained at the user's own cost and expense. Such records generated by this meter shall be retained for three (3) years and shall be made available to the city upon request.

(E) Industrial Wastewater Permits:

1. Permits Required: All significant industrial users proposing to connect to, or discharge into any part of the wastewater system, shall apply for and obtain an industrial wastewater permit prior to commencing discharge to the POTW. A separate permit may be required for each user, building or complex of buildings. The discharge of wastewater to the POTW without a valid permit from a significant industrial user shall be a violation of this chapter as specified in subsection (E)2 of this section. Such users shall immediately contact the city and obtain a permit for discharge.

(A) UPON A FINDING THAT A SIGNIFICANT INDUSTRIAL USER SUBJECT TO CATEGORICAL PRETREATMENT STANDARDS NEVER DISCHARGES MORE THAN 100 GALLONS PER DAY (GPD) OF TOTAL CATEGORICAL WASTEWATER (EXCLUDING SANITARY, NON-CONTACT COOLING AND BOILER BLOWDOWN WASTEWATER, UNLESS SPECIFICALLY INCLUDED IN THE PRETREATMENT STANDARDS) THE CITY MAY DETERMINE THE INDUSTRIAL USER A NON-SIGNIFICANT CATEGORICAL INDUSTRIAL USER RATHER THAN A SIGNIFICANT INDUSTRIAL USER IF THE FOLLOWING CONDITIONS ARE MET:

(1) THE INDUSTRIAL USER, PRIOR TO THE CITY'S FINDING, HAS CONSISTENTLY COMPLIED WITH ALL APPLICABLE CATEGORICAL PRETREATMENT STANDARDS AND REQUIREMENTS;

(2) THE INDUSTRIAL USER ANNUALLY SUBMITS THE CERTIFICATION STATEMENT REQUIRED IN 40 CFR PART 403.12(Q) TOGETHER WITH ANY ADDITIONAL INFORMATION NECESSARY TO SUPPORT THE CERTIFICATION STATEMENT; AND

(3) THE INDUSTRIAL USER NEVER DISCHARGES ANY UNTREATED CONCENTRATED WASTEWATER.

(B) UPON A FINDING THAT A SIGNIFICANT INDUSTRIAL USER NOT SUBJECT TO CATEGORICAL PRETREATMENT STANDARDS HAS NO REASONABLE POTENTIAL FOR ADVERSELY AFFECTING THE POTW'S OPERATION OR FOR VIOLATING ANY PRETREATMENT STANDARD OR REQUIREMENT, THE CITY MAY AT ANY TIME, ON ITS OWN INITIATIVE OR IN RESPONSE TO A PETITION RECEIVED FROM AN INDUSTRIAL USER, DETERMINE THAT SUCH INDUSTRIAL USER IS NOT A SIGNIFICANT INDUSTRIAL USER.

(C) BY REQUEST FROM A SIGNIFICANT INDUSTRIAL USER AND AT THE DISCRETION OF THE CITY, A NON-DISCHARGING INDUSTRIAL WASTEWATER PERMIT MAY BE ISSUED TO THE SIGNIFICANT INDUSTRIAL USER THAT REQUIRES SPECIFIC CONTROLS AND/OR PROCESS CONFIGURATIONS TO PREVENT THE DISCHARGE OF WASTEWATER FROM SPECIFIC PROCESS OPERATIONS, OR OF SPECIFIC POLLUTANTS TO THE POTW.

2. Enforceability: Any violation of the terms and conditions of an industrial wastewater permit, failure to apply for a permit as required, or discharging without a required permit shall be deemed a violation of this chapter and subjects the industrial user to the sanctions set out in subsection (~~J~~K) of this section. Obtaining an industrial wastewater permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements.

3. New Users; Applying For An Industrial Wastewater Permit: Any user required to obtain an industrial wastewater permit who proposes to begin or recommence discharging into the POTW must apply for and obtain such permit prior to the beginning or recommencing of such discharge. The user shall file a~~n industrial~~ wastewater permit application on forms provided by the city, containing the information specified in subsection (E)5 of this section. The completed application for the industrial wastewater permit must be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

4. Existing Users; Applying F~~F~~or Industrial Wastewater Permit Reissuance: A user with an expiring industrial wastewater permit shall apply for a new permit by submitting a complete permit application at least ninety (90) days prior to the expiration of the user's existing discharge permit. The user shall file a~~n industrial~~ wastewater permit application on forms provided by the city containing the information specified in subsection (E)5 of this section. An industrial user with an existing permit that has filed a complete and timely application may continue to discharge as approved by the city through an administrative extension of the existing permit.

5. ~~Industrial~~ Wastewater Permit Application Contents: In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information:

~~(a) Identifying Information:~~

~~(1) The name of industry and address of the facility, mailing address if different;~~

~~(2) The name of the operator and owner;~~

~~(3) Location of discharge if different from the location address;~~

~~(4) Contact information; and~~

~~(5) Description of activities, facilities, and plant production processes on the premises.~~

~~(b) Environmental Permits: A list of any environmental control permits held by or for the facility.~~

~~(c) Description Of Operations:~~

~~(1) A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production);~~

~~(2) The standard industrial classification(s) of the operation(s) carried out by such user;~~

~~(3) A schematic process diagram, which indicates points of discharge to the POTW from the regulated process;~~

~~(4) Types of wastes generated;~~

~~(5) A list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;~~

~~(6) Number of employees; and~~

~~(7) Hours of operation, and proposed or actual hours of operation.~~

~~(d) Discharge Time And Duration: Time and duration of discharges.~~

~~(e) Sample Location: The location for sampling the wastewater discharges from the user.~~

~~(f) Flow Measurement: Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR section 403.6(e). For new sources and new permittees not currently discharging, an estimate of flows may be used for meeting the requirements of the baseline monitoring report required at subsection (F)2 of this section.~~

~~(g) Measurement Of Pollutants: For new sources and new permittees not currently discharging, an estimate of pollutants may be used for meeting the requirements of the baseline monitoring report required at subsection (F)2 of this section.~~

~~(1) The pretreatment standards applicable to each regulated process;~~

~~(2) The results of sampling and analysis identifying the nature and concentration, and/or mass of regulated pollutants in the discharge from each regulated process where required by the standard or by the city;~~

~~(3) Instantaneous, daily maximum and long term average concentrations, or mass, where required, shall be reported;~~

~~(4) The sample shall be representative of daily operations and shall be collected in accordance with procedures set out in subsections (H)1 and (H)2 of this section. Where the standard requires~~

~~compliance with a BMP or pollution prevention alternative, the user shall submit documentation as required by the city or the applicable standards to determine compliance with the standard; and~~

~~(5) Analyses must be performed in accordance with procedures set out in subsection (H)3 of this section.~~

~~(h) Certification: A statement, reviewed by an authorized representative of the industrial user and certified to by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the industrial user to meet the pretreatment standards and requirements.~~

~~(i) Additional Information: Any other information as may be deemed necessary by the city to evaluate the permit application.~~

~~(j) Compliance Schedule: If additional pretreatment and/or O&M will be required to meet the pretreatment standards or requirements, the shortest schedule by which the industrial user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.~~

~~(k) Application Signatories And Certifications: All industrial wastewater permit applications, industrial user reports and certification statements must be signed by an authorized representative of the user and contain the applicable certification statement(s) in subsection (F)6 of this section.~~

(A) IDENTIFYING FACILITY INFORMATION.

(1) THE NAME OF INDUSTRY AND ADDRESS OF THE FACILITY, MAILING ADDRESS IF DIFFERENT;

(2) THE NAME OF THE BUSINESS OPERATOR AND OWNER;

(3) THE DESIGNATED SIGNATORY AUTHORITY AND DESIGNATED FACILITY CONTACT;

(B) BUSINESS ACTIVITIES.

(1) IDENTIFICATION OF INDUSTRIAL PROCESSES, INDUSTRIAL CATEGORIES, OR BUSINESS ACTIVITIES;

(2) A BRIEF DESCRIPTION OF OPERATIONS INCLUDING MATERIALS USED, PRODUCTS PRODUCED, MATERIALS HANDLING, TESTING, STORAGE, CLEANING, WASTE HANDLING, AND WASTEWATER PRETREATMENT;

(3) THE STANDARD INDUSTRIAL CLASSIFICATION(S) OR NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) OF THE OPERATION(S) CARRIED OUT BY SUCH USER;

(4) ENVIRONMENTAL PERMITS. A LIST OF ANY ENVIRONMENTAL CONTROL PERMITS HELD BY OR FOR THE FACILITY;

(5) FACILITY OPERATIONAL CHARACTERISTICS INCLUDING WORK DAYS, WORK SHIFTS, NUMBER OF EMPLOYEES, AND SEASONAL VARIATIONS;

(6) PLANNED OR POTENTIAL EXPANSION;

(C) WATER SUPPLY AND CONSUMPTION.

(1) WATER SOURCES, WATER BILL INFORMATION;

(2) WATER USE DISTRIBUTION THROUGHOUT FACILITY;

(D) SEWER CONNECTION INFORMATION.

(E) RAW MATERIALS AND CHEMICALS USED AND STORED.

(F) FACILITY INFRASTRUCTURE AND SITE DIAGRAMS.

(1) EXTERIOR SITE PLANS, INTERIOR BUILDING/FLOOR PLAN, PLUMBING DIAGRAMS;

(G) WASTEWATER DISCHARGE INFORMATION.

(1) METHOD OF WASTEWATER DISCHARGE;

(2) WASTEWATER DISCHARGE FLOW RATES;

(3) WASTEWATER MONITORING EQUIPMENT AND LOCATIONS;

(4) CHARACTERISTICS OF WASTEWATER INCLUDING POLLUTANT MEASUREMENTS;

(H) PROCESS FLOW DIAGRAM.

(I) GENERATED WASTE HANDLING PROCEDURES.

(J) WASTEWATER TREATMENT EQUIPMENT AND OPERATIONS.

(K) CONTROL PLAN FOR SPILL PREVENTION.

(L) ANY OTHER INFORMATION AS MAY BE DEEMED NECESSARY BY THE CITY TO EVALUATE THE PERMIT APPLICATION.

(M) CERTIFICATION. A STATEMENT, REVIEWED BY AN AUTHORIZED REPRESENTATIVE OF THE INDUSTRIAL USER AND CERTIFIED BY A QUALIFIED PROFESSIONAL, INDICATING WHETHER PRETREATMENT STANDARDS ARE BEING MET ON A CONSISTENT BASIS, AND, IF NOT, WHETHER ADDITIONAL OPERATION AND MAINTENANCE (O&M) AND/OR ADDITIONAL PRETREATMENT IS REQUIRED FOR THE INDUSTRIAL USER TO MEET THE PRETREATMENT STANDARDS AND REQUIREMENTS.

(1) COMPLIANCE SCHEDULE. IF ADDITIONAL PRETREATMENT AND/OR O&M WILL BE REQUIRED TO MEET THE PRETREATMENT STANDARDS OR REQUIREMENTS, THE SHORTEST SCHEDULE BY WHICH THE INDUSTRIAL USER WILL PROVIDE SUCH ADDITIONAL PRETREATMENT AND/OR O&M. THE COMPLETION DATE IN THIS SCHEDULE SHALL NOT BE LATER THAN THE COMPLIANCE DATE ESTABLISHED FOR THE APPLICABLE PRETREATMENT STANDARD. A COMPLIANCE SCHEDULE MUST BE IN ACCORDANCE WITH SUBSECTION (F)7 OF THIS SECTION;

(N) APPLICATION SIGNATORIES AND CERTIFICATIONS. ALL INDUSTRIAL WASTEWATER PERMIT APPLICATIONS, INDUSTRIAL USER REPORTS AND CERTIFICATION STATEMENTS MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE USER AND CONTAIN THE APPLICABLE CERTIFICATION STATEMENT IN SUBSECTION (F)6(A) OF THIS SECTION.

(O) ANY REQUESTS FOR A MONITORING WAIVER (OR A RENEWAL OF AN APPROVED MONITORING WAIVER) FOR A POLLUTANT NEITHER PRESENT NOR EXPECTED TO BE PRESENT IN THE DISCHARGE PER SUBSECTION (F)1(E) OF THIS SECTION.

6. Industrial Wastewater Permit Issuance:

(a) The city shall issue an industrial wastewater permit to the applicant if the city finds that all of the following conditions are met:

(1) The applicant has provided a timely and complete permit application to the city;

(2) The proposed discharge by the applicant is in compliance with the limitations established in this chapter;

(3) The proposed operation and discharge of the applicant would permit the normal and efficient operation of the POTW; and

(4) The proposed discharge of the applicant would not result in a violation by the city of the terms and conditions of its CDPS permit or cause pass-through or interference.

(b) If the city finds that the condition set out in subsection (E)6(a)(2) of this section is not met, the city may, at its discretion, issue an industrial wastewater permit to the applicant if the conditions set out in subsections (E)6(a)(1), (E)6(a)(3) and (E)6(a)(4) of this section have been met and if the applicant submits, and the city approves, a compliance schedule setting out the measures to be taken by the applicant and the dates that such measures will be implemented to ensure compliance with the local limits. At no time shall a discharge be allowed to cause violations of the general and specific prohibitions established in subsection (C)1 of this section nor shall the final compliance date for a categorical standard be extended.

7. Industrial Wastewater Permit Denial And Hearing:

(a) In the event an application for an industrial wastewater permit is denied, the city shall notify the applicant in writing of such denial. Such notification shall state the grounds for such denial with that degree of specificity which will inform the applicant of the measures or actions which must be taken by the applicant prior to issuance of a permit.

(b) Upon receipt of notification of denial of a permit, the applicant may request, and shall be granted, a hearing to be held by the city. At such hearing the applicant shall have the burden of establishing that the conditions set out in subsection (E)6 of this section have been met and that a permit should be issued.

(c) The city may conduct the hearing and take the evidence or may designate a representative to:

(1) Issue in the name of the city notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;

(2) Take the evidence; and

(3) Transmit a report of the evidence and hearing, including transcripts and other evidence, to the city, together with recommendations for action thereon.

(d) Testimony taken at any public hearing shall be under oath and recorded. The transcript as recorded shall be made available to any member of the public or any party to the hearing upon payment of any required duplication charges.

(e) Upon review of the evidence by the city, the city shall make written findings of fact. Thereupon the city may issue an order directing the issuance of an industrial wastewater permit, or directing that such permit shall not be issued, or give such other or further orders and directives as are necessary and appropriate.

8. Industrial Wastewater Permit Conditions: Industrial wastewater permits shall be expressly subject to all provisions of this chapter and all other regulations, and user charges and fees established by the city. The conditions of industrial wastewater permits shall be uniformly enforced in accordance with this chapter and applicable state and federal regulations. An industrial wastewater permit shall include such conditions as are deemed reasonably necessary by the city to prevent pass-through or interference, protect the quality of the receiving water, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(a) Industrial wastewater permits shall contain, as appropriate:

(1) A statement that indicates the permit's issuance date, expiration date and effective date;

(2) A statement that the permit is nontransferable;

(3) Effluent limits, including best management practices (BMPs), based on applicable pretreatment standards;

(4) Self-monitoring, sampling, reporting, notification, and recordkeeping requirements. These requirements shall include an identification of pollutants (or best management practices) to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law;

(5) A statement of applicable administrative, civil and criminal penalties for violation of pretreatment standards and requirements, the permit, this chapter and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law;

(6) BMPs to control specific pollutants as necessary to meet the objectives of this chapter;

(7) Closure requirements for permitted facilities undergoing partial or complete closure activities to ensure closure activities are completed and wastes have been properly disposed and remaining access to sanitary and storm sewers are protected;

(8) Requirements to notify the city immediately of any changes at its facility affecting potential for a spill or slug discharge and to notify the POTW immediately in the event of a slug, spill or accidental discharge to the POTW;

(9) Compliance schedules;

(10) Requirements to reapply for a new permit at least ninety (90) days prior to expiration of the existing permit;

(11) The general and specific prohibitions;

(12) Additional monitoring to be reported.

(13) THE PROCESS FOR SEEKING A WAIVER FROM MONITORING FOR A POLLUTANT NEITHER PRESENT NOR EXPECTED TO BE PRESENT IN THE DISCHARGE IN ACCORDANCE WITH SUBSECTION (F)1(E) OF THIS SECTION. ANY GRANT OF THE MONITORING WAIVER BY THE CITY MUST BE INCLUDED AS A CONDITION IN THE PERMIT.

(b) Industrial wastewater permits may contain, but need not be limited to, the following conditions:

(1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

(2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

(3) Requirements for the development and implementation of slug or spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

(4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(5) Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices; and

(6) Other conditions as deemed appropriate by the city to ensure compliance with this chapter, and state and federal laws and regulations.

9. Industrial Wastewater Permit Duration:

(a) Discharge permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period of less than five (5) years at the city's discretion or may be stated to

expire on a specific date. The terms and conditions of the permit may be subject to modification and change by the city during the life of the permit, as limitations or requirements as identified in this chapter are modified and changed pursuant to subsection (E)11 of this section. The user shall be informed of any proposed changes in its permit at least thirty (30) days prior to the effective date of change unless such change is initiated by a violation of this chapter. Any such change or new condition in the permit shall include a reasonable time schedule for compliance or as otherwise required by state or federal regulations.

(b) Where the city is establishing permit specific local limits, the permit shall be public noticed for comment for thirty (30) days in a newspaper of meaningful circulation. The city shall consider all comments that are received and incorporate any comments as appropriate prior to issuing the permit.

10. Industrial Wastewater Permit Transfer: Industrial wastewater permits are issued to a specific user for a specific operation. No permit shall be reassigned or transferred ~~or sold~~ to a ~~new owner, new user,~~ different premises or a new or changed operation. PERMITS MAY BE TRANSFERRED TO A NEW OWNER OR OPERATOR ONLY IF THE PERMITTEE GIVES AT LEAST 30 DAYS ADVANCE NOTICE TO THE CITY AND THE CITY APPROVES THE PERMIT TRANSFER. THE NOTICE TO THE CITY MUST INCLUDE A WRITTEN CERTIFICATION BY THE NEW OWNER OR OPERATOR WHICH:

(A) STATES THAT THE NEW OWNER AND/OR OPERATOR HAS NO IMMEDIATE INTENT TO CHANGE THE FACILITY'S OPERATIONS AND PROCESSES;

(B) IDENTIFIES THE SPECIFIC DATE ON WHICH THE TRANSFER IS TO OCCUR; AND

(C) ACKNOWLEDGES FULL RESPONSIBILITY FOR COMPLYING WITH THE EXISTING PERMIT.

11. Industrial Wastewater Permit Modification: The city may modify an industrial wastewater permit for good cause, including, but not limited to, the following reasons:

(a) To incorporate any new or revised federal, state, or local pretreatment standards or requirements;

(b) To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of the industrial wastewater permit issuance;

(c) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(d) Information indicating that the permitted discharge poses a threat to the POTW, city personnel, or the receiving waters;

(e) Violation of any terms or conditions of the industrial wastewater permit;

(f) Misrepresentations or failure to fully disclose all relevant facts in the industrial wastewater permit application or in any required reporting; or

(g) To correct typographical or other errors in the industrial wastewater permit.

12. Industrial Wastewater Permit Revocation: A violation of the conditions of a permit or of this chapter or of applicable state and federal regulations shall be reason for revocation of such permit by the city. Upon revocation of the permit, any wastewater discharge from the affected user shall be considered prohibited and illegal. Grounds for revocation of a permit include, but are not limited to, the following:

(a) Failure of a user to accurately disclose or report the wastewater constituents and characteristics of its discharge;

(b) Failure of the user to report significant changes in operations or wastewater constituents and characteristics;

(c) Refusal of access to the user's premises for the purpose of inspection or monitoring;

(d) Falsification of records, reports or monitoring results;

(e) Tampering with monitoring equipment;

(f) Violation of conditions of the permit;

(g) Misrepresentation or failure to fully disclose all relevant facts in the industrial wastewater permit application;

(h) Failure to pay fines or penalties;

(i) Failure to pay sewer charges;

(j) Failure to pay permit and sampling fees; or

(k) Failure to meet compliance schedules.

(F) Reporting Requirements:

1. Periodic Compliance Reports; All Significant Industrial Users:

(a) EXCEPT AS SPECIFIED IN SUBSECTION (F)1(F) OF THIS SECTION, A~~A~~ny industrial user subject to a federal, state, or city pretreatment standard or requirement must, at a frequency determined by the city submit no less than once per six (6) months, unless required more frequently in the permit or by the city, reports indicating the nature, concentration of pollutants in the discharge which are limited by pretreatment standards and the average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with best management practices (BMPs) or pollution prevention alternatives, the user must submit documentation required by the city or the pretreatment standard necessary to determine compliance status of the user. All periodic compliance reports must be signed and certified in accordance with subsection (F)6 of this section.

(b) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working

order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that the sample results are unrepresentative of its discharge.

(c) If a user subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the city, using the methods and procedures prescribed in subsection (H) of this section, the results of this monitoring shall be included in the report.

(d) The sampling and analyses required for the reporting outlined above may be performed by the city in lieu of the permittee. Where the city itself makes arrangements with the user to collect all the information required for the report, the user will not be required to submit the report.

(E) THE CITY MAY AUTHORIZE A SIGNIFICANT INDUSTRIAL USER SUBJECT TO A CATEGORICAL PRETREATMENT STANDARD TO FOREGO SAMPLING OF A POLLUTANT REGULATED BY A CATEGORICAL PRETREATMENT STANDARD IF THE SIGNIFICANT INDUSTRIAL USER HAS DEMONSTRATED THROUGH SAMPLING AND OTHER TECHNICAL FACTORS THAT THE POLLUTANT IS NEITHER PRESENT NOR EXPECTED TO BE PRESENT IN THE DISCHARGE, OR IS PRESENT ONLY AT BACKGROUND LEVELS FROM INTAKE WATER AND WITHOUT ANY INCREASE IN THE POLLUTANT DUE TO ACTIVITIES OF THE INDUSTRIAL USER. THIS AUTHORIZATION IS SUBJECT TO THE FOLLOWING CONDITIONS:

(1) THE WAIVER MAY BE AUTHORIZED WHERE A POLLUTANT IS DETERMINED TO BE PRESENT SOLELY DUE TO SANITARY WASTEWATER DISCHARGED FROM THE FACILITY PROVIDED THAT THE SANITARY WASTEWATER IS NOT REGULATED BY AN APPLICABLE CATEGORICAL STANDARD AND OTHERWISE INCLUDES NO PROCESS WASTEWATER.

(2) THE MONITORING WAIVER IS VALID ONLY FOR THE DURATION OF THE EFFECTIVE PERIOD OF THE INDIVIDUAL WASTEWATER DISCHARGE PERMIT, BUT IN NO CASE LONGER THAN 5 YEARS. THE USER MUST SUBMIT A NEW REQUEST FOR THE WAIVER BEFORE THE WAIVER CAN BE GRANTED FOR EACH PERMIT.

(3) IN MAKING A DEMONSTRATION THAT A POLLUTANT IS NOT PRESENT, THE INDUSTRIAL USER MUST PROVIDE DATA FROM AT LEAST ONE SAMPLING OF THE FACILITY'S PROCESS WASTEWATER PRIOR TO ANY TREATMENT PRESENT AT THE FACILITY THAT IS REPRESENTATIVE OF ALL WASTEWATER FROM ALL PROCESSES.

(4) THE REQUEST FOR A MONITORING WAIVER MUST BE SIGNED AND CERTIFIED IN ACCORDANCE WITH SUBSECTION (F)6(A) OF THIS SECTION.

(5) NON-DETECTABLE SAMPLE RESULTS MAY BE USED ONLY AS A DEMONSTRATION THAT A POLLUTANT IS NOT PRESENT IF THE EPA APPROVED METHOD FROM 40 CFR PART 136 WITH THE LOWEST MINIMUM DETECTION LEVEL FOR THAT POLLUTANT WAS USED IN THE ANALYSIS.

(6) ANY GRANT OF THE MONITORING WAIVER BY THE CITY MUST BE INCLUDED AS A CONDITION IN THE USER'S PERMIT. THE REASONS SUPPORTING THE WAIVER AND ANY

INFORMATION SUBMITTED BY THE USER IN ITS REQUEST FOR THE WAIVER MUST BE MAINTAINED BY THE CITY FOR 3 YEARS AFTER EXPIRATION OF THE WAIVER.

(7) UPON APPROVAL OF THE MONITORING WAIVER AND REVISION OF THE USER'S PERMIT BY THE CITY, THE INDUSTRIAL USER MUST CERTIFY ON EACH REPORT WITH THE STATEMENT IN SUBSECTION (F)6(D) OF THIS SECTION, THAT THERE HAS BEEN NO INCREASE IN THE POLLUTANT IN ITS WASTESTREAM DUE TO ACTIVITIES OF THE INDUSTRIAL USER.

(8) IN THE EVENT THAT A WAIVED POLLUTANT IS FOUND TO BE PRESENT OR IS EXPECTED TO BE PRESENT BECAUSE OF CHANGES THAT OCCUR IN THE USER'S OPERATIONS, THE USER MUST IMMEDIATELY: COMPLY WITH THE MONITORING REQUIREMENTS OF SUBSECTION (F)1(A) OF THIS SECTION, OR OTHER MORE FREQUENT MONITORING REQUIREMENTS IMPOSED BY THE CITY, AND NOTIFY THE CITY.

(9) THIS PROVISION DOES NOT SUPERSEDE CERTIFICATION PROCESSES AND REQUIREMENTS ESTABLISHED IN CATEGORICAL PRETREATMENT STANDARDS, EXCEPT AS OTHERWISE SPECIFIED IN THE CATEGORICAL PRETREATMENT STANDARD.

(F) THE CITY MAY REDUCE THE REQUIREMENT FOR PERIODIC COMPLIANCE REPORTS IN SUBSECTION (F)1(A) OF THIS SECTION TO A REQUIREMENT TO REPORT NO LESS FREQUENTLY THAN ONCE A YEAR, UNLESS REQUIRED MORE FREQUENTLY IN THE PRETREATMENT STANDARD OR BY THE EPA, WHERE THE INDUSTRIAL USER'S TOTAL CATEGORICAL WASTEWATER FLOW DOES NOT EXCEED ANY OF THE FOLLOWING:

(1) 0.01 PERCENT OF THE POTW'S DESIGN DRY-WEATHER HYDRAULIC CAPACITY OF THE POTW, OR FIVE THOUSAND (5,000) GALLONS PER DAY, WHICHEVER IS SMALLER, AS MEASURED BY A CONTINUOUS EFFLUENT FLOW MONITORING DEVICE UNLESS THE INDUSTRIAL USER DISCHARGES IN BATCHES

(2) 0.01 PERCENT OF THE DESIGN DRY-WEATHER ORGANIC TREATMENT CAPACITY OF THE POTW; AND

(3) 0.01 PERCENT OF THE MAXIMUM ALLOWABLE HEADWORKS LOADING FOR ANY POLLUTANT REGULATED BY THE APPLICABLE CATEGORICAL PRETREATMENT STANDARD FOR WHICH APPROVED WASTEWATER DISCHARGE LIMITS WERE DEVELOPED IN ACCORDANCE WITH SUBSECTION (C)2(B) OF THIS SECTION.

REDUCED REPORTING IS NOT AVAILABLE TO INDUSTRIAL USERS THAT HAVE IN THE LAST TWO (2) YEARS BEEN IN SIGNIFICANT NONCOMPLIANCE. IN ADDITION, REDUCED REPORTING IS NOT AVAILABLE TO AN INDUSTRIAL USER WITH DAILY FLOW RATES, PRODUCTION LEVELS, OR POLLUTANT LEVELS THAT VARY SO SIGNIFICANTLY THAT, IN THE OPINION OF THE CITY, DECREASING THE REPORTING REQUIREMENT FOR THIS INDUSTRIAL USER WOULD RESULT IN DATA THAT ARE NOT REPRESENTATIVE OF CONDITIONS OCCURRING DURING THE REPORTING PERIOD.

2. Baseline Monitoring Reports; Categorical Industrial Users:

(a) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR section 403.6(a)(4), whichever is later, existing industrial users SUBJECT TO CATEGORICAL PRETREATMENT STANDARDS AND currently discharging to or scheduled to discharge to the POTW shall submit to the city a report which contains the information listed in subsection (F)2(b) of this section. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical standard, shall submit to the city a report which contains the information listed in subsection (F)2(b) of this section. A new source shall report the method of pretreatment it intends to use to meet applicable pretreatment standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged from regulated process streams and other nonprocess streams.

(b) Users described above shall submit the information set forth below:

(1) Required Information: All information required in subsection (E)5 of this section.

(2) Measurement Of Pollutants:

A. The user shall take a minimum of one representative sample to compile the data necessary to comply with the requirements of this subsection.

B. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the user should measure the flows and concentrations necessary to allow use of the combined waste stream formula in 40 CFR section 403.6(e) in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR section 403.6(e) this adjusted limit along with supporting data shall be submitted to the city.

C. Sampling and analysis shall be performed in accordance with subsection (H) of this section.

D. The city may allow the submission of a BMR which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

E. The BMR shall indicate the time, date, and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.

(3) Signature And Report Certification: All baseline monitoring reports must be signed in accordance with subsection (F)6(A) of this section and signed by an authorized representative as defined in subsection (B) of this section.

3. Ninety Day Compliance Reports; Categorical Industrial Users:

(a) New Sources: All new sources subject to existing categorical pretreatment standards shall submit a report to the city within ninety (90) days from the date of first discharge to the POTW demonstrating actual and continuing compliance with those standards.

(b) Existing Sources: All existing sources required to comply with newly promulgated categorical pretreatment standards shall submit a report to the city within ninety (90) days of the date on which compliance is required with those standards demonstrating that actual and continuing compliance with such standards has been achieved.

(c) Minimum Information: Such ninety (90) day compliance report shall contain at a minimum the information required in subsections (E)5~~(f), (E)5(g), (E)5(h), (E)5(i) and (E)5(k)~~(G), (E)5(L), (E)5(M), AND (E)5(N)~~(~~ of this section.

4. Twenty Four Hour Notice And Thirty Day Resampling: If sampling performed by a user indicates a violation of this chapter, the user shall notify the city within twenty four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the city within thirty (30) days after becoming aware of the violations. FOR THE PURPOSES OF THIS SECTION "BECOMING AWARE" SHALL BE DEFINED AS THE SHORTEST REASONABLE TIME TO DETERMINE COMPLIANCE STATUS NOT TO EXCEED FIVE (5) DAYS AFTER RECEIPT OF SAMPLING DATA. The user is not required to resample if the following occurs:

(a) The city performs sampling at the user's facility at a frequency of at least once per month.

(b) The city performs sampling at the user's facility between the time when the user performs its initial sampling and the time when the user receives the results of this sampling. It is the sole responsibility of the user to verify if the city has performed this sampling.

5. Reports For Nonsignificant Industrial Users: Should the city deem it necessary to assure compliance with provisions of this chapter, any user of the POTW may be required to submit an industrial wastewater permit application, INDUSTRIAL WASTE SURVEY, or questionnaire to the city. Any user subject to this reporting requirement shall submit a completed report no later than thirty (30) days after receipt of the notification and appropriate forms.

6. Signatory Certification: ~~All reports and other submittals required to be submitted to the city shall include the following statement and signatory requirements:~~

~~(a) The authorized representative signing any application, questionnaire, any report or other information required to be submitted to the city must sign and attach the following certification statement with each such report or information submitted to the city:~~

(A) ALL REPORTS AND OTHER SUBMITTALS REQUIRED TO BE SUBMITTED TO THE CITY BY A SIGNIFICANT INDUSTRIAL USER, INCLUDING PERMIT APPLICATIONS, SHALL INCLUDE THE FOLLOWING CERTIFICATION STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or the persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I

am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.

(B) PERIODIC COMPLIANCE REPORTS SUBMITTED BY SIGNIFICANT INDUSTRIAL USERS ISSUED A NON-DISCHARGING INDUSTRIAL WASTEWATER PERMIT SHALL ALSO INCLUDE THE FOLLOWING CERTIFICATION STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE. "*I CERTIFY UNDER PENALTY OF LAW THAT (PERMITTEE NAME) HAS NOT DISCHARGED ANY REGULATED WASTEWATER TO THE L/E WWTP DURING THIS REPORTING PERIOD"* (IF APPLICABLE).

(C) A FACILITY DETERMINED TO BE A NON-SIGNIFICANT CATEGORICAL INDUSTRIAL USER MUST ANNUALLY SUBMIT THE FOLLOWING CERTIFICATION STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE.

"BASED ON MY INQUIRY OF THE PERSON OR PERSONS DIRECTLY RESPONSIBLE FOR MANAGING COMPLIANCE WITH THE CATEGORICAL PRETREATMENT STANDARDS UNDER 40 CFR ___[SPECIFY APPLICABLE NATIONAL PRETREATMENT STANDARD PART(S)], I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT DURING THE PERIOD FROM _____, TO _____, _____ [MONTH, DAYS, YEAR]:

(1) THE FACILITY DESCRIBED AS _____ [FACILITY NAME] MET THE DEFINITION OF A NON-SIGNIFICANT CATEGORICAL INDUSTRIAL USER AS DESCRIBED IN 40 CFR 403.3(V)(2);

(2) THE FACILITY COMPLIED WITH ALL APPLICABLE PRETREATMENT STANDARDS AND REQUIREMENTS DURING THIS REPORTING PERIOD; AND

(3) THE FACILITY NEVER DISCHARGED MORE THAN 100 GALLONS OF TOTAL CATEGORICAL WASTEWATER ON ANY GIVEN DAY DURING THIS REPORTING PERIOD. THIS COMPLIANCE CERTIFICATION IS BASED UPON THE FOLLOWING INFORMATION:

_____

(D) SIGNIFICANT INDUSTRIAL USERS THAT HAVE AN APPROVED MONITORING WAIVER BASED ON SECTION F(1)(E) OF THIS SECTION MUST SUBMIT ON EACH COMPLIANCE REPORT WITH THE FOLLOWING CERTIFICATION STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE THAT THERE HAS BEEN NO INCREASE IN THE POLLUTANT IN ITS WASTESTREAM DUE TO ACTIVITIES OF THE USER. *"BASED ON MY INQUIRY OF THE PERSON OR PERSONS DIRECTLY RESPONSIBLE FOR MANAGING COMPLIANCE WITH THE PRETREATMENT STANDARD FOR 40 CFR _____ [SPECIFY APPLICABLE NATIONAL PRETREATMENT STANDARD PART(S)], I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE HAS BEEN NO INCREASE IN THE LEVEL OF _____ (LIST POLLUTANT(S)) IN THE WASTEWATERS DUE TO THE ACTIVITIES AT THE FACILITY SINCE FILING OF THE LAST PERIODIC COMPLIANCE REPORT.*

(~~b~~E) If the authorized representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of subsection (B) of this

section must be submitted to the city prior to or together with any reports to be signed by an authorized representative.

(F) INDUSTRIAL WASTE SURVEYS OR QUESTIONNAIRES REQUIRED TO BE SUBMITTED TO THE CITY BY AN INDUSTRIAL USER SHALL INCLUDE THE FOLLOWING STATEMENT AND SIGNATORY REQUIREMENTS. THE REPRESENTATIVE SIGNING ANY INDUSTRIAL WASTE SURVEY OR QUESTIONNAIRE MUST SIGN THE FOLLOWING CERTIFICATION STATEMENT. *"I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED IN THIS DOCUMENT AND ATTACHMENTS. BASED UPON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION REPORTED HEREIN, I BELIEVE THAT THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT* THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION." INDUSTRIAL WASTE SURVEYS OR QUESTIONNAIRES SHALL BE SUBMITTED TO THE CITY, IN ELECTRONIC OR HARD COPY FORMAT, WITHIN THIRTY (30) DAYS OF RECEIPT.

7. Compliance Schedules: Should any schedule of compliance be established in accordance with the requirements of this chapter, the following conditions shall apply to such schedule:

(a) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable categorical pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.);

(b) No increment referred to above shall exceed nine (9) months; and

(c) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the city including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the city.

8. Change In Discharge Or Operations: Every significant industrial user shall file a notification to the city a minimum of fourteen (14) days prior to any planned significant change in operations or wastewater characteristics. A significant change shall be a change equal to or greater than twenty percent (20%) in the mass of a pollutant or volume of flow discharged to the POTW. In addition, this notification shall include changes to:

(a) Adding or removing processing, manufacturing or other production operations.

(b) New substances used which may be discharged.

(c) Changes in the listed or characteristic hazardous waste for which the user has submitted or is required to submit information to the city under this chapter and 40 CFR part 403.12(p) as amended.

9. SPILL PREVENTION AND Control Plans:

(a) Discharge Prevention: Each user shall provide protection from accidental discharges and slug loads of pollutants regulated under this chapter. Facilities to prevent the discharge of spills or slug loads shall be provided and maintained at the user's expense.

(b) Evaluation: The city shall evaluate whether each significant industrial user needs a spill prevention and control plan or other action to control spills and slug discharges as defined in subsection (B) of this section. The city may require a user to develop, submit for approval, and implement a spill prevention and control plan or take such other action that may be necessary to control spills and slug discharges.

(c) Plan Requirements: A spill prevention and control plan shall address, at a minimum, the following:

(1) Detailed plans (schematics) showing facility layout and plumbing representative of operating procedures;

(2) Description of contents and volumes of any process tanks;

(3) Description of discharge practices, including nonroutine batch discharges;

(4) Listing of stored chemicals, including location and volumes;

(5) Procedures for immediately notifying the city of any spill or slug discharge. It is the responsibility of the user to comply with the reporting requirements in subsection (F)10 of this section;

(6) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response; and

(7) Any other information as required by the city.

(d) Notice To Employees: A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of an accidental or slug discharge. Employers shall ensure that all employees who work in any area where an accidental or slug discharge may occur or originate are advised to the emergency notification procedures.

10. Reports Of Potential Problems:

(a) In the case of any discharge, including, but not limited to, spills, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a slug discharge or a discharge that may cause potential problems for the POTW, the user shall immediately telephone and notify the city of the incident. This notification shall include:

(1) Name of the facility;

(2) Location of the facility;

(3) Name of the caller;

(4) Date and time of discharge;

(5) Date and time discharge was halted;

(6) Location of the discharge;

(7) Estimated volume of discharge;

(8) Estimated concentration of pollutants in discharge;

(9) Corrective actions taken to halt the discharge; and

(10) Method of disposal if applicable.

(b) Within five (5) working days following such discharge, the user shall, unless waived by the city, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this chapter.

11. Notification Of The Discharge Of Hazardous Waste:

(a) Any user shall notify the city, the EPA regional waste management division director, and state hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be hazardous waste under 40 CFR part 261. Such notification to the city shall be made within the appropriate time frames specified in subsection ~~s (F)4, (F)8, and~~ (F)10 (A) of this section. Notification to the state and EPA is the responsibility of the user and shall be made as required under 40 CFR section 403.12(p). The user shall copy the city on all notifications made to the state and EPA.

Such notification must include:

(1) The name of the hazardous waste as set forth in 40 CFR part 261;

(2) The EPA hazardous waste number;

(3) The type of discharge (continuous, batch, or other);

(4) An identification of the hazardous constituents contained in the wastes;

(5) An estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month;

(6) An estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months;

(7) Certification that the user has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical; and

(8) Signatory certification as required by subsection (F)6 of this section.

(b) In the case of any new regulation under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as hazardous waste, the user must notify the city, the EPA regional waste management waste division director, and state hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(c) This provision does not create a right to discharge any substance not otherwise allowed to be discharged by this chapter, a permit issued hereunder, or any applicable federal or state law.

12. Date Of Receipt Of Reports: Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States postal service, the date of the receipt of the report shall govern.

(G) Inspection And Records:

1. Records And Monitoring: Users subject to the reporting requirements of this chapter shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this chapter, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with best management practices. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the sample; the dates analyses were performed; who performed the analyses; and analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the city, or where the user has been specifically notified of a longer retention period by the city OR WHEN REQUESTED BY THE EPA.

2. Admission To Property And Access To Information:

(a) City's Entrance Into Facility: Whenever it shall be necessary for the purposes of this chapter, the city may enter upon any user's facility, property or premises subject to this chapter that is located or conducted or where records are required to be kept for the purposes of:

(1) Performing all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by industrial or other users, compliance or noncompliance with applicable pretreatment standards and requirements by a user. Compliance monitoring and inspection shall be conducted at a frequency as determined by the city and may be announced or unannounced.; PHOTO DOCUMENTATION OR ELECTRONIC RECORDING DEVICES MAY BE USED BY THE CITY DURING INSPECTION, SURVEILLANCE AND MONITORING PROCEDURES;

(2) Examining and copying any records required to be kept under the provisions of this chapter or of any other local, state or federal regulation;

(3) Inspecting any monitoring equipment or method, pretreatment system equipment and/or operation;

(4) Sampling any discharge of wastewater into POTW; and/or

(5) Inspecting any production, manufacturing, fabricating or storage area where pollutants, regulated under this chapter, could originate, be stored, or be discharged to the POTW.

(b) Occupant Assistance Required: The occupant of such property or premises shall render all proper assistance in such activities.

(c) Failure To Allow Entry: In the event the city or other duly authorized representative of the city is refused admission for any purpose, the city may cause water and/or wastewater service to the premises in question to be discontinued and other enforcement actions undertaken as allowed for under this chapter.

(H) Sample Collection And Analytical Methods:

1. Sample Collection: Compliance determinations with respect to prohibitions and limitations in this chapter may be made on the basis of either grab or composite samples of wastewater as specified by the city. Such samples shall be taken at a point or points which the city determines to be suitable for obtaining a representative sample of the discharge. Composite samples may be taken over a twenty four (24) hour period, or over a longer or shorter time span, as determined by the city to meet specific circumstances.

2. Sample Type: Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, and based on data that is representative of conditions occurring during the reporting period.

(a) Except as indicated in subsections (H)2(b) and (H)2(c) of this section, the user must collect representative wastewater samples using twenty four (24) hour flow proportional composite sampling techniques, unless time proportional composite sampling or grab sampling is required by the city. Where time proportional composite sampling or grab sampling is authorized by the city, the samples must be representative of the permitted discharge.

(b) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques. Using protocols (including appropriate preservation) specified in 40 CFR part 136 and appropriate EPA guidance, multiple grab samples collected during a twenty four (24) hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides, the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composited samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city, as appropriate. In addition, grab samples may be required to show compliance with instantaneous local limits, including pH.

(c) For sampling required in support of baseline monitoring and ninety (90) day compliance reports required in subsections (F)2 and (F)3 of this section, a minimum of four (4) grab samples must be used for pH, total phenols, oil and grease, sulfide, and volatile organic compounds for facilities for which historical representative sampling data do not exist. Where historical data are available, the city may authorize a lower minimum. For the reports required by subsection (F)1 of this section, the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

3. Analytical Requirements: All pollutant analysis, including sampling techniques, to be submitted as part of an industrial wastewater permit application, report, permit or other analyses required under this chapter shall be performed in accordance with the techniques prescribed in 40 CFR part 136 and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the city or other parties approved by the EPA.

(I) INDUSTRIAL USER PERMITS (NON-SIGNIFICANT INDUSTRIAL USERS)

(1) THE CITY MAY ISSUE A WASTEWATER CONTROL PERMIT TO ANY INDUSTRIAL USER, WHO IS NOT OTHERWISE CONSIDERED A SIGNIFICANT INDUSTRIAL USER, AND WHO IS DISCHARGING OR PROPOSES TO DISCHARGE WASTEWATER CONTAINING SUBSTANCES REGULATED UNDER SUBSECTION (C) OF THIS SECTION. THE TERMS AND CONDITIONS OF THE WASTEWATER CONTROL PERMIT SHALL BE ACCORDANCE WITH THIS CHAPTER.

(2) THE WASTEWATER CONTROL PERMIT MAY CONTAIN, AS CONDITIONS FOR DISCHARGING, REQUIREMENTS FOR TREATMENT, WASTEWATER DISCHARGE LIMITATIONS AND PROHIBITIONS, BMPS, MONITORING, SAMPLING AND ANALYSIS REQUIREMENTS, REPORTING AND RECORDKEEPING REQUIREMENTS, CONDITIONS FOR ACCESSIBLE INSPECTIONS AS REQUIRED IN 7-5-25 TO ENSURE COMPLIANCE WITH THIS CHAPTER.

(J~~I~~) Sector Control Programs:

1. General Requirements:

(a) Authority: The city may establish specific sector control programs for industrial users to control specific pollutants as necessary to meet the objectives of this chapter. Pollutants subject to these sector control programs shall be controlled using best management practices (BMPs) or by permits as determined by the city who shall establish policies for each sector control program. THE CITY MAY DELEGATE THROUGH AGREEMENT SPECIFIC SECTOR CONTROL RESPONSIBILITIES TO MUNICIPALITIES OR SANITATION DISTRICTS THAT CONTRIBUTE WASTEWATER TO THE LITTLETON-ENGLEWOOD WASTEWATER TREATMENT PLANT.

(b) Facility Identification And Compliance: The city shall establish an industrial user identification and characterization program through which users shall be identified for inclusion into applicable sector control programs. Once identified and included into one or more sector control programs, the facility shall be required to comply with each applicable program policy.

(c) Notification To The City By The User And Management Review: The city shall review new construction and existing facilities undergoing any physical change, change in ownership, change in operations, or other change that could change the nature, properties, or volume of wastewater discharge, to ensure that current sector control program policies are incorporated and implemented.

The user shall inform the city prior to:

(1) Sale or transfer of ownership of the business; or

(2) Change in the trade name under which the business is operated; or

(3) Change in the nature of the services provided that affect the potential to discharge sector control program pollutants; or

(4) Remodeling of the facility that may result in an increase in flow or pollutant loading or that otherwise requires the facility to submit plans or specifications for approval through a building or zoning department, or any other formal approval process of a city, county, or other jurisdiction.

(d) Inspections:

(1) The city may conduct inspections of any facility with or without notice for the purpose of determining applicability and/or compliance with sector control program requirements.

(2) If any inspection reveals noncompliance with any provision of a sector control program policy requirement, corrective action shall be required pursuant to the applicable sector control program policy.

(3) Inspection results will be provided in writing OR ELECTRONICALLY SUBMITTED to the facility.

(e) Closure: The city may require closure of plumbing, treatment devices, storage components, containments, or other such physical structures that are no longer required for their intended purpose. Closure may include the removal of equipment, the filling in of a void and/or cementing, capping, plugging, etc. Closure requirements shall be described for each sector control program in a respective policy.

(f) Variance: A variance as to the requirements of any sector control program for existing facilities may be granted by the city for good cause. The facility has the burden of proof of demonstrating through data and other information why a variance should be granted. In no case shall a variance result in violation of any requirement or effluent limit specified in this chapter. The granting of any variance shall be at the sole discretion of the city.

If a variance is granted, the facility shall institute best management practices and other mitigation ~~measures as outlined in the variance section of the applicable sector control program policy~~ TO ACHIEVE COMPLIANCE WITH THIS CHAPTER AS DETERMINED BY THE CITY.

(g) Enforcement And Compliance:

(1) Enforcement of this regulation is governed by the express terms herein and the enforcement provisions of subsection (~~J~~K) of this section.

(2) The city has the right to reject acceptance of any waste which may be harmful to or cause obstruction of the wastewater collection system, or which may cause or contribute to interference or pass-through or violate any local limits adopted by the city.

(3) Facility owners and lessees regulated under this section shall be jointly and severally responsible for complying with the pretreatment standard and requirements established by these requirements.

(4) Any extraordinary costs incurred by the city due to interference, damage, pass-through, or maintenance necessary in the treatment and/or collection system shall be paid by the user to the city. The direct costs of all labor, equipment and materials incurred in rectifying the interference or

damage, including reasonable attorney fees, shall be billed directly to the owner or the user by the city, and such costs shall become part of the total charges due and owing to the city and shall constitute a lien on the user until paid in full.

2. Program Descriptions:

(a) FOG (Fats, OilS, And Grease) Program Requirements: The requirements established in this section shall apply to users subject to the FOG sector control program established by the city. Nondomestic dischargers where preparation, manufacturing, or processing of food occurs include, but are not limited to, restaurants, cafes, fast food outlets, pizza outlets, delicatessens, sandwich shops, coffee shops, schools, nursing homes and other facilities that prepare, service, or otherwise make foodstuff available for consumption. These users shall install and maintain a gravity grease interceptor as directed by the city.

All facilities subject to this section must comply with the requirements in the FOG sector control program implementing policy which includes both the requirement for installation and operation of a gravity grease interceptor and the best management practices.

(1) General Control Requirements:

A. A gravity grease interceptor shall be required when, in the judgment of the city, it is necessary for the proper handling of liquid wastes which may be harmful to, or cause obstruction in the wastewater collection system or cause or contribute to interference or pass-through.

B. It shall be the responsibility of the user and owner of the property, business or industry or an authorized representative of the user to contact the city for the purpose of obtaining a plan review. The plan review shall determine the need, size, location, and other requirements of the interceptor required to control discharges into the POTW. Written approval from the city must be obtained prior to installation of the interceptor. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the city under the provisions of this chapter.

C. The design and sizing of gravity grease interceptors shall be in accordance with the FOG sector control program policy and this chapter. The gravity grease interceptor shall be designed, sized, installed, maintained and operated so as to accomplish their intended purpose of intercepting pollutants from the user's wastewater and preventing the discharge of such pollutants to the city's wastewater collection system.

D. Hydromechanical grease interceptors shall not be permitted in lieu of a gravity grease interceptor to comply with the requirements of this chapter UNLESS EXPRESSLY AUTHORIZED BY THE CITY.

E. Toilets, urinals and similar fixtures shall not discharge waste through a gravity grease interceptor. Such fixtures shall be plumbed directly into the building sewer and waste system.

F. All fixtures not equipped with a garbage disposal (garbage grinder) which are connected to a gravity grease interceptor shall be equipped with a fixed or removable mesh or screen which shall catch garbage and food debris and prevent it from entering the gravity grease interceptor.

G. The user must ensure interceptors are easily accessible for inspection, cleaning, and removal of FOG.

H. The user must maintain interceptors at their expense and keep in efficient operating condition at all times~~ by the regular removal of accumulated FOG~~.

(2) Required Maintenance:

A. G~~ravity g~~rease interceptors shall be maintained by regularly scheduled cleaning so that they will properly operate as intended to efficiently intercept the fats, oil and grease from the FOG facility's wastewater and prevent the discharge of said materials into the city's wastewater collection system. ~~A gravity grease interceptor shall be serviced at a minimum every ninety (90) days, or more often as provided in the FOG sector control program policy~~ MAINTENANCE FREQUENCY SHALL BE IN ACCORDANCE WITH THE FOG SECTOR CONTROL PROGRAM POLICY .

~~B. The city may require more frequent cleaning than that prescribed in subsection (I)2(a)(2)A of this section. A variance from the requirement in subsection (I)2(a)(2)A of this section may be obtained if the user can demonstrate less frequent cleaning is sufficient.~~

~~C~~B. Maintenance of ~~gravity~~ grease interceptors shall be done in a workmanlike manner only by a business/professional normally engaged in the servicing of such plumbing fixtures.

~~D~~C. In the event an interceptor is not properly maintained by the user, owner, lessee, or other authorized representative of the facility, the city may authorize such maintenance work be performed on behalf of the user. The costs of such maintenance shall be billed directly to the user and shall become part of the charges due and owing to the city and shall constitute a lien against the property until paid in full.

~~E~~D. Biological treatment or enzyme treatment shall not be a substitute for the servicing of gravity grease interceptors at the frequency determined by the city. Use of enzymes to emulsify FOG is prohibited. THE DIRECT ADDITION OF ANY ENZYME OR CHEMICAL, MICROBIAL AGENT TO A GGI IS PROHIBITED.

~~F~~E. ~~The user must document each pump out with a waste manifest or trip ticket which must be kept on site for at least three (3) years.~~ALL RECORDS, RECEIPTS, AND MANIFESTS OF GGI MAINTENANCE, REMOVAL OF GGI CONTENTS, AND OFF-SITE HAULING OF FOG WASTE INCLUDING WASTE GREASE BIN CONTENTS SHALL REMAIN ON THE PREMISES OR MADE ACCESSIBLE FOR REVIEW BY THE CITY AT ANY TIME FOR A MINIMUM OF THREE (3) YEARS. THE CITY MAY REQUIRE A USER TO SUBMIT COPIES OF ALL RECORDS, RECEIPTS, AND MANIFESTS OF GGI AND/OR WGB MAINTENANCE, REMOVAL OF GGI AND/OR WGB CONTENTS, AND OFF-SITE HAULING OF FOG WASTE.

F. THE USER IS RESPONSIBLE FOR ENSURING THAT COMPANIES USED FOR THE REMOVAL AND TRANSPORT OF GREASE WASTE FROM A GREASE INTERCEPTOR ARE PROPERLY REGISTERED WITH THE STATE.

G. The user must take reasonable steps to assure that all waste is properly disposed of at a facility in accordance with federal, state and local regulations (i.e., through a certification by the hauler included on the waste manifest or trip ticket for each load).

(b) POGS (Petroleum Oil, Grease ~~A~~And Sand~~ Interceptor~~) PROGRAM Requirements: The requirements established in this section shall apply to users subject to the POGS program requirements established by the city.

Nondomestic dischargers where work or service is performed includes automotive service, machine

shops, STONE CUTTERS, automotive care centers, PAINT/auto body AND DETAIL shops, car washes, or any other facility that generates sand, SOLVENTS, petroleum oil, grease or other petroleum product, grit, gravel or other aggregate that may discharge into a wastewater collection system. Access to the wastewater collection system is often via floor drains located inside shop areas that are not limited to nonpolluting wastewater sources; such drains must be connected to a sand/oil interceptor.

All users subject to this section must comply with the requirements in the POGS sector control program implementing policy which includes both the requirement for installation and operation of a sand/oil interceptor and the best management practices.

(1) General Control Requirements:

A. A sand/oil interceptor shall be required when, in the judgment of the city, it is necessary for the proper handling of ~~liquid~~ wastes which may be harmful to, or cause obstruction in the wastewater collection system or cause or contribute to interference or pass-through.

B. It shall be the responsibility of the user and owner of the property, business or industry or an authorized representative of the user to contact the city for the purpose of obtaining a plan review. The plan review shall determine the need, size, location, and other requirements of the interceptor required to control discharges into the POTW. Written approval from the city must be obtained prior to installation of the interceptor. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the city under the provisions of this chapter.

C. The design and sizing of sand/oil interceptors shall be in accordance with the POGS sector control program policy and this chapter. The sand/oil interceptor shall be designed, sized, installed, maintained and operated so as to accomplish their intended purpose of intercepting pollutants from the user's wastewater and preventing the discharge of such pollutants to the city's wastewater collection system.

D. Upon change of ownership of any existing facility which would be required to have an interceptor under this section, the applicant for sanitary sewer service shall have the burden to demonstrate that a properly sized and functioning sand/oil interceptor is installed.

E. Toilets, urinals and similar fixtures shall not discharge waste through a sand/oil interceptor. Such fixtures shall be plumbed directly into the building sewer and waste system.

F. The user shall ensure interceptors are easily accessible for inspection, cleaning, and removal of POGS.

G. The user ~~shall~~MUST maintain interceptors at their expense and keep in efficient operating condition at all times ~~by the regular removal of POGS~~.

H. BIOLOGICAL TREATMENT OR ENZYME TREATMENT SHALL NOT BE A SUBSTITUTE FOR THE SERVICING OF SAND/OIL INTERCEPTORS AT THE FREQUENCY DETERMINED BY THE CITY. USE OF ENZYMES TO EMULSIFY PETROLEUM OILS AND GREASE IS PROHIBITED. THE DIRECT ADDITION OF ANY ENZYME OR CHEMICAL, MICROBIAL AGENT TO A SAND/OIL INTERCEPTOR IS PROHIBITED.

(2) Required Maintenance:

A. Sand/oil interceptors shall be maintained by regularly scheduled cleaning so that they will properly operate as intended to efficiently intercept the sand and oil from the ~~POGS~~ facility's wastewater and prevent the discharge of said materials into the city's wastewater collection system. ~~A sand/oil interceptor shall be serviced at a minimum once every year, or more often as provided in the POGS sector control program policy.~~ MAINTENANCE FREQUENCY SHALL BE IN ACCORDANCE WITH THE POGS SECTOR CONTROL PROGRAM POLICY.

~~B. The city may require more frequent cleaning than prescribed in subsection (I)2(b)(2)A of this section. A variance from the requirement in subsection (I)2(b)(2)A of this section may be obtained when the user can demonstrate less frequent cleaning is sufficient.~~

~~C~~B. Maintenance of sand/oil interceptors shall be done in a workmanlike manner only by a business/professional normally engaged in the servicing of such plumbing fixtures.

~~D~~C. In the event an interceptor is not properly maintained by the user, owner, lessee, or other authorized representative of the facility, the city may authorize such maintenance work be performed on behalf of the facility. The costs of such maintenance shall be billed directly to the customer and shall become part of the charges due and owing to the city and shall constitute a lien against the property until paid in full.

~~E~~D. The user must document each pump out with a waste manifest or trip ticket which must ~~be kept on site~~REMAIN ON THE PREMISES ~~for at least~~ OR MADE ACCESSIBLE FOR REVIEW BY THE CITY AT ANY TIME FOR A MINIMUM OF three (3) years.

~~F~~E. The user must take reasonable steps to assure that all waste is properly disposed of at a facility in accordance with federal, state and local regulations (i.e., through a certification by the hauler included on the waste manifest or trip ticket for each load).

~~(c) Silver Sector Control Program: The requirements established in this section shall apply to users subject to the silver sector control program requirements established by the city including, but not limited to, photo processing activities, X-ray processing activities, and printing/publishing activities that generate wastewaters with elevated concentrations of silver.~~

~~(1) General Control Requirements:~~

~~A. Users affected by this section shall be required to implement a silver recovery option as stated in the silver sector control program policy.~~

~~B. Control efficiency requirements shall be determined by quantity of process wastewater generated, as specified in the silver sector control program policy.~~

~~C. Control options shall be implemented in accordance with requirements in the silver sector control program policy.~~

~~(2) Required Maintenance And Recordkeeping:~~

~~A. Users are required to install and maintain silver recovery equipment in accordance with manufacturer's recommendations.~~

~~B. Users are required to maintain on site records documenting servicing and maintenance of the silver recovery equipment and waste management activities. These records shall be retained for a minimum of three (3) years.~~

~~(d) Mercury Sector Control Program: The city may establish specific best management practices (BMPs) for industrial users to control discharges of mercury to the POTW, as necessary, to meet the objectives of this chapter. These BMPs shall be required through permit, where necessary, for significant industrial user and by permit, order or other means for nonsignificant industrial users.~~

~~(e) Nonylphenol Sector Control Program: The city may establish specific best management practices (BMPs) for industrial users to control discharges of nonylphenol to the POTW, as necessary, to meet the objectives of this chapter. These BMPs shall be required through permit, where necessary, for significant industrial user and by permit, order or other means for nonsignificant industrial users.~~

~~(f)~~(c) Trucked And Hauled Septage:

(1) General Requirements: The requirements established in this section shall apply to operators of companies subject to the trucked and hauled septage sector control program requirements established by the city. Users who dispose of trucked and hauled septage waste at the POTW's septage waste receiving facility (SWRF) shall obtain a permit to do so.

(2) General Control Requirements:

A. All users proposing to discharge trucked and hauled septage wastes shall apply for and obtain the required SWRF permit from the ~~city~~POTW. A USER WITH AN EXPIRING SWRF PERMIT SHALL APPLY FOR A NEW PERMIT BY SUBMITTING A COMPLETE PERMIT APPLICATION AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE USER'S EXISTING SWRF PERMIT.

B. SWRF permits are ~~nontransferable and may be revoked at the city's discretion.~~ ISSUED TO THE USER FOR A SPECIFIC OPERATION. PERMITS CANNOT BE REASSIGNED, TRANSFERRED, SUBLET OR SOLD TO A NEW USER, DIFFERENT PREMISES OR A NEW OR CHANGED OPERATION.

~~C. Users of the SWRF are responsible for supplying the correct size cam lock fitting and length of hose to ensure proper, spill free discharge.~~

~~D~~C. The city shall establish standards and requirements that shall be met prior to the discharge of trucked and hauled septage wastes to the POTW.

D. SWRF PERMITS MAY BE MODIFIED, SUSPENDED OR REVOKED IN WHOLE OR IN PART WITH CAUSE AS DETERMINED BY THE POTW.

E. Any violation of the terms and conditions of an SWRF permit, failure to apply for an SWRF permit as required, or discharging without a required SWRF permit shall be deemed a violation of this chapter and subjects the hauler to the sanctions set out in subsection ~~(~~KJ) of this section. Obtaining an SWRF permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements.

F. The city has the right to reject any waste which may be harmful to or cause obstruction of the wastewater collection system, or which may cause or contribute to interference or pass-through or

violate any local limits adopted by the city. THE DISCHARGE OF INDUSTRIAL OR COMMERCIAL WASTE THROUGH THE SEPTAGE WASTE PROGRAM IS PROHIBITED.

~~G. Fees and charges for disposal of trucked and hauled septage waste are specified at section 7-5-20 of this chapter.~~

(~~J~~K) Compliance And Enforcement:

1. Enforcement Response Plan: The city may adopt policies and procedures as set forth in the city's enforcement response plan for carrying out the provisions of this chapter, provided that such policies and procedures are not in conflict with this chapter or any applicable state or federal law or regulation.

2. Publication Of Users In Significant Noncompliance: The city shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the significant industrial users which, at any time during the previous twelve (12) months, were in significant noncompliance (subsection (B) of this section) with applicable pretreatment standards and requirements. In addition, any user found to be in significant noncompliance with subsection 3, 4 or 8 of the definition of "significant noncompliance (SNC)", subsection (B) of this section, shall also be published in the newspaper.

3. Administrative Enforcement Actions:

(A) VERBAL NOTIFICATION. WHEN THE CITY FINDS A USER HAS COMMITTED A MINOR ISOLATED VIOLATION OF A SECTOR CONTROL PROGRAM, THE CITY MAY NOTIFY THE USER INFORMALLY THROUGH A PHONE CALL OR IN PERSON. VERBAL NOTIFICATIONS RELATED TO ENFORCEMENT OR THE INVESTIGATION OF SUSPECTED VIOLATIONS ARE DOCUMENTED IN WRITING AND PLACED IN THE RESPECTIVE INDUSTRIAL USER FILE.

(B) WARNING LETTER. WHEN THE CITY FINDS A USER HAS COMMITTED A MINOR ISOLATED VIOLATION OF ANY PROVISION OF THIS CHAPTER OR AN INDUSTRIAL WASTEWATER PERMIT, THE CITY MAY SERVE UPON THE USER A WRITTEN WARNING LETTER. WARNING LETTERS MAY BE ISSUED AS FOLLOW-UP CORRESPONDENCE TO VERBAL NOTIFICATIONS OR IN LIEU OF VERBAL NOTIFICATIONS.

(C) NOTICE OF NON-COMPLIANCE. WHEN THE CITY FINDS A USER HAS VIOLATED REQUIREMENTS OF A SECTOR CONTROL PROGRAM, THE CITY MAY SERVE UPON THE USER A WRITTEN NOTICE OF NON-COMPLIANCE CONTAINING CORRECTIVE ACTIONS AND A SCHEDULE FOR COMPLETING THE CORRECTIVE ACTION IN ACCORDANCE WITH THE SECTOR CONTROL PROGRAM POLICY.

(~~a~~D) Notice Of Violation (NOV): When the city finds that a user has violated, or continues to violate, any provision of this chapter, an industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement, the city may serve upon the user a written notice of violation. ~~Within five (5) working days of the receipt of such notice,~~ NOTICE OF VIOLATIONS MAY INCLUDE CONDITIONS AND REQUIREMENTS TO ADDRESS THE VIOLATION INCLUDING an explanation of the violation and a plan for the satisfactory correction of~~f~~R prevention thereof~~,~~. WITHIN A TIME-FRAME ESTABLISHED BY THE CITY, A WRITTEN PLAN to include specific required actions, shall be submitted by the user to the city. Submission of such a plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section

shall limit the authority of the city to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(~~b~~E) Administrative Compliance Order: When the city finds that a user has violated, or continues to violate, any provision of this chapter, an industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement, the city may issue an order to the user responsible for the discharge directing that the user come into compliance within a specific time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain ADMINISTRATIVE FINES AND/OR other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(~~c~~F) Consent Orders: The city may enter into consent orders, assurances of compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents shall include specific actions to be taken by the user to correct the noncompliance within a time period specified by the document. A consent order may include penalties, supplemental environmental projects, or other conditions and requirements as agreed to by the city and the user.

(~~d~~G) Show Cause Hearing:

(1) The city may order a user which has violated, or continues to violate, any provision of this chapter, an industrial wastewater permit, an order issued hereunder, or any other pretreatment standard or requirement, to appear before the city and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any authorized representative of the user as defined in subsection (B) of this section. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

(2) The city may conduct the hearing and take the evidence, or may designate a representative to:

A. Issue in the name of the city notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in any such hearings;

B. Take the evidence;

C. Transmit a report of the evidence and hearing to the city, including transcripts and other evidence, together with recommendations for action thereon.

(3) At any public hearing, testimony taken before the hearing authority or any person designated by it shall be recorded. The transcript so recorded will be made available to any member of the public or any party to the hearing upon payment of the usual charges therefor.

(4) Upon review of the evidence by the city, the city shall make written findings of fact and conclusion upholding, modifying or striking the proposed enforcement action.

(~~e~~H) Administrative Fines:

(1) When the city finds that a user has violated, or continues to violate, any provision of this chapter, an industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement, the city may fine such user in an amount not to exceed five thousand dollars ($5,000.00) per day per violation. Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long term average discharge limits, fines shall be assessed for each day during the period of violation.

(2) IN DETERMINING THE AMOUNT OF ADMINISTRATIVE FINE, THE CITY SHALL TAKE INTO ACCOUNT ALL RELEVANT CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, THE IMPACT OR THREAT TO THE POTW, WORKER AND PUBLIC HEALTH, OR THE ENVIRONMENT AS A RESULT OF THE VIOLATION, THE MAGNITUDE AND DURATION OF THE VIOLATION, ANY ECONOMIC BENEFIT GAINED THROUGH THE USER'S VIOLATION, COMPLIANCE HISTORY AND GOOD FAITH ACTIONS BY THE USER, AND ANY OTHER FACTOR AS JUSTICE REQUIRES.

(3) THE CITY MAY SEEK COMPLIANCE HISTORY FROM OTHER LOCAL, STATE, OR FEDERAL SOURCES AS IT RELATES TO THE PROVISIONS OF THIS CHAPTER.

(4) THE CITY PRESERVES ALL RIGHTS UNDER APPLICABLE LAW TO FILE A CLAIM IN A COURT OF COMPETENT JURISDICTION TO RECOVER LIABILITIES IN EXCESS OF THE ADMINISTRATIVE FINE THRESHOLD.

(~~2~~5) A lien against the user's property shall be sought for unpaid charges, fines, and penalties.

(~~3~~6) Users desiring to appeal such fines must file a written request for the city to reconsider the fine along with full payment of the fine amount within fifteen (15) days of being notified of the fine. Such notice of appeal shall set forth the nature of the order or determination being appealed, the date of such order or determination, the reason for the appeal, and request a hearing pursuant to procedures outlined in subsection ~~(J)3(d)~~ (K)3(G) of this section.

(~~4~~7) Issuance of an administrative fine shall not be a bar against, or prerequisite for, taking any other action against the user.

4. Judicial Enforcement Remedies:

(a) Injunctive Relief: When the city finds that a user has violated, or continues to violate, any provision of this chapter, an industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement, the city may petition the appropriate court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the industrial wastewater permit, order, or other requirement imposed by this chapter on activities of the user. The city may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

(b) Suspension Of Service:

(1) The director may suspend wastewater treatment service when such suspension is necessary, in the opinion of the director, to stop an actual or threatened discharge which presents or may present an

imminent or substantial endangerment to the health or welfare of persons, to the environment, causes interference to the POTW, or causes the POTW to violate any condition of its CDPS permit.

(2) Any user notified of suspension of its wastewater treatment service and/or his/her wastewater contribution permit shall immediately stop or eliminate the discharge. In the event of a failure of the user to comply voluntarily with the suspension order, or in the event notification has been attempted but not accomplished, the director may take such steps as deemed necessary, including the entry onto private property, for the purpose of immediately severing the sewer connection or otherwise ceasing the flow, to prevent or minimize damage to the POTW or endangerment to any individual. Neither the POTW, the city, the director, nor their officers, agents or employees, shall be liable for any damages resulting from any such entry or flow cessation. The director may reinstate the wastewater treatment service upon proof of the elimination of the noncomplying discharges. The user shall pay all POTW costs and expenses for any such suspension and restoration of service. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the director within fifteen (15) days of the date of occurrence.

(c) Civil Penalties:

(1) A user who has violated, or continues to violate, any provision of this chapter, an industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the city for a maximum civil penalty not to exceed five thousand dollars ($5,000.00) per day per violation. In the case of a monthly or other long term average discharge limit, penalties shall accrue for each day during the period of violation.

(2) The city may recover reasonable attorney fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the city.

(3) In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

(d) Criminal Prosecution: A user who wilfully or negligently violates any provision of this chapter or wilfully, negligently introduces any substance into the POTW which causes personal injury or property damage or knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed or required to be maintained, an industrial wastewater permit or order issued hereunder, or any other pretreatment standard or requirement, shall upon conviction, be guilty of a misdemeanor, punishable by a fine not to exceed five thousand dollars ($5,000.00) per day per violation and be subject to imprisonment for not more than one year, or both.

(e) Remedies Nonexclusive: The remedies provided for in this chapter are not exclusive of any other remedies that the city may have under the provisions of ~~Colorado~~FEDERAL AND STATE law. The city may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the enforcement

response plan. However, the city may take other action against any user when the circumstances warrant and may take more than one enforcement action against any noncompliant user.

5. Supplemental Enforcement Actions:

(a) Performance Bonds: The city may decline to issue or reissue an industrial wastewater permit to any user who has failed to comply with any provision of this chapter, a previous industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement, unless such user first files a satisfactory bond, payable to the city of Littleton, in a sum not to exceed a value determined by the city to be necessary to assure consistent compliance.

(b) Liability Insurance: The city may decline to issue or reissue an industrial wastewater permit to any user who has failed to comply with any provision of the permit or order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

(c) Payment Of Outstanding Fees And Penalties: The city may decline to issue or reissue an industrial wastewater permit to any user who has failed to pay any outstanding fees, fines or penalties incurred as a result of any provision of this chapter, a previous industrial wastewater permit, or order issued hereunder.

(d) Public Nuisances: A violation of any provision of this chapter, an industrial wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the city. Any person(s) creating a public nuisance shall be subject to the provisions of this code governing such nuisances, including reimbursing the city for any costs incurred in removing, abating, or remedying said nuisance.

6. Affirmative Defenses To Discharge Violations:

(a) Upset:

(1) For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

(2) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of subsection (~~J~~K)6(a)(3) of this section are met.

(3) A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

A. An upset occurred and the user can identify the cause(s) of the upset;

B. The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures; and

C. The user has submitted the following information to the city within twenty four (24) hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within 5 days):

i. A description of the indirect discharge and cause of noncompliance;

ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

iii. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

(4) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have burden of proof.

(5) Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

(6) Users shall control ~~(decrease)~~ production o~~f~~R all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of treatment facility is reduced, lost or fails.

(b) Prohibited Discharge Standards: A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general and specific prohibitions in subsection (C)1 of this section if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass-through or interference and that either:

(1) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass-through or interference; or

(2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the city was regularly in compliance with its CDPS permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements, or

(3) The user disclosed the pollutants causing the violation in the wastewater permit application.

(C) BYPASS

(1) FOR THE PURPOSES OF THIS SECTION, BYPASS MEANS THE INTENTIONAL DIVERSION OF WASTESTREAMS FROM ANY PORTION OF A USER'S TREATMENT FACILITY. SEVERE PROPERTY DAMAGE MEANS SUBSTANTIAL PHYSICAL DAMAGE TO PROPERTY, DAMAGE TO THE TREATMENT FACILITIES WHICH CAUSES THEM TO BECOME INOPERABLE, OR SUBSTANTIAL AND PERMANENT LOSS OF NATURAL RESOURCES WHICH CAN REASONABLY BE EXPECTED TO OCCUR IN THE ABSENCE OF A BYPASS. SEVERE PROPERTY DAMAGE DOES NOT MEAN ECONOMIC LOSS CAUSED BY DELAYS IN PRODUCTION.

(2) A USER MAY ALLOW ANY BYPASS TO OCCUR WHICH DOES NOT CAUSE PRETREATMENT STANDARDS OR REQUIREMENTS TO BE VIOLATED, BUT ONLY IF IT ALSO IS FOR ESSENTIAL MAINTENANCE TO ASSURE EFFICIENT OPERATION. THESE BYPASSES ARE NOT SUBJECT TO THE PROVISION OF PARAGRAPHS (3) AND (4).

(3) BYPASS NOTIFICATIONS

A. IF A USER KNOWS IN ADVANCE OF THE NEED FOR A BYPASS, IT SHALL SUBMIT PRIOR NOTICE TO THE CITY, AT LEAST TEN (10) DAYS BEFORE THE DATE OF THE BYPASS, IF POSSIBLE.

B. A USER SHALL SUBMIT ORAL NOTICE TO THE CITY OF AN UNANTICIPATED BYPASS THAT EXCEEDS APPLICABLE PRETREATMENT STANDARDS WITHIN TWENTY-FOUR (24) HOURS FROM THE TIME IT BECOMES AWARE OF THE BYPASS. A WRITTEN SUBMISSION SHALL ALSO BE PROVIDED WITHIN FIVE (5) DAYS OF THE TIME THE USER BECOMES AWARE OF THE BYPASS. THE WRITTEN SUBMISSION SHALL CONTAIN A DESCRIPTION OF THE BYPASS AND ITS CAUSE; THE DURATION OF THE BYPASS, INCLUDING EXACT DATES AND TIMES, AND, IF THE BYPASS HAS NOT BEEN CORRECTED, THE ANTICIPATED TIME IT IS EXPECTED TO CONTINUE; AND STEPS TAKEN OR PLANNED TO REDUCE, ELIMINATE, AND PREVENT REOCCURRENCE OF THE BYPASS. THE CITY MAY WAIVE THE WRITTEN REPORT ON A CASE-BY-CASE BASIS IF THE ORAL REPORT HAS BEEN RECEIVED WITHIN TWENTY-FOUR (24) HOURS.

(4) BYPASS IS PROHIBITED, AND THE CITY MAY TAKE AN ENFORCEMENT ACTION AGAINST A USER FOR A BYPASS, UNLESS:

A. BYPASS WAS UNAVOIDABLE TO PREVENT LOSS OF LIFE, PERSONAL INJURY, OR SEVERE PROPERTY DAMAGE;

B. THERE WERE NO FEASIBLE ALTERNATIVES TO THE BYPASS, SUCH AS THE USE OF AUXILIARY TREATMENT FACILITIES, RETENTION OF UNTREATED WASTES, OR MAINTENANCE DURING NORMAL PERIODS OF EQUIPMENT DOWNTIME. THIS CONDITION IS NOT SATISFIED IF ADEQUATE BACK-UP EQUIPMENT SHOULD HAVE BEEN INSTALLED IN THE EXERCISE OF REASONABLE ENGINEERING JUDGMENT TO PREVENT A BYPASS WHICH OCCURRED DURING NORMAL PERIODS OF EQUIPMENT DOWNTIME OR PREVENTIVE MAINTENANCE; AND

C. THE USER SUBMITTED NOTICES AS REQUIRED UNDER PARAGRAPH (3).

(5) THE CITY MAY APPROVE AN ANTICIPATED BYPASS, AFTER CONSIDERING ITS ADVERSE EFFECTS, IF THE CITY DETERMINES THAT IT WILL MEET THE THREE CONDITIONS LISTED IN PARAGRAPH (4).

(~~K~~L) Recovery Of Costs:

1. Separate Fees: It is the purpose of this section to provide for the recovery of costs from users of the city's wastewater disposal system for the implementation of the program established herein. These fees relate solely to the matters covered by these industrial pretreatment program regulations and are separate from all other fees chargeable by the city.

2. Additional Charges: The city may adopt charges and fees that may include:

(a) Fees for reimbursement of costs of setting up and operating the POTW's pretreatment program;

(b) Fees for INDUSTRIAL USER IDENTIFICATION, monitoring, inspections and surveillance procedures;

(c) Fees for reviewing spill prevention and control procedures and construction;

(d) Fees for permit issuance, including public notice costs;

(e) Fees for filing appeals;

(f) Fees for consistent removal of pollutants otherwise subject to federal pretreatment standards;

(g) Fees for the cost of publication in the newspaper for annual significant noncompliance notifications; and

(h) Other fees as the city may deem necessary to carry out the requirements contained herein.

3. Civil Fine Pass-Through: In the event that a user discharges such pollutants which cause the city to violate any condition of its CDPS permit and the city is fined by EPA or the state for such violation, then such user shall be fully liable for the total amount of the fine assessed against the city by EPA and/or the state.

4. Industrial Surcharge Cost Recovery: Industries that are permitted as significant industrial users OR HAVE BEEN ISSUED A WASTEWATER CONTROL DISCHARGE PERMIT and ~~that~~ discharge wastewater with BOD, COD and/or TSS in excess of normal domestic strength wastewater (subsection (B) of this section) will be charged for the cost of handling and treatment of these wastes as specified in section 7-5-20 of this chapter. The use of surcharges does not permit the user to otherwise exceed any prohibitions, local limits, or BMPs specified at subsection (C) of this section or any federal and state pretreatment standards or requirements. (Ord. 8, Series of 2009)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: CRS 24-72-101 et seq.

LITTLETON/ENGLEWOOD
WASTEWATER TREATMENT PLANT
2900 S. Platte River Drive
Englewood, Colorado 80110
(303) 762-2600
FAX 762-2620

City of Littleton

City of Englewood

Littleton/Englewood Wastewater Treatment Plant Pretreatment Division Fee Evaluation Study (April 2016, updated March 2017)

Per Littleton City Code 7-5-25 (K) & Englewood Municipal Code 12-2-5 (J) "Recovery of Costs":

1. *It is the purpose of this section to provide for the recovery of costs from users of the City's wastewater disposal system for the implementation of the program established herein. These fees relate solely to the matters covered by these Industrial Pretreatment Program Regulations and are separate from all other fees chargeable by the City.*
2. *The City may adopt charges and fees that may include:*
   a. *Fees for reimbursement of costs of setting up and operating the POTW's pretreatment program;*
   b. *Fees for monitoring, inspections and surveillance procedures;*
   c. *Fees for reviewing spill prevention and control procedures and construction;*
   d. *Fees for permit issuance, including public notice costs;*
   e. *Fees for filing appeals;*
   f. *Fees for consistent removal of pollutants otherwise subject to Federal Pretreatment Standards;*
   g. *Fees for the cost of publication in the newspaper for annual Significant Non-Compliance notifications; and*
   h. *Other fees as the City may deem necessary to carry out the requirements contained herein.*

The Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) Industrial Pretreatment Division (Division) has prepared this document to provide information pertaining to proposed fee revisions applicable to commercial businesses, sanitation districts, and septic waste haulers in the L/E WWTP service area. The purpose of the proposed fees and unit rate increase for septic haulers is to provide an equitable distribution of costs to fully cover the expenses incurred by the cities to treat hauled wastes and the costs of implementing the pretreatment program.

The Division has identified the following as proposed changes/additions to current programs or policies:

1. Evaluating current fees for the treatment of hauled wastes and implementation of the L/E WWTP Septic Waste Program.
2. Adding a fee structure including penalties to cover the costs of re-inspections for industrial users failing to remedy violation(s) identified during sector control inspections.

3. Adding a fee structure for providing sector control inspection services for sanitation districts located outside of Littleton and Englewood City boundaries
4. Expand the existing surcharge program to recover costs of treating excess strength wastewater from industrial users.

Septic Waste Fees and Charges:

The current unit rate of $0.06/gallon was established in 1996 and was based on treatment costs of normal strength domestic wastewater times a multiplier based on pollutant concentrations in hauled septage.

Wastewater treatment costs have increased from $0.64/1000 gallons in 1996 to $1.59/1000 gallons in 2015, an increase of approximately 150 percent (operations and maintenance only).

Septic receiving station rate structures for area municipalities include the following:

- L/E WWTP – $0.06 / gallon
- Colorado Spring Utility - $0.0725 / gallon
- City of Fort Collins - $0.113 /gallon
- Metro Wastewater - $0.10 /gallon

Recommendation:
A proposed unit rate increase from $0.06/gallon to $0.09/gallon will recover additional costs and still be consistent with rates charged by other large wastewater utilities on the Colorado front range.

Re-inspection Fee:

Proposal to establish a $100 re-inspection fee for non-compliant commercial and industrial users.

The Division performs approximately 800 inspections per year at locations including food establishments, automobile service and repair shops, and car or truck washes. The purpose of these sector control inspections is to minimize the loading of animal/vegetable fats, oils, and grease (FOG) or the loading of petroleum oil, grease, and sand (POGS) from entering the collection system and the wastewater treatment plant at the source. FOG and POGS can contribute to sewer blockages, interfere with equipment and processes at the wastewater treatment, or cause pass-through of pollutants into the South Platte River and municipal sewage sludge.

Approximately 25% of inspections result in required corrective actions such as the requirement to pump out a grease or sand/oil interceptor or adherence to best management practices such as chemical storage.

Follow-up inspections are performed to verify that the corrective actions have been completed. A majority of the follow-up inspections result in the facility being in compliance. Issues arise when facilities choose to neglect the requirements and sometimes result in multiple follow-up inspections and escalated enforcement actions.

Currently the following sanitation districts charge re-inspection fees to industrial users located within their districts (note that these sanitation districts hire contractors to perform inspection services):

South Arapahoe Sanitation District - $75 re-inspection fee
Grant Water & Sanitation District - $150 fee for failed inspection

Recommendation:
The Division would like to implement a fee/penalty structure to recover the costs of performing re-inspections and promote compliance, as follows:

- Violation of Sector Control Policy – Initial Violation, Notice of Non-Compliance with compliance deadline per sector control policy.
- Follow-up Inspection if failure to correct violation after Issuance of Initial Notice of Non-Compliance, 2nd Notice of Non-Compliance with compliance deadline per sector control policy.
- Failure to correct Violation after 2nd Notice of Non-Compliance , Notice of Violation issued plus additional $100 Re-Inspection Fee may be assessed. Re-Inspection Fees may be assessed for each inspection required until completion of violation remedy.

The intent of the re-inspection fee is to motivate the business owner to be self-compliant, protect the wastewater treatment plant, cover the costs to the city for labor and equipment expenses, and eliminate the economic benefit gained by the business owner by not performing corrective actions.

Inspection Fees Charged to Sanitation Districts:

Proposal to establish a fee of $50 per sector control inspection performed by the City on behalf of a connecting sanitation district.

Per the ADDENDUM TO WASTEWATER CONNECTOR'S AGREEMENT for Sanitation Districts with Industrial Users,

> *The City shall have the right to charge a reasonable inspection fee to District for any inspection related to industrial users within the District.*
>
> *In the event that the District does not perform FOG or POGS programs the parties agree that the City shall perform and be responsible for the administration of these programs, as well as the remaining Sector Control Programs. The City shall have the right to charge a reasonable inspection fee to District for any inspection related to industrial users or nondomestic users within the District.*

The proposed fee establishes a reasonable fee to cover typical labor and equipment costs incurred by the City when performing inspections.

The following sanitation districts charge inspection fees to industrial users located within their districts (note that these sanitation districts hire contractors to perform inspection services):

South Arapahoe Sanitation District - $150 annual Inspection fee
Grant Water & Sanitation District - $60 fee per inspection

The Division attempts to group inspections by geographic areas to reduce travel time and vehicle costs. A normal inspection involves removing manhole lids on pretreatment devices such as gravity grease interceptors and sand/oil interceptors and measuring the waste contents versus device capacity. A facility walk-through occurs with the owner/manager and best management practices are observed and discussed. The goal is to minimize the amount of or reduce the risk of obstructive or destructive waste material from entering the sanitary sewer system. Inspection results are provided to the business owner/manager. A typical inspection takes approximately 45 minutes not including inspection preparation time. Average labor rates for an inspector, including benefits are $40 - $50/hour.

Recommendation:
The Division would like to implement the inspection fee to recover the labor and equipment costs of performing re-inspections and to establish the fee to an amount to motivate the sanitation districts to self-perform the inspections.

Industrial Surcharge Wastewater Treatment Cost Recovery:

Currently the City implements a surcharge program applicable to industries that are permitted as Significant Industrial Users for the treatment of wastewater with BOD, COD and/or TSS in excess of normal domestic strength wastewater. The cost of handling treatment of these wastes calculated based upon the net excess loading. The surcharge program allows for an equitable means of distributing the costs of wastewater treatment.

The current surcharge program only allows the city to surcharge permitted Significant Industrial Users (SIUs). SIUs fall under the requirements of 40 CFR part 403 including extensive reporting, monitoring, treatment, and permitting requirements.

The L/E WWTP has proposed adding to the municipal codes a lower tier control mechanism (Wastewater Control Permit) applicable to industrial users that discharge high strength wastewater that would not subject the industrial user to 40 CFR Part 403 requirements. The L/E WWTP also has proposed municipal code language changes that would allow for the ability to surcharge facilities operating under the lower tier permit.

With the newly established nutrient regulations established by the State, additional treatment and expense will be required to remove phosphorous, ammonia, nitrate, and nitrates from the wastewater prior to discharge from the L/E WWTP. The L/E WWTP is evaluating the inclusion of these nutrients into the surcharge formula.

The Pretreatment Division is performing additional sampling throughout the service area to determine point sources of high nutrient loading into the sanitary sewer system including

conventional pollutants such as BOD, COD, and TSS along with nutrient loading. Once industrial users have been identified as being sources of high strength wastewater a lower tier permit can be issued and a surcharge for the recovery of treatment costs can be applied.

Recommendation:
The Division would like to revise the Municipal Code to include the ability to surcharge Industrial Users who are not considered to be SIUs. Surcharge rates would be assessed consistent with rates charged to SIUs.

COUNCIL COMMUNICATION

TO:	Mayor and Council
FROM:	Tom Brennan
DEPARTMENT:	Utilities
DATE:	April 3, 2017
SUBJECT:	Municipal Code Changes - Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) Industrial Pretreatment Revisions

DESCRIPTION:
Municipal Code Changes - Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) Industrial Pretreatment Revisions

RECOMMENDATION:
The Water and Sewer Board, at their March 14, 2017 meeting, recommended Council approval of Ordinance changes to Title 12, Chapter 2.

PREVIOUS COUNCIL ACTION:
There is no previous Council action.

SUMMARY:
The proposed changes will incorporate revisions required by EPA to the Industrial Pretreatment program, the 2016 EPA Pretreatment Compliance Inspection, the Industrial Pretreatment Streamlining Rule and staff recommended changes regarding fees for inspections, re-inspections and septic receiving station rates.

ANALYSIS:
The proposed changes will more clearly define legal authority to implement pretreatment regulations and to align with existing operating procedures. Industrial pretreatment responsibilities will be delegated to the saniation district that contributes wastewater to the L/EWWTP and will clarify the definition of "bypass" to EPA's definition.

Provisions will be added to allow the cities to reduce monitoring reporting requirements to more efficiently streamline procedures. Requirements will be based on discharge volumes and pollutant concentrations.

The Industrial Pretreatment Division noted areas where changes will clean up existing language and enable more efficient management of the Industrial Pretreatment program.

It was determined that changes were necessary to the existing fee structures to cover expenses to implement the pretreatment program and treat hauled wastes. For example, the septic disposal rate was last evaluated 15 years ago.

FINANCIAL IMPLICATIONS:

The septage disposal rate will be raised from $0.06/gallon to $0.09/gallon. A $100 fee will be imposed for re-inspections due to failure of businesses to correct noncompliant issues. A $50.00 fee will be charged to sanitation districts to recover costs for inspections due to the sanitation district's inaction, refusal to inspect or lack of personnel to inspect industrial users. The proposed Ordinance will also allow the City to surcharge industrial users not otherwise defined as a significant industrial user.

ATTACHMENTS:

Municipal Code Changes Title 12 - Chapter 2 2017
Municipal Code Changes Memo to W & S Board 2017

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2017

COUNCIL BILL NO.
INTRODUCED BY COUNCIL MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 12, CHAPTER 2, SECTIONS 1, 2, 3, 4 AND 5, OF THE ENGLEWOOD MUNICIPAL CODE 2000 ENTITLED *WASTEWATER UTILITY.*

WHEREAS, the City of Englewood conducts an Industrial Pretreatment program to control industrial/commercial wastes entering the wastewater collection and treatment system; and

WHEREAS, the program is designed to prevent pass through of pollutants to the South Platte River, protect the collection and treatment system from damage, protect the public and workers health and safety and improve opportunities to recycle and reclaim municipal and industrial wastewaters and sludge; and

WHEREAS, the Englewood City Council authorized amending Title 12-2 – Wastewater Utility by the passage of Ordinance no. 6, Series of 2009; and

WHEREAS, the pretreatment program is subject to Environmental Protection Agency (EPA) oversight and approval and must be kept current with costs, programs, and regulations; and

WHEREAS, EPA conducted an audit of both the cities of Littleton and Englewood's Industrial Pretreatment Ordinances, and identified certain Sections which needed to be amended to meet current EPA Regulatory Standards; and

WHEREAS, in order to conform to these requirements the Englewood Municipal Code 2000 *Wastewater Utility* will need to be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 12, Chapter 2, Section 1, of the Englewood Municipal Code 2000, entitled *General Provisions,* to read as follows:

12-2-1: General Provisions.

A. *Short Title*: This Chapter shall be known as the *WASTEWATER UTILITY ORDINANCE.*

B. *Strict Liability*: The Englewood City Council recognizing the threats upon the frail ecology and expressing great concern for its protection, declares that merely doing any act prohibited by this Chapter and orders of the City, issued under the provisions of this

L/E WWTP
City Code Revisions

Title 7, Chapter 5, Section 25

Industrial Pretreatment Program

CITY OF Englewood

April 4, 2017

Littleton
ANYTHING BUT LITTLE

Overview

- Background of Pretreatment Program
- Purpose of Revisions
- Summary of Revisions
- Benefits
- Questions

Background

- Title 7, Chapter 5, Section 25 – Industrial Pretreatment Program
- Objectives
  - Prevent interference and pass through
  - Improve opportunities to reclaim and recycle wastewaters and biosolids
  - Provide equitable distribution of costs
  - Provide and promote the health, safety, and welfare of citizens
  - Comply with CDPS discharge permit
  - Protect workers

Industrial Pretreatment Program

- Pretreatment Program
  - Cities of Littleton and Englewood
  - 100 square mile service area
  - Required by EPA under the Clean Water Act

Industrial Pretreatment Program (cont.)

- Pretreatment Program Elements
  - Industrial Wastewater Permits (17 total)
    - Nine categorical industrial users (CIU)
    - Eight significant industrial users (SIU)
  - Sector Control Programs
    - Fats, Oils, and Grease (FOG)
    - Petroleum Oil, Grease, and Sand (POGS)
    - Trucked and Hauled Septage
  - Industrial User Characterization
    - Industrial Waste Surveys
    - Inspections

Purpose of Revisions

- EPA Audit Requirements
- EPA Audit Recommendations
- Pretreatment Staff Recommendations
- Recovery of Costs

Summary

- Pretreatment Program Elements
  - Industrial Wastewater Permits (17 total)
    - Nine categorical industrial users (CIU)
    - Eight significant industrial users (SIU)
  - Non-Discharging Industrial Wastewater Permit
  - Non-Significant Categorical Industrial Users
  - Wastewater Control Permit
- Mirror Englewood Municipal Code Revisions
- Draft Revisions Reviewed/Approved by Cities' Attorneys and Englewood Water & Sewer Board; and Deemed "Approvable" by the EPA

Benefits

- Compliance with EPA requirements
- Increased Efficiency and Regulatory Flexibility of Pretreatment Program
- Opportunity to Recoup Program Costs

Questions?

LITTLETON/ENGLEWOOD
WASTEWATER TREATMENT PLANT
INDUSTRIAL PRETREATMENT DIVISION

MEMORANDUM

TO:	Mark Relph, Littleton Interim City Manager/Public Works Director
FROM:	Jon Bridges, WWTP Industrial Pretreatment Administrator
DATE	March 16, 2017
SUBJECT:	CHANGES TO CITY CODE, CITY OF LITTLETON TITLE 7, CHAPTER 5

The Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) Industrial Pretreatment Division (Division) has drafted proposed revisions to the Industrial Pretreatment portions of the City of Englewood Municipal Code (12-2-5) and City of Littleton City Code (7-5-25). The revisions fall into the following four categories:

- Revisions required by EPA as a result of the 2014 audit of the L/E WWTP Industrial Pretreatment program or by the 2016 EPA Pretreatment Compliance Inspection of the L/E WWTP Industrial Pretreatment program,
- Revisions recommended by the EPA per the Industrial Pretreatment Streamlining Rule,
- Revisions recommended by the L/E WWTP Industrial Pretreatment Division, and
- Revisions recommended by the L/E WWTP to implement or revise select fees for inspections, re-inspections and septic receiving station rates.

These revisions have been reviewed and were found to be acceptable by Al Garcia, the EPA Region 8 Pretreatment Coordinator; Dugan Comer, Englewood Acting City Attorney; and Brandon Dittman, attorney with Kissinger & Fellman, P.C., representing the City of Littleton. The Division intends to present these revisions to the Englewood City Council on April 3, 2017 and to the Littleton City Council on April 4, 2017. A brief summary of the proposed revisions is presented below. Markup copies of each code are attached in pdf format.

I. Revisions Required by the EPA per Corrective Actions Identified During Audit(s)

The EPA conducted two audits of the Pretreatment program administered by the Littleton-Englewood Wastewater Treatment Plant (L/E WWTP) (February 2014 and April 2016). The audits identified corrective actions based on regulatory requirements and recommendations associated with implementing the Pretreatment program. The proposed changes will meet the corrective action requirements, more clearly define legal authority to implement pretreatment rules and regulations, and align the ordinance to current operating procedures.

These changes include, but are not limited to:

- Delegation of Industrial Pretreatment responsibilities to municipalities or sanitation districts that contribute wastewater to L/E WWTP [7-5-25 (A)(4)(a), 7-5-25 (A)(8), 7-5-25 (J)(1)(a)].
- Incorporating the full text of 40 CFR Part 403.17 for the provisions of "bypass" in the *affirmative defenses to discharge violations.. Bypass* is defined by EPA as the intentional diversion of wastestreams from any portion of an Industrial User's treatment facility. Existing language provides only a portion of the full text [7-5-25 (K)(6)(c)].

II. Revisions Recommended by the EPA per Pretreatment Streamlining Rule

The Streamlining Rule was designed to reduce the overall regulatory burden on both Industrial Users (IUs) and Control Authorities without adversely affecting environmental protection. Adding the following provisions would allow the Cities to reduce monitoring and reporting requirements for select permitted facilities. Examples include:

- A waiver for sampling of pollutants not present in the industrial users' wastewater [7-5-25 (F)(1)(e)]
- Addition of the "Non-Significant Categorical Industrial User" classification [7-5-25 (E)(1)(a)]
- Addition of language allowing reduced reporting frequency for certain significant industrial users meeting specified requirements based on discharge volumes and pollutant concentrations [7-5-25 (F)(1)(f)]

III. Revisions Recommended by the L/E WWTP Industrial Pretreatment Division

The Industrial Pretreatment Division has identified several areas of the city codes where changes will clean up existing language and allow for more efficient management of the Cities' Industrial Pretreatment program. Examples of these changes include:

- Adding and removing select definitions to ensure a definition is provided or avoid the redundancy of definitions [7-5-25 (B)]
- Addition of the following three specific prohibitions to better protect the L/E WWTP and its workers:
    - Medical wastes in amounts or concentrations that will cause problems [7-5-25 (C)(1)(y)]
    - Alkaline hydrolysis processes without prior written approval [7-5-25 (C)(1)(x)]
    - Hydraulic fracking and drilling activity wastewater without prior written approval [7-5-25 (C)(1)(z)]
- Updating the information required on Wastewater Permit Applications [7-5-25 (E)(5)]
- Adding a provision allowing Industrial Wastewater Permits to be transferred to a new owner [7-5-25 (E)(10)]

- Adding the option for industrial users to submit Industrial Waste Surveys in electronic format in addition to hard-copy format [7-5-25 (F)(6)(f)]
- Adding photo documentation and electronic recording provisions to inspection and reporting procedures [7-5-25 (G)(2)(a)(1)]
- Adding an 'Industrial User Permit' classification that can be used to impose limitations, restrictions, and requirements on select industries without subjecting them to the full requirements of a 'Significant Industrial User' designation [7-5-25 (I)]
- Formalizing and defining the following three levels of enforcement in the City's administrative enforcement actions [7-5-25 (K)(3)], including:
    - Verbal notification
    - Warning letter
    - Notice of non-compliance

IV Revisions for Recovery of Costs

The Division prepared a study to evaluate current fees imposed on commercial businesses, sanitation districts, and septic waste haulers in the L/E WWTP service area. The purpose of this study is to determine if existing fee structures, or if the addition of certain fees should be added, to fully cover the expenses incurred by the cities to implement the pretreatment program and treat hauled wastes.

The Division has identified the following as proposed changes/additions to current programs or policies:

- Revision to the septage disposal rate for the Trucked and Hauled Septage Program from $0.06 per gallon to $0.09 per gallon [12-2-3 (I)]. The $0.06 per gallon was established approximately 15 years ago. A cost of treatment analysis has been performed and it has been determined that an adjustment to $0.09 per gallon is required to fully cover the costs to treat septic waste, maintain equipment, and administer the Septic Waste program.
- Introduction of a $100 fee for re-inspections required due to failure of businesses to correct noncompliant issues or violations identified during sector control inspections [7-5-25 (L), 2017 Schedule of Fees Exhibit A, Page 1]. This fee may be used when businesses fail, after multiple notifications by the Division, to come into compliance with Municipal Code requirements.
- Introduction of a $50.00 charge to sanitation districts to recover costs for inspections conducted by Division personnel in sanitation districts due to the district's inaction, refusal to inspect, or lack of personnel to inspect sector control program industrial users [7-5-25 (L), 2017 Schedule of Fees Exhibit A, Page 2]. This charge is referenced in the new Wastewater Connector Agreement Addendum for each sanitation district.
- Addition to the "Industrial Surcharge Cost Recovery" program to allow the City to surcharge industrial users not otherwise defined as a Significant Industrial User for the cost of handling and treatment of pollutant concentrations in excess of Normal Domestic Strength Wastewater. (Currently the City's ordinances only allow for surcharging Significant Industrial Users for the treatment of high strength wastewater) [7-5-25 (L)(4)].

Staff Communication

6(b)

File #: Ordinance 07-2017, **Version:** 2

Agenda Date: 04/04/2017

Subject:
An ordinance on first reading for addendums to Wastewater Connector's Agreement Addendums and Sewer Service Agreement Addendums with connecting sanitation districts

Presented By: Mark Relph, Public Works and Utilities Director

POLICY QUESTION:
Does city council support approving an addendum to Sewer Service Agreements for seven connecting sanitation districts?

BACKGROUND:
An Environmental Protection Agency (EPA) audit deemed than an Addendum to the Wastewater Connector's Agreement was necessary to provide adequate delegation of the Pretreatment Program Implementation to the Cities of Littleton and Englewood. Sanitary sewer service is provided to districts outside of the Littleton corporate boundaries through the standard Connector's Agreement with the district owning and maintaining their sewer mains. The Littleton/Englewood Wastewater Treatment Plant is able to receive and treat sewage transmitted by these various districts.

The Addendum and copy of the sewer service agreements are attached for Bow Mar Water and Sanitation District, Columbine Water and Sanitation District, Grant Water and Sanitation District, Meadowbrook Fairview Metropolitan District, Platte Canyon Water and Sanitation District, Roxborough Park Metropolitan District and Southwest Water and Sanitation District. Ken Caryl Water and Sanitation District will not have their addendum signed until their next board meeting on April 19 and it will be presented to council at a later date.

STAFF ANALYSIS:
In order to comply with EPA's requirement, the Industrial Pretreatment Division proposed to EPA and the Cities of Littleton and Englewood, to develop an Industrial Pretreatment specific addendum to the wastewater connector's agreements and sewer service agreements currently in place between individual sanitation districts and the cities. In this manner EPA's requirement to "establish delegation for implementation of the Pretreatment Regulations" would be accomplished without re-opening the existing agreements and the addendum could then be a standard agreement for all districts.

OPTIONS/ALTERNATIVES:
Staff would suggest there are no other viable alternatives since the changes are in response to the EPA audit.

FISCAL IMPACTS:
None

STAFF RECOMMENDATION:
Staff recommends approval.

PROPOSED MOTION:
I move to approve an ordinance on first reading for addendums to Wastewater Connector's Agreement and Sewer Service Agreements with connecting sanitation districts and to schedule the second reading and public hearing on April 18, 2017.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 7

Series, 2017

INTRODUCED BY COUNCILMEMBERS:

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, AUTHORIZING AN INTERGOVERNMENTAL ADDENDUM TO WASTEWATER CONNECTOR'S AGREEMENT FOR DISTRICTS BETWEEN BOW MAR WATER AND SANITATION DISTRICT, COLUMBINE WATER AND SANITATION DISTRICT, GRANT WATER AND SANITATION DISTRICT, MEADOWBROOK FAIRVIEW METROPOLITAN DISTRICT, PLATTE CANYON WATER AND SANITATION DISTRICT, ROXBOROUGH PARK METROPOLITAN DISTRICT, SOUTHWEST WATER AND SANITATION DISTRICT AND THE CITY OF LITTLETON, COLORADO

WHEREAS, the City of Littleton owns and operates a sewage system, including a sewage treatment plant which is jointly owned and operated with the City of Englewood known as the L/E Wastewater Treatment Plant (WWTP); and

WHEREAS, the L/E WWTP provides sanitary sewer service to districts outside of the Littleton corporate boundaries through a standard connector's agreement; and

WHEREAS, the L/E WWTP conducts an Industrial Pretreatment program to control industrial/commercial wastes entering the wastewater collection and treatment system; and

WHEREAS, the L/E WWTP Industrial Pretreatment Program is designed to prevent pass through of pollutants to the South Platte River, protect the collection and treatment system from damage, protect the public and worker health and safety, and improve opportunities to recycle and reclaim municipal and industrial wastewaters and sludge; and

WHEREAS, the City Council of the City of Littleton authorized an Intergovernmental Wastewater Connector's Agreement for Districts between Bow Mar Water and Sanitation District, Columbine Water and Sanitation District, Grant Water and Sanitation District, Meadowbrook Fairview Metropolitan District, Platte Canyon Water and Sanitation District, Roxborough Park Metropolitan District, Southwest Water and Sanitation District and the City of Littleton by the passage of Ordinance No. ____, Series of 20__; and

WHEREAS, The L/E WWTP Industrial Pretreatment Program is subject to Environmental Protection Agency (EPA) oversight and approval; and

WHEREAS, the EPA conducted an audit of the L/E WWTP Industrial Pretreatment Program on February 24, 2014 through February 27, 2014; and

WHEREAS, the EPA identified that the current Pretreatment program administered by the L/E WWTP does not have the legal framework to fully implement the Pretreatment Regulations in the 19 outside contributing jurisdictions in its service area because the Intergovernmental Connector's Agreement does not provide adequate delegation of the Pretreatment program implementation to the cities of Littleton and Englewood; and

WHEREAS, the EPA required a corrective action that the L/E WWTP update the Intergovernmental Wastewater Connector's Agreement Ordinance No. ___ , Series of 20__, to establish delegation for implementation of the Pretreatment Regulations, the passage of this Ordinance the Addendum to Wastewater Connector's Agreement responds to EPA's corrective action requirements by establishing delegation for implementation of the Pretreatment Regulations within the District; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, THAT:

Section 1: The Intergovernmental Agreement between the City of Littleton and Bow Mar Water and Sanitation District, Columbine Water and Sanitation District, Grant Water and Sanitation District, Meadowbrook Fairview Metropolitan District, Platte Canyon Water and Sanitation District, Roxborough Park Metropolitan District, Southwest Water and Sanitation District entitled "Addendum to Wastewater Connector's Agreement" is hereby approved; a copy is attached hereto as Exhibit A.

Section 2: Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases may be declared invalid.

Section 3: Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the 4th day of April, 2017, passed on first reading by a vote of ___ FOR and ___ AGAINST; and ordered published by posting at Littleton Center, Bemis Library,

the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the __ day of _____, 2017, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____FOR and _____ AGAINST on the ____ day of _____, 2017 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

_____
Wendy Heffner
CITY CLERK

_____
Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

_____
Kenneth S. Fellman
ACTING CITY ATTORNEY

L/E WWTP Sewer Service Agreement Addendums

April 4, 2017

Overview

- Existing sanitation district Sewer Service Agreements (IGAs) with Littleton and Englewood
- EPA Audit
- Addendums to Sewer Service Agreements
- Benefits
- Questions

Existing Sanitation District IGAs

- Formal agreements between City and districts for wastewater treatment services
- Initiated in mid-1980's
- 8 Littleton Districts (2 districts have agreements with both cities)
- 12 Englewood districts (previously 13)

EPA Audit February 2014

- *Audit Finding #1: "The Littleton Englewood Wastewater Treatment Plant does not have the legal framework to fully implement the Pretreatment Regulations in the 19 outside contributing jurisdictions in its service area because the intergovernmental agreements do not provide adequate delegation of the Pretreatment program implementation to the cities of Littleton and Englewood."*
- *Corrective Action Item*

  "Update the intergovernmental agreements established between the cities of Littleton and Englewood and their respective contracted outside contributing jurisdictions to establish delegation for implementation of the Pretreatment Regulations."

Pretreatment-Specific Addendum

- Satisfies EPA audit requirement
- Same terms regardless of city
- Language approved by City attorneys, WWTP attorney, and sanitation districts
- Three scenarios:
  - With Industrial Users, conduct own FOG and POGS inspections
  - With Industrial Users, Pretreatment Division Conducts FOG and POGS inspections
  - Without Industrial Users

Benefits of Addendum

- Establishes delegation of Pretreatment Program responsibilities in sanitation districts
- Same provisions, regardless of city
- Clearly defines expectations
- Establishes authority to apply Pretreatment regulations throughout the service area

Questions?

Exhibit A
List of Attachments to Ordinance 07-2017

1. Addendum to Sewer Service Agreement to Bow Mar Water and Sanitation District

2. Addendum to Sewer Service Agreement to Columbine Water and Sanitation District

3. Addendum to Sewer Service Agreement to Grant Water and Sanitation District

4. Addendum to Sewer Service Agreement to Meadowbrook Fairview Metropolitan District

5. Addendum to Sewer Service Agreement to Platte Canyon Water and Sanitation District

6. Addendum to Sewer Service Agreement to Roxborough Park Metropolitan District

7. Addendum to Sewer Service Agreement to Southwest Water and Sanitation District

ADDENDUM TO SEWER SERVICE AGREEMENT

For Sanitation Districts without Industrial Users

This Addendum is made and entered into this 11th day of JANUARY 2017, to be effective as of APRIL 18, 2017, by and between the CITY of LITTLETON, COLORADO, hereinafter referred to as "City", a municipal corporation, acting by and through its duly elected, qualified and authorized Mayor and City Clerk, and Bow Mar Water and Sanitation District,
(Name of Sanitation District)
a quasi-municipal corporation and political subdivision of the State of
(Type of Entity)
Colorado, hereinafter called "District", acting by and through its authorized Representative.

WITNESSETH

WHEREAS, the City and the District previously entered into a Sewer Service Agreement, ("Agreement") dated July 26, 1983, a copy of which is attached hereto and incorporated by reference, pursuant to which the City and the District agreed that the City would provide wastewater treatment services to the District through the Littleton/Englewood Bi-City Wastewater Treatment Plant ("Wastewater Plant"); and

WHEREAS, the terms and provisions of the Agreement remain in effect unless expressly modified by this Addendum; and

WHEREAS, the United States Environmental Protection Agency ("EPA") has instructed the City to establish an inter-jurisdictional agreement between the City and the District which provides the City with the authority to implement the "Industrial Pretreatment Program", contained in 40 CFR Part 403 promulgated by the EPA and Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, for any industrial users currently located or hereafter locating in the District; and

WHEREAS, the Agreement provides that in the operation of the District's sanitary sewer system all applicable City municipal code provisions and rules and regulations of the City shall be the minimum standards for the District's sanitary sewer system; and

WHEREAS, the City has determined that the provisions of the Agreement provide the City with sufficient authority to satisfy the inter-jurisdictional agreement requirements imposed by the EPA; and

WHEREAS, the parties desire to further clarify the obligations and responsibilities of the District and the City with respect to the enforcement of the City's Municipal Code, rules and regulations within the service area of the District; and

WHEREAS, the EPA defines "Industrial User" as "a source of nondomestic waste" and "any nondomestic source discharging pollutants to a Publicly Owned Treatment Works". EPA defines Nondomestic User as "any person or entity that discharges wastewater from any facility other than a residential unit".

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. The recitals above are incorporated herein by this reference.

2. The City and District mutually agree to comply fully with all applicable federal, state and local laws, rules and regulations, including but not limited to 40 CFR Part 403 promulgated by the EPA, Colorado Regulations 5 CCR 1002-63 promulgated by the Colorado Water Quality Commission pursuant to Colorado Revised Statute 22-8-508, and Title 12, Chapter 2, Section 5 of the Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, as each is amended from time to time, and all wastewater contribution requirements adopted by the City in accordance with the Agreement.

3. The parties, from time to time, shall review and revise this Addendum, if necessary, to ensure compliance with 42 U.S.C. § 1251 et. seq., of the Federal Clean Water Act, the federal rules and regulations found at 40 CFR Part 403 issued thereunder, and the City Municipal Code.

4. In the event that any Industrial User or Nondomestic User locates within the District, the District agrees to abide by Subsections I and II below, and the District further agrees to inform the City of any industrial users or nondomestic users locating within the District.

I. City Responsibilities

1. The City shall be responsible for and shall accept the following duties and perform the following actions in relation to all current and future Industrial Users and/or Nondomestic Users located within the District, and the District agrees to cooperate to the extent necessary for the City to successfully carry out its responsibilities:

   A. The City, on behalf of and as an agent for the District, shall perform technical and administrative duties necessary to assist the District with the implementation and enforcement of the District's rules and regulations regarding Industrial Users and/or Nondomestic Users. Without limiting the generality of the foregoing, the City agrees that it shall:

      (i) Update the City's industrial waste survey;
      (ii) Issue permits to all Industrial Users and/or Nondomestic Users within the District required to obtain a permit;
      (iii) Have the right to conduct inspections, sampling, and analysis;
      (iv) Take all appropriate enforcement actions as outlined in the City's enforcement response plan and consistent with this Addendum;
      (v) Provide notice to the District of enforcement actions taken by the City against any Industrial User and/or Nondomestic Users located within the District boundaries;

(vi) Perform any other technical or administrative duties the parties deem appropriate;

(vii) Upon reasonable notice to the City, provide the District access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's service area.

(viii) The City will make a reasonable effort to notify the District in advance of any public hearing to change municipal code provisions referenced in this Addendum, and make a reasonable effort to provide an opportunity for the District to comment on proposed changes.

B. In addition, the City may, as appropriate, and as an agent of the District, take emergency action to stop or prevent the discharge from Industrial Users or Nondomestic Users of any wastewater which presents or may present an imminent danger to the health, safety and welfare of humans or which reasonably appears to threaten the environment, or which threatens to cause interference with, or pass through the Wastewater Plant, or cause sludge contamination. In the event the City deems such emergency action appropriate it shall provide the District with notice thereof in advance, if possible, but no later than 24-hours after the action is initiated.

C. The City, on behalf of the District, agrees to perform the following actions as set forth in 40 CFR Part 403.8(f) and summarized as follows:

(i) Control through permit, or similar means, the contribution to the City by Industrial Users and/or Nondomestic Users;

(ii) Require compliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users and/or Nondomestic Users;

(iii) Deny or condition new or increased contributions of pollutants or changes in the nature of pollutants by Industrial Users and/or Nondomestic Users;

(iv) Require the development of compliance schedules by each Industrial Users and/or Nondomestic Users for the installation of technology required to meet applicable Industrial Pretreatment Program standards and requirements;

(v) Require the submission of all notices and self-monitoring reports from Industrial Users and/or Nondomestic Users as are necessary to assess and assure compliance by Industrial Users and/or Nondomestic Users with Industrial Pretreatment Program standards and requirements, including, but not limited to, the reports required in 40 CFR 402.12;

(vi) Carry out all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial Users and/or Nondomestic Users, compliance or noncompliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users;

(vii) Enter premises of any Industrial User and/or Nondomestic User in which a discharge source or treatment system is located, or in which records are required to be kept pursuant to 40 CFR 403.12(o), to assure compliance with Industrial Pretreatment Program standards and requirements;

(viii) Evaluate compliance with the Industrial Pretreatment Program standards and requirements and obtain remedies, including the ability to seek injunctive relief and assess civil or criminal penalties for each violation;

(ix) Conform to confidentiality requirements set forth in 40 CFR Part 403.14 of the Industrial Pretreatment Program standards and requirements.

D. If the District performs its own fats, oils and grease ("FOG") program or petroleum, oil, grease and sand ("POGS") program it shall notify the City in the event that the District discontinues its FOG or POGS program. In which case, the City shall then administer the FOG and POGS program in addition to administrating the remaining sector control programs on behalf of and as agent for the District. The City shall have the right to charge a reasonable inspection fee to the District for any inspection related to Industrial Users and/or Nondomestic Users within the District's service area.

E. In the event that the District does not perform FOG or POGS programs the parties agree that the City shall perform and be responsible for the administration of these programs, as well as the remaining Sector Control Programs. The City shall have the right to charge a reasonable inspection fee to District for any inspection related to Industrial Users or Nondomestic Users within the District.

F. The City shall be responsible for administrating the remaining sector control programs in the District notwithstanding that the District performs its own FOG and POGS programs.

II. District Responsibilities

1. The District is responsible for, and shall accept, the following duties and perform the following actions for and in relation to all current and future Industrial Users and/or Nondomestic Users within the District's service area:

A. No later than June 30, 2017, the District shall adopt enforceable local sewer use rules and/or regulations which are no less stringent and are as broad in scope as the Industrial Pretreatment Program section of the Wastewater Utility Ordinance found in Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code or found in Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code. The City will provide to the District model regulations and any necessary revisions to the rule and/or regulations from time to time, and the District will adopt the revisions to its local sewer use rules and/or regulations that are at least as stringent as those adopted by the City.

B. The District will maintain current information on Industrial Users and/or Nondomestic Users located within the District's service area, and provide Industrial Users' information to the City upon request. The District agrees to provide to the City access to all records or documents relevant to the Industrial Pretreatment

Program for any Industrial User and/or Nondomestic Users located within the District's service area.

C. The District shall enforce the provisions of its local sewer use regulations. In the event the District fails to take adequate enforcement action against noncompliant Industrial Users and/or Nondomestic Users in the District on a timely basis, the District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

D. The District shall provide the resources and commit to implementation and enforcement of the Industrial Pretreatment Program standards and requirements for the Industrial Users and/or Nondomestic Users in the District with the City's oversight of the program. In the event the District fails to provide resources, adequately implement or enforce the Industrial Pretreatment Program, the District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

E. The District agrees that in the event that the City is required to take responsibility for inspections of Industrial Users and/or Nondomestic Users on behalf of the District, due to inaction, refusal to inspect, or lack of personnel to inspect, by the District, the City may charge the District for the costs of any such inspections.

F. The District agrees that if the authority of the City to act as agent for the District under this Addendum is questioned by an Industrial User and/or Nondomestic User, court of law, or otherwise, the District will take action to ensure the implementation and enforcement of its local sewer use regulations against any Industrial Users and Nondomestic Users, within the District's service area, including but not limited to, implementing and enforcing its local sewer regulations on its own behalf and/or amending this Addendum to clarify the City's authority.

G. The District IS NOT responsible for administering the FOG and POGS programs, including conducting all inspections required by these programs.

2. If any term of this Addendum is held to be invalid in any judicial action, the remaining terms will be unaffected.

REMAINDER OF PAGE INTENTIONALLY BLANK

CITY OF LITTLETON

_____
Mayor

_____
Attest

_____
Bow Mar Water and Sanitation District

_____
Bryan Sperry, President

State of Colorado)
) ss.
County of Jefferson)

The forgoing instrument was acknowledged before me this 11th day of January, 20 17, at Littleton, Colorado, by Bryan Sperry

Witness my hand and official seal.

My Commission expires: SEP 2 0 2019

ALYSSA QUINN NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public

SEWER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of July, 1983, by and between the CITY OF LITTLETON, COLORADO, a Home Rule City, hereinafter referred to as "City", and the Bow Mar Water & Sanitation District, a quasi-municipal corporation of the State of Colorado, hereinafter referred to as "District".

WITNESSETH:

THAT, WHEREAS, the City and the City of Englewood, Colorado, now own, maintain, and operate a regional sewage disposal plant capable of treating the sanitary sewage generated by the District and currently providing sanitary sewer service to the District by contract dated Oct. 24, 1962; that said contract is valid and binding upon the parties hereto; and

WHEREAS, the passage of time and changes of conditions dictate the mutuality of benefit in voiding the existing contract and executing a new contract which recognizes the said change of conditions; and

WHEREAS, it is the desire of the parties to enter into a sanitary sewer service contract incorporating therein all matters of agreement between them whereby the City agrees to receive and to process and dispose of the sewage from the District's sanitary sewer collection system into the disposal system of the City.

NOW, THEREFORE, in consideration of their mutual covenants, the performance of terms and conditions hereinafter set forth, the sewage treatment facility expansion to be undertaken by the Cities, and further good and valuable consideration, the sufficiency of which is conclusively presumed adequate by the parties hereto by the execution of this Agreement, it is mutually agreed as follows:

I.

AUTHORITY TO CONTRACT

1.1 This Agreement is made in conformity with and pursuant to the provisions of the Charter of the City of Littleton, adopted at General City Election of July 28, 1959, which controls the sale of sanitary sewer services outside the City.

1.2 This contract pertains to the use of the regional sewage disposal plant owned by the City and also by the City of Englewood, Colorado, by persons and property located outside the City Limits of said cities, but within the present boundaries of the District, and provides a service area for anticipated future sanitary sewer service by the District upon enlargement of the District's geographical boundaries.

1.3 This contract is made by the District in accordance with powers granted to it by the statutes of the State of Colorado.

1.4 Specifically, this contract is in the public interest and in the furtherance of the protection of the public health and safety of the Littleton community and is being executed and performance covenanted between the City and the District pursuant to and in conformity with Artice XIV, Section 18 of the Constitution of the State of Colorado and 1973, C.R.S. 29-1-201 (Intergovernmental Relations - Cooperative Contracts), and the achievement of said purpose or purposes is to be liberally construed.

1.5 Each party hereto covenants, avers and currently agrees that the other party hereto is not a public utility as defined by 1973, C.R.S. 40-1-103, et seq., and that the execution and performance hereof does not alter or change said negative covenant, averment and agreement of the parties. This undertaking and the performance by the parties hereto of the covenants herein contained are to be construed in furtherance of local governments effectively using, in the most

efficient manner, their powers and responsiblity by cooperative agreement as defined by Article XIV, Section 18 of the Colorado Constitution and 1973, C.R.S. 29-1-201, et seq.

II.

POINT OF CONNECTION

2.1. The District will connect its main sanitary sewer trunk line(s) from within the District at the following designated point(s):

Man Hole 18.694 - Platte Canyon Water and Sanitation District - Marigold Lane - Refer To Drawing Section - BM 2.1 attached.

and as shown on "as built" drawings in possession of the City and the District or at such other agreed points of connection.

2.2. The sewage to be delivered by the District to said point of connection shall be sewage with a 5-day B.O.D. strength of less than 300 Mg. per liter. Excessive amounts of water caused by infiltration of water into the sewer lines of the District, or resulting from any other causes, shall not be permitted. (Excessive infiltration shall be the standard set forth by the State Department of Health or shall not be greater than 200 gallons per 24-hour day per inch of diameter of pipe per mile, whichever is more restrictive. Drainage from storm sewers, French drains or other similar structures shall not be introduced into the sanitary sewer lines of the District or of the City by the District. The City standards, ordinances and regulations including, but not limited to, City ordinances relating to the pretreatment of industrial sewage (as the term "industrial sewage" is defined in said ordinances), shall be applicable to the District and its users and to the City and its users on a uniform basis, without preference. The District shall be notified in advance of any amendment or updating of said standards, ordinances or regulations in order that the District may offer such comment as it desires prior to such amendment or update being effected.

III.

INFILTRATION STANDARDS, NOTICE, CHARGE

3.1. The flow rates and infiltration in lines of the District shall not exceed accepted engineering practice and usage. General City guidelines relative to acceptable infiltration in new construction based upon the current state of the art shall be as follows: Infiltration shall not exceed standards set by the State Department of Health or 200 gallons per 24-hour day per inch of diameter per mile whichever standard is more restrictive. It is understood by the parties to this contract that City standards may change and become more stringent with the passage of time, and shall be applicable to the parties hereto and to all District contractees and users. The City and District shall be bound equally by any standards, regulations or modifications thereof.

3.2. It is agreed that if the infiltration into the sanitary sewer lines of the District exceeds the standards as set forth in Articles II and III above, the City shall give the District notice in writing directed to the address as hereinafter shown. In the event that the District has not proceeded with corrective work within ninety (90) days from the date of said notice, the City shall have the prerogative of surcharging the District for the infiltration occurring in excess of that allowed pursuant to the standard set forth in Section 3.1 above, said surcharge to be determined by converting said excess infiltration to single family equivalents and then multiplying the resulting number of single family equivalents by the then current sewer service charges in effect and provided that said surcharge shall continue until corrective work has been successfully completed. When so charged, the District shall make payment within sixty (60) days from the date of

billing. In addition to the above remedy, in the event the District has not proceeded with said curative work within ninety (90) days from the date of said notice, the City may, at its discretion, perform or have performed on the lines of the District necessary work to eliminate or restrict the infiltration, and in such case, the City shall bill the District for the cost of the said work so performed, and the District shall make payment within sixty (60) days from the date of Billing. In the event the City must resort to legal action and prevail against the District to collect said amount, the District shall also be liable for the City's attorney's fees and costs associated with said legal action, together with interest on said amount calculated at the rate of one (1%) per cent per month on the unpaid balance from the date of Billing.

Excessive infiltration from District or City mains is to be governed by the above criteria and penalties.

IV.

ACCEPTANCE AND TREATMENT

4.1 Subject to the conditions set forth below, the City shall accept sewage from the District for transportation and treatment at the point(s) of connection referred to in paragraph 2.1 above, and shall transport and treat, or cause to be treated, and shall dispose, or cause to be disposed of, all sewage that may be delivered to it by the District from the collection and transmission sewer lines of the District in accordance with the terms of this Agreement.

4.2 Other provisions of this contract notwithstanding, this contract shall, at all times, be subject to the requirements of Section 110 of the Charter of the City of Littleton. Both parties to this Agreement recognize that sewer service to the Littleton area is dependent upon natural forces and technological limitations which may be beyond the control of the City. No liability shall attach to the City hereunder on account of any failure to adequately anticipate the availability of sewer service or because of an actual sewer service failure due to an occurrence beyond the reasonable control of the City. The City agrees to provide adequate facilities to the sewer service users

within this District based upon historical experience insofar as reasonably possible, and further, that it will exercise its best efforts to provide for the future sewer service needs of the District and the City. The City agrees that it will not obligate itself for furnishing a greater amount of service than it can reasonably foresee will be available, and accordingly, will periodically evaluate present and future capacity requirements of the City and the Districts that contract with the City for sewer service in order to adequately plan for and meet such requirements, and further, to advise said Districts of any plans for meeting future capacity requirements in a timely manner so as to allow the Districts adequate time to comment on said plans. If conditions develop such that it becomes apparent to the City that all areas outside Littleton for which sewer service has been committed cannot be supplied adequately pursuant to this and similar contracts, the City reserves the right, in order to protect the existing sewer service users, to discontinue or to allocate the granting of further taps hereunder; provided, however, that the City shall be obligated to exercise this right for discontinuance or allocation both within the City and the District as to inside or outside City sewer taps in a fair and equitable manner in accordance with Section 110 of the Charter of the City of Littleton and the concept that the sewage treatment facility is regional in nature.

V.

ENGINEERING AND INSPECTION

5.1 The District, so far as possible, will locate the sewer collection lines of the District in dedicated roadways and shall furnish to the City's Director of Public Services for his approval prior to construction, detailed plans and specifications for all sewer collection lines and laterals or other lines to be constructed and installed by the District. If the State Board of Health so elects, it shall also have the right to approve such plans before construction commences. Said approval of the City's Director of Public Services shall be in writing, and shall be so indicated on the working drawings. Such plans and specifications shall meet the criteria of the

City Engineer's office, applicable to all parties hereto. The City shall be advised at least 24 hours in advance of the start of any construction and after completion of the above requirements.

5.2 All sanitary sewer system construction undertaken by the District may be inspected by the City. All construction of sewer facilities within the District shall be under the control of the District's engineer. The standard costs of testing, inspection and supervision of the construction shall be borne by the District, or the person, firm, or corporation responsible for the installation or extension of any main sewer lines or laterals, and all applicable standards for the protection of public health and public safety shall be met. The District shall notify the City of need for inspection of new construction, and City shall inspect within 24 hours of such notification or shall be deemed to have waived the right to inspect the new construction. Extensions of mains shall be constructed in all cases to a point 15 feet beyond the nearest property line of the last dwelling site to be served. All inspection fees of said construction by the City of sewer laterals, mains, or extensions thereof (excluding service lines) shall be paid on the basis of fees determined by ordinance of the City and being applicable to all similar inspections.

It is the obligation of the District to inspect all construction and to accomplish same substantially in accordance with the plans and specifications of the City.

5.3 The District shall file a reproducible copy of sewer line construction plans with the City's Director of Public Services showing the "as constructed" locations of all lateral and main sewer lines, manholes and other appurtenances within thirty (30) days after acceptance of said sewer lines or facilities by the District.

5.4 The District shall file annually with the City's Director of Public Services a current map of its boundaries.

VI.

RULES AND REGULATIONS

6.1 All connections made to the sewer lines of the District, and use thereof, shall be made in full compliance with the rules and regulations and ordinances now in force or hereafter enacted by the City of Littleton controlling the use of, the discharge of wastes into, and connections of private sewers with the main or lateral sanitary sewer lines of the City; and said sewer connections and the use of said lines shall be in full compliance with rules and regulations of the District, the State Board of Public Health and the applicable codes and ordinances of the City of Littleton, which rules and regulations will be equally enforced by the City and District.

6.2 The rules, regulations and standards of construction of the District shall be at least as stringent as those of the City.

VII.

LINE SIZE

7.1 The sizes of sewer lines and mains to be installed by the District shall be as required by the District. If the City requires the District, or any customer of the District extending a sewer line in the District, to install the line of greater capacity than is reasonably necessary to serve the District, the City shall bear such portion of the additional cost of said larger sewer line. The opinion of the City's Director of Public Services, based on accepted engineering practice and usage in the industry, as to line size required, shall be final and binding on both parties.

VIII.

REQUIREMENT TO CONNECT

8.1 The City may require the District, for health and sanitary purposes, upon twenty (20) days' written notice directed to the District, to exercise its statutory authority (C.R.S. 1973, as amended, 32-1-1006) to compel the owners of inhabited property within said District to connect their property with the sewer system of the District, and upon a failure so to connect within twenty (20) days after written notice by

the District so to do, the District may cause such connection to be made; provided, however, such owners shall not be compelled to install more than four hundred (400) feet of sewer pipe to the owner's dwelling place.

IX.

EASEMENTS

9.1 The City of Littleton agrees to grant and convey, without charge, such necessary and City-approved rights-of-way and easements through, over and across any streets, roads or alleys or other property owned or controlled by the City, for the use of the District, in installing, connecting and laying sanitary sewer facilities within the described service area of the District, with the right of ingress, egress, and regress for the purpose of installing, repairing, enlarging and replacing the said facilities upon such terms and conditions (other than charges for said rights) as the City shall deem necessary; provided, however, that the said District shall so locate its sewer and lateral transmission lines in a location approved by the City's Director of Public Services and pursuant to his approval. In the event it is necessary for the District to make cuts into existing streets, the District agrees to comply with the ordinances and regulations of the City of Littleton as then existing controlling such street cuts, pavement replacement and similar activities. The City shall provide to the District documentation for said easements as necessary.

X.

TAP CHARGES

10.1 For the right and privilege of connecting a sewer service line to the lines or the mains of the District which ultimately transmit to the City of Littleton, and before said connection shall be made, a permit shall be obtained from the City. If Option I, specified in Section 11.2 herein, has been selected, the owner of the property desiring to connect said property shall obtain the permit. If Option 2, specified in Section 11.3 herein, has been selected, the District shall obtain the aforesaid permit for the owner. No permit shall be issued by the City in absence of either an appropriately executed permit for said connection from the District and a

building permit issued by the appropriate local government having jurisdiction over construction on the property requesting connection. The applicant shall pay to the City the sewage connection charge (tap fee) therefor as fixed by ordinance of the City of Littleton, or any amendment or change therein as may be hereafter enacted and which is applicable to all other similar sewer connections outside of the City limits of the City of Littleton.

This Agreement is being executed after extended negotiations by the City and the District. Said negotiations recognize the investment of the City and the District in regard to capital contribution and the regional concept of the sewage treatment facility. It is the agreement of the parties that a minimal differential of tap fees or service charges within the City with those of users outside of the City is the ultimate objective of the parties.

10.2 Passage of time may require an adjustment in the sewer tap fees to be charged by the City.

XI.

SERVICE CHARGE

11.1 The City shall charge and receive a periodic fee for sanitary sewer services furnished to the District or its users. Said charge or fee shall be as adjusted, amended or changed, by City ordinance, from time to time as necessary. The method if effectuating the charge and payment of said fee shall generally be according to one of the options as specified in paragraphs 11.2 or 11.3, herein, as requested by the District and agreed to by the City, said option to be selected at the time of execution of this agreement and appropriately noted as hereafter provided on the signature page. The City shall have the power to enforce collection of unpaid sanitary sewer charges of any of the users connected to the District's lines as the City may so determine.

11.2 Option I. The City shall bill all District users directly and all such users shall pay said charges directly to the City.

11.3 Option II. The District will pay, within thirty (30) days of Billing by the City, for all sanitary sewer services furnished to the District's users by the City at current charges, less 2½% thereof, which may be retained by the District for reimbursement of the cost of collection. The City shall have no direct responsibility for collection of bills from the sewer service users in the District service area. The District shall have the right to charge its various users an additional service charge as it shall determine.

11.4 In the event Option I, as defined under paragraph 11.2 hereof, is employed for the collection of sewer service charges, failure of the users located within the District service area to pay to the City the sewer service charges shall in no way be considered a default by the District of this contract; however, the District shall exert its best efforts to bring about payment of such charges, and in the event the District does not cooperate, this may be considered a default in the terms of this contract.

11.5 In the event Option II, as defined under paragraph 11.3 hereof, is selected for the collection of sewer service charges, failure of the District to pay the City sewer service charges incurred by the District due to the provision of sewer service charges to users located within the District sewer service area, shall be considered a default by the District of this contract.

11.6 Notwithstanding any provision of this article to the contrary, the passage of time, funding requirements or changed conditions may mandate that a different method of the charging and collection of sewer service charges be utilized. In such cases, the City shall seek the input of the District as to any concerns, suggestions or desires it may have as to proposed

changes in methods of charging and collection of sewer service charges, prior to any such change being effectuated. Any such change, after the date upon which this agreement becomes effective, may be accomplished either by City ordinance or by mutual agreement of the City and the District. Such change, which by way of example and not of limitation, may involve the application of a method of metering the total sewer service requirement of the District and shall be done only in a manner which will provide that ample and adequate time be allowed for both the City and the District to accomplish said change and related changes in billing and administrative procedure and policies as necessary. In any case, if the District has selected payment Option 2, as specified in Section 11.3 above, there shall be no change in the method of billing and payment, although the amounts so billed and paid may change.

11.7 While the passage of time may require adjustments in the sewer service charges or fees of the City to the District, or of the City to the users within the District,any such adjustments for sewer service charges by the City shall be applied uniformly to all districts being served by the City.

11.8 It is agreed that should the City annex any lands within the District, that sewer service charges imposed by the City for said annexed lands shall be at the same rate as would be charged all other City residents, provided, however, that the District shall not be prohibited from surcharging such lands for expenses such as administration, line maintenance and debt service, etc., associated with District lines which may continue to be used for the purpose of sewage transmission from such annexed lands, as may be allowed by law.

XII.

SERVICE AREA

12.1 The District's sewer service area shall encompass the real property described in Exhibit "A", which is attached hereto and incorporated herein by this reference.

12.2 The District proposes the service area as described in Exhibit "A", in order to provide for proper growth and development. All of the District's sewer outfalls which have

been and which are now being constructed within the area are designed to provide "drainage basin capabilities".

12.3 For planning purposes only, the above-described sewer service area shall not exceed 130 single family, or equivalent, sanitary sewer taps when fully developed. The District estimates new sewer tap requirements through the year 1999 at the approximate rate of 1 additional sanitary sewer, or equivalent sewer taps, per calendar year. It is agreed that the District shall not be required to actually acquire all of the taps so estimated.

12.4 The District's service area may from time to time be reduced by exclusion of land now within the District, or enlarged by inclusion of additional properties. The City shall not be required to provide sanitary sewer services for any such additional properties unless the inclusion of such properties in the District has been approved by City Council; and after due consideration to the requirements of Section 110 of the Littleton City Charter. Exclusion of properties from the District for which the City provides sanitary sewer services shall not be permitted, except if agreed to in writing signed by the President of City Council.

12.5 During the term of this agreement, neither the District nor any properties within the District shall be provided with sewage treatment services by any sewage treatment facility other than that facility owned and operated by the Cities of Littleton and Englewood, unless the provision of such services has been agreed to in advance and in writing by the City or the City is unable to serve the District.

XIII.

POLICING OF LINES AND TAPS

13.1 The District agrees to police any and all of its sanitary sewer collection facilities in order to detect and prevent any unauthorized connections thereto. Further, the District agrees upon detection, to cause to be disconnected any unauthorized sewer taps, the owners of which upon demand refuse to fulfill the requirements for an unauthorized tap.

13.2 The City may, if it so desires, at its own expense,

police and insoect the District's sanitary sewer facilities, and if it so discovers any unauthorized sanitary sewer taps located within the District, the District agrees, upon proper notification from the City, to forthwith effect a disconnection of said unauthorized tap or taps if the owners of which, upon demand, refuse to fulfill the requirements for an unauthorized tap. If it is determined that there are unauthorized sanitary sewer taps located within the District, then twice the applicable tap fee existing at the time of the discovery of any such taps shall be paid as liquidated damages. Further, all past uncollected service charges at the current rate shall also be paid.

13.3. In the event an unauthorized tap is discovered by either the District or the City, the City and the District shall cooperate and take all actions necessary to collect all tap fees, service charges and penalties set forth herein. In the event the making of the unauthorized tap or the failure to discover the same is as a result of the District's negligence, the District shall pay to the City all tap fees, service charges, and penalties as specified herein, and it shall then be incumbent on the District to achieve repaying of said amount from its user as it shall deem appropriate.

XIV.

CONTINUAL SERVICE

14.1. Subject to the requirements of Section 110 of the Littleton City Charter and Article IV above, the City agrees to use every reasonable means to furnish a continual sanitary sewer service to the District.

XV.

CONTRACT NOT ASSIGNABLE

15.1. The District shall have no right to assign this contract or any of its rights under the same unless the City shall have assented to such assignment with the same formality as employed in the execution of this contract, which assent by the City shall not be unreasonably withheld.

15.2. The City shall have the right to assign its rights and obligations under this contract to a Regional Service Authority or other similar entity.

XVI.

TERM

16.1 The parties hereto agree that this contract will continue until terminated by a mutual agreement of the parties hereto. The parties recognize that the City is continually involved in studying its plant and intends to make and will in the future be making additional sizeable capital improvements at its expense. Bonds are currently outstanding, and it is anticipated that the new bonds may be issued by the City to finance improvements to and expansion of the sewer treatment facility, and it is, therefore, specifically and clearly understood between the parties that this contract shall be irrevocable during the time that the original bonds are outstanding.

XVII.

MODIFICATION

17.1 The benefits and obligations created by this contract may not be modified by an agreement, unless the same be in writing and executed with the same formality as this contract; provided, however, that in the event a sewer service contract is hereafter entered into between the City and another quasi-municipal sanitation district or water and sanitation district on any terms or conditions more favorable to such sanitation district or water and sanitation district than those set forth in this Agreement, it shall be the duty of the City to offer such more favorable terms and conditions to the District.

XVIII.

CAPITAL IMPROVEMENTS

18.1 That in the event capital improvements and modifications of the District's sewer facilities are required and which modified facilities provide, or will provide, sewer services to the City, the District agrees, except in emergency situations, to advise the City six (6) months in advance of proposed capital improvements in order that the City may become a party to such plans and modification program. It is the purpose of the foregoing to accommodate financial planning and the budget process.

18.2 That at some time in the future, should the Colorado Department of Public Health, or the state of the art of sani-

tary sewage treatment require the chlorination of sewage in outfall sewer collection mains, the District agrees after six (6) months' notice of these requirements, to work with the City in developing such chlorination facilities in order to meet State Health Standards.

XIX.

NOTICES

19.1 Any and all notices contemplated or required by the contract shall be directed to the parties thereto as follows:

City of Littleton
City Manager, Littleton Center
2255 West Berry
Littleton, Colorado 80165

District:
Bowman Water and Sanitation District
Donald E. Hiller - President of The Board
5210 Lakeshore Drive
Littleton, Colorado 80123

19.2 Changes in the above designation of address shall become effective upon notification by party changing address to the other party directed via certified mail, postage prepaid, to the address above indicated. Thereafter, the address for notification shall be as set forth in the notice of changes.

XX.

EXISTING SANITARY SEWER SERVICE AGREEMENTS

20.1 Upon execution of this Agreement, the contract dated Oct. 24, 1962 shall be terminated and superseded.

20.2 There also exists another sewer service agreement(s) between the City and the District as follows:
Supplemental Sewer Service Agreement dated Oct. 24, 1962

20.3 The effect of this Agreement on those previous agreements listed in paragraph 20.2 is as follows:

None

20.4. There exists an agreement(s) between the District and another district(s) which utilizes the City's sewage treatment facilities as follows:

Platte Canyon Transmits Bow Mar Sanitary Waste To The Littleton Treatment Plant.

20.5. The effect of this Agreement, if any, to those agreements listed in paragraph 20.4 are as follows:

None

IN WITNESS WHEREOF, the parties to this Agreement have caused their corporate names to be hereunto subscribed by their proper corporate officers and their corporate seals hereunto affixed on the day and year first above written, for the uses and purposes as hereinabove set forth.

ATTEST:

Sandra Lee Ray
City Clerk (DEPUTY)

(S E A L)

CITY OF LITTLETON, COLORADO

By: James D. Collins
President of City Council

APPROVED AS TO FORM:

Mary L. Richards
City Attorney

ATTEST:

_____

BOW MAR WATER AND SANITATION DISTRICT
SANITATION DISTRICT

By: Donald E. Hollis
President BMW W&SD

ARTICLE XI - SEWER SERVICE CHARGE OPTION SELECTED:

OPTION II

ADDENDUM TO SEWER SERVICE AGREEMENT

For Sanitation Districts with Industrial Users

This Addendum is made and entered into this 2ND day of DECEMBER 2016, to be effective as of January 1, 2017, by and between the CITY of LITTLETON, COLORADO, hereinafter referred to as "City", a municipal corporation, acting by and through its duly elected, qualified and authorized Mayor and City Clerk, and Columbine Water & Sanitation District,
(Name of Sanitation District)
a quasi-municipal corporation and a political subdivision of the State of
(Type of Entity)
Colorado, hereinafter called "District", acting by and through its authorized Representative.

WITNESSETH

WHEREAS, the City and the District previously entered into a Sewer Service Agreement, ("Agreement") dated June 17, 1988, a copy of which is attached hereto and incorporated by reference, pursuant to which the City and the District agreed that the City would provide wastewater treatment services to the District through the Littleton/Englewood Bi-City Wastewater Treatment Plant ("Wastewater Plant"); and

WHEREAS, the terms and provisions of the Agreement remain in effect unless expressly modified by this Addendum; and

WHEREAS, the United States Environmental Protection Agency ("EPA") has instructed the City to establish an inter-jurisdictional agreement between the City and the District which provides the City with the authority to implement the "Industrial Pretreatment Program", contained in 40 CFR Part 403 promulgated by the EPA and Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, for any industrial users currently located or hereafter locating in the District; and WHEREAS, the Agreement provides that in the operation of the District's sanitary sewer system all applicable City municipal code provisions and rules and regulations of the City shall be the minimum standards for the District's sanitary sewer system; and

WHEREAS, the City has determined that the provisions of the Agreement provide the City with sufficient authority to satisfy the inter-jurisdictional agreement requirements imposed by the EPA; and

WHEREAS, the parties desire to further clarify the obligations and responsibilities of the District and the City with respect to the enforcement of the City's Municipal Code, rules and regulations within the service area of the District; and

WHEREAS, the EPA defines "Industrial User" as "a source of nondomestic waste" and "any nondomestic source discharging pollutants to a Publicly Owned Treatment Works". EPA defines Nondomestic User as "any person or entity that discharges wastewater from any facility other than a residential unit".

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. The recitals above are incorporated herein by this reference.

2. The City and District mutually agree to comply fully with all applicable federal, state and local laws, rules and regulations, including but not limited to 40 CFR Part 403 promulgated by the EPA, Colorado Regulations 5 CCR 1002-63 promulgated by the Colorado Water Quality Commission pursuant to Colorado Revised Statute 22-8-508, and Title 12, Chapter 2, Section 5 of the Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, as each is amended from time to time, and all wastewater contribution requirements adopted by the City in accordance with the Agreement.

3. The parties, from time to time, shall review and revise this Addendum, if necessary, to ensure compliance with 42 U.S.C. § 1251 et. seq., of the Federal Clean Water Act, the federal rules and regulations found at 40 CFR Part 403 issued thereunder, and the City Municipal Code.

I. City Responsibilities

1. The City shall be responsible for and shall accept the following duties and perform the following actions in relation to all current and future Industrial Users and/or Nondomestic Users located within the District, and the District agrees to cooperate to the extent necessary for the City to successfully carry out its responsibilities:

   A. The City, on behalf of and as an agent for the District, shall perform technical and administrative duties necessary to assist the District with the implementation and enforcement of the District's rules and regulations regarding Industrial Users and/or Nondomestic Users. Without limiting the generality of the foregoing, the City agrees that it shall:

      (i) Update the City's industrial waste survey;
      (ii) Issue permits to all Industrial Users and/or Nondomestic Users within the District required to obtain a permit;
      (iii) Have the right to conduct inspections, sampling, and analysis;
      (iv) Take all appropriate enforcement actions as outlined in the City's enforcement response plan and consistent with this Addendum;
      (v) Provide notice to the District of enforcement actions taken by the City against any Industrial User and/or Nondomestic Users located within the District boundaries;
      (vi) Perform any other technical or administrative duties the parties deem appropriate;
      (vii) Upon reasonable notice to the City, provide the District access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's service area.

(viii) The City will make a reasonable effort to notify the District in advance of any public hearing to change municipal code provisions referenced in this Addendum, and make a reasonable effort to provide an opportunity for the District to comment on proposed changes.

B. In addition, the City may, as appropriate, and as an agent of the District, take emergency action to stop or prevent the discharge from Industrial Users or Nondomestic Users of any wastewater which presents or may present an imminent danger to the health, safety and welfare of humans or which reasonably appears to threaten the environment, or which threatens to cause interference with, or pass through the Wastewater Plant, or cause sludge contamination. In the event the City deems such emergency action appropriate it shall provide the District with notice thereof in advance, if possible, but no later than 24-hours after the action is initiated.

C. The City, on behalf of the District, agrees to perform the following actions as set forth in 40 CFR Part 403.8(f) and summarized as follows:

(i) Control through permit, or similar means, the contribution to the City by Industrial Users and/or Nondomestic Users;
(ii) Require compliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users and/or Nondomestic Users;
(iii) Deny or condition new or increased contributions of pollutants or changes in the nature of pollutants by Industrial Users and/or Nondomestic Users;
(iv) Require the development of compliance schedules by each Industrial Users and/or Nondomestic Users for the installation of technology required to meet applicable Industrial Pretreatment Program standards and requirements;
(v) Require the submission of all notices and self-monitoring reports from Industrial Users and/or Nondomestic Users as are necessary to assess and assure compliance by Industrial Users and/or Nondomestic Users with Industrial Pretreatment Program standards and requirements, including, but not limited to, the reports required in 40 CFR 402.12;
(vi) Carry out all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial Users and/or Nondomestic Users, compliance or noncompliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users;
(vii) Enter premises of any Industrial User and/or Nondomestic User in which a discharge source or treatment system is located, or in which records are required to be kept pursuant to 40 CFR 403.12(o), to assure compliance with Industrial Pretreatment Program standards and requirements;
(viii) Evaluate compliance with the Industrial Pretreatment Program standards and requirements and obtain remedies, including the ability to seek injunctive relief and assess civil or criminal penalties for each violation;
(ix) Conform to confidentiality requirements set forth in 40 CFR Part 403.14 of the Industrial Pretreatment Program standards and requirements.

D. If the District performs its own fats, oils and grease ("FOG") program or petroleum, oil, grease and sand ("POGS") program it shall notify the City in the event that the District discontinues its FOG or POGS program. In which case, the City shall then administer the FOG and POGS program in addition to administrating the remaining sector control programs on behalf of and as agent for the District. The City shall have the right to charge a reasonable inspection fee to the District for any inspection related to Industrial Users and/or Nondomestic Users within the District's service area.

E. In the event that the District does not perform FOG or POGS programs the parties agree that the City shall perform and be responsible for the administration of these programs, as well as the remaining Sector Control Programs. The City shall have the right to charge a reasonable inspection fee to District for any inspection related to Industrial Users or Nondomestic Users within the District.

F. The City shall be responsible for administrating the remaining sector control programs in the District notwithstanding that the District performs its own FOG and POGS programs.

II. District Responsibilities

1. The District is responsible for, and shall accept, the following duties and perform the following actions for and in relation to all current and future Industrial Users and/or Nondomestic Users within the District's service area:

A. No later than June 30, 2017, the District shall adopt enforceable local sewer use rules and/or regulations which are no less stringent and are as broad in scope as the Industrial Pretreatment Program section of the Wastewater Utility Ordinance found in Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code or found in Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code. The City will provide to the District model regulations and any necessary revisions to the rule and/or regulations from time to time, and the District will adopt the revisions to its local sewer use rules and/or regulations that are at least as stringent as those adopted by the City.

B. The District will maintain current information on Industrial Users and/or Nondomestic Users located within the District's service area, and provide Industrial Users' information to the City upon request. The District agrees to provide to the City access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's service area.

C. The District shall enforce the provisions of its local sewer use regulations. In the event the District fails to take adequate enforcement action against noncompliant Industrial Users and/or Nondomestic Users in the District on a timely basis, the District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

D. The District shall provide the resources and commit to implementation and enforcement of the Industrial Pretreatment Program standards and requirements for the Industrial Users and/or Nondomestic Users in the District with the City's oversight of the program. In the event the District fails to provide resources, adequately implement or enforce the Industrial Pretreatment Program, the District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

E. The District agrees that in the event that the City is required to take responsibility for inspections of Industrial Users and/or Nondomestic Users on behalf of the District, due to inaction, refusal to inspect, or lack of personnel to inspect, by the District, the City may charge the District for the costs of any such inspections.

F. The District agrees that if the authority of the City to act as agent for the District under this Addendum is questioned by an Industrial User and/or Nondomestic User, court of law, or otherwise, the District will take action to ensure the implementation and enforcement of its local sewer use regulations against any Industrial Users and Nondomestic Users, within the District's service area, including but not limited to, implementing and enforcing its local sewer regulations on its own behalf and/or amending this Addendum to clarify the City's authority.

G. The District IS responsible for administering the FOG and POGS programs, including conducting all inspections required by these programs.

2. If any term of this Addendum is held to be invalid in any judicial action, the remaining terms will be unaffected.

REMAINDER OF PAGE INTENTIONALLY BLANK

CITY OF LITTLETON

_____
Mayor

_____
Attest

_____
Sanitation District, LEE SCHILLER, CHAIRMAN

_____
District Official

State of Colorado)
) ss.
County of Arapahoe)

The forgoing instrument was acknowledged before me this 2nd day of December, 2016, at 2630 W Belleview, Colorado, by Lee Schiller

Witness my hand and official seal.

My Commission expires: 6/19/2017

DONETTE B. HUNTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134038731
MY COMMISSION EXPIRES JUNE 19, 2017

_____
Notary Public

File
Janice Lux
original
6/17/88

SEWER SERVICE AGREEMENT

AND ADDENDUM

THIS AGREEMENT/ made and entered into this 17th day of June, 1988, by and between the CITY OF LITTLETON, COLORADO, a Home Rule City, hereinafter referred to as "City", and the THE COLUMBINE WATER AND SANITATION DISTRICT, a quasi-municipal corporation of the State of Colorado, hereinafter referred to as "District".

WITNESSETH:

THAT, WHEREAS, the City and the City of Englewood, Colorado, now own, maintain, and operate a regional sewage disposal plant capable of treating the sanitary sewage generated by A PORTION OF the District. ~~and currently providing sanitary sewer service to the District by contract dated _____; that said contract is valid and binding upon the parties hereto;~~ and

~~WHEREAS, the passage of time and changes of conditions dictate the mutuality of benefit in voiding the existing contract and executing a new contract which recognizes the said change of conditions, and~~

WHEREAS, it is the desire of the parties to enter into a sanitary sewer service contract incorporating therein all matters of agreement between them whereby the City agrees to receive and to process and dispose of the sewage from A PORTION OF the District's sanitary sewer collection system into the disposal system of the City.

NOW, THEREFORE, in consideration of their mutual covenants, the performance of terms and conditions hereinafter set forth, the sewage treatment facility expansion to be undertaken by the Cities, and further good and valuable consideration, the sufficiency of which is conclusively presumed adequate by the parties hereto by the execution of this Agreement, it is mutually agreed as follows:

I.

AUTHORITY TO CONTRACT

1.1 This Agreement is made in conformity with and pursuant to the provisions of the Charter of the City of Littleton, adopted at General City Election of July 28, 1959, which controls the sale of sanitary sewer services outside the City.

1.2 This contract pertains to the use of the regional sewage disposal plant owned by the City and also by the City of Englewood, Colorado, by persons and property located outside the City Limits of said cities, but within the present boundaries of the District, and provides a service area for anticipated future sanitary sewer service by the District upon enlargement of the District's geographical boundaries.

1.3 This contract is made by the District in accordance with powers granted to it by the statutes of the State of Colorado.

1.4 Specifically, this contract is in the public interest and in the furtherance of the protection of the public health and safety of the Littleton community and is being executed and performance covenanted between the City and the District pursuant to and in conformity with Artice XIV, Section 18 of the Constitution of the State of Colorado and 1973, C.R.S. 29-1-201 (Intergovernmental Relations - Cooperative Contracts), and the achievement of said purpose or purposes is to be liberally construed.

1.5 Each party hereto covenants, avers and currently agrees that the other party hereto is not a public utility as defined by 1973, C.R.S. 40-1-103, et seq., and that the execution and performance hereof does not alter or change said negative covenant, averment and agreement of the parties. This undertaking and the performance by the parties hereto of the covenants herein contained are to be construed in furtherance of local governments effectively using, in the most

efficient manner, their powers and responsibility by cooperative agreement as defined by Article XIV, Section 18 of the Colorado Constitution and 1973, C.R.S. 29-1-201, et seq.

II.

POINT OF CONNECTION

2.1. The District will connect its main sanitary sewer trunk line(s) from/~~within the District~~ THE PROPERTIES DESIGNATED IN EXHIBIT "A" at the following designated point(s):

a. Parcel No. 1 to the Southwest Metropolitan Water and Sanitation District Manhole No. C-8.

b. Parcel No. 2 to the Southwest Metropolitan Water and Sanitation District Manhole No. C-15.

and as shown on "as built" drawings in possession of the City and the District or at such other agreed points of connection.

2.2. The sewage to be delivered by the District to said point of connection shall be sewage with a 5-day B.O.D. strength of less than 300 Mg. per liter. Excessive amounts of water caused by infiltration of water into the sewer lines of the District, or resulting from any other causes, shall not be permitted. (Excessive infiltration shall be the standard set forth by the State Department of Health or shall not be greater than 200 gallons per 24-hour day per inch of diameter of pipe per mile, whichever is more restrictive. Drainage from storm sewers, French drains or other similar structures shall not be introduced into the sanitary sewer lines of the District or of the City by the District. The City standards, ordinances and regulations including, but not limited to, City ordinances relating to the pretreatment of industrial sewage (as the term "industrial sewage" is defined in said ordinances), shall be applicable to the District and its users and to the City and its users on a uniform basis, without preference. The District shall be notified in advance of any amendment or updating of said standards, ordinances or regulations in order that the District may offer such comment as it desires prior to such amendment or update being effected.

III.

INFILTRATION STANDARDS, NOTICE, CHARGE

3.1. The flow rates and infiltration in lines of the District shall not exceed accepted engineering practice and usage. General City guidelines relative to acceptable infiltration in new construction based upon the current state of the art shall be as follows: Infiltration shall not exceed standards set by the State Department of Health or 200 gallons per 24-hour day per inch of diameter per mile whichever standard is more restrictive. It is understood by the parties to this contract that City standards may change and become more stringent with the passage of time, and shall be applicable to the parties hereto and to all District contractees and users. The City and District shall be bound equally by any standards, regulations or modifications thereof.

3.2. It is agreed that if the infiltration into the sanitary sewer lines of the District exceeds the standards as set forth in Articles II and III above, the City shall give the District notice in writing directed to the address as hereinafter shown. In the event that the District has not proceeded with corrective work within ninety (90) days from the date of said notice, the City shall have the prerogative of surcharging the District for the infiltration occurring in excess of that allowed pursuant to the standard set forth in Section 3.1 above, said surcharge to be determined by converting said excess infiltration to single family equivalents and then multiplying the resulting number of single family equivalents by the then current sewer service charges in effect and provided that said surcharge shall continue until corrective work has been successfully completed. When so charged, the District shall make payment within sixty (60) days from the date of

billing. In addition to the above remedy, in the event the District has not proceeded with said curative work within ninety (90) days from the date of said notice, the City may, at its discretion, perform or have performed on the lines of the District necessary work to eliminate or restrict the infiltration, and in such case, the City shall bill the District for the cost of the said work so performed, and the District shall make payment within sixty (60) days from the date of Billing. In the event the City must resort to legal action and prevail against the District to collect said amount, the District shall also be liable for the City's attorney's fees and costs associated with said legal action, together with interest on said amount calculated at the rate of one (1%) per cent per month on the unpaid balance from the date of Billing.

Excessive infiltration from District or City mains is to be governed by the above criteria and penalties.

IV.

ACCEPTANCE AND TREATMENT

4.1 Subject to the conditions set forth below, the City shall accept sewage from the District for transportation and treatment at the point(s) of connection referred to in paragraph 2.1 above, and shall transport and treat, or cause to be treated, and shall dispose, or cause to be disposed of, all sewage that may be delivered to it by the District from the collection and transmission sewer lines of the District in accordance with the terms of this Agreement.

4.2 Other provisions of this contract notwithstanding, this contract shall, at all times, be subject to the requirements of Section 110 of the Charter of the City of Littleton. Both parties to this Agreement recognize that sewer service to the Littleton area is dependent upon natural forces and technological limitations which may be beyond the control of the City. No liability shall attach to the City hereunder on account of any failure to adequately anticipate the availability of sewer service or because of an actual sewer service failure due to an occurrence beyond the reasonable control of the City. The City agrees to provide adequate facilities to the sewer service users

within this District based upon historical experience insofar as reasonably possible, and further, that it will exercise its best efforts to provide for the future sewer service needs of the District and the City. The City agrees that it will not obligate itself for furnishing a greater amount of service than it can reasonably foresee will be available, and accordingly, will periodically evaluate present and future capacity requirements of the City and the Districts that contract with the City for sewer service in order to adequately plan for and meet such requirements, and further, to advise said Districts of any plans for meeting future capacity requirements in a timely manner so as to allow the Districts adequate time to comment on said plans. If conditions develop such that it becomes apparent to the City that all areas outside Littleton for which sewer service has been committed cannot be supplied adequately pursuant to this and similar contracts, the City reserves the right, in order to protect the existing sewer service users, to discontinue or to allocate the granting of further taps hereunder; provided, however, that the City shall be obligated to exercise this right for discontinuance or allocation both within the City and the District as to inside or outside City sewer taps in a fair and equitable manner in accordance with Section 110 of the Charter of the City of Littleton and the concept that the sewage treatment facility is regional in nature.

V.

ENGINEERING AND INSPECTION

5.1 The District, so far as possible, will locate the sewer collection lines of the District in dedicated roadways and shall furnish to the City's Director of Public Services for his approval prior to construction, detailed plans and specifications for all sewer collection lines and laterals or other lines to be constructed and installed by the District. If the State Board of Health so elects, it shall also have the right to approve such plans before construction commences. Said approval of the City's Director of Public Services shall be in writing, and shall be so indicated on the working drawings. Such plans and specifications shall meet the criteria of the

City Engineer's office, applicable to all parties hereto. The City shall be advised at least 24 hours in advance of the start of any construction and after completion of the above requirements.

5.2 All sanitary sewer system construction undertaken by the District may be inspected by the City. All construction of sewer facilities within the District shall be under the control of the District's engineer. The standard costs of testing, inspection and supervision of the construction shall be borne by the District, or the person, firm, or corporation responsible for the installation or extension of any main sewer lines or laterals, and all applicable standards for the protection of public health and public safety shall be met. The District shall notify the City of need for inspection of new construction, and City shall inspect within 24 hours of such notification or shall be deemed to have waived the right to inspect the new construction. Extensions of mains shall be constructed in all cases to a point 15 feet beyond the nearest property line of the last dwelling site to be served. All inspection fees of said construction by the City of sewer laterals, mains, or extensions thereof (excluding service lines) shall be paid on the basis of fees determined by ordinance of the City and being applicable to all similar inspections.

It is the obligation of the District to inspect all construction and to accomplish same substantially in accordance with the plans and specifications of the City.

5.3 The District shall file a reproducible copy of sewer line construction plans with the City's Director of Public Services showing the "as constructed" locations of all lateral and main sewer lines, manholes and other appurtenances within thirty (30) days after acceptance of said sewer lines or facilities by the District.

5.4 The District shall file annually with the City's Director of Public Services a current map of its boundaries.

VI.

RULES AND REGULATIONS

6.1 All connections made to the sewer lines of the District, and use thereof, shall be made in full compliance with the rules and regulations and ordinances now in force or hereafter enacted by the City of Littleton controlling the use of, the discharge of wastes into, and connections of private sewers with the main or lateral sanitary sewer lines of the City; and said sewer connections and the use of said lines shall be in full compliance with rules and regulations of the District, the State Board of Public Health and the applicable codes and ordinances of the City of Littleton, which rules and regulations will be equally enforced by the City and District.

6.2 The rules, regulations and standards of construction of the District shall be at least as stringent as those of the City.

VII.

LINE SIZE

7.1 The sizes of sewer lines and mains to be installed by the District shall be as required by the District. If the City requires the District, or any customer of the District extending a sewer line in the District, to install the line of greater capacity than is reasonably necessary to serve the District, the City shall bear such portion of the additional cost of said larger sewer line. The opinion of the City's Director of Public Services, based on accepted engineering practice and usage in the industry, as to line size required, shall be final and binding on both parties.

VIII.

REQUIREMENT TO CONNECT

8.1 The City may require the District, for health and sanitary purposes, upon twenty (20) days' written notice directed to the District, to exercise its statutory authority (C.R.S. 1973, as amended, 32-1-1006) to compel the owners of inhabited property within said District to connect their property with the sewer system of the District, and upon a failure so to connect within twenty (20) days after written notice by

the District so to do, the District may cause such connection to be made; provided, however, such owners shall not be compelled to install more than four hundred (400) feet of sewer pipe to the owner's dwelling place.

IX.

EASEMENTS

9.1 The City of Littleton agrees to grant and convey, without charge, such necessary and City-approved rights-of-way and easements through, over and across any streets, roads or alleys or other property owned or controlled by the City, for the use of the District, in installing, connecting and laying sanitary sewer facilities within the described service area of the District, with the right of ingress, egress, and regress for the purpose of installing, repairing, enlarging and replacing the said facilities upon such terms and conditions (other than charges for said rights) as the City shall deem necessary; provided, however, that the said District shall so locate its sewer and lateral transmission lines in a location approved by the City's Director of Public Services and pursuant to his approval. In the event it is necessary for the District to make cuts into existing streets, the District agrees to comply with the ordinances and regulations of the City of Littleton as then existing controlling such street cuts, pavement replacement and similar activities. The City shall provide to the District documentation for said easements as necessary.

X.

TAP CHARGES

10.1 For the right and privilege of connecting a sewer service line to the lines or the mains of the District which ultimately transmit to the City of Littleton, and before said connection shall be made, a permit shall be obtained from the City.* If Option I, specified in Section 11.2 herein, has been selected, the owner of the property desiring to connect said property shall obtain the permit. If Option 2, specified in Section 11.3 herein, has been selected, the District shall obtain the aforesaid permit for the owner. No permit shall be issued by the City in absence of either an appropriately executed permit for said connection from the District and a

building permit issued by the appropriate local government having jurisdiction over construction on the property requesting connection. The applicant shall pay to the City the sewage connection charge (tap fee) therefor as fixed by ordinance of the City of Littleton, or any amendment or change therein as may be hereafter enacted and which is applicable to all other similar sewer connections outside of the City limits of the City of Littleton.

This Agreement is being executed after extended negotiations by the City and the District. Said negotiations recognize the investment of the City and the District in regard to capital contribution and the regional concept of the sewage treatment facility. It is the agreement of the parties that a minimal differential of tap fees or service charges within the City with those of users outside of the City is the ultimate objective of the parties.

10.2 Passage of time may require an adjustment in the sewer tap fees to be charged by the City.

XI.

SERVICE CHARGE

11.1 The City shall charge and receive a periodic fee for sanitary sewer services furnished to the District or its users. Said charge or fee shall be as adjusted, amended or changed, by City ordinance, from time to time as necessary. The method if effectuating the charge and payment of said fee shall generally be according to one of the options as specified in paragraphs 11.2 or 11.3, herein, as requested by the District and agreed to by the City, said option to be selected at the time of execution of this agreement and appropriately noted as hereafter provided on the signature page. The City shall have the power to enforce collection of unpaid sanitary sewer charges of any of the users connected to the District's lines as the City may so determine.

11.2 Option I. The City shall bill all District users directly and all such users shall pay said charges directly to the City. THE DISTRICT SHALL HAVE THE RIGHT TO CHARGE ITS VARIOUS USERS AN ADDITIONAL SERVICE CHARGE AS IT SHALL DETERMINE.

11.3 Option II. The District will pay, within thirty (30) days of Billing by the City, for all sanitary sewer services furnished to the District's users by the City at current charges, less 2½% thereof, which may be retained by the District for reimbursement of the cost of collection. The City shall have no direct responsibility for collection of bills from the sewer service users in the District service area. The District shall have the right to charge its various users an additional service charge as it shall determine.

11.4 In the event Option I, as defined under paragraph 11.2 hereof, is employed for the collection of sewer service charges, failure of the users located within the District service area to pay to the City the sewer service charges shall in no way be considered a default by the District of this contract; however, the District shall exert its best efforts to bring about payment of such charges, and in the event the District does not cooperate, this may be considered a default in the terms of this contract.

11.5 In the event Option II, as defined under paragraph 11.3 hereof, is selected for the collection of sewer service charges, failure of the District to pay the City sewer service charges incurred by the District due to the provision of sewer service charges to users located within the District sewer service area, shall be considered a default by the District of this contract.

11.6 Notwithstanding any provision of this article to the contrary, the passage of time, funding requirements or changed conditions may mandate that a different method of the charging and collection of sewer service charges be utilized. In such cases, the City shall seek the input of the District as to any concerns, suggestions or desires it may have as to proposed

changes in methods of charging and collection of sewer service charges, prior to any such change being effectuated. Any such change, after the date upon which this agreement becomes effective, may be accomplished either by City ordinance or by mutual agreement of the City and the District. Such change, which by way of example and not of limitation, may involve the application of a method of metering the total sewer service requirement of the District and shall be done only in a manner which will provide that ample and adequate time be allowed for both the City and the District to accomplish said change and related changes in billing and administrative procedure and policies as necessary. In any case, if the District has selected payment Option 2, as specified in Section 11.3 above, there shall be no change in the method of billing and payment, although the amounts so billed and paid may change.

11.7 While the passage of time may require adjustments in the sewer service charges or fees of the City to the District, or of the City to the users within the District, any such adjustments for sewer service charges by the City shall be applied uniformly to all districts being served by the City.

11.8 It is agreed that should the City annex any lands within the District, that sewer service charges imposed by the City for said annexed lands shall be at the same rate as would be charged all other City residents, provided, however, that the District shall not be prohibited from surcharging such lands for expenses such as administration, line maintenance and debt service, etc., associated with District lines which may continue to be used for the purpose of sewage transmission from such annexed lands, as may be allowed by law.

XII.

SERVICE AREA

12.1 The District's sewer service area SUBJECT TO THIS AGREEMENT shall encompass the real property described in Exhibit "A", which is attached hereto and incorporated herein by this reference.

12.2 The District proposes the service area as described in Exhibit "A", in order to provide for proper growth and development. All of the District's sewer outfalls which have

been and which are now being constructed within the area are designed to provide "drainage basin capabilities".

12.3 For planning purposes only, the above-described sewer service area shall not exceed 250 single family, or equivalent, sanitary sewer taps when fully developed. The District estimates new sewer tap requirements through the year 1999 at the approximate rate of 3 additional sanitary sewer, or equivalent sewer taps, per calendar year. It is agreed that the District shall not be required to actually acquire all of the taps so estimated.

12.4 The District's service area may from time to time be reduced by exclusion of land now within the District, or enlarged by inclusion of additional properties. The City shall not be required to provide sanitary sewer services for any such additional properties unless the inclusion of such properties in the District has been approved by City Council; and after due consideration to the requirements of Section 110 of the Littleton City Charter. Exclusion of properties from the District for which the City provides sanitary sewer services shall not be permitted, except if agreed to in writing signed by the President of City Council.

12.5 During the term of this agreement, ~~neither the District nor any~~ NONE OF THE SUBJECT TO THIS AGREEMENT properties within the District shall be provided with sewage treatment services by any sewage treatment facility other than that facility owned and operated by the Cities of Littleton and Englewood, unless the provision of such services has been agreed to in advance and in writing by the City or the City is unable to serve the District.

XIII.

POLICING OF LINES AND TAPS

13.1 The District agrees to police any and all of its sanitary sewer collection facilities in order to detect and prevent any unauthorized connections thereto. Further, the District agrees upon detection, to cause to be disconnected any unauthorized sewer taps, the owners of which upon demand refuse to fulfill the requirements for an unauthorized tap.

13.2 The City may, if it so desires, at its own expense,

police and inspect the District's sanitary sewer facilities, and if it so discovers any unauthorized sanitary sewer taps located within the District, the District agrees, upon proper notification from the City, to forthwith effect a disconnection of said unauthorized tap or taps if the owners of which, upon demand, refuse to fulfill the requirements for an unauthorized tap. If it is determined that there are unauthorized sanitary sewer taps located within the District, then twice the applicable tap fee existing at the time of the discovery of any such taps shall be paid as liquidated damages. Further, all past uncollected service charges at the current rate shall also be paid.

13.3. In the event an unauthorized tap is discovered by either the District or the City, the City and the District shall cooperate and take all actions necessary to collect all tap fees, service charges and penalties set forth herein. In the event the making of the unauthorized tap or the failure to discover the same is as a result of the District's negligence, the District shall pay to the City all tap fees, service charges, and penalties as specified herein, and it shall then be incumbent on the District to achieve repaying of said amount from its user as it shall deem appropriate.

XIV.

CONTINUAL SERVICE

14.1. Subject to the requirements of Section 110 of the Littleton City Charter and Article IV above, the City agrees to use every reasonable means to furnish a continual sanitary sewer service to the District.

XV.

CONTRACT NOT ASSIGNABLE

15.1. The District shall have no right to assign this contract or any of its rights under the same unless the City shall have assented to such assignment with the same formality as employed in the execution of this contract, which assent by the City shall not be unreasonably withheld.

15.2. The City shall have the right to assign its rights and obligations under this contract to a Regional Service Authority or other similar entity.

XVI.

TERM

16.1 The parties hereto agree that this contract will continue until terminated by a mutual agreement of the parties hereto. The parties recognize that the City is continually involved in studying its plant and intends to make and will in the future be making additional sizeable capital improvements at its expense. Bonds are currently outstanding, and it is anticipated that the new bonds may be issued by the City to finance improvements to and expansion of the sewer treatment facility, and it is, therefore, specifically and clearly understood between the parties that this contract shall be irrevocable during the time that the original bonds are outstanding.

XVII.

MODIFICATION

17.1 The benefits and obligations created by this contract may not be modified by an agreement, unless the same be in writing and executed with the same formality as this contract; provided, however, that in the event a sewer service contract is hereafter entered into between the City and another quasi-municipal sanitation district or water and sanitation district on any terms or conditions more favorable to such sanitation district or water and sanitation district than those set forth in this Agreement, it shall be the duty of the City to offer such more favorable terms and conditions to the District.

XVIII.

CAPITAL IMPROVEMENTS

18.1 That in the event capital improvements and modifications of the District's sewer facilities are required and which modified facilities provide, or will provide, sewer services to the City, the District agrees, except in emergency situations, to advise the City six (6) months in advance of proposed capital improvements in order that the City may become a party to such plans and modification program. It is the purpose of the foregoing to accommodate financial planning and the budget process.

18.2 That at some time in the future, should the Colorado Department of Public Health, or the state of the art of sani-

tary sewage treatment require the chlorination of sewage in outfall sewer collection mains, the District agrees after six (6) months' notice of these requirements, to work with the City in developing such chlorination facilities in order to meet State Health Standards.

XIX.

NOTICES

19.1 Any and all notices contemplated or required by the contract shall be directed to the parties thereto as follows:

City of Littleton
City Manager, Littleton Center
2255 West Berry
Littleton, Colorado 80165

District:

Columbine Water and Sanitation District
c/o Randy D. Funk
Gorsuch, Kirgis, Campbell,
Walker and Grover
1401 Seventeenth Street, #1100
Denver, CO 80202

19.2 Changes in the above designation of address shall become effective upon notification by party changing address to the other party directed via certified mail, postage prepaid, to the address above indicated. Thereafter, the address for notification shall be as set forth in the notice of changes.

XX.

EXISTING SANITARY SEWER SERVICE AGREEMENTS

20.1 Upon execution of this Agreement, the contract dated N/A shall be terminated and superseded.

20.2 There also exists another sewer service agreement(s) between the City and the District as follows:

N/A

20.3 The effect of this Agreement on those previous agreements listed in paragraph 20.2 is as follows:

N/A

20.4. There exists an agreement(s) between the District and another district(s) which utilizes the City's sewage treatment facilities as follows:

See Exhibit "C" attached hereto and made a part hereof.

20.5. The effect of this Agreement, if any, to those agreements listed in paragraph 20.4 are as follows:

All of the above-listed contracts have been previously ratified, confirmed and approved by the City of Littleton; and, accordingly, this Agreement should have no effect on said contracts, other than continued service pursuant to said agreements in conformity with the terms and conditions hereof.

IN WITNESS WHEREOF, the parties to this Agreement have caused their corporate names to be hereunto subscribed by their proper corporate officers and their corporate seals hereunto affixed on the day and year first above written, for the uses and purposes as hereinabove set forth.

ATTEST:

Janice L. Owen
City Clerk

(S E A L)

CITY OF LITTLETON, COLORADO

By: Stanley Ensley
President of City Council

APPROVED AS TO FORM:

Mary L. Behrens
City Attorney

ATTEST:

Secretary

COLUMBINE WATER AND SANITATION DISTRICT

By: William A. Newton
William A. Newton, President

ARTICLE XI - SEWER SERVICE CHARGE OPTION SELECTED:

OPTION I

ADDENDUM

THIS AGREEMENT IS INTENDED TO APPLY ONLY TO THE DISTRICT'S SEWER COLLECTION LINES WHICH ARE LOCATED WITHIN THE LITTLETON SEWER SERVICE AREA AS DESIGNATED ON EXHIBIT "A".

ALL REFERENCES IN THIS AGREEMENT TO THE BOARD OF HEALTH ARE TO THE COLORADO BOARD OF HEALTH.

*THE CITY ACKNOWLEDGES, HOWEVER, THAT THE TAP FEES FOR ELEVEN TAPS IN THE AMOUNT OF $107.00 PER TAP HAVE BEEN PAID TO THE CITY OF ENGLEWOOD AND WILL BE TRANSFERRED TO THE CITY AND, THEREFORE, NO ADDITIONAL TAP FEES WILL BE DUE AND OWING FOR SUCH ELEVEN TAPS. THE LOTS FOR WHICH SUCH TAPS WERE PAID ARE LISTED ON EXHIBIT "B" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

EXHIBIT A

LEGAL DESCRIPTION

COLUMBINE WATER AND SANITATION DISTRICT
PARCEL NO. 1
SEWER SERVICE AREA
TO MANHOLE C-8 OF
SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT

1. LOTS 1-6 INCLUSIVE, BLOCK D AND LOTS 8-14 INCLUSIVE, BLOCK C OF THE PLAT OF THE THREE PONDS SUBDIVISION AS RECORDED AT BOOK 23, PAGE 97 OF THE RECORDS OF ARAPAHOE COUNTY, COLORADO.

2. BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 1/2, SW 1/4, SECTION 19, TOWNSHIP 5 SOUTH, RANGE 68 WEST, OF THE 6th PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, WHICH POINT IS 1471.1 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH 1/2, SW 1/4 OF SAID SECTION 19 AND WHICH POINT IS THE POINT OF BEGINNING OF THAT PARCEL OF LAND DESCRIBED IN BOOK 5033, PAGE 494 OF THE RECORDS OF ARAPAHOE COUNTY, COLORADO; THENCE NORTH 01° 42' WEST A DISTANCE OF 683.00 FEET TO THE SOUTH BOUNDARY OF A 30 FOOT WIDE ROAD; THENCE EAST, ALONG THE SOUTH BOUNDARY OF SAID ROAD A DISTANCE OF 222.00 FEET; THENCE NORTH 30.00 FEET TO THE NORTH BOUNDARY OF SAID ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THAT PARCEL OF LAND DESCRIBED AT BOOK 4999, PAGE 538, OF THE RECORDS OF ARAPAHOE COUNTY, COLORADO; THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY BOUNDARIES OF SAID PARCEL OF LAND THE FOLLOWING 7 CALLS: NORTH 884.00 FEET TO A POINT; S 61° 50' E, 214.0 FEET TO A POINT; S 68° 50' E, 240.0 FEET TO A POINT; S 64° 15' E, 300.0 FEET TO A POINT; S 55° 25' E, 365.0 FEET TO A POINT; S 62° 10' E, 100.0 FEET TO A POINT; S 9° 30' W, 315.0 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF A 30 FOOT WIDE ROAD; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID ROAD 502.6 FEET; THENCE SOUTH 713.0 FEET TO THE SOUTH LINE OF THE NORTH 1/2, SW 1/4, SECTION 19; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 1/2, SW 1/4 SECTION 19 A DISTANCE OF 760.4 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL NO. 2

TO MANHOLE C-15 OF

SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT

THE PLAT OF " COVENTRY AMENDED PLAT "

EXHIBIT "B"

LOTS 2-6 INCLUSIVE, BLOCK D AND LOTS 8-12 AND 14 INCLUSIVE, BLOCK C OF THE PLAT OF THE THREE PONDS SUBDIVISION AS RECORDED AT BOOK 23, PAGE 97 OF THE RECORDS OF ARAPAHOE COUNTY, COLORADO.

EXHIBIT "C"

1. A Sewer Service Agreement dated September 5, 1973, between the Southwest Metropolitan Water and Sanitation District and Columbine Water and Sanitation District.

2. A Sewer Connection Agreement dated December 4, 1987, between the Southwest Metropolitan Water and Sanitation District and Columbine Water and Sanitation District.

ADDENDUM TO SEWER SERVICE AGREEMENT

For Sanitation Districts with Industrial Users

This Addendum is made and entered into this 18th day of JANUARY 2017, to be effective as of APRIL 18, 2017, by and between the CITY of LITTLETON, COLORADO, hereinafter referred to as "City", a municipal corporation, acting by and through its duly elected, qualified and authorized Mayor and City Clerk, and Grant Water & Sanitation District (Name of Sanitation District), a quasi-municipal corporation (Type of Entity) of the State of Colorado, hereinafter called "District", acting by and through its authorized Representative.

WITNESSETH

WHEREAS, the City and the District previously entered into a Sewer Service Agreement, ("Agreement") dated NOVEMBER 10, 1983, a copy of which is attached hereto and incorporated by reference, pursuant to which the City and the District agreed that the City would provide wastewater treatment services to the District through the Littleton/Englewood Bi-City Wastewater Treatment Plant ("Wastewater Plant"); and

WHEREAS, the terms and provisions of the Agreement remain in effect unless expressly modified by this Addendum; and

WHEREAS, the United States Environmental Protection Agency ("EPA") has instructed the City to establish an inter-jurisdictional agreement between the City and the District which provides the City with the authority to implement the "Industrial Pretreatment Program", contained in 40 CFR Part 403 promulgated by the EPA and Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, for any industrial users currently located or hereafter locating in the District; and

WHEREAS, the Agreement provides that in the operation of the District's sanitary sewer system all applicable City municipal code provisions and rules and regulations of the City shall be the minimum standards for the District's sanitary sewer system; and

WHEREAS, the City has determined that the provisions of the Agreement provide the City with sufficient authority to satisfy the inter-jurisdictional agreement requirements imposed by the EPA; and

WHEREAS, the parties desire to further clarify the obligations and responsibilities of the District and the City with respect to the enforcement of the City's Municipal Code, rules and regulations within the service area of the District; and

WHEREAS, the EPA defines "Industrial User" as "a source of nondomestic waste" and "any nondomestic source discharging pollutants to a Publicly Owned Treatment Works". EPA defines Nondomestic User as "any person or entity that discharges wastewater from any facility other than a residential unit".

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. The recitals above are incorporated herein by this reference.

2. The City and District mutually agree to comply fully with all applicable federal, state and local laws, rules and regulations, including but not limited to 40 CFR Part 403 promulgated by the EPA, Colorado Regulations 5 CCR 1002-63 promulgated by the Colorado Water Quality Commission pursuant to Colorado Revised Statute 22-8-508, and Title 12, Chapter 2, Section 5 of the Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, as each is amended from time to time, and all wastewater contribution requirements adopted by the City in accordance with the Agreement.

3. The parties, from time to time, shall review and revise this Addendum, if necessary, to ensure compliance with 42 U.S.C. § 1251 et. seq., of the Federal Clean Water Act, the federal rules and regulations found at 40 CFR Part 403 issued thereunder, and the City Municipal Code.

I. City Responsibilities

1. The City shall be responsible for and shall accept the following duties and perform the following actions in relation to all current and future Industrial Users and/or Nondomestic Users located within the District, and the District agrees to cooperate to the extent necessary for the City to successfully carry out its responsibilities:

   A. The City, on behalf of and as an agent for the District, shall perform technical and administrative duties necessary to assist the District with the implementation and enforcement of the District's rules and regulations regarding Industrial Users and/or Nondomestic Users. Without limiting the generality of the foregoing, the City agrees that it shall:

      (i) Update the City's industrial waste survey;
      (ii) Issue permits to all Industrial Users and/or Nondomestic Users within the District required to obtain a permit;
      (iii) Have the right to conduct inspections, sampling, and analysis;
      (iv) Take all appropriate enforcement actions as outlined in the City's enforcement response plan and consistent with this Addendum;
      (v) Provide notice to the District of enforcement actions taken by the City against any Industrial User and/or Nondomestic Users located within the District boundaries;
      (vi) Perform any other technical or administrative duties the parties deem appropriate;
      (vii) Upon reasonable notice to the City, provide the District access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's

service area.

(viii) The City will make a reasonable effort to notify the District in advance of any public hearing to change municipal code provisions referenced in this Addendum, and make a reasonable effort to provide an opportunity for the District to comment on proposed changes.

B. In addition, the City may, as appropriate, and as an agent of the District, take emergency action to stop or prevent the discharge from Industrial Users or Nondomestic Users of any wastewater which presents or may present an imminent danger to the health, safety and welfare of humans or which reasonably appears to threaten the environment, or which threatens to cause interference with, or pass through the Wastewater Plant, or cause sludge contamination. In the event the City deems such emergency action appropriate it shall provide the District with notice thereof in advance, if possible, but no later than 24-hours after the action is initiated.

C. The City, on behalf of the District, agrees to perform the following actions as set forth in 40 CFR Part 403.8(f) and summarized as follows:

(i) Control through permit, or similar means, the contribution to the City by Industrial Users and/or Nondomestic Users;

(ii) Require compliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users and/or Nondomestic Users;

(iii) Deny or condition new or increased contributions of pollutants or changes in the nature of pollutants by Industrial Users and/or Nondomestic Users;

(iv) Require the development of compliance schedules by each Industrial Users and/or Nondomestic Users for the installation of technology required to meet applicable Industrial Pretreatment Program standards and requirements;

(v) Require the submission of all notices and self-monitoring reports from Industrial Users and/or Nondomestic Users as are necessary to assess and assure compliance by Industrial Users and/or Nondomestic Users with Industrial Pretreatment Program standards and requirements, including, but not limited to, the reports required in 40 CFR 402.12;

(vi) Carry out all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial Users and/or Nondomestic Users, compliance or noncompliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users;

(vii) Enter premises of any Industrial User and/or Nondomestic User in which a discharge source or treatment system is located, or in which records are required to be kept pursuant to 40 CFR 403.12(o), to assure compliance with Industrial Pretreatment Program standards and requirements;

(viii) Evaluate compliance with the Industrial Pretreatment Program standards and requirements and obtain remedies, including the ability to seek injunctive relief and assess civil or criminal penalties for each violation;

(ix) Conform to confidentiality requirements set forth in 40 CFR Part 403.14 of the Industrial Pretreatment Program standards and requirements.

D. If the District performs its own fats, oils and grease ("FOG") program or petroleum, oil, grease and sand ("POGS") program it shall notify the City in the event that the District discontinues its FOG or POGS program. In which case, the City shall then administer the FOG and POGS program in addition to administrating the remaining sector control programs on behalf of and as agent for the District. The City shall have the right to charge a reasonable inspection fee to the District for any inspection related to Industrial Users and/or Nondomestic Users within the District's service area.

E. In the event that the District does not perform FOG or POGS programs the parties agree that the City shall perform and be responsible for the administration of these programs, as well as the remaining Sector Control Programs. The City shall have the right to charge a reasonable inspection fee to District for any inspection related to Industrial Users or Nondomestic Users within the District.

F. The City shall be responsible for administrating the remaining sector control programs in the District notwithstanding that the District performs its own FOG and POGS programs.

II. District Responsibilities

1. The District is responsible for, and shall accept, the following duties and perform the following actions for and in relation to all current and future Industrial Users and/or Nondomestic Users within the District's service area:

A. No later than June 30, 2017, the District shall adopt enforceable local sewer use rules and/or regulations which are no less stringent and are as broad in scope as the Industrial Pretreatment Program section of the Wastewater Utility Ordinance found in Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code or found in Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code. The City will provide to the District model regulations and any necessary revisions to the rule and/or regulations from time to time, and the District will adopt the revisions to its local sewer use rules and/or regulations that are at least as stringent as those adopted by the City.

B. The District will maintain current information on Industrial Users and/or Nondomestic Users located within the District's service area, and provide Industrial Users' information to the City upon request. The District agrees to provide to the City access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's service area.

C. The District shall enforce the provisions of its local sewer use regulations. In the event the District fails to take adequate enforcement action against noncompliant Industrial Users and/or Nondomestic Users in the District on a timely basis, the

District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

D. The District shall provide the resources and commit to implementation and enforcement of the Industrial Pretreatment Program standards and requirements for the Industrial Users and/or Nondomestic Users in the District with the City's oversight of the program. In the event the District fails to provide resources, adequately implement or enforce the Industrial Pretreatment Program, the District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

E. The District agrees that in the event that the City is required to take responsibility for inspections of Industrial Users and/or Nondomestic Users on behalf of the District, due to inaction, refusal to inspect, or lack of personnel to inspect, by the District, the City may charge the District for the costs of any such inspections.

F. The District agrees that if the authority of the City to act as agent for the District under this Addendum is questioned by an Industrial User and/or Nondomestic User, court of law, or otherwise, the District will take action to ensure the implementation and enforcement of its local sewer use regulations against any Industrial Users and Nondomestic Users, within the District's service area, including but not limited to, implementing and enforcing its local sewer regulations on its own behalf and/or amending this Addendum to clarify the City's authority.

G. The District IS responsible for administering the FOG and POGS programs, including conducting all inspections required by these programs.

2. If any term of this Addendum is held to be invalid in any judicial action, the remaining terms will be unaffected.

REMAINDER OF PAGE INTENTIONALLY BLANK

CITY OF LITTLETON

_____
Mayor

_____
Attest

Grant Water & Sanitation District
Sanitation District

H B Van Valkenburgh, Chairman
District Official

State of Colorado)
) ss.
County of Jefferson)

The forgoing instrument was acknowledged before me this 18th day of January, 2017, at _____, Colorado, by Horace B. Van Valkenburgh

Witness my hand and official seal.

My Commission expires: 3/8/2020

NICOLE L. SIMONSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124014672
MY COMMISSION EXPIRES MAR. 8, 2020

_____
Notary Public

City Engineer Copy

SEWER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of NOVEMBER, 1983, by and between the CITY OF LITTLETON, COLORADO, a Home Rule City, hereinafter referred to as "City", and the Grant Water and Sanitation District, a quasi-municipal corporation of the State of Colorado, hereinafter referred to as "District".

WITNESSETH:

THAT, WHEREAS, the City and the City of Englewood, Colorado, now own, maintain, and operate a regional sewage disposal plant capable of treating the sanitary sewage generated by the District and currently providing sanitary sewer service to the District by contract dated Exhibit A attached hereto and made a part hereof; that said contract is valid and binding upon the parties hereto; and

WHEREAS, the passage of time and changes of conditions dictate the mutuality of benefit in voiding the existing contract and executing a new contract which recognizes the said change of conditions; and

WHEREAS, it is the desire of the parties to enter into a sanitary sewer service contract incorporating therein all matters of agreement between them whereby the City agrees to receive and to process and dispose of the sewage from the District's sanitary sewer collection system into the disposal system of the City.

NOW, THEREFORE, in consideration of their mutual covenants, the performance of terms and conditions hereinafter set forth, the sewage treatment facility expansion to be undertaken by the Cities, and further good and valuable consideration, the sufficiency of which is conclusively presumed adequate by the parties hereto by the execution of this Agreement, it is mutually agreed as follows:

I.

AUTHORITY TO CONTRACT

1.1 This Agreement is made in conformity with and pursuant to the provisions of the Charter of the City of Littleton, adopted at General City Election of July 28, 1959, which controls the sale of sanitary sewer services outside the City.

1.2 This contract pertains to the use of the regional sewage disposal plant owned by the City and also by the City of Englewood, Colorado, by persons and property located outside the City Limits of said cities, but within the present boundaries of the District, and provides a service area for anticipated future sanitary sewer service by the District upon enlargement of the District's geographical boundaries.

1.3 This contract is made by the District in accordance with powers granted to it by the statutes of the State of Colorado.

1.4 Specifically, this contract is in the public interest and in the furtherance of the protection of the public health and safety of the Littleton community and is being executed and performance covenanted between the City and the District pursuant to and in conformity with Artice XIV, Section 18 of the Constitution of the State of Colorado and 1973, C.R.S. 29-1-201 (Intergovernmental Relations - Cooperative Contracts), and the achievement of said purpose or purposes is to be liberally construed.

1.5 Each party hereto covenants, avers and currently agrees that the other party hereto is not a public utility as defined by 1973, C.R.S. 40-1-103, et seq., and that the execution and performance hereof does not alter or change said negative covenant, averment and agreement of the parties. This undertaking and the performance by the parties hereto of the covenants herein contained are to be construed in furtherance of local governments effectively using, in the most

efficient manner, their powers and responsiblity by cooperative agreement as defined by Article XIV, Section 18 of the Colorado Constitution and 1973, C.R.S. 29-1-201, et seq.

II.

POINT OF CONNECTION

2.1. The District will connect its main sanitary sewer trunk line(s) from within the District at the following designated point(s): See Exhibit B attached hereto and made a part hereof by this reference.

and as shown on "as built" drawings in possession of the City and the District or at such other agreed points of connection.

2.2. The sewage to be delivered by the District to said point of connection shall be sewage with a 5-day B.O.D. strength of less than 300 Mg. per liter. Excessive amounts of water caused by infiltration of water into the sewer lines of the District, or resulting from any other causes, shall not be permitted. (Excessive infiltration shall be the standard set forth by the State Department of Health or shall not be greater than 200 gallons per 24-hour day per inch of diameter of pipe per mile, whichever is more restrictive. Drainage from storm sewers, French drains or other similar structures shall not be introduced into the sanitary sewer lines of the District or of the City by the District. The City standards, ordinances and regulations including, but not limited to, City ordinances relating to the pretreatment of industrial sewage (as the term "industrial sewage" is defined in said ordinances), shall be applicable to the District and its users and to the City and its users on a uniform basis, without preference. The District shall be notified in advance of any amendment or updating of said standards, ordinances or regulations in order that the District may offer such comment as it desires prior to such amendment or update being effected.

III.

INFILTRATION STANDARDS, NOTICE, CHARGE

3.1. The flow rates and infiltration in lines of the District shall not exceed accepted engineering practice and usage. General City guidelines relative to acceptable infiltration in new construction based upon the current state of the art shall be as follows: Infiltration shall not exceed standards set by the State Department of Health or 200 gallons per 24-hour day per inch of diameter per mile whichever standard is more restrictive. It is understood by the parties to this contract that City standards may change and become more stringent with the passage of time, and shall be applicable to the parties hereto and to all District contractees and users. The City and District shall be bound equally by any standards, regulations or modifications thereof.

3.2. It is agreed that if the infiltration into the sanitary sewer lines of the District exceeds the standards as set forth in Articles II and III above, the City shall give the District notice in writing directed to the address as hereinafter shown. In the event that the District has not proceeded with corrective work within ninety (90) days from the date of said notice, the City shall have the prerogative of surcharging the District for the infiltration occurring in excess of that allowed pursuant to the standard set forth in Section 3.1 above, said surcharge to be determined by converting said excess infiltration to single family equivalents and then multiplying the resulting number of single family equivalents by the then current sewer service charges in effect and provided that said surcharge shall continue until corrective work has been successfully completed. When so charged, the District shall make payment within sixty (60) days from the date of

billing. In addition to the above remedy, in the event the District has not proceeded with said curative work within ninety (90) days from the date of said notice, the City may, at its discretion, perform or have performed on the lines of the District necessary work to eliminate or restrict the infiltration, and in such case, the City shall bill the District for the cost of the said work so performed, and the District shall make payment within sixty (60) days from the date of Billing. In the event the City must resort to legal action and prevail against the District to collect said amount, the District shall also be liable for the City's attorney's fees and costs associated with said legal action, together with interest on said amount calculated at the rate of one (1%) per cent per month on the unpaid balance from the date of Billing.

Excessive infiltration from District or City mains is to be governed by the above criteria and penalties.

IV.

ACCEPTANCE AND TREATMENT

4.1 Subject to the conditions set forth below, the City shall accept sewage from the District for transportation and treatment at the point(s) of connection referred to in paragraph 2.1 above, and shall transport and treat, or cause to be treated, and shall dispose, or cause to be disposed of, all sewage that may be delivered to it by the District from the collection and transmission sewer lines of the District in accordance with the terms of this Agreement.

4.2 Other provisions of this contract notwithstanding, this contract shall, at all times, be subject to the requirements of Section 110 of the Charter of the City of Littleton. Both parties to this Agreement recognize that sewer service to the Littleton area is dependent upon natural forces and technological limitations which may be beyond the control of the City. No liability shall attach to the City hereunder on account of any failure to adequately anticipate the availability of sewer service or because of an actual sewer service failure due to an occurrence beyond the reasonable control of the City. The City agrees to provide adequate facilities to the sewer service users

within this District based upon historical experience insofar as reasonably possible, and further, that it will exercise its best efforts to provide for the future sewer service needs of the District and the City. The City agrees that it will not obligate itself for furnishing a greater amount of service than it can reasonably foresee will be available, and accordingly, will periodically evaluate present and future capacity requirements of the City and the Districts that contract with the City for sewer service in order to adequately plan for and meet such requirements, and further, to advise said Districts of any plans for meeting future capacity requirements in a timely manner so as to allow the Districts adequate time to comment on said plans. If conditions develop such that it becomes apparent to the City that all areas outside Littleton for which sewer service has been committed cannot be supplied adequately pursuant to this and similar contracts, the City reserves the right, in order to protect the existing sewer service users, to discontinue or to allocate the granting of further taps hereunder; provided, however, that the City shall be obligated to exercise this right for discontinuance or allocation both within the City and the District as to inside or outside City sewer taps in a fair and equitable manner in accordance with Section 110 of the Charter of the City of Littleton and the concept that the sewage treatment facility is regional in nature.

V.

ENGINEERING AND INSPECTION

5.1 The District, so far as possible, will locate the sewer collection lines of the District in dedicated roadways and shall furnish to the City's Director of Public Services for his approval prior to construction, detailed plans and specifications for all sewer collection lines and laterals or other lines to be constructed and installed by the District. If the State Board of Health so elects, it shall also have the right to approve such plans before construction commences. Said approval of the City's Director of Public Services shall be in writing, and shall be so indicated on the working drawings. Such plans and specifications shall meet the criteria of the

City Engineer's office, applicable to all parties hereto. The City shall be advised at least 24 hours in advance of the start of any construction and after completion of the above requirements.

5.2 All sanitary sewer system construction undertaken by the District may be inspected by the City. All construction of sewer facilities within the District shall be under the control of the District's engineer. The standard costs of testing, inspection and supervision of the construction shall be borne by the District, or the person, firm, or corporation responsible for the installation or extension of any main sewer lines or laterals, and all applicable standards for the protection of public health and public safety shall be met. The District shall notify the City of need for inspection of new construction, and City shall inspect within 24 hours of such notification or shall be deemed to have waived the right to inspect the new construction. Extensions of mains shall be constructed in all cases to a point 15 feet beyond the nearest property line of the last dwelling site to be served. All inspection fees of said construction by the City of sewer laterals, mains, or extensions thereof (excluding service lines) shall be paid on the basis of fees determined by ordinance of the City and being applicable to all similar inspections.

It is the obligation of the District to inspect all construction and to accomplish same substantially in accordance with the plans and specifications of the City.

5.3 The District shall file a reproducible copy of sewer line construction plans with the City's Director of Public Services showing the "as constructed" locations of all lateral and main sewer lines, manholes and other appurtenances within thirty (30) days after acceptance of said sewer lines or facilities by the District.

5.4 The District shall file annually with the City's Director of Public Services a current map of its boundaries.

VI.

RULES AND REGULATIONS

6.1 All connections made to the sewer lines of the District, and use thereof, shall be made in full compliance with the rules and regulations and ordinances now in force or hereafter enacted by the City of Littleton controlling the use of, the discharge of wastes into, and connections of private sewers with the main or lateral sanitary sewer lines of the City; and said sewer connections and the use of said lines shall be in full compliance with rules and regulations of the District, the State Board of Public Health and the applicable codes and ordinances of the City of Littleton, which rules and regulations will be equally enforced by the City and District.

6.2 The rules, regulations and standards of construction of the District shall be at least as stringent as those of the City.

VII.

LINE SIZE

7.1 The sizes of sewer lines and mains to be installed by the District shall be as required by the District. If the City requires the District, or any customer of the District extending a sewer line in the District, to install the line of greater capacity than is reasonably necessary to serve the District, the City shall bear such portion of the additional cost of said larger sewer line. The opinion of the City's Director of Public Services, based on accepted engineering practice and usage in the industry, as to line size required, shall be final and binding on both parties.

VIII.

REQUIREMENT TO CONNECT

8.1 The City may require the District, for health and sanitary purposes, upon twenty (20) days' written notice directed to the District, to exercise its statutory authority (C.R.S. 1973, as amended, 32-1-1006) to compel the owners of inhabited property within said District to connect their property with the sewer system of the District, and upon a failure so to connect within twenty (20) days after written notice by

the District so to do, the District may cause such connection to be made; provided, however, such owners shall not be compelled to install more than four hundred (400) feet of sewer pipe to the owner's dwelling place.

IX.

EASEMENTS

9.1 The City of Littleton agrees to grant and convey, without charge, such necessary and City-approved rights-of-way and easements through, over and across any streets, roads or alleys or other property owned or controlled by the City, for the use of the District, in installing, connecting and laying sanitary sewer facilities within the described service area of the District, with the right of ingress, egress, and regress for the purpose of installing, repairing, enlarging and replacing the said facilities upon such terms and conditions (other than charges for said rights) as the City shall deem necessary; provided, however, that the said District shall so locate its sewer and lateral transmission lines in a location approved by the City's Director of Public Services and pursuant to his approval. In the event it is necessary for the District to make cuts into existing streets, the District agrees to comply with the ordinances and regulations of the City of Littleton as then existing controlling such street cuts, pavement replacement and similar activities. The City shall provide to the District documentation for said easements as necessary.

X.

TAP CHARGES

10.1 For the right and privilege of connecting a sewer service line to the lines or the mains of the District which ultimately transmit to the City of Littleton, and before said connection shall be made, a permit shall be obtained from the City. If Option I, specified in Section 11.2 herein, has been selected, the owner of the property desiring to connect said property shall obtain the permit. If Option 2, specified in Section 11.3 herein, has been selected, the District shall obtain the aforesaid permit for the owner. No permit shall be issued by the City in absence of either an appropriately executed permit for said connection from the District and a

building permit issued by the appropriate local government having jurisdiction over construction on the property requesting connection. The applicant shall pay to the City the sewage connection charge (tap fee) therefor as fixed by ordinance of the City of Littleton, or any amendment or change therein as may be hereafter enacted and which is applicable to all other similar sewer connections outside of the City limits of the City of Littleton.

This Agreement is being executed after extended negotiations by the City and the District. Said negotiations recognize the investment of the City and the District in regard to capital contribution and the regional concept of the sewage treatment facility. It is the agreement of the parties that a minimal differential of tap fees or service charges within the City with those of users outside of the City is the ultimate objective of the parties.

10.2 Passage of time may require an adjustment in the sewer tap fees to be charged by the City.

XI.

SERVICE CHARGE

11.1 The City shall charge and receive a periodic fee for sanitary sewer services furnished to the District or its users. Said charge or fee shall be as adjusted, amended or changed, by City ordinance, from time to time as necessary. The method if effectuating the charge and payment of said fee shall generally be according to one of the options as specified in paragraphs 11.2 or 11.3, herein, as requested by the District and agreed to by the City, said option to be selected at the time of execution of this agreement and appropriately noted as hereafter provided on the signature page. The City shall have the power to enforce collection of unpaid sanitary sewer charges of any of the users connected to the District's lines as the City may so determine.

11.2 Option I. The City shall bill all District users directly and all such users shall pay said charges directly to the City.

11.3 Option II. The District will pay, within thirty (30) days of Billing by the City, for all sanitary sewer services furnished to the District's users by the City at current charges, less 2½% thereof, which may be retained by the District for reimbursement of the cost of collection. The City shall have no direct responsibility for collection of bills from the sewer service users in the District service area. The District shall have the right to charge its various users an additional service charge as it shall determine.

11.4 In the event Option I, as defined under paragraph 11.2 hereof, is employed for the collection of sewer service charges, failure of the users located within the District service area to pay to the City the sewer service charges shall in no way be considered a default by the District of this contract; however, the District shall exert its best efforts to bring about payment of such charges, and in the event the District does not cooperate, this may be considered a default in the terms of this contract.

11.5 In the event Option II, as defined under paragraph 11.3 hereof, is selected for the collection of sewer service charges, failure of the District to pay the City sewer service charges incurred by the District due to the provision of sewer service charges to users located within the District sewer service area, shall be considered a default by the District of this contract.

11.6 Notwithstanding any provision of this article to the contrary, the passage of time, funding requirements or changed conditions may mandate that a different method of the charging and collection of sewer service charges be utilized. In such cases, the City shall seek the input of the District as to any concerns, suggestions or desires it may have as to proposed

changes in methods of charging and collection of sewer service charges, prior to any such change being effectuated. Any such change, after the date upon which this agreement becomes effective, may be accomplished either by City ordinance or by mutual agreement of the City and the District. Such change, which by way of example and not of limitation, may involve the application of a method of metering the total sewer service requirement of the District and shall be done only in a manner which will provide that ample and adequate time be allowed for both the City and the District to accomplish said change and related changes in billing and administrative procedure and policies as necessary. In any case, if the District has selected payment Option 2, as specified in Section 11.3 above, there shall be no change in the method of billing and payment, although the amounts so billed and paid may change.

11.7 While the passage of time may require adjustments in the sewer service charges or fees of the City to the District, or of the City to the users within the District,any such adjustments for sewer service charges by the City shall be applied uniformly to all districts being served by the City.

11.8 It is agreed that should the City annex any lands within the District, that sewer service charges imposed by the City for said annexed lands shall be at the same rate as would be charged all other City residents, provided, however, that the District shall not be prohibited from surcharging such lands for expenses such as administration, line maintenance and debt service, etc., associated with District lines which may continue to be used for the purpose of sewage transmission from such annexed lands, as may be allowed by law.

XII.

SERVICE AREA

12.1 The District's sewer service area shall encompass the real property described in Exhibit "C", which is attached hereto and incorporated herein by this reference. *

12.2 The District proposes the service area as described in Exhibit "C",*in order to provide for proper growth and development. All of the District's sewer outfalls which have

* Subject to the provisions of Exhibit D.

been and which are now being constructed within the area are designed to provide "drainage basin capabilities".

12.3 For planning purposes only, the above-described sewer service area shall not exceed 5,000 single family, or equivalent, sanitary sewer taps when fully developed. The District estimates new sewer tap requirements through the year 1999 at the approximate rate of 312 additional sanitary sewer, or equivalent sewer taps, per calendar year. It is agreed that the District shall not be required to actually acquire all of the taps so estimated.

12.4 The District's service area may from time to time be reduced by exclusion of land now within the District, or enlarged by inclusion of additional properties. The City shall not be required to provide sanitary sewer services for any such additional properties unless the inclusion of such properties in the District has been approved by City Council; and after due consideration to the requirements of Section 110 of the Littleton City Charter. Exclusion of properties from the District for which the City provides sanitary sewer services shall not be permitted, except if agreed to in writing signed by the President of City Council.

12.5 During the term of this agreement, neither the District nor any properties within the District shall be provided with sewage treatment services by any sewage treatment facility other than that facility owned and operated by the Cities of Littleton and Englewood, unless the provision of such services has been agreed to in advance and in writing by the City or the City is unable to serve the District. See Exhibit D attached hereto and made a part hereof.

XIII.

POLICING OF LINES AND TAPS

13.1 The District agrees to police any and all of its sanitary sewer collection facilities in order to detect and prevent any unauthorized connections thereto. Further, the District agrees upon detection, to cause to be disconnected any unauthorized sewer taps, the owners of which upon demand refuse to fulfill the requirements for an unauthorized tap.

13.2 The City may, if it so desires, at its own expense,

police and inspect the District's sanitary sewer facilities, and if it so discovers any unauthorized sanitary sewer taps located within the District, the District agrees, upon proper notification from the City, to forthwith effect a disconnection of said unauthorized tap or taps if the owners of which, upon demand, refuse to fulfill the requirements for an unauthorized tap. If it is determined that there are unauthorized sanitary sewer taps located within the District, then twice the applicable tap fee existing at the time of the discovery of any such taps shall be paid as liquidated damages. Further, all past uncollected service charges at the current rate shall also be paid.

13.3. In the event an unauthorized tap is discovered by either the District or the City, the City and the District shall cooperate and take all actions necessary to collect all tap fees, service charges and penalties set forth herein. In the event the making of the unauthorized tap or the failure to discover the same is as a result of the District's negligence, the District shall pay to the City all tap fees, service charges, and penalties as specified herein, and it shall then be incumbent on the District to achieve repaying of said amount from its user as it shall deem appropriate.

XIV.

CONTINUAL SERVICE

14.1. Subject to the requirements of Section 110 of the Littleton City Charter and Article IV above, the City agrees to use every reasonable means to furnish a continual sanitary sewer service to the District.

XV.

CONTRACT NOT ASSIGNABLE

15.1. The District shall have no right to assign this contract or any of its rights under the same unless the City shall have assented to such assignment with the same formality as employed in the execution of this contract, which assent by the City shall not be unreasonably withheld.

15.2. The City shall have the right to assign its rights and obligations under this contract to a Regional Service Authority or other similar entity.

XVI.

TERM

16.1 The parties hereto agree that this contract will continue until terminated by a mutual agreement of the parties hereto. The parties recognize that the City is continually involved in studying its plant and intends to make and will in the future be making additional sizeable capital improvements at its expense. Bonds are currently outstanding, and it is anticipated that the new bonds may be issued by the City to finance improvements to and expansion of the sewer treatment facility, and it is, therefore, specifically and clearly understood between the parties that this contract shall be irrevocable during the time that the original bonds are outstanding.

XVII.

MODIFICATION

17.1 The benefits and obligations created by this contract may not be modified by an agreement, unless the same be in writing and executed with the same formality as this contract; provided, however, that in the event a sewer service contract is hereafter entered into between the City and another quasi-municipal sanitation district or water and sanitation district on any terms or conditions more favorable to such sanitation district or water and sanitation district than those set forth in this Agreement, it shall be the duty of the City to offer such more favorable terms and conditions to the District.

XVIII.

CAPITAL IMPROVEMENTS

18.1 That in the event capital improvements and modifications of the District's sewer facilities are required and which modified facilities provide, or will provide, sewer services to the City, the District agrees, except in emergency situations, to advise the City six (6) months in advance of proposed capital improvements in order that the City may become a party to such plans and modification program. It is the purpose of the foregoing to accommodate financial planning and the budget process.

18.2 That at some time in the future, should the Colorado Department of Public Health, or the state of the art of sani-

tary sewage treatment require the chlorination of sewage in outfall sewer collection mains, the District agrees after six (6) months' notice of these requirements, to work with the City in developing such chlorination facilities in order to meet State Health Standards.

XIX.

NOTICES

19.1 Any and all notices contemplated or required by the contract shall be directed to the parties thereto as follows:

City of Littleton
City Manager, Littleton Center
2255 West Berry
Littleton, Colorado 80165

District:

Grant Water and Sanitation District
c/o Newell M. Grant
333 Logan Street
Denver, Colorado 80203

19.2 Changes in the above designation of address shall become effective upon notification by party changing address to the other party directed via certified mail, postage prepaid, to the address above indicated. Thereafter, the address for notification shall be as set forth in the notice of changes.

XX.

EXISTING SANITARY SEWER SERVICE AGREEMENTS

20.1 Upon execution of this Agreement, the contract dated (See Exhibit A attached hereto and made a part hereof) shall be terminated and superseded.

20.2 There also exists another sewer service agreement(s) between the City and the District as follows: See Exhibit E attached hereto and made a part hereof.

20.3 The effect of this Agreement on those previous agreements listed in paragraph 20.2 is as follows:

None

20.4. There exists an agreement(s) between the District and another district(s) which utilizes the City's sewage treatment facilities as follows: See Exhibit F attached hereto and made a part hereof by this reference.

20.5. The effect of this Agreement, if any, to those agreements listed in paragraph 20.4 are as follows:

None

IN WITNESS WHEREOF, the parties to this Agreement have caused their corporate names to be hereunto subscribed by their proper corporate officers and their corporate seals hereunto affixed on the day and year first above written, for the uses and purposes as hereinabove set forth.

ATTEST:

Sandra Lee Day
City Clerk (DEPUTY)

(S E A L)

APPROVED AS TO FORM:

City Attorney

CITY OF LITTLETON, COLORADO

By: Charles Emley
President of City Council

ATTEST:

GRANT WATER & SANITATION DISTRICT
SANITATION DISTRICT

By: PRESIDENT

ARTICLE XI - SEWER SERVICE CHARGE OPTION SELECTED:

OPTION I

EXHIBIT A TO SEWER SERVICE AGREEMENT BETWEEN
CITY OF LITTLETON AND GRANT WATER AND SANITATION DISTRICT
DATED 10 DAY OF NOVEMBER, 1983

On August 14, 1962, Southwest Metropolitan Water and Sanitation District entered into a Sewer Agreement with The Castlewood Investment Company, and Edwin H. Grant and William Grant as Executors of the Estate of Gertrude Hendrie Grant (hereinafter collectively known as "Grant"). Thereafter, the City of Littleton provided its written consent to said contract, pursuant to resolution of the City Council of the City of Littleton, dated November 17, 1964. The Platte Canyon Water and Sanitation District also provided its written consent to said contract dated August 28, 1962. Grant has duly performed all the terms and conditions of the contract and has assigned the contract to Grant Water and Sanitation District.

The consent of the City of Littleton dated November 17, 1964 constitutes the contract which is being voided pursuant to the terms of the instant Sewer Service Agreement dated the 10 day of November, 1983. As between the other parties, or other assignees, the contract remains in full force and effect.

EXHIBIT B TO SEWER SERVICE AGREEMENT BETWEEN
CITY OF LITTLETON AND GRANT WATER AND SANITATION DISTRICT
DATED 10 DAY OF NOVEMBER, 1983

1. Approximately at Point C-16 on Southwest Metropolitan Sewer line "C", as more particularly set forth in the Sewer Agreement dated August 14, 1962 between Southwest Metropolitan Water and Sanitation District, Castlewood Investment Company and Edwin H. Grant and William Grant as Executors of the Estate of Gertrude Hendrie Grant to which consent of the City of Littleton dated November 17, 1964 and consent of Platte Canyon Water and Sanitation District dated August 28, 1962 are attached and as said contract has been assigned to Grant Water and Sanitation District.

2. Manhole C-55 or other point of connection owned by Southwest Metropolitan Water and Sanitation District pursuant to terms of agreement for Sale and Purchase of Water Main between Southwest Metropolitan Water and Sanitation District and Grant Water and Sanitation District dated June 24, 1983.

EXHIBIT D TO SEWER SERVICE AGREEMENT BETWEEN
CITY OF LITTLETON AND GRANT WATER AND SANITATION DISTRICT
DATED 10 DAY OF NOVEMBER, 1983

Certain property within the Grant Water and Sanitation District is included within the boundaries of the City and County of Denver, pursuant to annexation by City and County of Denver. The specific property within the City and County of Denver is defined by legal description as follows:

A boundary description of that portion of the Grant Water and Sanitation District located within the City and County of Denver, Colorado, as annexed by Ordinance No. 518, Series of 1973.

A tract of land being a part of Sections 13 and 14, Township 5 South, Range 69 West of the Sixth Principal Meridian, City and County of Denver, Colorado, and being the annexed portion to the City and County of Denver by Ordinance No. 518, Series of 1973, excepting therefrom that portion located in Section 15, T5S, R69W, as recorded in Book 27, Page 50 of the official records of said city and county, said tract being more particularly described as follows:

Commencing at the Northwest corner of the said section 14 from which corner the West one-quarter corner bears S 00°43'55" W, 2645.48 feet, with all bearings contained herein relative thereto, thence from said Northwest corner S 89°50'30" E, 4714.91 feet to the TRUE POINT OF BEGINNING of the herein described tract;

Thence along the boundary lines as shown hereon the following twenty-one (21) calls:

1) S 60°45'40" E, 657.20 feet;
2) S 60°46'18" E, 914.94 feet;
3) S 74°24'25" E, 618.59 feet;
4) S 64°35'45" E, 425.63 feet;
5) S 51°55'50" E, 118.17 feet;
6) S 89°36'05" E, 124.78 feet;
7) N 11°28'40" E, 333.15 feet;
8) N 16°01'15" E, 181.25 feet;
9) S 72°44'59" E, 1628.67 feet;
10) S 48°16'36" E, 898.66 feet;
11) N 58°58'25" E, 11.10 feet;
12) S 24°39'25" W, 831.13 feet;
13) S 00°54'27" E, 1078.24 feet;
14) N 89°54'53" W, 9353.05 feet;
15) N 00°43'52" E, 952.40 feet;
16) N 00°43'55" E, 547.63 feet;
17) S 89°54'44" E, 7370.70 feet;
18) N 00°03'44" E, 480.06 feet;
19) N 24°32'23" W, 317.78 feet;
20) N 66°27'34" W,.2451.80 feet;
21) N 63"26'43" W, 782.99 feet; and
22) S 89°41'10" E, 450.60 feet to the TRUE POINT OF BEGINNING and containing 385.10 acres of land more of less.

EXHIBIT D TO SEWER SERVICE AGREEMENT BETWEEN
CITY OF LITTLETON AND GRANT WATER AND SANITATION DISTRICT
DATED 10 DAY OF NOVEMBER, 1983

(continued)

Said property may be served by sanitary sewer facilities connected to and operated by the City and County of Denver, and not the City of Littleton, in which case, Grant Water and Sanitation District shall be entitled to not more than 5,000 single-family, or equivalent, sanitary sewer taps for the balance of the property within Grant Water and Sanitation District when fully developed.

EXHIBIT E TO SEWER SERVICE AGREEMENT BETWEEN
CITY OF LITTLETON AND GRANT WATER AND
SANITATION DISTRICT DATED 10 DAY OF NOVEMBER, 1983

On or about June 24, 1983, Southwest Metropolitan Water and Sanitation District (hereinafter "Southwest") entered into an Agreement for Purchase and Sale of Water Main with Grant Water and Sanitation District in which Southwest granted unto the Grant Water and Sanitation District the prerogative of connecting 300 single-family or equivalent sanitary sewer taps unto Southwest's manhole C-55, or at such other point or points of connection as is mutually agreed upon by the parties, subject to the approval of the City of Littleton.

EXHIBIT F TO SEWER SERVICE AGREEMENT BETWEEN
CITY OF LITTLETON AND GRANT WATER AND SANITATION DISTRICT
DATED 10 DAY OF NOVEMBER, 1983

1. On August 14, 1962, Southwest Metropolitan Water and Sanitation District entered into a Sewer Agreement with The Castlewood Investment Company, and Edwin H. Grant and William Grant as Executors of the Estate of Gertrude Hendrie Grant (hereinafter collectively known as "Grant"). Thereafter, the City of Littleton provided its written consent to said contract, pursuant to resolution of the City Council of the City of Littleton, dated November 17, 1964. The Platte Canyon Water and Sanitation District also provided its written consent to said contract dated August 28, 1962.

2. On or about June 24, 1983, Southwest Metropolitan Water and Sanitation District (hereinafter "Southwest") entered into an Agreement for Purchase and Sale of Water Main with Grant Water and Sanitation District in which Southwest granted unto the Grant Water and Sanitation District the prerogative of connecting 300 single-family or equivalent sanitary sewer taps unto Southwest's manhole C-55, or at such other point or points of connection as is mutually agreed upon by the parties, subject to the approval of the City of Littleton.

3. Amended Memorandum Agreement-Grant Annexation dated November 1, 1973 between William Grant, as Surviving Executor under will of Gertrude H. Grant, and the City and County of Denver.

ADDENDUM TO SEWER SERVICE AGREEMENT

For Sanitation Districts with Industrial Users

This Addendum is made and entered into this 15th day of FEBRUARY 2017, to be effective as of APRIL 18, 2017, by and between the CITY of LITTLETON, COLORADO, hereinafter referred to as "City", a municipal corporation, acting by and through its duly elected, qualified and authorized Mayor and City Clerk, and Meadowbrook Fairview Metropolitan District (Name of Sanitation District), a quasi-municipal corporation (Type of Entity) of the State of Colorado, hereinafter called "District", acting by and through its authorized Representative.

WITNESSETH

WHEREAS, the City and the District previously entered into a Sewer Service Agreement, ("Agreement") dated MAY 19, 1983, a copy of which is attached hereto and incorporated by reference, pursuant to which the City and the District agreed that the City would provide wastewater treatment services to the District through the Littleton/Englewood Bi-City Wastewater Treatment Plant ("Wastewater Plant"); and

WHEREAS, the terms and provisions of the Agreement remain in effect unless expressly modified by this Addendum; and

WHEREAS, the United States Environmental Protection Agency ("EPA") has instructed the City to establish an inter-jurisdictional agreement between the City and the District which provides the City with the authority to implement the "Industrial Pretreatment Program", contained in 40 CFR Part 403 promulgated by the EPA and Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, for any industrial users currently located or hereafter locating in the District; and

WHEREAS, the Agreement provides that in the operation of the District's sanitary sewer system all applicable City municipal code provisions and rules and regulations of the City shall be the minimum standards for the District's sanitary sewer system; and

WHEREAS, the City has determined that the provisions of the Agreement provide the City with sufficient authority to satisfy the inter-jurisdictional agreement requirements imposed by the EPA; and

WHEREAS, the parties desire to further clarify the obligations and responsibilities of the District and the City with respect to the enforcement of the City's Municipal Code, rules and regulations within the service area of the District; and

WHEREAS, the EPA defines "Industrial User" as "a source of nondomestic waste" and "any nondomestic source discharging pollutants to a Publicly Owned Treatment Works". EPA defines Nondomestic User as "any person or entity that discharges wastewater from any facility other than a residential unit".

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. The recitals above are incorporated herein by this reference.

2. The City and District mutually agree to comply fully with all applicable federal, state and local laws, rules and regulations, including but not limited to 40 CFR Part 403 promulgated by the EPA, Colorado Regulations 5 CCR 1002-63 promulgated by the Colorado Water Quality Commission pursuant to Colorado Revised Statute 22-8-508, and Title 12, Chapter 2, Section 5 of the Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, as each is amended from time to time, and all wastewater contribution requirements adopted by the City in accordance with the Agreement.

3. The parties, from time to time, shall review and revise this Addendum, if necessary, to ensure compliance with 42 U.S.C. § 1251 et. seq., of the Federal Clean Water Act, the federal rules and regulations found at 40 CFR Part 403 issued thereunder, and the City Municipal Code.

I. City Responsibilities

1. The City shall be responsible for and shall accept the following duties and perform the following actions in relation to all current and future Industrial Users and/or Nondomestic Users located within the District, and the District agrees to cooperate to the extent necessary for the City to successfully carry out its responsibilities:

   A. The City, on behalf of and as an agent for the District, shall perform technical and administrative duties necessary to assist the District with the implementation and enforcement of the District's rules and regulations regarding Industrial Users and/or Nondomestic Users. Without limiting the generality of the foregoing, the City agrees that it shall:

      (i) Update the City's industrial waste survey;
      (ii) Issue permits to all Industrial Users and/or Nondomestic Users within the District required to obtain a permit;
      (iii) Have the right to conduct inspections, sampling, and analysis;
      (iv) Take all appropriate enforcement actions as outlined in the City's enforcement response plan and consistent with this Addendum;
      (v) Provide notice to the District of enforcement actions taken by the City against any Industrial User and/or Nondomestic Users located within the District boundaries;
      (vi) Perform any other technical or administrative duties the parties deem appropriate;
      (vii) Upon reasonable notice to the City, provide the District access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's

service area.

(viii) The City will make a reasonable effort to notify the District in advance of any public hearing to change municipal code provisions referenced in this Addendum, and make a reasonable effort to provide an opportunity for the District to comment on proposed changes.

B. In addition, the City may, as appropriate, and as an agent of the District, take emergency action to stop or prevent the discharge from Industrial Users or Nondomestic Users of any wastewater which presents or may present an imminent danger to the health, safety and welfare of humans or which reasonably appears to threaten the environment, or which threatens to cause interference with, or pass through the Wastewater Plant, or cause sludge contamination. In the event the City deems such emergency action appropriate it shall provide the District with notice thereof in advance, if possible, but no later than 24-hours after the action is initiated.

C. The City, on behalf of the District, agrees to perform the following actions as set forth in 40 CFR Part 403.8(f) and summarized as follows:

(i) Control through permit, or similar means, the contribution to the City by Industrial Users and/or Nondomestic Users;

(ii) Require compliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users and/or Nondomestic Users;

(iii) Deny or condition new or increased contributions of pollutants or changes in the nature of pollutants by Industrial Users and/or Nondomestic Users;

(iv) Require the development of compliance schedules by each Industrial Users and/or Nondomestic Users for the installation of technology required to meet applicable Industrial Pretreatment Program standards and requirements;

(v) Require the submission of all notices and self-monitoring reports from Industrial Users and/or Nondomestic Users as are necessary to assess and assure compliance by Industrial Users and/or Nondomestic Users with Industrial Pretreatment Program standards and requirements, including, but not limited to, the reports required in 40 CFR 402.12;

(vi) Carry out all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial Users and/or Nondomestic Users, compliance or noncompliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users;

(vii) Enter premises of any Industrial User and/or Nondomestic User in which a discharge source or treatment system is located, or in which records are required to be kept pursuant to 40 CFR 403.12(o), to assure compliance with Industrial Pretreatment Program standards and requirements;

(viii) Evaluate compliance with the Industrial Pretreatment Program standards and requirements and obtain remedies, including the ability to seek injunctive relief and assess civil or criminal penalties for each violation;

(ix) Conform to confidentiality requirements set forth in 40 CFR Part 403.14 of the Industrial Pretreatment Program standards and requirements.

D. If the District performs its own fats, oils and grease ("FOG") program or petroleum, oil, grease and sand ("POGS") program it shall notify the City in the event that the District discontinues its FOG or POGS program. In which case, the City shall then administer the FOG and POGS program in addition to administrating the remaining sector control programs on behalf of and as agent for the District. The City shall have the right to charge a reasonable inspection fee to the District for any inspection related to Industrial Users and/or Nondomestic Users within the District's service area.

E. In the event that the District does not perform FOG or POGS programs the parties agree that the City shall perform and be responsible for the administration of these programs, as well as the remaining Sector Control Programs. The City shall have the right to charge a reasonable inspection fee to District for any inspection related to Industrial Users or Nondomestic Users within the District.

F. The City shall be responsible for administrating the remaining sector control programs in the District notwithstanding that the District performs its own FOG and POGS programs.

II. District Responsibilities

1. The District is responsible for, and shall accept, the following duties and perform the following actions for and in relation to all current and future Industrial Users and/or Nondomestic Users within the District's service area:

A. No later than June 30, 2017, the District shall adopt enforceable local sewer use rules and/or regulations which are no less stringent and are as broad in scope as the Industrial Pretreatment Program section of the Wastewater Utility Ordinance found in Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code or found in Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code. The City will provide to the District model regulations and any necessary revisions to the rule and/or regulations from time to time, and the District will adopt the revisions to its local sewer use rules and/or regulations that are at least as stringent as those adopted by the City.

B. The District will maintain current information on Industrial Users and/or Nondomestic Users located within the District's service area, and provide Industrial Users' information to the City upon request. The District agrees to provide to the City access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's service area.

C. The District shall enforce the provisions of its local sewer use regulations. In the event the District fails to take adequate enforcement action against noncompliant Industrial Users and/or Nondomestic Users in the District on a timely basis, the

District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

D. The District shall provide the resources and commit to implementation and enforcement of the Industrial Pretreatment Program standards and requirements for the Industrial Users and/or Nondomestic Users in the District with the City's oversight of the program. In the event the District fails to provide resources, adequately implement or enforce the Industrial Pretreatment Program, the District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

E. The District agrees that in the event that the City is required to take responsibility for inspections of Industrial Users and/or Nondomestic Users on behalf of the District, due to inaction, refusal to inspect, or lack of personnel to inspect, by the District, the City may charge the District for the costs of any such inspections.

F. The District agrees that if the authority of the City to act as agent for the District under this Addendum is questioned by an Industrial User and/or Nondomestic User, court of law, or otherwise, the District will take action to ensure the implementation and enforcement of its local sewer use regulations against any Industrial Users and Nondomestic Users, within the District's service area, including but not limited to, implementing and enforcing its local sewer regulations on its own behalf and/or amending this Addendum to clarify the City's authority.

G. The District IS NOT responsible for administering the FOG and POGS programs, including conducting all inspections required by these programs.

2. If any term of this Addendum is held to be invalid in any judicial action, the remaining terms will be unaffected.

REMAINDER OF PAGE INTENTIONALLY BLANK

CITY OF LITTLETON

_____
Mayor

_____
Attest

_____
Sanitation District

CHAIRMAN
_____
District Official

State of Colorado)
) ss.
County of Jefferson)

The forgoing instrument was acknowledged before me this 15th day of February, 2017, at Jefferson County, Colorado, by Jack C. Campbell

Witness my hand and official seal.

My Commission expires: _____

DONALD D. VOGT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874210874
MY COMMISSION EXPIRES APRIL 18, 2020

_____
Notary Public

SEWER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of May, 1983, by and between the CITY OF LITTLETON, COLORADO, a Home Rule City, hereinafter referred to as "City", and the Meadowbrook-Fairview Metropolitan District, a quasi-municipal corporation of the State of Colorado, hereinafter referred to as "District".

WITNESSETH:

THAT, WHEREAS, the City and the City of Englewood, Colorado, now own, maintain, and operate a regional sewage disposal plant capable of treating the sanitary sewage generated by the District and currently providing sanitary sewer service to the District by contract dated August 21, 1979; that said contract is valid and binding upon the parties hereto; and

WHEREAS, the passage of time and changes of conditions dictate the mutuality of benefit in voiding the existing contract and executing a new contract which recognizes the said change of conditions; and

WHEREAS, it is the desire of the parties to enter into a sanitary sewer service contract incorporating therein all matters of agreement between them whereby the City agrees to receive and to process and dispose of the sewage from the District's sanitary sewer collection system into the disposal system of the City.

NOW, THEREFORE, in consideration of their mutual covenants, the performance of terms and conditions hereinafter set forth, the sewage treatment facility expansion to be undertaken by the Cities, and further good and valuable consideration, the sufficiency of which is conclusively presumed adequate by the parties hereto by the execution of this Agreement, it is mutually agreed as follows:

I.

AUTHORITY TO CONTRACT

1.1 This Agreement is made in conformity with and pursuant to the provisions of the Charter of the City of Littleton, adopted at General City Election of July 28, 1959, which controls the sale of sanitary sewer services outside the City.

1.2 This contract pertains to the use of the regional sewage disposal plant owned by the City and also by the City of Englewood, Colorado, by persons and property located outside the City Limits of said cities, but within the present boundaries of the District, and provides a service area for anticipated future sanitary sewer service by the District upon enlargement of the District's geographical boundaries.

1.3 This contract is made by the District in accordance with powers granted to it by the statutes of the State of Colorado.

1.4 Specifically, this contract is in the public interest and in the furtherance of the protection of the public health and safety of the Littleton community and is being executed and performance covenanted between the City and the District pursuant to and in conformity with Artice XIV, Section 18 of the Constitution of the State of Colorado and 1973, C.R.S. 29-1-201 (Intergovernmental Relations - Cooperative Contracts), and the achievement of said purpose or purposes is to be liberally construed.

1.5 Each party hereto covenants, avers and currently agrees that the other party hereto is not a public utility as defined by 1973, C.R.S. 40-1-103, et seq., and that the execution and performance hereof does not alter or change said negative covenant, averment and agreement of the parties. This undertaking and the performance by the parties hereto of the covenants herein contained are to be construed in furtherance of local governments effectively using, in the most

efficient manner, their powers and responsiblity by cooperative agreement as defined by Article XIV, Section 18 of the Colorado Constitution and 1973, C.R.S. 29-1-201, et seq.

II.

POINT OF CONNECTION

2.1. The District will connect its main sanitary sewer trunk line(s) from within the District at the following designated point(s): (1) at the intersection of Carr Street and Elmhurst Road, (2) 200 feet south of Ken Caryl Road on South Estes Street, and (3) to the Massey Drive interceptor of the Ken Caryl District at intersection of Payne Avenue and South Pierce Street.

and as shown on "as built" drawings in possession of the City and the District or at such other agreed points of connection.

2.2. The sewage to be delivered by the District to said point of connection shall be sewage with a 5-day B.O.D. strength of less than 300 Mg. per liter. Excessive amounts of water caused by infiltration of water into the sewer lines of the District, or resulting from any other causes, shall not be permitted. (Excessive infiltration shall be the standard set forth by the State Department of Health or shall not be greater than 200 gallons per 24-hour day per inch of diameter of pipe per mile, whichever is more restrictive. Drainage from storm sewers, French drains or other similar structures shall not be introduced into the sanitary sewer lines of the District or of the City by the District. The City standards, ordinances and regulations including, but not limited to, City ordinances relating to the pretreatment of industrial sewage (as the term "industrial sewage" is defined in said ordinances), shall be applicable to the District and its users and to the City and its users on a uniform basis, without preference. The District shall be notified in advance of any amendment or updating of said standards, ordinances or regulations in order that the District may offer such comment as it desires prior to such amendment or update being effected.

III.

INFILTRATION STANDARDS, NOTICE, CHARGE

3.1. The flow rates and infiltration in lines of the District shall not exceed accepted engineering practice and usage. General City guidelines relative to acceptable infiltration in new construction based upon the current state of the art shall be as follows: Infiltration shall not exceed standards set by the State Department of Health or 200 gallons per 24-hour day per inch of diameter per mile whichever standard is more restrictive. It is understood by the parties to this contract that City standards may change and become more stringent with the passage of time, and shall be applicable to the parties hereto and to all District contractees and users. The City and District shall be bound equally by any standards, regulations or modifications thereof.

3.2. It is agreed that if the infiltration into the sanitary sewer lines of the District exceeds the standards as set forth in Articles II and III above, the City shall give the District notice in writing directed to the address as hereinafter shown. In the event that the District has not proceeded with corrective work within ninety (90) days from the date of said notice, the City shall have the prerogative of surcharging the District for the infiltration occurring in excess of that allowed pursuant to the standard set forth in Section 3.1 above, said surcharge to be determined by converting said excess infiltration to single family equivalents and then multiplying the resulting number of single family equivalents by the then current sewer service charges in effect and provided that said surcharge shall continue until corrective work has been successfully completed. When so charged, the District shall make payment within sixty (60) days from the date of

billing. In addition to the above remedy, in the event the District has not proceeded with said curative work within ninety (90) days from the date of said notice, the City may, at its discretion, perform or have performed on the lines of the District necessary work to eliminate or restrict the infiltration, and in such case, the City shall bill the District for the cost of the said work so performed, and the District shall make payment within sixty (60) days from the date of Billing. In the event the City must resort to legal action and prevail against the District to collect said amount, the District shall also be liable for the City's attorney's fees and costs associated with said legal action, together with interest on said amount calculated at the rate of one (1%) per cent per month on the unpaid balance from the date of Billing.

Excessive infiltration from District or City mains is to be governed by the above criteria and penalties.

IV.

ACCEPTANCE AND TREATMENT

4.1 Subject to the conditions set forth below, the City shall accept sewage from the District for transportation and treatment at the point(s) of connection referred to in paragraph 2.1 above, and shall transport and treat, or cause to be treated, and shall dispose, or cause to be disposed of, all sewage that may be delivered to it by the District from the collection and transmission sewer lines of the District in accordance with the terms of this Agreement.

4.2 Other provisions of this contract notwithstanding, this contract shall, at all times, be subject to the requirements of Section 110 of the Charter of the City of Littleton. Both parties to this Agreement recognize that sewer service to the Littleton area is dependent upon natural forces and technological limitations which may be beyond the control of the City. No liability shall attach to the City hereunder on account of any failure to adequately anticipate the availability of sewer service or because of an actual sewer service failure due to an occurrence beyond the reasonable control of the City. The City agrees to provide adequate facilities to the sewer service users

within this District based upon historical experience insofar as reasonably possible, and further, that it will exercise its best efforts to provide for the future sewer service needs of the District and the City. The City agrees that it will not obligate itself for furnishing a greater amount of service than it can reasonably foresee will be available, and accordingly, will periodically evaluate present and future capacity requirements of the City and the Districts that contract with the City for sewer service in order to adequately plan for and meet such requirements, and further, to advise said Districts of any plans for meeting future capacity requirements in a timely manner so as to allow the Districts adequate time to comment on said plans. If conditions develop such that it becomes apparent to the City that all areas outside Littleton for which sewer service has been committed cannot be supplied adequately pursuant to this and similar contracts, the City reserves the right, in order to protect the existing sewer service users, to discontinue or to allocate the granting of further taps hereunder; provided, however, that the City shall be obligated to exercise this right for discontinuance or allocation both within the City and the District as to inside or outside City sewer taps in a fair and equitable manner in accordance with Section 110 of the Charter of the City of Littleton and the concept that the sewage treatment facility is regional in nature.

V.

ENGINEERING AND INSPECTION

5.1 The District, so far as possible, will locate the sewer collection lines of the District in dedicated roadways and shall furnish to the City's Director of Public Services for his approval prior to construction, detailed plans and specifications for all sewer collection lines and laterals or other lines to be constructed and installed by the District. If the State Board of Health so elects, it shall also have the right to approve such plans before construction commences. Said approval of the City's Director of Public Services shall be in writing, and shall be so indicated on the working drawings. Such plans and specifications shall meet the criteria of the

City Engineer's office, applicable to all parties hereto. The City shall be advised at least 24 hours in advance of the start of any construction and after completion of the above requirements.

5.2 All sanitary sewer system construction undertaken by the District may be inspected by the City. All construction of sewer facilities within the District shall be under the control of the District's engineer. The standard costs of testing, inspection and supervision of the construction shall be borne by the District, or the person, firm, or corporation responsible for the installation or extension of any main sewer lines or laterals, and all applicable standards for the protection of public health and public safety shall be met. The District shall notify the City of need for inspection of new construction, and City shall inspect within 24 hours of such notification or shall be deemed to have waived the right to inspect the new construction. Extensions of mains shall be constructed in all cases to a point 15 feet beyond the nearest property line of the last dwelling site to be served. All inspection fees of said construction by the City of sewer laterals, mains, or extensions thereof (excluding service lines) shall be paid on the basis of fees determined by ordinance of the City and being applicable to all similar inspections.

It is the obligation of the District to inspect all construction and to accomplish same substantially in accordance with the plans and specifications of the City.

5.3 The District shall file a reproducible copy of sewer line construction plans with the City's Director of Public Services showing the "as constructed" locations of all lateral and main sewer lines, manholes and other appurtenances within thirty (30) days after acceptance of said sewer lines or facilities by the District.

5.4 The District shall file annually with the City's Director of Public Services a current map of its boundaries.

VI.

RULES AND REGULATIONS

6.1 All connections made to the sewer lines of the District, and use thereof, shall be made in full compliance with the rules and regulations and ordinances now in force or hereafter enacted by the City of Littleton controlling the use of, the discharge of wastes into, and connections of private sewers with the main or lateral sanitary sewer lines of the City; and said sewer connections and the use of said lines shall be in full compliance with rules and regulations of the District, the State Board of Public Health and the applicable codes and ordinances of the City of Littleton, which rules and regulations will be equally enforced by the City and District.

6.2 The rules, regulations and standards of construction of the District shall be at least as stringent as those of the City.

VII.

LINE SIZE

7.1 The sizes of sewer lines and mains to be installed by the District shall be as required by the District. If the City requires the District, or any customer of the District extending a sewer line in the District, to install the line of greater capacity than is reasonably necessary to serve the District, the City shall bear such portion of the additional cost of said larger sewer line. The opinion of the City's Director of Public Services, based on accepted engineering practice and usage in the industry, as to line size required, shall be final and binding on both parties.

VIII.

REQUIREMENT TO CONNECT

8.1 The City may require the District, for health and sanitary purposes, upon twenty (20) days' written notice directed to the District, to exercise its statutory authority (C.R.S. 1973, as amended, 32-1-1006) to compel the owners of inhabited property within said District to connect their property with the sewer system of the District, and upon a failure so to connect within twenty (20) days after written notice by

the District so to do, the District may cause such connection to be made; provided, however, such owners shall not be compelled to install more than four hundred (400) feet of sewer pipe to the owner's dwelling place.

IX.

EASEMENTS

9.1 The City of Littleton agrees to grant and convey, without charge, such necessary and City-approved rights-of-way and easements through, over and across any streets, roads or alleys or other property owned or controlled by the City, for the use of the District, in installing, connecting and laying sanitary sewer facilities within the described service area of the District, with the right of ingress, egress, and regress for the purpose of installing, repairing, enlarging and replacing the said facilities upon such terms and conditions (other than charges for said rights) as the City shall deem necessary; provided, however, that the said District shall so locate its sewer and lateral transmission lines in a location approved by the City's Director of Public Services and pursuant to his approval. In the event it is necessary for the District to make cuts into existing streets, the District agrees to comply with the ordinances and regulations of the City of Littleton as then existing controlling such street cuts, pavement replacement and similar activities. The City shall provide to the District documentation for said easements as necessary.

X.

TAP CHARGES

10.1 For the right and privilege of connecting a sewer service line to the lines or the mains of the District which ultimately transmit to the City of Littleton, and before said connection shall be made, a permit shall be obtained from the City. If Option I, specified in Section 11.2 herein, has been selected, the owner of the property desiring to connect said property shall obtain the permit. If Option 2, specified in Section 11.3 herein, has been selected, the District shall obtain the aforesaid permit for the owner. No permit shall be issued by the City in absence of either an appropriately executed permit for said connection from the District and a

building permit issued by the appropriate local government having jurisdiction over construction on the property requesting connection. The applicant shall pay to the City the sewage connection charge (tap fee) therefor as fixed by ordinance of the City of Littleton, or any amendment or change therein as may be hereafter enacted and which is applicable to all other similar sewer connections outside of the City limits of the City of Littleton.

This Agreement is being executed after extended negotiations by the City and the District. Said negotiations recognize the investment of the City and the District in regard to capital contribution and the regional concept of the sewage treatment facility. It is the agreement of the parties that a minimal differential of tap fees or service charges within the City with those of users outside of the City is the ultimate objective of the parties.

10.2 Passage of time may require an adjustment in the sewer tap fees to be charged by the City.

XI.

SERVICE CHARGE

11.1 The City shall charge and receive a periodic fee for sanitary sewer services furnished to the District or its users. Said charge or fee shall be as adjusted, amended or changed, by City ordinance, from time to time as necessary. The method if effectuating the charge and payment of said fee shall generally be according to one of the options as specified in paragraphs 11.2 or 11.3, herein, as requested by the District and agreed to by the City, said option to be selected at the time of execution of this agreement and appropriately noted as hereafter provided on the signature page. The City shall have the power to enforce collection of unpaid sanitary sewer charges of any of the users connected to the District's lines as the City may so determine.

11.2 Option I. The City shall bill all District users directly and all such users shall pay said charges directly to the City.

11.3 Option II. The District will pay, within thirty (30) days of Billing by the City, for all sanitary sewer services furnished to the District's users by the City at current charges, less 2½% thereof, which may be retained by the District for reimbursement of the cost of collection. The City shall have no direct responsibility for collection of bills from the sewer service users in the District service area. The District shall have the right to charge its various users an additional service charge as it shall determine.

11.4 In the event Option I, as defined under paragraph 11.2 hereof, is employed for the collection of sewer service charges, failure of the users located within the District service area to pay to the City the sewer service charges shall in no way be considered a default by the District of this contract; however, the District shall exert its best efforts to bring about payment of such charges, and in the event the District does not cooperate, this may be considered a default in the terms of this contract.

11.5 In the event Option II, as defined under paragraph 11.3 hereof, is selected for the collection of sewer service charges, failure of the District to pay the City sewer service charges incurred by the District due to the provision of sewer service charges to users located within the District sewer service area, shall be considered a default by the District of this contract.

11.6 Notwithstanding any provision of this article to the contrary, the passage of time, funding requirements or changed conditions may mandate that a different method of the charging and collection of sewer service charges be utilized. In such cases, the City shall seek the input of the District as to any concerns, suggestions or desires it may have as to proposed

changes in methods of charging and collection of sewer service charges, prior to any such change being effectuated. Any such change, after the date upon which this agreement becomes effective, may be accomplished either by City ordinance or by mutual agreement of the City and the District. Such change, which by way of example and not of limitation, may involve the application of a method of metering the total sewer service requirement of the District and shall be done only in a manner which will provide that ample and adequate time be allowed for both the City and the District to accomplish said change and related changes in billing and administrative procedure and policies as necessary. In any case, if the District has selected payment Option 2, as specified in Section 11.3 above, there shall be no change in the method of billing and payment, although the amounts so billed and paid may change.

11.7 While the passage of time may require adjustments in the sewer service charges or fees of the City to the District, or of the City to the users within the District,any such adjustments for sewer service charges by the City shall be applied uniformly to all districts being served by the City.

11.8 It is agreed that should the City annex any lands within the District, that sewer service charges imposed by the City for said annexed lands shall be at the same rate as would be charged all other City residents, provided, however, that the District shall not be prohibited from surcharging such lands for expenses such as administration, line maintenance and debt service, etc., associated with District lines which may continue to be used for the purpose of sewage transmission from such annexed lands, as may be allowed by law.

XII.

SERVICE AREA

12.1 The District's sewer service area shall encompass the real property described in Exhibit "A", which is attached hereto and incorporated herein by this reference.

12.2 The District proposes the service area as described in Exhibit "A", in order to provide for proper growth and development. All of the District's sewer outfalls which have

been and which are now being constructed within the area are designed to provide "drainage basin capabilities".

12.3 For planning purposes only, the above-described sewer service area shall not exceed 2,000 single family, or equivalent, sanitary sewer taps when fully developed. The District estimates new sewer tap requirements through the year 1999 at the approximate rate of 125 additional sanitary sewer, or equivalent sewer taps, per calendar year. It is agreed that the District shall not be required to actually acquire all of the taps so estimated.

12.4 The District's service area may from time to time be reduced by exclusion of land now within the District, or enlarged by inclusion of additional properties. The City shall not be required to provide sanitary sewer services for any such additional properties unless the inclusion of such properties in the District has been approved by City Council; and after due consideration to the requirements of Section 110 of the Littleton City Charter. Exclusion of properties from the District for which the City provides sanitary sewer services shall not be permitted, except if agreed to in writing signed by the President of City Council.

12.5 During the term of this agreement, neither the District nor any properties within the District shall be provided with sewage treatment services by any sewage treatment facility other than that facility owned and operated by the Cities of Littleton and Englewood, unless the provision of such services has been agreed to in advance and in writing by the City or the City is unable to serve the District.

XIII.

POLICING OF LINES AND TAPS

13.1 The District agrees to police any and all of its sanitary sewer collection facilities in order to detect and prevent any unauthorized connections thereto. Further, the District agrees upon detection, to cause to be disconnected any unauthorized sewer taps, the owners of which upon demand refuse to fulfill the requirements for an unauthorized tap.

13.2 The City may, if it so desires, at its own expense,

police and inspect the District's sanitary sewer facilities, and if it so discovers any unauthorized sanitary sewer taps located within the District, the District agrees, upon proper notification from the City, to forthwith effect a disconnection of said unauthorized tap or taps if the owners of which, upon demand, refuse to fulfill the requirements for an unauthorized tap. If it is determined that there are unauthorized sanitary sewer taps located within the District, then twice the applicable tap fee existing at the time of the discovery of any such taps shall be paid as liquidated damages. Further, all past uncollected service charges at the current rate shall also be paid.

13.3. In the event an unauthorized tap is discovered by either the District or the City, the City and the District shall cooperate and take all actions necessary to collect all tap fees, service charges and penalties set forth herein. In the event the making of the unauthorized tap or the failure to discover the same is as a result of the District's negligence, the District shall pay to the City all tap fees, service charges, and penalties as specified herein, and it shall then be incumbent on the District to achieve repaying of said amount from its user as it shall deem appropriate.

XIV.

CONTINUAL SERVICE

14.1. Subject to the requirements of Section 110 of the Littleton City Charter and Article IV above, the City agrees to use every reasonable means to furnish a continual sanitary sewer service to the District.

XV.

CONTRACT NOT ASSIGNABLE

15.1. The District shall have no right to assign this contract or any of its rights under the same unless the City shall have assented to such assignment with the same formality as employed in the execution of this contract, which assent by the City shall not be unreasonably withheld.

15.2. The City shall have the right to assign its rights and obligations under this contract to a Regional Service Authority or other similar entity.

XVI.

TERM

16.1 The parties hereto agree that this contract will continue until terminated by a mutual agreement of the parties hereto. The parties recognize that the City is continually involved in studying its plant and intends to make and will in the future be making additional sizeable capital improvements at its expense. Bonds are currently outstanding, and it is anticipated that the new bonds may be issued by the City to finance improvements to and expansion of the sewer treatment facility, and it is, therefore, specifically and clearly understood between the parties that this contract shall be irrevocable during the time that the original bonds are outstanding.

XVII.

MODIFICATION

17.1 The benefits and obligations created by this contract may not be modified by an agreement, unless the same be in writing and executed with the same formality as this contract; provided, however, that in the event a sewer service contract is hereafter entered into between the City and another quasi-municipal sanitation district or water and sanitation district on any terms or conditions more favorable to such sanitation district or water and sanitation district than those set forth in this Agreement, it shall be the duty of the City to offer such more favorable terms and conditions to the District.

XVIII.

CAPITAL IMPROVEMENTS

18.1 That in the event capital improvements and modifications of the District's sewer facilities are required and which modified facilities provide, or will provide, sewer services to the City, the District agrees, except in emergency situations, to advise the City six (6) months in advance of proposed capital improvements in order that the City may become a party to such plans and modification program. It is the purpose of the foregoing to accommodate financial planning and the budget process.

18.2 That at some time in the future, should the Colorado Department of Public Health, or the state of the art of sani-

tary sewage treatment require the chlorination of sewage in outfall sewer collection mains, the District agrees after six (6) months' notice of these requirements, to work with the City in developing such chlorination facilities in order to meet State Health Standards.

XIX.

NOTICES

19.1 Any and all notices contemplated or required by the contract shall be directed to the parties thereto as follows:

City of Littleton
City Manager, Littleton Center
2255 West Berry
Littleton, Colorado 80165

District:

Donald D. Vogt, Esq.
Van Horne, Vogt & Noall, P.C.
5353 W. Dartmouth Ave., Ste. 410
Denver, CO 80227

19.2 Changes in the above designation of address shall become effective upon notification by party changing address to the other party directed via certified mail, postage prepaid, to the address above indicated. Thereafter, the address for notification shall be as set forth in the notice of changes.

XX.

EXISTING SANITARY SEWER SERVICE AGREEMENTS

20.1 Upon execution of this Agreement, the contract dated August 21, 1979 shall be terminated and superseded.

20.2 There also exists another sewer service agreement(s) between the City and the District as follows: None

20.3 The effect of this Agreement on those previous agreements listed in paragraph 20.2 is as follows: N/A

20.4. There exists an agreement(s) between the District and another district(s) which utilizes the City's sewage treatment facilities as follows: July 8, 1976; Southwest Metropolitan District and Meadowbrook-Fairview Metropolitan District regarding sewage transmission; July 15, 1981; Southwest Metropolitan District and Meadowbrook-Fairview Metropolitan District regarding sewage transmission; December 16, 1982; Southwest Metropolitan District and Meadowbrook-Fairview Metropolitan District regarding use of common facilities.

20.5. The effect of this Agreement, if any, to those agreements listed in paragraph 20.4 are as follows: None

IN WITNESS WHEREOF, the parties to this Agreement have caused their corporate names to be hereunto subscribed by their proper corporate officers and their corporate seals hereunto affixed on the day and year first above written, for the uses and purposes as hereinabove set forth.

ATTEST:

Sandra Lee Alay
City Clerk (Deputy)

(S E A L)

CITY OF LITTLETON, COLORADO

By: James R. Collins
President of City Council

APPROVED AS TO FORM:

City Attorney

ATTEST:

SANITATION DISTRICT

By:

ARTICLE XI - SEWER SERVICE CHARGE OPTION SELECTED:

OPTION 1

ADDENDUM TO SEWER SERVICE AGREEMENT

For Sanitation Districts with Industrial Users

This Addendum is made and entered into this 16th day of DECEMBER 2016, to be effective as of APRIL 18, 2017, by and between the CITY of LITTLETON, COLORADO, hereinafter referred to as "City", a municipal corporation, acting by and through its duly elected, qualified and authorized Mayor and City Clerk, and Platte Canyon Water and Sanitation District,
(Name of Sanitation District)
a quasi-municipal corporation and political subdivision of the State of
(Type of Entity)
Colorado, hereinafter called "District", acting by and through its authorized Representative.

WITNESSETH

WHEREAS, the City and the District previously entered into a Sewer Service Agreement, ("Agreement") dated August 15, 1983, a copy of which is attached hereto and incorporated by reference, pursuant to which the City and the District agreed that the City would provide wastewater treatment services to the District through the Littleton/Englewood Bi-City Wastewater Treatment Plant ("Wastewater Plant"); and

WHEREAS, the terms and provisions of the Agreement remain in effect unless expressly modified by this Addendum; and

WHEREAS, the United States Environmental Protection Agency ("EPA") has instructed the City to establish an inter-jurisdictional agreement between the City and the District which provides the City with the authority to implement the "Industrial Pretreatment Program", contained in 40 CFR Part 403 promulgated by the EPA and Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, for any industrial users currently located or hereafter locating in the District; and

WHEREAS, the Agreement provides that in the operation of the District's sanitary sewer system all applicable City municipal code provisions and rules and regulations of the City shall be the minimum standards for the District's sanitary sewer system; and

WHEREAS, the City has determined that the provisions of the Agreement provide the City with sufficient authority to satisfy the inter-jurisdictional agreement requirements imposed by the EPA; and

WHEREAS, the parties desire to further clarify the obligations and responsibilities of the District and the City with respect to the enforcement of the City's Municipal Code, rules and regulations within the service area of the District; and

WHEREAS, the EPA defines "Industrial User" as "a source of nondomestic waste" and "any nondomestic source discharging pollutants to a Publicly Owned Treatment Works". EPA defines Nondomestic User as "any person or entity that discharges wastewater from any facility other than a residential unit".

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. The recitals above are incorporated herein by this reference.

2. The City and District mutually agree to comply fully with all applicable federal, state and local laws, rules and regulations, including but not limited to 40 CFR Part 403 promulgated by the EPA, Colorado Regulations 5 CCR 1002-63 promulgated by the Colorado Water Quality Commission pursuant to Colorado Revised Statute 22-8-508, and Title 12, Chapter 2, Section 5 of the Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, as each is amended from time to time, and all wastewater contribution requirements adopted by the City in accordance with the Agreement.

3. The parties, from time to time, shall review and revise this Addendum, if necessary, to ensure compliance with 42 U.S.C. § 1251 et. seq., of the Federal Clean Water Act, the federal rules and regulations found at 40 CFR Part 403 issued thereunder, and the City Municipal Code.

I. City Responsibilities

1. The City shall be responsible for and shall accept the following duties and perform the following actions in relation to all current and future Industrial Users and/or Nondomestic Users located within the District, and the District agrees to cooperate to the extent necessary for the City to successfully carry out its responsibilities:

   A. The City, on behalf of and as an agent for the District, shall perform technical and administrative duties necessary to assist the District with the implementation and enforcement of the District's rules and regulations regarding Industrial Users and/or Nondomestic Users. Without limiting the generality of the foregoing, the City agrees that it shall:

      (i) Update the City's industrial waste survey;
      (ii) Issue permits to all Industrial Users and/or Nondomestic Users within the District required to obtain a permit;
      (iii) Have the right to conduct inspections, sampling, and analysis;
      (iv) Take all appropriate enforcement actions as outlined in the City's enforcement response plan and consistent with this Addendum;
      (v) Provide notice to the District of enforcement actions taken by the City against any Industrial User and/or Nondomestic Users located within the District boundaries;
      (vi) Perform any other technical or administrative duties the parties deem appropriate;
      (vii) Upon reasonable notice to the City, provide the District access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's

service area.

(viii) The City will make a reasonable effort to notify the District in advance of any public hearing to change municipal code provisions referenced in this Addendum, and make a reasonable effort to provide an opportunity for the District to comment on proposed changes.

B. In addition, the City may, as appropriate, and as an agent of the District, take emergency action to stop or prevent the discharge from Industrial Users or Nondomestic Users of any wastewater which presents or may present an imminent danger to the health, safety and welfare of humans or which reasonably appears to threaten the environment, or which threatens to cause interference with, or pass through the Wastewater Plant, or cause sludge contamination. In the event the City deems such emergency action appropriate it shall provide the District with notice thereof in advance, if possible, but no later than 24-hours after the action is initiated.

C. The City, on behalf of the District, agrees to perform the following actions as set forth in 40 CFR Part 403.8(f) and summarized as follows:

(i) Control through permit, or similar means, the contribution to the City by Industrial Users and/or Nondomestic Users;

(ii) Require compliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users and/or Nondomestic Users;

(iii) Deny or condition new or increased contributions of pollutants or changes in the nature of pollutants by Industrial Users and/or Nondomestic Users;

(iv) Require the development of compliance schedules by each Industrial Users and/or Nondomestic Users for the installation of technology required to meet applicable Industrial Pretreatment Program standards and requirements;

(v) Require the submission of all notices and self-monitoring reports from Industrial Users and/or Nondomestic Users as are necessary to assess and assure compliance by Industrial Users and/or Nondomestic Users with Industrial Pretreatment Program standards and requirements, including, but not limited to, the reports required in 40 CFR 402.12;

(vi) Carry out all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial Users and/or Nondomestic Users, compliance or noncompliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users;

(vii) Enter premises of any Industrial User and/or Nondomestic User in which a discharge source or treatment system is located, or in which records are required to be kept pursuant to 40 CFR 403.12(o), to assure compliance with Industrial Pretreatment Program standards and requirements;

(viii) Evaluate compliance with the Industrial Pretreatment Program standards and requirements and obtain remedies, including the ability to seek injunctive relief and assess civil or criminal penalties for each violation;

(ix) Conform to confidentiality requirements set forth in 40 CFR Part 403.14 of the Industrial Pretreatment Program standards and requirements.

D. If the District performs its own fats, oils and grease ("FOG") program or petroleum, oil, grease and sand ("POGS") program it shall notify the City in the event that the District discontinues its FOG or POGS program. In which case, the City shall then administer the FOG and POGS program in addition to administrating the remaining sector control programs on behalf of and as agent for the District. The City shall have the right to charge a reasonable inspection fee to the District for any inspection related to Industrial Users and/or Nondomestic Users within the District's service area.

E. In the event that the District does not perform FOG or POGS programs the parties agree that the City shall perform and be responsible for the administration of these programs, as well as the remaining Sector Control Programs. The City shall have the right to charge a reasonable inspection fee to District for any inspection related to Industrial Users or Nondomestic Users within the District.

F. The City shall be responsible for administrating the remaining sector control programs in the District notwithstanding that the District performs its own FOG and POGS programs.

II. District Responsibilities

1. The District is responsible for, and shall accept, the following duties and perform the following actions for and in relation to all current and future Industrial Users and/or Nondomestic Users within the District's service area:

A. No later than June 30, 2017, the District shall adopt enforceable local sewer use rules and/or regulations which are no less stringent and are as broad in scope as the Industrial Pretreatment Program section of the Wastewater Utility Ordinance found in Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code or found in Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code. The City will provide to the District model regulations and any necessary revisions to the rule and/or regulations from time to time, and the District will adopt the revisions to its local sewer use rules and/or regulations that are at least as stringent as those adopted by the City.

B. The District will maintain current information on Industrial Users and/or Nondomestic Users located within the District's service area, and provide Industrial Users' information to the City upon request. The District agrees to provide to the City access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's service area.

C. The District shall enforce the provisions of its local sewer use regulations. In the event the District fails to take adequate enforcement action against noncompliant Industrial Users and/or Nondomestic Users in the District on a timely basis, the

District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

D. The District shall provide the resources and commit to implementation and enforcement of the Industrial Pretreatment Program standards and requirements for the Industrial Users and/or Nondomestic Users in the District with the City's oversight of the program. In the event the District fails to provide resources, adequately implement or enforce the Industrial Pretreatment Program, the District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

E. The District agrees that in the event that the City is required to take responsibility for inspections of Industrial Users and/or Nondomestic Users on behalf of the District, due to inaction, refusal to inspect, or lack of personnel to inspect, by the District, the City may charge the District for the costs of any such inspections.

F. The District agrees that if the authority of the City to act as agent for the District under this Addendum is questioned by an Industrial User and/or Nondomestic User, court of law, or otherwise, the District will take action to ensure the implementation and enforcement of its local sewer use regulations against any Industrial Users and Nondomestic Users, within the District's service area, including but not limited to, implementing and enforcing its local sewer regulations on its own behalf and/or amending this Addendum to clarify the City's authority.

G. The District IS responsible for administering the FOG and POGS programs, including conducting all inspections required by these programs.

2. If any term of this Addendum is held to be invalid in any judicial action, the remaining terms will be unaffected.

REMAINDER OF PAGE INTENTIONALLY BLANK

CITY OF LITTLETON

_____
Mayor

_____
Attest

_____
Platte Canyon Water and Sanitation District

_____
Richard Rock, President

State of Colorado)
) ss.
County of Jefferson)

The forgoing instrument was acknowledged before me this 16th day of December, 2016, at Jefferson, Colorado, by Richard Rock

Witness my hand and official seal.

My Commission expires: SEP 20 2019

_____
Notary Public

ALYSSA QUINN NOTARY PUBLIC STATE OF COLORADO

City Engineer Copy

SEWER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 1983, by and between the CITY OF LITTLETON, COLORADO, a Home Rule City, hereinafter referred to as "City", and the PLATTE CANYON WATER AND SANITATION DISTRICT, Arapahoe and Jefferson Counties, Colo., a quasi-municipal corporation of the State of Colorado, hereinafter referred to as "District".

WITNESSETH:

THAT, WHEREAS, the City and the City of Englewood, Colorado, now own, maintain, and operate a regional sewage disposal plant capable of treating the sanitary sewage generated by the District and currently providing sanitary sewer service to the District by contract dated February 2, 1971; that said contract is valid and binding upon the parties hereto; and

WHEREAS, the passage of time and changes of conditions dictate the mutuality of benefit in voiding the existing contract and executing a new contract which recognizes the said change of conditions; and

WHEREAS, it is the desire of the parties to enter into a sanitary sewer service contract incorporating therein all matters of agreement between them whereby the City agrees to receive and to process and dispose of the sewage from the District's sanitary sewer collection system into the disposal system of the City.

NOW, THEREFORE, in consideration of their mutual covenants, the performance of terms and conditions hereinafter set forth, the sewage treatment facility expansion to be undertaken by the Cities, and further good and valuable consideration, the sufficiency of which is conclusively presumed adequate by the parties hereto by the execution of this Agreement, it is mutually agreed as follows:

I.

AUTHORITY TO CONTRACT

1.1 This Agreement is made in conformity with and pursuant to the provisions of the Charter of the City of Littleton, adopted at General City Election of July 28, 1959, which controls the sale of sanitary sewer services outside the City.

1.2 This contract pertains to the use of the regional sewage disposal plant owned by the City and also by the City of Englewood, Colorado, by persons and property located outside the City Limits of said cities, but within the present boundaries of the District, and provides a service area for anticipated future sanitary sewer service by the District upon enlargement of the District's geographical boundaries.

1.3 This contract is made by the District in accordance with powers granted to it by the statutes of the State of Colorado.

1.4 Specifically, this contract is in the public interest and in the furtherance of the protection of the public health and safety of the Littleton community and is being executed and performance covenanted between the City and the District pursuant to and in conformity with Artice XIV, Section 18 of the Constitution of the State of Colorado and 1973, C.R.S. 29-1-201 (Intergovernmental Relations - Cooperative Contracts), and the achievement of said purpose or purposes is to be liberally construed.

1.5 Each party hereto covenants, avers and currently agrees that the other party hereto is not a public utility as defined by 1973, C.R.S. 40-1-103, et seq., and that the execution and performance hereof does not alter or change said negative covenant, averment and agreement of the parties. This undertaking and the performance by the parties hereto of the covenants herein contained are to be construed in furtherance of local governments effectively using, in the most

efficient manner, their powers and responsiblity by cooperative agreement as defined by Article XIV, Section 18 of the Colorado Constitution and 1973, C.R.S. 29-1-201, et seq.

II.

POINT OF CONNECTION

2.1. The District will connect its main sanitary sewer trunk line(s) from within the District at the following designated point(s):

> City of Littleton's Manhole No. 13 at Santa Fe Drive, approximately 650 feet south of West Crestline Avenue;

and as shown on "as built" drawings in possession of the City and the District or at such other agreed points of connection.

2.2. The sewage to be delivered by the District to said point of connection shall be sewage with a 5-day B.O.D. strength of less than 300 Mg. per liter. Excessive amounts of water caused by infiltration of water into the sewer lines of the District, or resulting from any other causes, shall not be permitted. (Excessive infiltration shall be the standard set forth by the State Department of Health or shall not be greater than 200 gallons per 24-hour day per inch of diameter of pipe per mile, whichever is more restrictive. Drainage from storm sewers, French drains or other similar structures shall not be introduced into the sanitary sewer lines of the District or of the City by the District. The City standards, ordinances and regulations including, but not limited to, City ordinances relating to the pretreatment of industrial sewage (as the term "industrial sewage" is defined in said ordinances), shall be applicable to the District and its users and to the City and its users on a uniform basis, without preference. The District shall be notified in advance of any amendment or updating of said standards, ordinances or regulations in order that the District may offer such comment as it desires prior to such amendment or update being effected.

III.

INFILTRATION STANDARDS, NOTICE, CHARGE

3.1. The flow rates and infiltration in lines of the District shall not exceed accepted engineering practice and usage. General City guidelines relative to acceptable infiltration in new construction based upon the current state of the art shall be as follows: Infiltration shall not exceed standards set by the State Department of Health or 200 gallons per 24-hour day per inch of diameter per mile whichever standard is more restrictive. It is understood by the parties to this contract that City standards may change and become more stringent with the passage of time, and shall be applicable to the parties hereto and to all District contractees and users. The City and District shall be bound equally by any standards, regulations or modifications thereof.

3.2. It is agreed that if the infiltration into the sanitary sewer lines of the District exceeds the standards as set forth in Articles II and III above, the City shall give the District notice in writing directed to the address as hereinafter shown. In the event that the District has not proceeded with corrective work within ninety (90) days from the date of said notice, the City shall have the prerogative of surcharging the District for the infiltration occurring in excess of that allowed pursuant to the standard set forth in Section 3.1 above, said surcharge to be determined by converting said excess infiltration to single family equivalents and then multiplying the resulting number of single family equivalents by the then current sewer service charges in effect and provided that said surcharge shall continue until corrective work has been successfully completed. When so charged, the District shall make payment within sixty (60) days from the date of

billing. In addition to the above remedy, in the event the District has not proceeded with said curative work within ninety (90) days from the date of said notice, the City may, at its discretion, perform or have performed on the lines of the District necessary work to eliminate or restrict the infiltration, and in such case, the City shall bill the District for the cost of the said work so performed, and the District shall make payment within sixty (60) days from the date of Billing. In the event the City must resort to legal action and prevail against the District to collect said amount, the District shall also be liable for the City's attorney's fees and costs associated with said legal action, together with interest on said amount calculated at the rate of one (1%) per cent per month on the unpaid balance from the date of Billing.

Excessive infiltration from District or City mains is to be governed by the above criteria and penalties.

IV.

ACCEPTANCE AND TREATMENT

4.1 Subject to the conditions set forth below, the City shall accept sewage from the District for transportation and treatment at the point(s) of connection referred to in paragraph 2.1 above, and shall transport and treat, or cause to be treated, and shall dispose, or cause to be disposed of, all sewage that may be delivered to it by the District from the collection and transmission sewer lines of the District in accordance with the terms of this Agreement.

4.2 Other provisions of this contract notwithstanding, this contract shall, at all times, be subject to the requirements of Section 110 of the Charter of the City of Littleton. Both parties to this Agreement recognize that sewer service to the Littleton area is dependent upon natural forces and technological limitations which may be beyond the control of the City. No liability shall attach to the City hereunder on account of any failure to adequately anticipate the availability of sewer service or because of an actual sewer service failure due to an occurrence beyond the reasonable control of the City. The City agrees to provide adequate facilities to the sewer service users

within this District based upon historical experience insofar as reasonably possible, and further, that it will exercise its best efforts to provide for the future sewer service needs of the District and the City. The City agrees that it will not obligate itself for furnishing a greater amount of service than it can reasonably foresee will be available, and accordingly, will periodically evaluate present and future capacity requirements of the City and the Districts that contract with the City for sewer service in order to adequately plan for and meet such requirements, and further, to advise said Districts of any plans for meeting future capacity requirements in a timely manner so as to allow the Districts adequate time to comment on said plans. If conditions develop such that it becomes apparent to the City that all areas outside Littleton for which sewer service has been committed cannot be supplied adequately pursuant to this and similar contracts, the City reserves the right, in order to protect the existing sewer service users, to discontinue or to allocate the granting of further taps hereunder; provided, however, that the City shall be obligated to exercise this right for discontinuance or allocation both within the City and the District as to inside or outside City sewer taps in a fair and equitable manner in accordance with Section 110 of the Charter of the City of Littleton and the concept that the sewage treatment facility is regional in nature.

V.

ENGINEERING AND INSPECTION

5.1 The District, so far as possible, will locate the sewer collection lines of the District in dedicated roadways and shall furnish to the City's Director of Public Services for his approval prior to construction, detailed plans and specifications for all sewer collection lines and laterals or other lines to be constructed and installed by the District. If the State Board of Health so elects, it shall also have the right to approve such plans before construction commences. Said approval of the City's Director of Public Services shall be in writing, and shall be so indicated on the working drawings. Such plans and specifications shall meet the criteria of the

City Engineer's office, applicable to all parties hereto. The City shall be advised at least 24 hours in advance of the start of any construction and after completion of the above requirements.

5.2 All sanitary sewer system construction undertaken by the District may be inspected by the City. All construction of sewer facilities within the District shall be under the control of the District's engineer. The standard costs of testing, inspection and supervision of the construction shall be borne by the District, or the person, firm, or corporation responsible for the installation or extension of any main sewer lines or laterals, and all applicable standards for the protection of public health and public safety shall be met. The District shall notify the City of need for inspection of new construction, and City shall inspect within 24 hours of such notification or shall be deemed to have waived the right to inspect the new construction. Extensions of mains shall be constructed in all cases to a point 15 feet beyond the nearest property line of the last dwelling site to be served. All inspection fees of said construction by the City of sewer laterals, mains, or extensions thereof (excluding service lines) shall be paid on the basis of fees determined by ordinance of the City and being applicable to all similar inspections.

It is the obligation of the District to inspect all construction and to accomplish same substantially in accordance with the plans and specifications of the City.

5.3 The District shall file a reproducible copy of sewer line construction plans with the City's Director of Public Services showing the "as constructed" locations of all lateral and main sewer lines, manholes and other appurtenances within thirty (30) days after acceptance of said sewer lines or facilities by the District.

5.4 The District shall file annually with the City's Director of Public Services a current map of its boundaries.

VI.

RULES AND REGULATIONS

6.1 All connections made to the sewer lines of the District, and use thereof, shall be made in full compliance with the rules and regulations and ordinances now in force or hereafter enacted by the City of Littleton controlling the use of, the discharge of wastes into, and connections of private sewers with the main or lateral sanitary sewer lines of the City; and said sewer connections and the use of said lines shall be in full compliance with rules and regulations of the District, the State Board of Public Health and the applicable codes and ordinances of the City of Littleton, which rules and regulations will be equally enforced by the City and District.

6.2 The rules, regulations and standards of construction of the District shall be at least as stringent as those of the City.

VII.

LINE SIZE

7.1 The sizes of sewer lines and mains to be installed by the District shall be as required by the District. If the City requires the District, or any customer of the District extending a sewer line in the District, to install the line of greater capacity than is reasonably necessary to serve the District, the City shall bear such portion of the additional cost of said larger sewer line. The opinion of the City's Director of Public Services, based on accepted engineering practice and usage in the industry, as to line size required, shall be final and binding on both parties.

VIII.

REQUIREMENT TO CONNECT

8.1 The City may require the District, for health and sanitary purposes, upon twenty (20) days' written notice directed to the District, to exercise its statutory authority (C.R.S. 1973, as amended, 32-1-1006) to compel the owners of inhabited property within said District to connect their property with the sewer system of the District, and upon a failure so to connect within twenty (20) days after written notice by

the District so to do, the District may cause such connection to be made; provided, however, such owners shall not be compelled to install more than four hundred (400) feet of sewer pipe to the owner's dwelling place.

IX.

EASEMENTS

9.1 The City of Littleton agrees to grant and convey, without charge, such necessary and City-approved rights-of-way and easements through, over and across any streets, roads or alleys or other property owned or controlled by the City, for the use of the District, in installing, connecting and laying sanitary sewer facilities within the described service area of the District, with the right of ingress, egress, and regress for the purpose of installing, repairing, enlarging and replacing the said facilities upon such terms and conditions (other than charges for said rights) as the City shall deem necessary; provided, however, that the said District shall so locate its sewer and lateral transmission lines in a location approved by the City's Director of Public Services and pursuant to his approval. In the event it is necessary for the District to make cuts into existing streets, the District agrees to comply with the ordinances and regulations of the City of Littleton as then existing controlling such street cuts, pavement replacement and similar activities. The City shall provide to the District documentation for said easements as necessary.

X.

TAP CHARGES

10.1 For the right and privilege of connecting a sewer service line to the lines or the mains of the District which ultimately transmit to the City of Littleton, and before said connection shall be made, a permit shall be obtained from the City. If Option I, specified in Section 11.2 herein, has been selected, the owner of the property desiring to connect said property shall obtain the permit. If Option 2, specified in Section 11.3 herein, has been selected, the District shall obtain the aforesaid permit for the owner. No permit shall be issued by the City in absence of either an appropriately executed permit for said connection from the District and a

building permit issued by the appropriate local government having jurisdiction over construction on the property requesting connection. The applicant shall pay to the City the sewage connection charge (tap fee) therefor as fixed by ordinance of the City of Littleton, or any amendment or change therein as may be hereafter enacted and which is applicable to all other similar sewer connections outside of the City limits of the City of Littleton.

This Agreement is being executed after extended negotiations by the City and the District. Said negotiations recognize the investment of the City and the District in regard to capital contribution and the regional concept of the sewage treatment facility. It is the agreement of the parties that a minimal differential of tap fees or service charges within the City with those of users outside of the City is the ultimate objective of the parties.

10.2 Passage of time may require an adjustment in the sewer tap fees to be charged by the City.

XI.

SERVICE CHARGE

11.1 The City shall charge and receive a periodic fee for sanitary sewer services furnished to the District or its users. Said charge or fee shall be as adjusted, amended or changed, by City ordinance, from time to time as necessary. The method if effectuating the charge and payment of said fee shall generally be according to one of the options as specified in paragraphs 11.2 or 11.3, herein, as requested by the District and agreed to by the City, said option to be selected at the time of execution of this agreement and appropriately noted as hereafter provided on the signature page. The City shall have the power to enforce collection of unpaid sanitary sewer charges of any of the users connected to the District's lines as the City may so determine.

11.2 Option I. The City shall bill all District users directly and all such users shall pay said charges directly to the City.

11.3 Option II. The District will pay, within thirty (30) days of Billing by the City, for all sanitary sewer services furnished to the District's users by the City at current charges, less 2½% thereof, which may be retained by the District for reimbursement of the cost of collection. The City shall have no direct responsibility for collection of bills from the sewer service users in the District service area. The District shall have the right to charge its various users an additional service charge as it shall determine.

11.4 In the event Option I, as defined under paragraph 11.2 hereof, is employed for the collection of sewer service charges, failure of the users located within the District service area to pay to the City the sewer service charges shall in no way be considered a default by the District of this contract; however, the District shall exert its best efforts to bring about payment of such charges, and in the event the District does not cooperate, this may be considered a default in the terms of this contract.

11.5 In the event Option II, as defined under paragraph 11.3 hereof, is selected for the collection of sewer service charges, failure of the District to pay the City sewer service charges incurred by the District due to the provision of sewer service charges to users located within the District sewer service area, shall be considered a default by the District of this contract.

11.6 Notwithstanding any provision of this article to the contrary, the passage of time, funding requirements or changed conditions may mandate that a different method of the charging and collection of sewer service charges be utilized. In such cases, the City shall seek the input of the District as to any concerns, suggestions or desires it may have as to proposed

changes in methods of charging and collection of sewer service charges, prior to any such change being effectuated. Any such change, after the date upon which this agreement becomes effective, may be accomplished either by City ordinance or by mutual agreement of the City and the District. Such change, which by way of example and not of limitation, may involve the application of a method of metering the total sewer service requirement of the District and shall be done only in a manner which will provide that ample and adequate time be allowed for both the City and the District to accomplish said change and related changes in billing and administrative procedure and policies as necessary. In any case, if the District has selected payment Option 2, as specified in Section 11.3 above, there shall be no change in the method of billing and payment, although the amounts so billed and paid may change.

11.7 While the passage of time may require adjustments in the sewer service charges or fees of the City to the District, or of the City to the users within the District,any such adjustments for sewer service charges by the City shall be applied uniformly to all districts being served by the City.

11.8 It is agreed that should the City annex any lands within the District, that sewer service charges imposed by the City for said annexed lands shall be at the same rate as would be charged all other City residents, provided, however, that the District shall not be prohibited from surcharging such lands for expenses such as administration, line maintenance and debt service, etc., associated with District lines which may continue to be used for the purpose of sewage transmission from such annexed lands, as may be allowed by law.

XII.

SERVICE AREA

12.1 The District's sewer service area shall encompass the real property described in Exhibit "A", which is attached hereto and incorporated herein by this reference.

12.2 The District proposes the service area as described in Exhibit "A", in order to provide for proper growth and development. All of the District's sewer outfalls which have

been and which are now being constructed within the area are designed to provide "drainage basin capabilities".

12.3 For planning purposes only, the above-described sewer service area shall not exceed 10,000 single family, or equivalent, sanitary sewer taps when fully developed. The District estimates new sewer tap requirements through the year 1999 at the approximate rate of 75 additional sanitary sewer, or equivalent sewer taps, per calendar year. It is agreed that the District shall not be required to actually acquire all of the taps so estimated.

12.4 The District's service area may from time to time be reduced by exclusion of land now within the District, or enlarged by inclusion of additional properties. The City shall not be required to provide sanitary sewer services for any such additional properties unless the inclusion of such properties in the District has been approved by City Council; and after due consideration to the requirements of Section 110 of the Littleton City Charter. Exclusion of properties from the District for which the City provides sanitary sewer services shall not be permitted, except if agreed to in writing signed by the President of City Council.

12.5 During the term of this agreement, neither the District nor any properties within the District shall be provided with sewage treatment services by any sewage treatment facility other than that facility owned and operated by the Cities of Littleton and Englewood, unless the provision of such services has been agreed to in advance and in writing by the City or the City is unable to serve the District.

XIII.

POLICING OF LINES AND TAPS

13.1 The District agrees to police any and all of its sanitary sewer collection facilities in order to detect and prevent any unauthorized connections thereto. Further, the District agrees upon detection, to cause to be disconnected any unauthorized sewer taps, the owners of which upon demand refuse to fulfill the requirements for an unauthorized tap.

13.2 The City may, if it so desires, at its own expense,

police and inspect the District's sanitary sewer facilities, and if it so discovers any unauthorized sanitary sewer taps located within the District, the District agrees, upon proper notification from the City, to forthwith effect a disconnection of said unauthorized tap or taps if the owners of which, upon demand, refuse to fulfill the requirements for an unauthorized tap. If it is determined that there are unauthorized sanitary sewer taps located within the District, then twice the applicable tap fee existing at the time of the discovery of any such taps shall be paid as liquidated damages. Further, all past uncollected service charges at the current rate shall also be paid.

13.3. In the event an unauthorized tap is discovered by either the District or the City, the City and the District shall cooperate and take all actions necessary to collect all tap fees, service charges and penalties set forth herein. In the event the making of the unauthorized tap or the failure to discover the same is as a result of the District's negligence, the District shall pay to the City all tap fees, service charges, and penalties as specified herein, and it shall then be incumbent on the District to achieve repaying of said amount from its user as it shall deem appropriate.

XIV.

CONTINUAL SERVICE

14.1. Subject to the requirements of Section 110 of the Littleton City Charter and Article IV above, the City agrees to use every reasonable means to furnish a continual sanitary sewer service to the District.

XV.

CONTRACT NOT ASSIGNABLE

15.1. The District shall have no right to assign this contract or any of its rights under the same unless the City shall have assented to such assignment with the same formality as employed in the execution of this contract, which assent by the City shall not be unreasonably withheld.

15.2. The City shall have the right to assign its rights and obligations under this contract to a Regional Service Authority or other similar entity.

XVI.

TERM

16.1 The parties hereto agree that this contract will continue until terminated by a mutual agreement cf the parties hereto. The parties recognize that the City is continually involved in studying its plant and intends to make and will in the future be making additional sizeable capital improvements at its expense. Bonds are currently outstanding, and it is anticipated that the new bonds may be issued by the City to finance improvements to and expansion of the sewer treatment facility, and it is, therefore, specifically and clearly understood between the parties that this contract shall be irrevocable during the time that the original bonds are outstanding.

XVII.

MODIFICATION

17.1 The benefits and obligations created by this contract may not be modified by an agreement, unless the same be in writing and executed with the same formality as this contract; provided, however, that in the event a sewer service contract is hereafter entered into between the City and another quasi-municipal sanitation district or water and sanitation district on any terms or conditions more favorable to such sanitation district or water and sanitation district than those set forth in this Agreement, it shall be the duty of the City to offer such more favorable terms and conditions to the District.

XVIII.

CAPITAL IMPROVEMENTS

18.1 That in the event capital improvements and modifications of the District's sewer facilities are required and which modified facilities provide, or will provide, sewer services to the City, the District agrees, except in emergency situations, to advise the City six (6) months in advance of proposed capital improvements in order that the City may become a party to such plans and modification program. It is the purpose of the foregoing to accommodate financial planning and the budget process.

18.2 That at some time in the future, should the Colorado Department of Public Health, or the state of the art of sani-

tary sewage treatment require the chlorination of sewage in outfall sewer collection mains, the District agrees after six (6) months' notice of these requirements, to work with the City in developing such chlorination facilities in order to meet State Health Standards.

XIX.

NOTICES

19.1 Any and all notices contemplated or required by the contract shall be directed to the parties thereto as follows:

City of Littleton
City Manager, Littleton Center
2255 West Berry
Littleton, Colorado 80165

District:

Platte Canyon Water & Sanitation District
7677 West Ken Caryl Road
Littleton, Colorado 80123

19.2 Changes in the above designation of address shall become effective upon notification by party changing address to the other party directed via certified mail, postage prepaid, to the address above indicated. Thereafter, the address for notification shall be as set forth in the notice of changes.

XX.

EXISTING SANITARY SEWER SERVICE AGREEMENTS

20.1 Upon execution of this Agreement, the contract dated February 2, 1971 shall be terminated and superseded. (See Exhibit "A," subparagraph 6, regarding sewage lift station understanding.)

20.2 There also exists another sewer service agreement(s) between the City and the District as follows:

NONE

20.3 The effect of this Agreement on those previous agreements listed in paragraph 20.2 is as follows:

N/A

20.4. There exists an agreement(s) between the District and another district(s) which utilizes the City's sewage treatment facilities as follows:

(See Exhibit "A" attached hereto and made a part hereof.)

20.5. The effect of this Agreement, if any, to those agreements listed in paragraph 20.4 is as follows:

All of the above listed contracts have been previously ratified, confirmed and approved by the City of Littleton; and, accordingly, this Agreement should have no effect on said contracts, other than continued service pursuant to said agreements in conformity with the terms and conditions hereof.

IN WITNESS WHEREOF, the parties to this Agreement have caused their corporate names to be hereunto subscribed by their proper corporate officers and their corporate seals hereunto affixed on the day and year first above written, for the uses and purposes as hereinabove set forth.

ATTEST:

Sandra Lee Gray
City Clerk (Deputy)

(S E A L)

CITY OF LITTLETON, COLORADO

By: James R. Collins
President of City Council

APPROVED AS TO FORM:

Laurence W. Berbowitz
City Attorney

ATTEST:

Kenneth D. Bradford, Jr.
KENNETH D. BRADFORD, Secretary

PLATTE CANYON WATER AND SANITATION DISTRICT, Arapahoe and Jefferson Counties, Colorado,

By: Jack C. Dice
JACK C. DICE, President

ARTICLE XI - SEWER SERVICE CHARGE OPTION SELECTED:

OPTION 1

EXHIBIT "A"

(Attached to and made a part of Sewer Service Agreement between the City of Littleton and the Platte Canyon Water and Sanitation District dated the 15th day of August 1983.)

20.4. 1. Bow-Mar Water and Sanitation District - Platte Canyon Water and Sanitation District Sewer Service Agreement dated August 21, 1961.

2. Bow-Mar Water and Sanitation District - Platte Canyon Water and Sanitation District Reinstatement and Amendment Agreement dated May 19, 1964.

3. Grant Water and Sanitation District - Platte Canyon Water and Sanitation District Agreement dated February 25, 1975.

4. Southwest Metropolitan Water and Sanitation District - Platte Canyon Water and Sanitation District Sewer Agreement dated April 10, 1962.

5. Acknowledgment of Consent to Platte Canyon Water and Sanitation District from Southwest Metropolitan Water and Sanitation District dated April 23, 1981.

6. Additionally, the City of Littleton, by Agreement with the Platte Canyon Water and Sanitation District dated February 2, 1971, has the privilege of using for transportation of sewage within the City the Platte Canyon District's sewage lift station located near Berry Street and the South Platte River for transportation into the existing transmission facilities of the City on the east side of the Platte River.

The within privilege is limited at the discretion of Platte Canyon in regard to capacity of transmission mains and the sewage pumping facility.

The City shall participate in the District's costs and expenses of maintaining, operating, repairing and replacing said sewage lift station, including all of its integral parts, pumps, motors and electrial equipment. The District and the City will cooperate in the maintenance and modification of said facility as they have over the past 20 years, and the ownership of said facility is with the District.

Participation shall be on the basis of the actual number of sewage taps connected by the City and by the District using said facilities. The District shall bill the City for such participation on a quarterly basis, and the District's records of all costs and expenses in regard to the said sewage lift station may be inspected by representatives of the City upon reasonable notice.

Excessive infiltration into the sewer lines of the City using this facility shall be rectified upon reasonable notice by the District. Excessive infiltration from City mains may be the cause for refusing additional sewage taps to be connected from property located within the City.

ADDENDUM TO SEWER SERVICE AGREEMENT

For Sanitation Districts with Industrial Users

This Addendum is made and entered into this 28th day of FEBRUARY 2017, to be effective as of APRIL 18, 2017, by and between the CITY of LITTLETON, COLORADO, hereinafter referred to as "City", a municipal corporation, acting by and through its duly elected, qualified and authorized Mayor and City Clerk, and Roxborough Water and Sanitation District (Name of Sanitation District), a quasi-municipal corporation (Type of Entity) of the State of Colorado, hereinafter called "District", acting by and through its authorized Representative.

WITNESSETH

WHEREAS, the City and the District previously entered into a Sewer Service Agreement, ("Agreement") dated SEPTEMBER 7, 2004, a copy of which is attached hereto and incorporated by reference, pursuant to which the City and the District agreed that the City would provide wastewater treatment services to the District through the Littleton/Englewood Bi-City Wastewater Treatment Plant ("Wastewater Plant"); and

WHEREAS, the terms and provisions of the Agreement remain in effect unless expressly modified by this Addendum; and

WHEREAS, the United States Environmental Protection Agency ("EPA") has instructed the City to establish an inter-jurisdictional agreement between the City and the District which provides the City with the authority to implement the "Industrial Pretreatment Program", contained in 40 CFR Part 403 promulgated by the EPA and Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, for any industrial users currently located or hereafter locating in the District; and

WHEREAS, the Agreement provides that in the operation of the District's sanitary sewer system all applicable City municipal code provisions and rules and regulations of the City shall be the minimum standards for the District's sanitary sewer system; and

WHEREAS, the City has determined that the provisions of the Agreement provide the City with sufficient authority to satisfy the inter-jurisdictional agreement requirements imposed by the EPA; and

WHEREAS, the parties desire to further clarify the obligations and responsibilities of the District and the City with respect to the enforcement of the City's Municipal Code, rules and regulations within the service area of the District; and

WHEREAS, the EPA defines "Industrial User" as "a source of nondomestic waste" and "any nondomestic source discharging pollutants to a Publicly Owned Treatment Works". EPA defines Nondomestic User as "any person or entity that discharges wastewater from any facility other than a residential unit".

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. The recitals above are incorporated herein by this reference.

2. The City and District mutually agree to comply fully with all applicable federal, state and local laws, rules and regulations, including but not limited to 40 CFR Part 403 promulgated by the EPA, Colorado Regulations 5 CCR 1002-63 promulgated by the Colorado Water Quality Commission pursuant to Colorado Revised Statute 22-8-508, and Title 12, Chapter 2, Section 5 of the Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, as each is amended from time to time, and all wastewater contribution requirements adopted by the City in accordance with the Agreement.

3. The parties, from time to time, shall review and revise this Addendum, if necessary, to ensure compliance with 42 U.S.C. § 1251 et. seq., of the Federal Clean Water Act, the federal rules and regulations found at 40 CFR Part 403 issued thereunder, and the City Municipal Code.

I. City Responsibilities

1. The City shall be responsible for and shall accept the following duties and perform the following actions in relation to all current and future Industrial Users and/or Nondomestic Users located within the District, and the District agrees to cooperate to the extent necessary for the City to successfully carry out its responsibilities:

   A. The City, on behalf of and as an agent for the District, shall perform technical and administrative duties necessary to assist the District with the implementation and enforcement of the District's rules and regulations regarding Industrial Users and/or Nondomestic Users. Without limiting the generality of the foregoing, the City agrees that it shall:

      (i) Update the City's industrial waste survey;
      (ii) Issue permits to all Industrial Users and/or Nondomestic Users within the District required to obtain a permit;
      (iii) Have the right to conduct inspections, sampling, and analysis;
      (iv) Take all appropriate enforcement actions as outlined in the City's enforcement response plan and consistent with this Addendum;
      (v) Provide notice to the District of enforcement actions taken by the City against any Industrial User and/or Nondomestic Users located within the District boundaries;
      (vi) Perform any other technical or administrative duties the parties deem appropriate;
      (vii) Upon reasonable notice to the City, provide the District access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's

service area.

(viii) The City will make a reasonable effort to notify the District in advance of any public hearing to change municipal code provisions referenced in this Addendum, and make a reasonable effort to provide an opportunity for the District to comment on proposed changes.

B. In addition, the City may, as appropriate, and as an agent of the District, take emergency action to stop or prevent the discharge from Industrial Users or Nondomestic Users of any wastewater which presents or may present an imminent danger to the health, safety and welfare of humans or which reasonably appears to threaten the environment, or which threatens to cause interference with, or pass through the Wastewater Plant, or cause sludge contamination. In the event the City deems such emergency action appropriate it shall provide the District with notice thereof in advance, if possible, but no later than 24-hours after the action is initiated.

C. The City, on behalf of the District, agrees to perform the following actions as set forth in 40 CFR Part 403.8(f) and summarized as follows:

(i) Control through permit, or similar means, the contribution to the City by Industrial Users and/or Nondomestic Users;

(ii) Require compliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users and/or Nondomestic Users;

(iii) Deny or condition new or increased contributions of pollutants or changes in the nature of pollutants by Industrial Users and/or Nondomestic Users;

(iv) Require the development of compliance schedules by each Industrial Users and/or Nondomestic Users for the installation of technology required to meet applicable Industrial Pretreatment Program standards and requirements;

(v) Require the submission of all notices and self-monitoring reports from Industrial Users and/or Nondomestic Users as are necessary to assess and assure compliance by Industrial Users and/or Nondomestic Users with Industrial Pretreatment Program standards and requirements, including, but not limited to, the reports required in 40 CFR 402.12;

(vi) Carry out all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial Users and/or Nondomestic Users, compliance or noncompliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users;

(vii) Enter premises of any Industrial User and/or Nondomestic User in which a discharge source or treatment system is located, or in which records are required to be kept pursuant to 40 CFR 403.12(o), to assure compliance with Industrial Pretreatment Program standards and requirements;

(viii) Evaluate compliance with the Industrial Pretreatment Program standards and requirements and obtain remedies, including the ability to seek injunctive relief and assess civil or criminal penalties for each violation;

(ix) Conform to confidentiality requirements set forth in 40 CFR Part 403.14 of the Industrial Pretreatment Program standards and requirements.

D. If the District performs its own fats, oils and grease ("FOG") program or petroleum, oil, grease and sand ("POGS") program it shall notify the City in the event that the District discontinues its FOG or POGS program. In which case, the City shall then administer the FOG and POGS program in addition to administrating the remaining sector control programs on behalf of and as agent for the District. The City shall have the right to charge a reasonable inspection fee to the District for any inspection related to Industrial Users and/or Nondomestic Users within the District's service area.

E. In the event that the District does not perform FOG or POGS programs the parties agree that the City shall perform and be responsible for the administration of these programs, as well as the remaining Sector Control Programs. The City shall have the right to charge a reasonable inspection fee to District for any inspection related to Industrial Users or Nondomestic Users within the District.

F. The City shall be responsible for administrating the remaining sector control programs in the District notwithstanding that the District performs its own FOG and POGS programs.

II. District Responsibilities

1. The District is responsible for, and shall accept, the following duties and perform the following actions for and in relation to all current and future Industrial Users and/or Nondomestic Users within the District's service area:

A. No later than June 30, 2017, the District shall adopt enforceable local sewer use rules and/or regulations which are no less stringent and are as broad in scope as the Industrial Pretreatment Program section of the Wastewater Utility Ordinance found in Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code or found in Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code. The City will provide to the District model regulations and any necessary revisions to the rule and/or regulations from time to time, and the District will adopt the revisions to its local sewer use rules and/or regulations that are at least as stringent as those adopted by the City.

B. The District will maintain current information on Industrial Users and/or Nondomestic Users located within the District's service area, and provide Industrial Users' information to the City upon request. The District agrees to provide to the City access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's service area.

C. The District shall enforce the provisions of its local sewer use regulations. In the event the District fails to take adequate enforcement action against noncompliant Industrial Users and/or Nondomestic Users in the District on a timely basis, the

District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

D. The District shall provide the resources and commit to implementation and enforcement of the Industrial Pretreatment Program standards and requirements for the Industrial Users and/or Nondomestic Users in the District with the City's oversight of the program. In the event the District fails to provide resources, adequately implement or enforce the Industrial Pretreatment Program, the District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

E. The District agrees that in the event that the City is required to take responsibility for inspections of Industrial Users and/or Nondomestic Users on behalf of the District, due to inaction, refusal to inspect, or lack of personnel to inspect, by the District, the City may charge the District for the costs of any such inspections.

F. The District agrees that if the authority of the City to act as agent for the District under this Addendum is questioned by an Industrial User and/or Nondomestic User, court of law, or otherwise, the District will take action to ensure the implementation and enforcement of its local sewer use regulations against any Industrial Users and Nondomestic Users, within the District's service area, including but not limited to, implementing and enforcing its local sewer regulations on its own behalf and/or amending this Addendum to clarify the City's authority.

G. The District IS NOT responsible for administering the FOG and POGS programs, including conducting all inspections required by these programs.

2. If any term of this Addendum is held to be invalid in any judicial action, the remaining terms will be unaffected.

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CITY OF LITTLETON

_____
Mayor

_____
Attest

ROXBOROUGH WATER & SANITATION DISTRICT
Sanitation District

Larry D. Moore
District Official

State of Colorado)
) ss.
County of Arapahoe)

The forgoing instrument was acknowledged before me this 28th day of February, 2017, at Arapahoe, Colorado, by Larry D. Moore

Witness my hand and official seal.

My Commission expires: 10/20/19

CHRISTY L KLINE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034032118
MY COMMISSION EXPIRES 10/20/2019

Christy Kline
Notary Public

SEWER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of September, 2004, by and between the CITY OF LITTLETON, COLORADO, a Home Rule City, hereinafter referred to as "City", and the ROXBOROUGH PARK METROPOLITAN DISTRICT, a quasi-municipal corporation of the State of Colorado, hereinafter referred to as "District".

WITNESSETH:

THAT, WHEREAS, the City and the City of Englewood, Colorado, now own, maintain, and operate a regional sewage disposal plant capable of treating the sanitary sewage generated by the District and currently providing sanitary sewer service to the District by contract dated _____N/A_____; that said contract is valid and biding upon the parties hereto; and

WHEREAS, the passage of time and changes of conditions dictate the mutuality of benefit in voiding the existing contract and executing a new contract which recognizes the said change of conditions; and

WHEREAS, it is the desire of the parties to enter into a sanitary sewer service contract incorporating therein all matters of agreement between them whereby the City agrees to receive and to process and dispose of the sewage from the District's sanitary sewer collection system into the disposal system of the City.

NOW, THEREFORE, in consideration of their mutual covenants, the performance of terms and conditions hereinafter set forth, the sewage treatment facility expansion to be undertaken by the Cities, and further good and valuable consideration, the sufficiency of which is conclusively presumed adequate by the parties hereto by the execution of this Agreement, it is mutually agreed as follows:

I.

AUTHORITY TO CONTRACT

1.1 This Agreement is made in conformity with and pursuant to the provisions of the Charter of the City of Littleton, adopted at General City Election of July 28, 1959, which controls the sale of sanitary sewer services outside the City.

1.2 This contract pertains to the use of the regional sewage disposal plant owned by the City and also by the City of Englewood, Colorado, by persons and property located outside the City Limits of said cities, but within the present boundaries of the District, and provides a service area for anticipated future sanitary sewer service by the District upon enlargement of the District's geographical boundaries.

1.3 This contract is made by the District in accordance with powers granted to it by the statutes of the State of Colorado.

1.4 Specifically, this contract is in the public interest and in the furtherance of the protection of the public health and safety of the Littleton community and is being executed and performance covenanted between the city and the District pursuant to and in conformity with Article XIV, Section 18 of the Constitution of the State of Colorado and 1973, C.R.S. 29-1-201 (Intergovernmental Relations – Cooperative Contracts), and the achievement of said purpose or purposes is be liberally construed.

1.5 Each party hereto covenants, avers and currently agrees that the other party hereto is not a public utility as defined by 1973, C.R.S. 40-1-103, et seq., and that the execution and performance hereof does not alter or change said negative covenant, averment and agreement of the parties. This undertaking and the performance by the parties hereto of the covenants herein contained are to be construed in furtherance of local governments effectively using, in the most efficient manner, their powers and responsibility by cooperative agreement as

defined by Article XIV, Section 18 of the Colorado Constitution and 1973, C.R.S. 29-1-201, et seq.

II.

POINT OF CONNECTION

2.1 The District will connect its main sanitary sewer trunk line(s) from within the District at the following designated point(s):

and as shown on "as built" drawings in possession of the City and the District or at such other agreed points of connection.

2.2 The sewage to be delivered by the District to said point of connection shall be sewage with a 5-day B.O.D. strength of less than 300 Mg. Per liter. Excessive amounts of water caused by infiltration of water into the sewer lines of the District, or resulting from any other causes, shall not be permitted. (Excessive infiltration shall be the standard set forth by the State Department of Health or shall not be greater than 200 gallons per 24-hour day per inch of diameter of pipe per mile, whichever is more restrictive. Drainage from storm sewers, French drains or other similar structures shall not be introduced into the sanitary sewer lines of the District or of the City by the District. The City standards, ordinances and regulations including, but not limited to, City ordinances relating to the pretreatment of industrial sewage (as the term "industrial sewage" is defined in said ordinances), shall be applicable to the District and its users and to the city and its users on a uniform basis, without preference. The

District shall be notified in advance of any amendment or updating of said standards, ordinances or regulations in order that the District may offer such comment as it desires prior to such amendment or update being effected.

III.

INFILTRATION STANDARDS, NOTICE, CHARGE

3.1 The flow rates and infiltration in lines of the District shall not exceed accepted engineering practice and usage. General City guidelines relative to acceptable infiltration in new construction based upon the current state of the art shall be as follows: Infiltration shall not exceed standards set by the State Department of Health or 200 gallons per 24-hour day per inch of diameter per mile whichever standard is more restrictive. It is understood by the parties to this contract that City standards may change and become more stringent with the passage of time, and shall be applicable to the parties hereto and to all District contractees and users. The city and District shall be bound equally by any standards, regulations or modifications thereof.

3.2 It is agreed that if the infiltration into the sanitary sewer lines of the District exceeds the standards as set forth in Articles II and III above, the City shall give the District notice in writing directed to the address as hereinafter shown. In the event that the District has not proceeded with corrective work within ninety (90) days from the date of said notice, the City shall have the prerogative of surcharging the District for the infiltration occurring in excess of that allowed pursuant to the standard set forth in Section 3.1 above, said surcharge to be determined by converting said excess infiltration to single family equivalents and then multiplying the resulting number of single family equivalents by the then current sewer service charges in effect and provided that said surcharge shall continue until corrective work

has been successfully completed. When so charged, the District shall make payment within sixty (60) days from the date of billing. In addition to the above remedy, in the event the District has not proceeded with said curative work within ninety (90) days from the date of said notice, the city may, at its discretion, perform or have performed on the lines of the District necessary work to eliminate or restrict the infiltration, and in such case, the city shall bill the District for the cost of the said work so performed, and the District shall make payment within sixty (60) days from the date of Billing. In the event the city must resort to legal action and prevail against the District to collect said amount, the District shall also be liable for the City's attorney's fees and costs associated with said legal action, together with interest on said amount calculated at the rate of one per cent (1%) per month on the unpaid balance from the date of Billing.

Excessive infiltration from District or City mains is to be governed by the above criteria and penalties.

IV.

ACCEPTANCE AND TREATMENT

4.1 Subject to the conditions set forth below, the City shall accept sewage from the District for transportation and treatment at the point(s) of connection referred to in paragraph 2.1 above, and shall transport and treat, or cause to be treated, and shall dispose, or cause to be disposed of, all sewage that may be delivered to it by the District from the collection and transmission sewer lines of the District in accordance with the terms of this Agreement.

4.2 Other provisions of this contract notwithstanding, this contract shall, at all times, be subject to the requirements of Section 110 of the Charter of the City of Littleton. Both parties to this Agreement recognize that sewer service to the Littleton area is dependent upon natural forces and technological limitations, which may be beyond the control of the City.

No liability shall attach to the City hereunder on account of any failure to adequately anticipate the availability of sewer service or because of an actual sewer service failure due to an occurrence beyond the reasonable control of the city. The City agrees to provide adequate facilities to the sewer service users within this District based upon historical experience insofar as reasonably possible, and further, that it will exercise its best efforts to provide for the future sewer service needs of the District and the City. The City agrees that it will not obligate itself for furnishing a greater amount of service than it can reasonably foresee will be available, and accordingly, will periodically evaluate present and future capacity requirements of the City and the Districts that contract with the City for sewer service in order to adequately plan for and meet such requirements, and further, to advise said Districts of any plans for meeting future capacity requirements in a timely manner so as to allow the Districts adequate time to comment on said plans. If conditions develop such that it becomes apparent to the City that all areas outside Littleton for which sewer service has been committed cannot be supplied adequately pursuant to this and similar contracts, the City reserves the right, in order to protect the existing sewer service users, to discontinue or to allocate the granting of further taps hereunder; provided, however, that the City shall be obligated to exercise this right for discontinuance or allocation both within the city and the District as to inside or outside City sewer taps in a fair and equitable manner in accordance with Section 110 of the Charter of the City of Littleton and the concept that the sewage treatment facility is regional in nature.

V.

ENGINEERING AND INSPECTION

5.1 The District, so far as possible, will locate the sewer collection lines of the District in dedicated roadways and shall furnish to the City's Director of Public Services for his

approval prior to construction, detailed plans and specifications for all sewer collection lines and laterals or other lines to be constructed and installed by the District. If the State Board of Health so elects, it shall also have the right to approve such plans before construction commences. Said approval of the City's Director of Public Services shall be in writing, and shall be so indicated on the working drawings. Such plans and specifications shall meet the criteria of the City Engineer's office, applicable to all parties hereto. The City shall be advised at least 24 hours in advance of the start of any construction and after completion of the above requirements.

5.2 All sanitary sewer system construction undertaken by the District may be inspected by the City. All construction of sewer facilities within the District shall be under the control of the District's engineer. The standard costs of testing, inspection and supervision of the construction shall be borne by the District, or the person, firm, or corporation responsible for the installation or extension of any main sewer lines or laterals, and all applicable standards for the protection of public health and public safety shall be met. The District shall notify the City of need for inspection of new construction, and City shall inspect within 24 hours of such notification or shall be deemed to have waived the right to inspect the new construction. Extensions of mains shall be constructed in all cases to a point 15 feet beyond the nearest property line of the last dwelling site to be served. All inspection fees of said construction by the City of sewer laterals, mains, or extensions thereof (excluding service lines) shall be paid on the basis of fees determined by ordinance of the City and being applicable to all similar inspections.

It is the obligation of the District to inspect all construction and to accomplish same substantially in accordance with the plans and specifications of the City.

5.3 The District shall file a reproducible copy of sewer line construction plans with the City's Director of Public Services showing the "as constructed" locations of all lateral and main sewer lines, manholes and other appurtenances within thirty (30) days after acceptance of said sewer lines or facilities by the District.

5.4 The District shall file annually with the City's Director of Public Services a current map of its boundaries.

VI.

RULES AND REGULATIONS

6.1 All connections made to the sewer lines of the District, and use thereof, shall be made in full compliance with the rules and regulations and ordinances now in force or hereafter enacted by the City of Littleton controlling the use of, the discharge of wastes into, and connections of private sewers with the main or lateral sanitary sewer lines of the City; and said sewer connections and the use of said lines shall be in full compliance with rules and regulations of the District, the State Board of Public Health and the applicable codes and ordinances of the City of Littleton, which rules and regulations will be equally enforced by the City and District.

6.2 The rules, regulations and standards of construction of the District shall be at least as stringent as those of the City.

VII.

LINE SIZE

7.1 The sizes of sewer lines and mains to be installed by the District shall be as required by the District. If the city requires the District, or any customer of the District extending a sewer line in the District, to install the line of greater capacity than is reasonably necessary to serve the District, the City shall bear such portion of the additional cost of said larger sewer

line. The opinion of the City's Director of Public Services, based on accepted engineering practice and usage in the industry, as to line size required, shall be final and binding on both parties.

VIII.

REQUIREMENT TO CONNECT

8.1 The City may require the District, for health and sanitary purposes, upon twenty (20) days written notice directed to the District, to exercise its statutory authority (C.R.S. 1973, as amended, 32-1-1006) to compel the owners of inhabited property within said District to connect their property with the sewer system of the District, and upon a failure so to connect within twenty (20) days after written notice by the District so to do, the District may cause such connection to be made; provided, however, such owners shall not be compelled to install more than four hundred (400) feet of sewer pipe to the owner's dwelling place.

IX.

EASEMENTS

9.1 The City of Littleton agrees to grant and convey, without charge, such necessary and City-approved rights-of-way and easements through, over and across any streets, roads or alleys or other property owned or controlled by the City, for the use of the District, in installing, connecting and laying sanitary sewer facilities within the described service area of the District, with the right of ingress, egress and regress for the purpose of installing, repairing, enlarging and replacing the said facilities upon such terms and conditions (other than charges for said rights) as the City shall deem

necessary; provided, however, that the said District shall so locate its sewer and lateral transmission lines in a location approved by the City's Director of Public Services and pursuant to his approval. In the event it is necessary for the District to make cuts into existing streets, the District agrees to comply with the ordinances and regulations of the City of Littleton as then existing controlling such street cuts, pavement replacement and similar activities. The City shall provide to the District documentation for said easements as necessary.

X.

TAP CHARGES

10.1 For the right and privilege of connecting a sewer service line to the lines or the mains of the District which ultimately transmit to the City of Littleton, and before said connection shall be made, a permit shall be obtained from the City. If Option I, specified in Section 11.2 herein, has been selected, the owner of the property desiring to connect said property shall obtain the permit. If Option 2, specified in Section 11.3 herein, has been selected, the District shall obtain the aforesaid permit for the owner. No permit shall be issued by the City in absence of either an appropriately executed permit for said connection from the District and a building permit issued by the appropriate local government having jurisdiction over construction on the property requesting connection. The applicant shall pay to the City the sewage connection charge (tap fee) therefore as fixed by ordinance of the City of Littleton, or any amendment or change therein as may be hereafter enacted and which is applicable to all other similar sewer connections outside of the City limits of the City of Littleton.

This Agreement is being executed after extended negotiations by the City and the District. Said negotiations recognize the investment of the City and the District in regard to capital contribution and the regional concept of the sewage treatment facility. It is the

agreement of the parties that a minimal differential of tap fees or service charges within the City with those of users outside of the City is the ultimate objective of the parties.

10.2 Passage of time may require an adjustment in the sewer tap fees to be charged by the City.

XI.

SERVICE CHARGE

11.1 The City shall charge and receive a periodic fee for sanitary sewer services furnished to the District or its users. Said charge or fee shall be as adjusted, amended or changed, by City ordinance, from time to time as necessary. The method of effectuating the charge and payment of said fee shall generally be according to one of the options as specified in paragraphs 11.2 or 11.3, herein, as requested by the District and agreed to by the City, said option to be selected at the time of execution of this agreement and appropriately noted as hereafter provided on the signature page. The City shall have the power to enforce collection of unpaid sanitary sewer charges of any of the users connected to the District's lines as the City may so determine.

11.2 Option I. The City shall bill all District users directly and all such users shall pay said charges directly to the City.

11.3 Option II. The District will pay, within thirty (30) days of Billing by the City, for all sanitary sewer services furnished to the District's users by the City at current charges, less 2 ½ % thereof, which may be retained by the District for reimbursement of the cost of collection. The City shall have no direct responsibility for collection of bills from the sewer service users in the District service area. The District shall have the right to charge its various users an additional service charge as it shall determine.

11.4 In the event Option I, as defined under paragraph 11.2 hereof, is employed for the collection of sewer service charges, failure of the users located within the District service area to pay to the City the sewer service charges shall in no way be considered a default by the District of this contract; however, the District shall exert its best efforts to bring about payment of such charges, and in the event the District does not cooperate, this may be considered a default in the terms of this contract.

11.5 In the event Option II, as defined under paragraph 11.3 hereof, is selected for the collection of sewer service charges, failure of the District to pay the City sewer service charges incurred by the District due to the provision of sewer service charges to users located within the district sewer service area, shall be considered a default by the District of this contract.

11.6 Notwithstanding any provision of this article to the contrary, the passage of time, funding requirements or changed conditions may mandate that a different method of the charging and collection of sewer service charges be utilized. In such cases, the City shall seek the input of the District as to any concerns, suggestions or desires it may have as to proposed changes in methods of charging and collection of sewer service charges, prior to any such change being effectuated. Any such change, after the date upon which this agreement becomes effective, may be accomplished either by City ordinance or by mutual agreement of the City and the District. Such change, which by way of example and not of limitation, may involve the application of a method of metering the total sewer service requirement of the District and shall be done only in a manner which will provide that ample and adequate time be allowed for both the City and the District to accomplish said change and related changes in billing and administrative procedure and policies as necessary. In any case, if the District has selected payment option 2, as specified in Section 11.3 above, there

shall be no change in the method of billing and payment, although the amounts so billed and paid may change.

11.7 While the passage of time may require adjustments in the sewer service charges or fees of the City to the District, or of the City to the users within the District, any such adjustments for sewer service charges by the City shall be applied uniformly to all districts being served by the City.

11.8 It is agreed that should the City annex any lands within the District, that sewer service charges imposed by the City for said annexed lands shall be at the same rate as would be charged all other City residents, provided, however, that the District shall not be prohibited from surcharging such lands for expenses such as administration, line maintenance and debt service, etc., associated with District lines which may continue to be used for the purpose of sewage transmission from such annexed lands, as may be allowed by law.

XII.

SERVICE AREA

12.1 The District's sewer service area shall encompass the real property described in Exhibit "A", which is attached hereto and incorporated herein by this reference.

12.2 The District proposes the service area as described in Exhibit "A", in order to provide for proper growth and development. All of the District's sewer outfalls which have been and which are now being constructed within the area are designed to provide "drainage basin capabilities".

12.3 For planning purposes only, the above-described sewer service shall not exceed 6550 single family, or equivalent, sanitary sewer taps when fully developed. The District estimates new sewer tap requirements through the year 2009 at the approximate rate of 100

additional sanitary sewer, or equivalent sewer taps, per calendar year. It is agreed that the District shall not be required to actually acquire all of the taps so estimated.

12.4 The District's service area may from time to time be reduced by exclusion of land now within the District, or enlarged by inclusion of additional properties. The City shall not be required to provide sanitary sewer services for any such additional properties unless the inclusion of such properties in the District has been approved by City Council; and after due consideration to the requirements of Section 110 of the Littleton City Charter. Exclusion of properties from the District for which the City provides sanitary sewer services shall not be permitted, except if agreed to in writing signed by the President of the City Council.

12.5 During the term of this agreement, neither the District nor any properties within the District shall be provided with sewage treatment services by any sewage treatment facility other than that facility owned and operated by the Cities of Littleton and Englewood, unless the provision of such services has been agreed to in advance and in writing by the City or the City is unable to serve the District.

XIII.

POLICING OF LINES AND TAPS

13.1 The District agrees to police any and all of its sanitary sewer collection facilities in order to detect and prevent any unauthorized connections thereto. Further, the District agrees upon detection, to cause to be disconnected any unauthorized sewer taps, the owners of which upon demand refuse to fulfill the requirements for an unauthorized tap.

13.2 The City may, if it so desires, at its own expense, police and inspect the District's sanitary sewer facilities, and if it so discovers any unauthorized sanitary sewer taps located within the District, the District agrees, upon proper notification from the City, to forthwith effect a disconnection of said unauthorized tap or taps if the owners of which, upon demand,

refuse to fulfill the requirements for an unauthorized tap. If it is determined that there are unauthorized sanitary sewer taps located within the District, then twice the applicable tap fee existing at the time of the discovery of any such taps shall be paid as liquidated damages. Further, all past uncollected service charges at the current rate shall also be paid.

13.3 In the event an unauthorized tap is discovered by either the District or the City, the City and the District shall cooperate and take all actions necessary to collect all tap fees, service charges and penalties set forth herein. In the event the making of the unauthorized tap or the failure to discover the same is a result of the District's negligence, the District shall pay to the City all tap fees, service charges, and penalties as specified herein, and it shall then be incumbent on the District to achieve repaying of said amount from its user as it shall deem appropriate.

XIV.

CONTINUAL SERVICE

14.1 Subject to the requirements of Section 110 of the Littleton City Charter and Article IV above, the City agrees to use every reasonable means to furnish a continual sanitary sewer service to the District.

XV.

CONTRACT NOT ASSIGNABLE

15.1 The District shall have no right to assign this contract or any of its rights under the same unless the City shall have assented to such assignment with the same formality as employed in the execution of this contract, which assent by the City shall not be unreasonably withheld.

15.2 The City shall have the right to assign its rights and obligations under this contract to a Regional Service Authority or other similar entity.

XVI.

TERM

16.1 The parties hereto agree that this contract will continue until terminated by a mutual agreement of the parties hereto. The parties recognize that the City is continually involved in studying its plant and intends to make and will in the future be making additional sizeable capital improvements at its expense. Bonds are currently outstanding, and it is anticipated that the new bonds may be issued by the City to finance improvements to and expansion of the sewer treatment facility, and it is, therefore, specifically and clearly understood between the parties that this contract shall be irrevocable during the time that the original bonds are outstanding.

XVII.

MODIFICATION

17.1 The benefits and obligations created by this contract may not be modified by an agreement, unless the same be in writing and executed with the same formality as this contract; provided, however, that in the event a sewer service contract is hereafter entered into between the City and another quasi-municipal sanitation district or water and sanitation district on any terms or conditions more favorable to such sanitation district or water and sanitation district than those set forth in this Agreement, it shall be the duty of the City to offer such more favorable terms and conditions to the District.

XVIII.

CAPITAL IMPROVEMENTS

18.1 That in the event capital improvements and modifications of the District's sewer facilities are required and which modified facilities provide, or will provide, sewer services to the City, the District agrees, except in emergency situations, to advise the City six (6) months in advance of proposed capital improvements in order that the City may become a party to such plans and modification program. It is the purpose of the foregoing to accommodate financial planning and the budget process.

18.2 That at some time in the future, should the Colorado Department of Public Health, or the state of the art of sanitary sewage treatment require the chlorination of sewage in outfall sewer collection mains, the District agrees after six (6) months notice of these requirements, to work with the City in developing such chlorination facilities in order to meet State Health Standards.

XIX.

NOTICES

19.1 Any and all notices contemplated or required by the contract shall be directed to the parties thereto as follows:

City of Littleton

City Manager, Littleton Center

2255 West Berry

Littleton, Colorado 80165

District:

Roxborough Park Metropolitan District

6222 North Roxborough Park Road

Littleton, Colorado 80125

19.2 Changes in the above designation of address shall become effective upon notification by party changing address to the other party directed via certified mail, postage pre-paid, to the address above indicated. Thereafter, the address for notification shall be as set forth in the notice of changes.

XX.

EXISTING SANITARY SEWER SEREVICE AGREEMENTS

20.1 Upon execution of the Agreement, the contract dated N/A shall be terminated and superseded. (See Exhibit "A", subparagraph 6, regarding sewage lift station understanding.)

20.2 There also exists another sewer service agreement (s) between the City and the district as follows:

NONE

20.3 The effect of this Agreement on those previous agreements listed in paragraph 20.2 is as follows:

N/A

20.4 There exists an agreement (s) between the District and another district (s) which utilizes the City's sewage treatment facilities as follows:

(See Exhibit "B" attached hereto and made a part hereof.)

20.5 The effect of this Agreement, if any, to those agreements listed in paragraph 20.4 is as follows:

N/A

All of the above listed contracts have been previously ratified, confirmed and approved by the City of Littleton; and, accordingly, this Agreement should have no effect on said

contracts, other than continued service pursuant to said agreements in conformity with the terms and conditions hereof.

IN WITNESS WHEREOF, the parties to this Agreement have caused their corporate names to be hereunto subscribed by their proper corporate officers and their corporate seals hereunto affixed on the day and year first above written, for the uses and purposes as hereinabove set forth.

ATTEST:

City Clerk

CITY OF LITTLETON, COLORADO

By:

President of the City Council

(Seal)

APPROVED AS TO FORM:

City Attorney

ROXBOROUGH PARK

METROPOLITAN DISTRICT

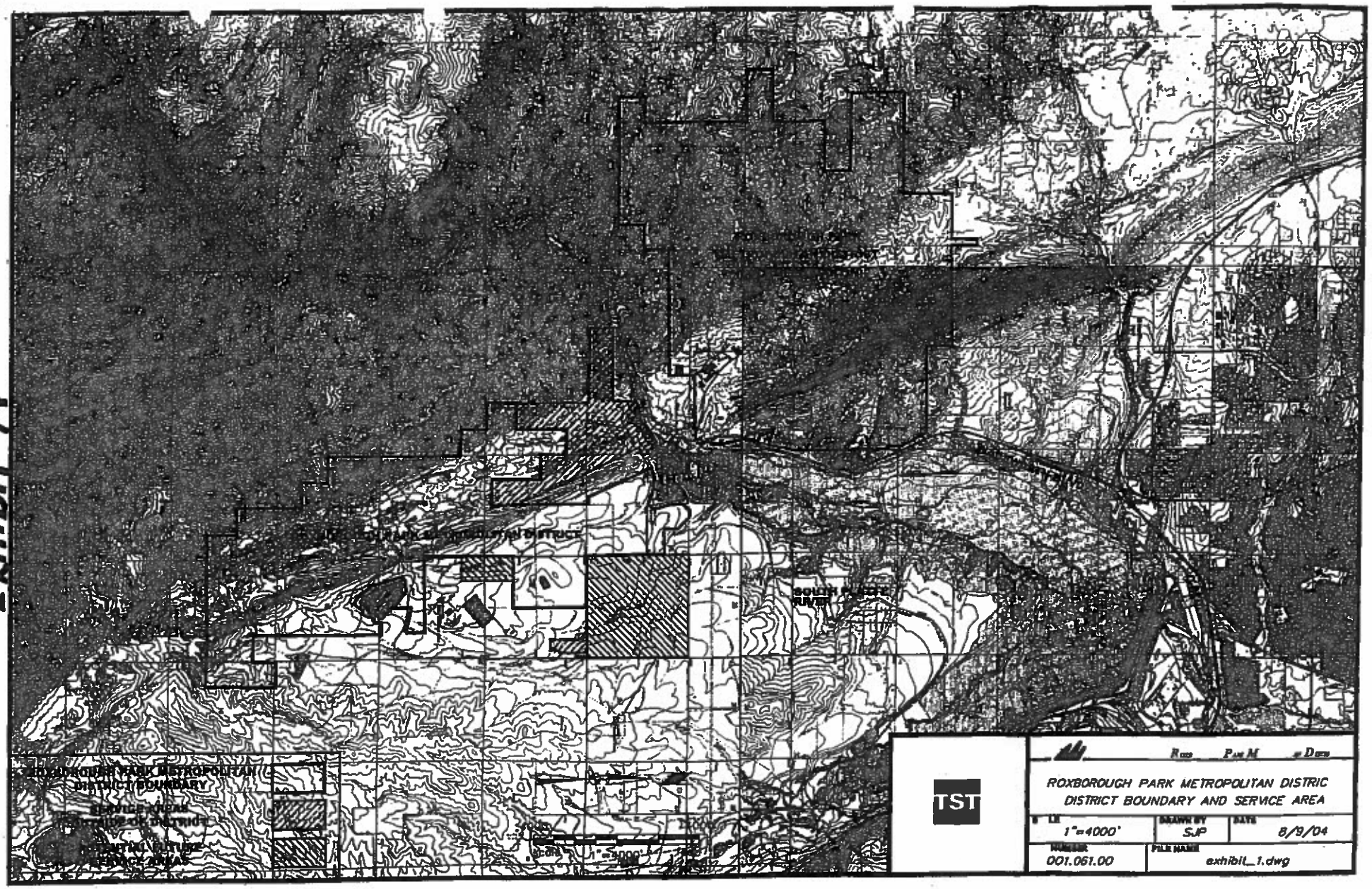
ATTEST:

By:

ARTICLE XI – SEWER SERVICE CHARGE OPTION SELECTED:

OPTION ___II____

Exhibit A


ROXBOROUGH PARK METROPOLITAN
DISTRICT BOUNDARY
SERVICE AREA
OUTSIDE OF DISTRICT
CENTRAL DISTRICT
SERVICE AREA
SOUTH PLATTE
RIVER
TST
ROXBOROUGH PARK METROPOLITAN DISTRIC
DISTRICT BOUNDARY AND SERVICE AREA
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ADDENDUM TO SEWER SERVICE AGREEMENT

For Sanitation Districts with Industrial Users

This Addendum is made and entered into this 16th day of DECEMBER 2016, to be effective as of APRIL 18, 2017, by and between the CITY of LITTLETON, COLORADO, hereinafter referred to as "City", a municipal corporation, acting by and through its duly elected, qualified and authorized Mayor and City Clerk, and Southwest Metropolitan Water and Sanitation District,
(Name of Sanitation District)
a quasi-municipal corporation and political subdivision of the State of
(Type of Entity)
Colorado, hereinafter called "District", acting by and through its authorized Representative.

WITNESSETH

WHEREAS, the City and the District previously entered into a Sewer Service Agreement, ("Agreement") dated August 15, 1983, a copy of which is attached hereto and incorporated by reference, pursuant to which the City and the District agreed that the City would provide wastewater treatment services to the District through the Littleton/Englewood Bi-City Wastewater Treatment Plant ("Wastewater Plant"); and

WHEREAS, the terms and provisions of the Agreement remain in effect unless expressly modified by this Addendum; and

WHEREAS, the United States Environmental Protection Agency ("EPA") has instructed the City to establish an inter-jurisdictional agreement between the City and the District which provides the City with the authority to implement the "Industrial Pretreatment Program", contained in 40 CFR Part 403 promulgated by the EPA and Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, for any industrial users currently located or hereafter locating in the District; and

WHEREAS, the Agreement provides that in the operation of the District's sanitary sewer system all applicable City municipal code provisions and rules and regulations of the City shall be the minimum standards for the District's sanitary sewer system; and

WHEREAS, the City has determined that the provisions of the Agreement provide the City with sufficient authority to satisfy the inter-jurisdictional agreement requirements imposed by the EPA; and

WHEREAS, the parties desire to further clarify the obligations and responsibilities of the District and the City with respect to the enforcement of the City's Municipal Code, rules and regulations within the service area of the District; and

WHEREAS, the EPA defines "Industrial User" as "a source of nondomestic waste" and "any nondomestic source discharging pollutants to a Publicly Owned Treatment Works". EPA defines Nondomestic User as "any person or entity that discharges wastewater from any facility other than a residential unit".

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. The recitals above are incorporated herein by this reference.

2. The City and District mutually agree to comply fully with all applicable federal, state and local laws, rules and regulations, including but not limited to 40 CFR Part 403 promulgated by the EPA, Colorado Regulations 5 CCR 1002-63 promulgated by the Colorado Water Quality Commission pursuant to Colorado Revised Statute 22-8-508, and Title 12, Chapter 2, Section 5 of the Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, as each is amended from time to time, and all wastewater contribution requirements adopted by the City in accordance with the Agreement.

3. The parties, from time to time, shall review and revise this Addendum, if necessary, to ensure compliance with 42 U.S.C. § 1251 et. seq., of the Federal Clean Water Act, the federal rules and regulations found at 40 CFR Part 403 issued thereunder, and the City Municipal Code.

I. City Responsibilities

1. The City shall be responsible for and shall accept the following duties and perform the following actions in relation to all current and future Industrial Users and/or Nondomestic Users located within the District, and the District agrees to cooperate to the extent necessary for the City to successfully carry out its responsibilities:

   A. The City, on behalf of and as an agent for the District, shall perform technical and administrative duties necessary to assist the District with the implementation and enforcement of the District's rules and regulations regarding Industrial Users and/or Nondomestic Users. Without limiting the generality of the foregoing, the City agrees that it shall:

      (i) Update the City's industrial waste survey;
      (ii) Issue permits to all Industrial Users and/or Nondomestic Users within the District required to obtain a permit;
      (iii) Have the right to conduct inspections, sampling, and analysis;
      (iv) Take all appropriate enforcement actions as outlined in the City's enforcement response plan and consistent with this Addendum;
      (v) Provide notice to the District of enforcement actions taken by the City against any Industrial User and/or Nondomestic Users located within the District boundaries;
      (vi) Perform any other technical or administrative duties the parties deem appropriate;
      (vii) Upon reasonable notice to the City, provide the District access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's

service area.

(viii) The City will make a reasonable effort to notify the District in advance of any public hearing to change municipal code provisions referenced in this Addendum, and make a reasonable effort to provide an opportunity for the District to comment on proposed changes.

B. In addition, the City may, as appropriate, and as an agent of the District, take emergency action to stop or prevent the discharge from Industrial Users or Nondomestic Users of any wastewater which presents or may present an imminent danger to the health, safety and welfare of humans or which reasonably appears to threaten the environment, or which threatens to cause interference with, or pass through the Wastewater Plant, or cause sludge contamination. In the event the City deems such emergency action appropriate it shall provide the District with notice thereof in advance, if possible, but no later than 24-hours after the action is initiated.

C. The City, on behalf of the District, agrees to perform the following actions as set forth in 40 CFR Part 403.8(f) and summarized as follows:

(i) Control through permit, or similar means, the contribution to the City by Industrial Users and/or Nondomestic Users;

(ii) Require compliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users and/or Nondomestic Users;

(iii) Deny or condition new or increased contributions of pollutants or changes in the nature of pollutants by Industrial Users and/or Nondomestic Users;

(iv) Require the development of compliance schedules by each Industrial Users and/or Nondomestic Users for the installation of technology required to meet applicable Industrial Pretreatment Program standards and requirements;

(v) Require the submission of all notices and self-monitoring reports from Industrial Users and/or Nondomestic Users as are necessary to assess and assure compliance by Industrial Users and/or Nondomestic Users with Industrial Pretreatment Program standards and requirements, including, but not limited to, the reports required in 40 CFR 402.12;

(vi) Carry out all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial Users and/or Nondomestic Users, compliance or noncompliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users;

(vii) Enter premises of any Industrial User and/or Nondomestic User in which a discharge source or treatment system is located, or in which records are required to be kept pursuant to 40 CFR 403.12(o), to assure compliance with Industrial Pretreatment Program standards and requirements;

(viii) Evaluate compliance with the Industrial Pretreatment Program standards and requirements and obtain remedies, including the ability to seek injunctive relief and assess civil or criminal penalties for each violation;

(ix) Conform to confidentiality requirements set forth in 40 CFR Part 403.14 of the Industrial Pretreatment Program standards and requirements.

D. If the District performs its own fats, oils and grease ("FOG") program or petroleum, oil, grease and sand ("POGS") program it shall notify the City in the event that the District discontinues its FOG or POGS program. In which case, the City shall then administer the FOG and POGS program in addition to administrating the remaining sector control programs on behalf of and as agent for the District. The City shall have the right to charge a reasonable inspection fee to the District for any inspection related to Industrial Users and/or Nondomestic Users within the District's service area.

E. In the event that the District does not perform FOG or POGS programs the parties agree that the City shall perform and be responsible for the administration of these programs, as well as the remaining Sector Control Programs. The City shall have the right to charge a reasonable inspection fee to District for any inspection related to Industrial Users or Nondomestic Users within the District.

F. The City shall be responsible for administrating the remaining sector control programs in the District notwithstanding that the District performs its own FOG and POGS programs.

II. District Responsibilities

1. The District is responsible for, and shall accept, the following duties and perform the following actions for and in relation to all current and future Industrial Users and/or Nondomestic Users within the District's service area:

A. No later than June 30, 2017, the District shall adopt enforceable local sewer use rules and/or regulations which are no less stringent and are as broad in scope as the Industrial Pretreatment Program section of the Wastewater Utility Ordinance found in Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code or found in Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code. The City will provide to the District model regulations and any necessary revisions to the rule and/or regulations from time to time, and the District will adopt the revisions to its local sewer use rules and/or regulations that are at least as stringent as those adopted by the City.

B. The District will maintain current information on Industrial Users and/or Nondomestic Users located within the District's service area, and provide Industrial Users' information to the City upon request. The District agrees to provide to the City access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's service area.

C. The District shall enforce the provisions of its local sewer use regulations. In the event the District fails to take adequate enforcement action against noncompliant Industrial Users and/or Nondomestic Users in the District on a timely basis, the

District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

D. The District shall provide the resources and commit to implementation and enforcement of the Industrial Pretreatment Program standards and requirements for the Industrial Users and/or Nondomestic Users in the District with the City's oversight of the program. In the event the District fails to provide resources, adequately implement or enforce the Industrial Pretreatment Program, the District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

E. The District agrees that in the event that the City is required to take responsibility for inspections of Industrial Users and/or Nondomestic Users on behalf of the District, due to inaction, refusal to inspect, or lack of personnel to inspect, by the District, the City may charge the District for the costs of any such inspections.

F. The District agrees that if the authority of the City to act as agent for the District under this Addendum is questioned by an Industrial User and/or Nondomestic User, court of law, or otherwise, the District will take action to ensure the implementation and enforcement of its local sewer use regulations against any Industrial Users and Nondomestic Users, within the District's service area, including but not limited to, implementing and enforcing its local sewer regulations on its own behalf and/or amending this Addendum to clarify the City's authority.

G. The District IS responsible for administering the FOG and POGS programs, including conducting all inspections required by these programs.

2. If any term of this Addendum is held to be invalid in any judicial action, the remaining terms will be unaffected.

REMAINDER OF PAGE INTENTIONALLY BLANK

CITY OF LITTLETON

_____

Mayor

_____

Attest

_____

Southwest Metropolitan Water and Sanitation District

_____

Anthony Dursey, President

State of Colorado)
) ss.
County of Arapahoe)

The forgoing instrument was acknowledged before me this 16th day of December, 2016, at Jefferson, Colorado, by Anthony Dursey

Witness my hand and official seal.

My Commission expires: SEP 20 2019

_____

Notary Public

ALYSSA QUINN NOTARY PUBLIC STATE OF COLORADO

SEWER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 1983, by and between the CITY OF LITTLETON, COLORADO, a Home Rule City, hereinafter referred to as "City", and the SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT Arapahoe, Jefferson and Douglas Counties, Colorado, a quasi-municipal corporation of the State of Colorado, hereinafter referred to as "District".

WITNESSETH:

THAT, WHEREAS, the City and the City of Englewood, Colorado, now own, maintain, and operate a regional sewage disposal plant capable of treating the sanitary sewage generated by the District and currently providing sanitary sewer service to the District by contract dated April 12, 1979; that said contract is valid and binding upon the parties hereto; and

WHEREAS, the passage of time and changes of conditions dictate the mutuality of benefit in voiding the existing contract and executing a new contract which recognizes the said change of conditions; and

WHEREAS, it is the desire of the parties to enter into a sanitary sewer service contract incorporating therein all matters of agreement between them whereby the City agrees to receive and to process and dispose of the sewage from the District's sanitary sewer collection system into the disposal system of the City.

NOW, THEREFORE, in consideration of their mutual covenants, the performance of terms and conditions hereinafter set forth, the sewage treatment facility expansion to be undertaken by the Cities, and further good and valuable consideration, the sufficiency of which is conclusively presumed adequate by the parties hereto by the execution of this Agreement, it is mutually agreed as follows:

I.

AUTHORITY TO CONTRACT

1.1 This Agreement is made in conformity with and pursuant to the provisions of the Charter of the City of Littleton, adopted at General City Election of July 28, 1959, which controls the sale of sanitary sewer services outside the City.

1.2 This contract pertains to the use of the regional sewage disposal plant owned by the City and also by the City of Englewood, Colorado, by persons and property located outside the City Limits of said cities, but within the present boundaries of the District, and provides a service area for anticipated future sanitary sewer service by the District upon enlargement of the District's geographical boundaries.

1.3 This contract is made by the District in accordance with powers granted to it by the statutes of the State of Colorado.

1.4 Specifically, this contract is in the public interest and in the furtherance of the protection of the public health and safety of the Littleton community and is being executed and performance covenanted between the City and the District pursuant to and in conformity with Artice XIV, Section 18 of the Constitution of the State of Colorado and 1973, C.R.S. 29-1-201 (Intergovernmental Relations - Cooperative Contracts), and the achievement of said purpose or purposes is to be liberally construed.

1.5 Each party hereto covenants, avers and currently agrees that the other party hereto is not a public utility as defined by 1973, C.R.S. 40-1-103, et seq., and that the execution and performance hereof does not alter or change said negative covenant, averment and agreement of the parties. This undertaking and the performance by the parties hereto of the covenants herein contained are to be construed in furtherance of local governments effectively using, in the most

efficient manner, their powers and responsiblity by cooperative agreement as defined by Article XIV, Section 18 of the Colorado Constitution and 1973, C.R.S. 29-1-201, et seq.

II.

POINT OF CONNECTION

2.1. The District will connect its main sanitary sewer trunk line(s) from within the District at the following designated point(s):

Belleview Avenue, approximately 300 feet
west of Santa Fe Drive;

and as shown on "as built" drawings in possession of the City and the District or at such other agreed points of connection.

2.2. The sewage to be delivered by the District to said point of connection shall be sewage with a 5-day B.O.D. strength of less than 300 Mg. per liter. Excessive amounts of water caused by infiltration of water into the sewer lines of the District, or resulting from any other causes, shall not be permitted. (Excessive infiltration shall be the standard set forth by the State Department of Health or shall not be greater than 200 gallons per 24-hour day per inch of diameter of pipe per mile, whichever is more restrictive. Drainage from storm sewers, French drains or other similar structures shall not be introduced into the sanitary sewer lines of the District or of the City by the District. The City standards, ordinances and regulations including, but not limited to, City ordinances relating to the pretreatment of industrial sewage (as the term "industrial sewage" is defined in said ordinances), shall be applicable to the District and its users and to the City and its users on a uniform basis, without preference. The District shall be notified in advance of any amendment or updating of said standards, ordinances or regulations in order that the District may offer such comment as it desires prior to such amendment or update being effected.

III.

INFILTRATION STANDARDS, NOTICE, CHARGE

3.1. The flow rates and infiltration in lines of the District shall not exceed accepted engineering practice and usage. General City guidelines relative to acceptable infiltration in new construction based upon the current state of the art shall be as follows: Infiltration shall not exceed standards set by the State Department of Health or 200 gallons per 24-hour day per inch of diameter per mile whichever standard is more restrictive. It is understood by the parties to this contract that City standards may change and become more stringent with the passage of time, and shall be applicable to the parties hereto and to all District contractees and users. The City and District shall be bound equally by any standards, regulations or modifications thereof.

3.2. It is agreed that if the infiltration into the sanitary sewer lines of the District exceeds the standards as set forth in Articles II and III above, the City shall give the District notice in writing directed to the address as hereinafter shown. In the event that the District has not proceeded with corrective work within ninety (90) days from the date of said notice, the City shall have the prerogative of surcharging the District for the infiltration occurring in excess of that allowed pursuant to the standard set forth in Section 3.1 above, said surcharge to be determined by converting said excess infiltration to single family equivalents and then multiplying the resulting number of single family equivalents by the then current sewer service charges in effect and provided that said surcharge shall continue until corrective work has been successfully completed. When so charged, the District shall make payment within sixty (60) days from the date of

billing. In addition to the above remedy, in the event the District has not proceeded with said curative work within ninety (90) days from the date of said notice, the City may, at its discretion, perform or have performed on the lines of the District necessary work to eliminate or restrict the infiltration, and in such case, the City shall bill the District for the cost of the said work so performed, and the District shall make payment within sixty (60) days from the date of Billing. In the event the City must resort to legal action and prevail against the District to collect said amount, the District shall also be liable for the City's attorney's fees and costs associated with said legal action, together with interest on said amount calculated at the rate of one (1%) per cent per month on the unpaid balance from the date of Billing.

Excessive infiltration from District or City mains is to be governed by the above criteria and penalties.

IV.

ACCEPTANCE AND TREATMENT

4.1 Subject to the conditions set forth below, the City shall accept sewage from the District for transportation and treatment at the point(s) of connection referred to in paragraph 2.1 above, and shall transport and treat, or cause to be treated, and shall dispose, or cause to be disposed of, all sewage that may be delivered to it by the District from the collection and transmission sewer lines of the District in accordance with the terms of this Agreement.

4.2 Other provisions of this contract notwithstanding, this contract shall, at all times, be subject to the requirements of Section 110 of the Charter of the City of Littleton. Both parties to this Agreement recognize that sewer service to the Littleton area is dependent upon natural forces and technological limitations which may be beyond the control of the City. No liability shall attach to the City hereunder on account of any failure to adequately anticipate the availability of sewer service or because of an actual sewer service failure due to an occurrence beyond the reasonable control of the City. The City agrees to provide adequate facilities to the sewer service users

within this District based upon historical experience insofar as reasonably possible, and further, that it will exercise its best efforts to provide for the future sewer service needs of the District and the City. The City agrees that it will not obligate itself for furnishing a greater amount of service than it can reasonably foresee will be available, and accordingly, will periodically evaluate present and future capacity requirements of the City and the Districts that contract with the City for sewer service in order to adequately plan for and meet such requirements, and further, to advise said Districts of any plans for meeting future capacity requirements in a timely manner so as to allow the Districts adequate time to comment on said plans. If conditions develop such that it becomes apparent to the City that all areas outside Littleton for which sewer service has been committed cannot be supplied adequately pursuant to this and similar contracts, the City reserves the right, in order to protect the existing sewer service users, to discontinue or to allocate the granting of further taps hereunder; provided, however, that the City shall be obligated to exercise this right for discontinuance or allocation both within the City and the District as to inside or outside City sewer taps in a fair and equitable manner in accordance with Section 110 of the Charter of the City of Littleton and the concept that the sewage treatment facility is regional in nature.

V.

ENGINEERING AND INSPECTION

5.1 The District, so far as possible, will locate the sewer collection lines of the District in dedicated roadways and shall furnish to the City's Director of Public Services for his approval prior to construction, detailed plans and specifications for all sewer collection lines and laterals or other lines to be constructed and installed by the District. If the State Board of Health so elects, it shall also have the right to approve such plans before construction commences. Said approval of the City's Director of Public Services shall be in writing, and shall be so indicated on the working drawings. Such plans and specifications shall meet the criteria of the

City Engineer's office, applicable to all parties hereto. The City shall be advised at least 24 hours in advance of the start of any construction and after completion of the above requirements.

5.2 All sanitary sewer system construction undertaken by the District may be inspected by the City. All construction of sewer facilities within the District shall be under the control of the District's engineer. The standard costs of testing, inspection and supervision of the construction shall be borne by the District, or the person, firm, or corporation responsible for the installation or extension of any main sewer lines or laterals, and all applicable standards for the protection of public health and public safety shall be met. The District shall notify the City of need for inspection of new construction, and City shall inspect within 24 hours of such notification or shall be deemed to have waived the right to inspect the new construction. Extensions of mains shall be constructed in all cases to a point 15 feet beyond the nearest property line of the last dwelling site to be served. All inspection fees of said construction by the City of sewer laterals, mains, or extensions thereof (excluding service lines) shall be paid on the basis of fees determined by ordinance of the City and being applicable to all similar inspections.

It is the obligation of the District to inspect all construction and to accomplish same substantially in accordance with the plans and specifications of the City.

5.3 The District shall file a reproducible copy of sewer line construction plans with the City's Director of Public Services showing the "as constructed" locations of all lateral and main sewer lines, manholes and other appurtenances within thirty (30) days after acceptance of said sewer lines or facilities by the District.

5.4 The District shall file annually with the City's Director of Public Services a current map of its boundaries.

VI.

RULES AND REGULATIONS

6.1 All connections made to the sewer lines of the District, and use thereof, shall be made in full compliance with the rules and regulations and ordinances now in force or hereafter enacted by the City of Littleton controlling the use of, the discharge of wastes into, and connections of private sewers with the main or lateral sanitary sewer lines of the City; and said sewer connections and the use of said lines shall be in full compliance with rules and regulations of the District, the State Board of Public Health and the applicable codes and ordinances of the City of Littleton, which rules and regulations will be equally enforced by the City and District.

6.2 The rules, regulations and standards of construction of the District shall be at least as stringent as those of the City.

VII.

LINE SIZE

7.1 The sizes of sewer lines and mains to be installed by the District shall be as required by the District. If the City requires the District, or any customer of the District extending a sewer line in the District, to install the line of greater capacity than is reasonably necessary to serve the District, the City shall bear such portion of the additional cost of said larger sewer line. The opinion of the City's Director of Public Services, based on accepted engineering practice and usage in the industry, as to line size required, shall be final and binding on both parties.

VIII.

REQUIREMENT TO CONNECT

8.1 The City may require the District, for health and sanitary purposes, upon twenty (20) days' written notice directed to the District, to exercise its statutory authority (C.R.S. 1973, as amended, 32-1-1006) to compel the owners of inhabited property within said District to connect their property with the sewer system of the District, and upon a failure so to connect within twenty (20) days after written notice by

the District so to do, the District may cause such connection to be made; provided, however, such owners shall not be compelled to install more than four hundred (400) feet of sewer pipe to the owner's dwelling place.

IX.

EASEMENTS

9.1 The City of Littleton agrees to grant and convey, without charge, such necessary and City-approved rights-of-way and easements through, over and across any streets, roads or alleys or other property owned or controlled by the City, for the use of the District, in installing, connecting and laying sanitary sewer facilities within the described service area of the District, with the right of ingress, egress, and regress for the purpose of installing, repairing, enlarging and replacing the said facilities upon such terms and conditions (other than charges for said rights) as the City shall deem necessary; provided, however, that the said District shall so locate its sewer and lateral transmission lines in a location approved by the City's Director of Public Services and pursuant to his approval. In the event it is necessary for the District to make cuts into existing streets, the District agrees to comply with the ordinances and regulations of the City of Littleton as then existing controlling such street cuts, pavement replacement and similar activities. The City shall provide to the District documentation for said easements as necessary.

X.

TAP CHARGES

10.1 For the right and privilege of connecting a sewer service line to the lines or the mains of the District which ultimately transmit to the City of Littleton, and before said connection shall be made, a permit shall be obtained from the City. If Option I, specified in Section 11.2 herein, has been selected, the owner of the property desiring to connect said property shall obtain the permit. If Option 2, specified in Section 11.3 herein, has been selected, the District shall obtain the aforesaid permit for the owner. No permit shall be issued by the City in absence of either an appropriately executed permit for said connection from the District and a

building permit issued by the appropriate local government having jurisdiction over construction on the property requesting connection. The applicant shall pay to the City the sewage connection charge (tap fee) therefor as fixed by ordinance of the City of Littleton, or any amendment or change therein as may be hereafter enacted and which is applicable to all other similar sewer connections outside of the City limits of the City of Littleton.

This Agreement is being executed after extended negotiations by the City and the District. Said negotiations recognize the investment of the City and the District in regard to capital contribution and the regional concept of the sewage treatment facility. It is the agreement of the parties that a minimal differential of tap fees or service charges within the City with those of users outside of the City is the ultimate objective of the parties.

10.2 Passage of time may require an adjustment in the sewer tap fees to be charged by the City.

XI.

SERVICE CHARGE

11.1 The City shall charge and receive a periodic fee for sanitary sewer services furnished to the District or its users. Said charge or fee shall be as adjusted, amended or changed, by City ordinance, from time to time as necessary. The method if effectuating the charge and payment of said fee shall generally be according to one of the options as specified in paragraphs 11.2 or 11.3, herein, as requested by the District and agreed to by the City, said option to be selected at the time of execution of this agreement and appropriately noted as hereafter provided on the signature page. The City shall have the power to enforce collection of unpaid sanitary sewer charges of any of the users connected to the District's lines as the City may so determine.

11.2 Option I. The City shall bill all District users directly and all such users shall pay said charges directly to the City.

11.3 Option II. The District will pay, within thirty (30) days of Billing by the City, for all sanitary sewer services furnished to the District's users by the City at current charges, less 2½% thereof, which may be retained by the District for reimbursement of the cost of collection. The City shall have no direct responsibility for collection of bills from the sewer service users in the District service area. The District shall have the right to charge its various users an additional service charge as it shall determine.

11.4 In the event Option I, as defined under paragraph 11.2 hereof, is employed for the collection of sewer service charges, failure of the users located within the District service area to pay to the City the sewer service charges shall in no way be considered a default by the District of this contract; however, the District shall exert its best efforts to bring about payment of such charges, and in the event the District does not cooperate, this may be considered a default in the terms of this contract.

11.5 In the event Option II, as defined under paragraph 11.3 hereof, is selected for the collection of sewer service charges, failure of the District to pay the City sewer service charges incurred by the District due to the provision of sewer service charges to users located within the District sewer service area, shall be considered a default by the District of this contract.

11.6 Notwithstanding any provision of this article to the contrary, the passage of time, funding requirements or changed conditions may mandate that a different method of the charging and collection of sewer service charges be utilized. In such cases, the City shall seek the input of the District as to any concerns, suggestions or desires it may have as to proposed

changes in methods of charging and collection of sewer service charges, prior to any such change being effectuated. Any such change, after the date upon which this agreement becomes effective, may be accomplished either by City ordinance or by mutual agreement of the City and the District. Such change, which by way of example and not of limitation, may involve the application of a method of metering the total sewer service requirement of the District and shall be done only in a manner which will provide that ample and adequate time be allowed for both the City and the District to accomplish said change and related changes in billing and administrative procedure and policies as necessary. In any case, if the District has selected payment Option 2, as specified in Section 11.3 above, there shall be no change in the method of billing and payment, although the amounts so billed and paid may change.

11.7 While the passage of time may require adjustments in the sewer service charges or fees of the City to the District, or of the City to the users within the District,any such adjustments for sewer service charges by the City shall be applied uniformly to all districts being served by the City.

11.8 It is agreed that should the City annex any lands within the District, that sewer service charges imposed by the City for said annexed lands shall be at the same rate as would be charged all other City residents, provided, however, that the District shall not be prohibited from surcharging such lands for expenses such as administration, line maintenance and debt service, etc., associated with District lines which may continue to be used for the purpose of sewage transmission from such annexed lands, as may be allowed by law.

XII.

SERVICE AREA

12.1 The District's sewer service area shall encompass the real property described in Exhibit "A", which is attached hereto and incorporated herein by this reference.

12.2 The District proposes the service area as described in Exhibit "A", in order to provide for proper growth and development. All of the District's sewer outfalls which have

been and which are now being constructed within the area are designed to provide "drainage basin capabilities".

12.3 For planning purposes only, the above-described sewer service area shall not exceed 29,750 single family, or equivalent, sanitary sewer taps when fully developed. The District estimates new sewer tap requirements through the year 1999 at the approximate rate of 800 additional sanitary sewer, or equivalent sewer taps, per calendar year. It is agreed that the District shall not be required to actually acquire all of the taps so estimated.

12.4 The District's service area may from time to time be reduced by exclusion of land now within the District, or enlarged by inclusion of additional properties. The City shall not be required to provide sanitary sewer services for any such additional properties unless the inclusion of such properties in the District has been approved by City Council; and after due consideration to the requirements of Section 110 of the Littleton City Charter. Exclusion of properties from the District for which the City provides sanitary sewer services shall not be permitted, except if agreed to in writing signed by the President of City Council.

12.5 During the term of this agreement, neither the District nor any properties within the District shall be provided with sewage treatment services by any sewage treatment facility other than that facility owned and operated by the Cities of Littleton and Englewood, unless the provision of such services has been agreed to in advance and in writing by the City or the City is unable to serve the District.

XIII.

POLICING OF LINES AND TAPS

13.1 The District agrees to police any and all of its sanitary sewer collection facilities in order to detect and prevent any unauthorized connections thereto. Further, the District agrees upon detection, to cause to be disconnected any unauthorized sewer taps, the owners of which upon demand refuse to fulfill the requirements for an unauthorized tap.

13.2 The City may, if it so desires, at its own expense,

police and inspect the District's sanitary sewer facilities, and if it so discovers any unauthorized sanitary sewer taps located within the District, the District agrees, upon proper notification from the City, to forthwith effect a disconnection of said unauthorized tap or taps if the owners of which, upon demand, refuse to fulfill the requirements for an unauthorized tap. If it is determined that there are unauthorized sanitary sewer taps located within the District, then twice the applicable tap fee existing at the time of the discovery of any such taps shall be paid as liquidated damages. Further, all past uncollected service charges at the current rate shall also be paid.

13.3. In the event an unauthorized tap is discovered by either the District or the City, the City and the District shall cooperate and take all actions necessary to collect all tap fees, service charges and penalties set forth herein. In the event the making of the unauthorized tap or the failure to discover the same is as a result of the District's negligence, the District shall pay to the City all tap fees, service charges, and penalties as specified herein, and it shall then be incumbent on the District to achieve repaying of said amount from its user as it shall deem appropriate.

XIV.

CONTINUAL SERVICE

14.1. Subject to the requirements of Section 110 of the Littleton City Charter and Article IV above, the City agrees to use every reasonable means to furnish a continual sanitary sewer service to the District.

XV.

CONTRACT NOT ASSIGNABLE

15.1. The District shall have no right to assign this contract or any of its rights under the same unless the City shall have assented to such assignment with the same formality as employed in the execution of this contract, which assent by the City shall not be unreasonably withheld.

15.2. The City shall have the right to assign its rights and obligations under this contract to a Regional Service Authority or other similar entity.

XVI.

TERM

16.1 The parties hereto agree that this contract will continue until terminated by a mutual agreement cf the parties hereto. The parties recognize that the City is continually involved in studying its plant and intends to make and will in the future be making additional sizeable capital improvements at its expense. Bonds are currently outstanding, and it is anticipated that the new bonds may be issued by the City to finance improvements to and expansion of the sewer treatment facility, and it is, therefore, specifically and clearly understood between the parties that this contract shall be irrevocable during the time that the original bonds are outstanding.

XVII.

MODIFICATION

17.1 The benefits and obligations created by this contract may not be modified by an agreement, unless the same be in writing and executed with the same formality as this contract; provided, however, that in the event a sewer service contract is hereafter entered into between the City and another quasi-municipal sanitation district or water and sanitation district on any terms or conditions more favorable to such sanitation district or water and sanitation district than those set forth in this Agreement, it shall be the duty of the City to offer such more favorable terms and conditions to the District.

XVIII.

CAPITAL IMPROVEMENTS

18.1 That in the event capital improvements and modifications of the District's sewer facilities are required and which modified facilities provide, or will provide, sewer services to the City, the District agrees, except in emergency situations, to advise the City six (6) months in advance of proposed capital improvements in order that the City may become a party to such plans and modification program. It is the purpose of the foregoing to accommodate financial planning and the budget process.

18.2 That at some time in the future, should the Colorado Department of Public Health, or the state of the art of sani-

tary sewage treatment require the chlorination of sewage in outfall sewer collection mains, the District agrees after six (6) months' notice of these requirements, to work with the City in developing such chlorination facilities in order to meet State Health Standards.

XIX.

NOTICES

19.1 Any and all notices contemplated or required by the contract shall be directed to the parties thereto as follows:

City of Littleton
City Manager, Littleton Center
2255 West Berry
Littleton, Colorado 80165

District:

Southwest Metropolitan Water and
Sanitation District
7677 West Ken Caryl Road
Littleton, Colorado 80123

19.2 Changes in the above designation of address shall become effective upon notification by party changing address to the other party directed via certified mail, postage prepaid, to the address above indicated. Thereafter, the address for notification shall be as set forth in the notice of changes.

XX.

EXISTING SANITARY SEWER SERVICE AGREEMENTS

20.1 Upon execution of this Agreement, the contract dated April 12, 1979 shall be terminated and superseded.

20.2 There also exists another sewer service agreement(s) between the City and the District as follows:

City of Littleton - Southwest Metropolitan Water and Sanitation District Sewer Connection Agreement dated August 15, 1969.

20.3 The effect of this Agreement on those previous agreements listed in paragraph 20.2 is as follows:
The above contract has been previously ratified, confirmed and approved by the City of Littleton; and, accordingly, this Agreement should have no effect on said contract other than continued service pursuant to said agreement in conformity with the terms and conditions hereof.

20.4. There exists an agreement(s) between the District and another district(s) which utilizes the City's sewage treatment facilities as follows:

(See Exhibit "A" attached hereto and made a part hereof.)

20.5. The effect of this Agreement, if any, to those agreements listed in paragraph 20.4 is as follows:
All of the above listed contracts have been previously ratified, confirmed and approved by the City of Littleton; and, accordingly, this Agreement should have no effect on said contracts other than continued service pursuant to said agreements in conformity with the terms and conditions hereof.

IN WITNESS WHEREOF, the parties to this Agreement have caused their corporate names to be hereunto subscribed by their proper corporate officers and their corporate seals hereunto affixed on the day and year first above written, for the uses and purposes as hereinabove set forth.

ATTEST:

Sandra Lee May
City Clerk (Acting)

(S E A L)

CITY OF LITTLETON, COLORADO

By: James D. Collins
President of City Council

APPROVED AS TO FORM:

Larry W. Berbowitz
City Attorney

ATTEST:

ANTHONY M. DURSEY,
Secretary

SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT

By: Ira L. Hardin
IRA L. HARDIN, President

ARTICLE XI - SEWER SERVICE CHARGE OPTION SELECTED:

OPTION 1

EXHIBIT "A"

(Attached to and made a part of Sewer Service Agreement between the City of Littleton and the Southwest Metropolitan Water and Sanitation District dated the 15th day of August, 1983.)

20.4.

1. Columbine Water and Sanitation District - Southwest Metropolitan Sewer Service Agreement of September 5, 1973.

2. Grant Water and Sanitation District - Southwest Metropolitan Sewer Agreement of August 14, 1962.

3. Ken Caryl Ranch Water and Sanitation District - Southwest Metropolitan Sewer Service Agreement of December 19, 1973.

4. Meadowbrook-Fairview Metropolitan District - Southwest Metropolitan Agreement of _____, 1976.

5. Meadowbrook-Fairview Metropolitan District - Southwest Metropolitan Agreement of July 15, 1981.

6. Meadowbrook-Fairview Metropolitan District - Southwest Metropolitan Agreement of September 25, 1981.

7. Platte Canyon - Southwest Metropolitan Sewer Agreement of April 10, 1962.

8. Acknowledgment of Consent to Platte Canyon from Southwest Metropolitan dated April 23, 1981.

LITTLETON/ENGLEWOOD
WASTEWATER TREATMENT PLANT
INDUSTRIAL PRETREATMENT DIVISION

MEMORANDUM

TO:	Cathy Burrage, Executive Assistant
FROM:	Jon Bridges, WWTP Industrial Pretreatment Administrator
DATE	March 6, 2017
SUBJECT:	WASTEWATER CONNECTOR'S AGREEMENT ADDENDUMS

The Wastewater Connector's Agreement Addendum was developed to establish delegation for implementation of the Pretreatment Regulations in each sanitation district discharging to the L/E WWTP (in both Englewood and Littleton). The requirement for this delegation came from EPA following an audit of the L/E WWTP Industrial Pretreatment Program in February 2014. One of the outcomes of the audit was the following, along with its associated corrective action:

> *Audit Finding #1: "The Littleton Englewood Wastewater Treatment Plant does not have the legal framework to fully implement the Pretreatment Regulations in the 19 outside contributing jurisdictions in its service area because the intergovernmental agreements do not provide adequate delegation of the Pretreatment program implementation to the cities of Littleton and Englewood."*
>
> *Corrective Action Item*
>
> *"Update the intergovernmental agreements established between the cities of Littleton and Englewood and their respective contracted outside contributing jurisdictions to establish delegation for implementation of the Pretreatment Regulations."*

In order to comply with EPA's requirement, the Industrial Pretreatment Division proposed to EPA, and the Cities of Littleton and Englewood, to develop an Industrial Pretreatment-specific addendum to the wastewater connector's agreements currently in place between individual sanitation districts and the Cities. In this manner, EPA's requirement to "establish delegation for implementation of the Pretreatment Regulations" would be accomplished without re-opening the existing agreements and the addendum could then be a standard agreement for all districts.

COUNCIL COMMUNICATION

TO:	Mayor and Council
FROM:	Tom Brennan
DEPARTMENT:	Utilities
DATE:	April 3, 2017
SUBJECT:	Cherry Hills Village Sanitation District Addendum to Wastewater Connector's Agreement

DESCRIPTION:
Cherry Hills Village Sanitation District Addendum to Wastewater Connector's Agreement

RECOMMENDATION:
Staff recommends Council adopt a Bill for Ordinance approving the Cherry Hills Village Addendum to Wastewater Connector's Agreement.

PREVIOUS COUNCIL ACTION:
City Council approved the standard Sanitary Sewer Connector's Agreement in January 1988.

SUMMARY:
An EPA audit deemed that an Addendum to the Wastewater Connector's Agreement was necessary to provide adequate delegation of the Pretreatment Program implementation to the cities of Littleton and Englewood. Sanitary sewer service is provided to districts outside of the Englewood corporate boundaries through the standard Connector's Agreement with the district owning and maintaining their sewer mains. The Littleton/Englewood Wastewater Treatment Plant is able to receive and treat sewage transmitted by these various districts.

The Cherry Hills Village Sanitation District will continue to own the mains and will be responsible for capital improvements in its system. The attached map shows the Cherry Hills Village Sanitation District. The Englewood Water and Sewer Board approved the Addendum at their March 14, 2017 meeting.

ANALYSIS:
The City Attorney's office has reviewed and approved the Addendum to Wastewater Connector's Agreement for the Cherry Hills Village Sanitation District.

FINANCIAL IMPLICATIONS:
None.

ATTACHMENTS:

Cherry Hills Village Sanitation District Addendum - 2017
Connector Addendums Memo to W & S Board 2017

LITTLETON/ENGLEWOOD
WASTEWATER TREATMENT PLANT
INDUSTRIAL PRETREATMENT DIVISION

MEMORANDUM

TO:	Mark Relph, Littleton Interim City Manager/Public Works Director
FROM:	Jon Bridges, WWTP Industrial Pretreatment Administrator
DATE	March 16, 2017
SUBJECT:	SEWER SERVICE AGREEMENT ADDENDUMS

The Sewer Service Agreement Addendum was developed to establish delegation for implementation of the Pretreatment Regulations in each sanitation district discharging to the L/E WWTP (in both Littleton and Englewood). The requirement for this delegation came from EPA following an audit of the L/E WWTP Industrial Pretreatment Program in February 2014. One of the outcomes of the audit was the following, along with its associated corrective action:

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Staff Communication

7(a)

File #: Resolution 08-2017, **Version:** 1

Agenda Date: 4/4/2017

Subject:
Resolution approving a Memorandum of Understanding (MOU) between the City of Littleton and Littleton/Englewood Wastewater Treatment Plant defining sanitary sewer interceptor ownership

Presented By: Mark Relph, Public Works and Utilities Director

POLICY QUESTION:
Does city council support defining the ownership and maintenance of the sanitary sewer interceptor pipe, upstream from the Littleton/Englewood Wastewater Treatment Plant (LEWWTP), as being the City of Littleton's property and responsibility?

BACKGROUND:
When the interceptor was built in the 1970's, a section of this pipe from the siphon under Little Dry Creek to the LEWWTP was never formally owned or expressly defined as maintained by any entity. This pipe is now in need of repair. A small section of this 66" interceptor pipe just north of the City of Littleton's siphon (see fig. 1) collapsed in January, 2016 and emergency repair was completed by the City of Littleton.

Staff prepared the design and construction plans for the permanent repair north of the city's siphon to a designated manhole just inside the LEWWTP per the proposed MOU. Ownership and maintenance responsibility for this pipe should be formalized. The construction contract for the repair has been prepared and is pending approval of the MOU before the contractor is given a formal "Notice to Proceed." At that point the contract is executed and the city incurs the cost of repairs.

Fig. 1

STAFF ANALYSIS:
City and LEWWTP staff researched the ownership and maintenance of this section of the interceptor and found very limited documentation. Staff did find a series of construction drawings from 1976 that indicate the City of Littleton owns the interceptor from the siphon to at least the north side of the Dartmouth Avenue right-of-way; however, these are just reference notes and not the type of formal declaration staff had hoped to find.

The city has ownership of the interceptor upstream (south) of this section, including the siphon. Once inside the plant, all of the interceptors, including this section, are the ownership of the LEWWTP. The City of Englewood owns a separate sanitary sewer interceptor that conveys flows to the plant. The separate interceptors do not combine until downstream of this section and within the LEWWTP.

OPTIONS/ALTERNATIVES:
The most likely owners of the interceptor are the City of Littleton, the City of Englewood, or both through the LEWWTP. Following are alternatives to this ownership question:

1. Option 1- Do Nothing: The city allows the interceptor to remain with an unclaimed ownership. The interceptor is in need of repair as evidenced by the January 2016 partial collapse. In the event of another collapse the two cities would have to dispute the ownership and responsibilities while emergency repairs are made.
2. Option 2- City of Littleton ownership: The City of Littleton accepts ownership of this section of the interceptor and all responsibilities for immediate repairs and future maintenance.
3. Option 3- Joint ownership through the LEWWTP.

Following is a brief opinion of each option:

1. Option 1- Do Nothing: It is likely that the City of Littleton would ultimately have ownership of this line. Any cost associated with an emergency repair would likely be higher. In addition, this section of interceptor crosses Dartmouth Avenue. A collapse of this street section would only complicate the repair and raise the liability.
2. Option 2- City of Littleton Ownership: With the City of Littleton owning the upstream pipes and a part

of the joint ownership of the downstream interceptor, it appears that the ownership would belong with the City of Littleton. The City of Englewood's interceptors do not contribute flow into the interceptor pipes in question. Englewood owns separate lines that convey wastewater flows to the plant.

3. Option 3- Joint ownership through the LEWWTP. With the plant immediately adjacent, it is possible that the joint entity could take ownership of the interceptor. The city of Englewood would have to accept a portion of the cost. For the reasons stated in Option 2 it is unlikely that the City of Englewood would accept any portion of this interceptor.

FISCAL IMPACTS:
This section of pipe will require rehabilitation soon and regular maintenance in the future. This rehabilitation will cost approximately $495,000. Funds for this specific repair have been appropriated in the 2017 Sewer Fund.

STAFF RECOMMENDATION:
Staff recommends the city proceed with Option 2 and execute the proposed MOU.

PROPOSED MOTION:
I move to approve the resolution approving a Memorandum of Understanding between the City of Littleton and the Littleton/Englewood Wastewater Treatment Plant defining interceptor ownership and clarifying the maintenance responsibilities of the 66" interceptor pipe.

CITY OF LITTLETON, COLORADO

RESOLUTION NO. 8

Series, 2017

INTRODUCED BY COUNCILMEMBERS:

AN RESOLUTION OF THE CITY OF LITTLETON, COLORADO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LITTLETON AND THE LITTLETON/ENGLEWOOD BI-CITY WASTEWATER TREATMENT PLANT CLARIFYING THE OWNERSHIP AND MAINTENANCE RESPONSIBILITIES OF THE LITTLETON 66" INTERCEPTOR PIPELINE

WHEREAS, the Council may, by resolution, recognize the signing of Memorandum of Understanding (MOU) between the City and other government entities; and

WHEREAS, the City and the Littleton Englewood Wastewater Treatment Plant ("L/E WWTP") (collectively "the Parties") have entered into an MOU clarifying the ownership and maintenance responsibilities of a certain portion of the Littleton 66" pipeline ; and

WHEREAS, this MOU only clarifies ownership between the Parties and does not constitute a transfer of ownership.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, THAT:

Section 1: The Memorandum of Understanding between the City and the Littleton Englewood Wastewater Treatment Plant is hereby recognized and affirmed.

Section 2: Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases may be declared invalid.

Section 3: Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the ___ day of _____, 2017, passed on first reading by a vote of ___ FOR and ___ AGAINST; and ordered published by posting at Littleton Center, Bemis

Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the __ day of _____, 2017, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____FOR and _____ AGAINST on the ____ day of _____, 2017 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

_____
Wendy Heffner
CITY CLERK

_____
Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

_____
Kenneth S. Fellman
ACTING CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE CITY OF LITTLETON
AND
LITTLETON/ENGLEWOOD BI-CITY WASTEWATER TREATMENT PLANT

This document further defines the ownership rights and maintenance obligations of the City of Littleton ("Littleton" or "the City") and the Littleton Englewood Wastewater Treatment Plant ("L/E WWTP") (Collectively "the Parties") with regards to the "Littleton 66"" interceptor pipeline. This MOU is effective in perpetuity from April ___, 2017 unless rescinded by mutual agreement of the parties.

1. The L/E WWTP is operated by the City of Englewood pursuant to the "Agreement Between the Cities of Littleton and Englewood, Colorado for Joint-Use Waste Water Treatment Facilities." The original agreement was dated July 2, 1973. A subsequent amended agreement was dated December 6, 1982.

2. The ownership of the real estate and improvements on the L/E WWTP site are owned as a tenancy in common between the Cities (Contract Section 2.3).

3. The City of Littleton operates an interceptor sewer to transport wastewater from its service area to the L/E WWTP which was constructed as a 66" line from Littleton to the L/E WWTP (Contract Sections 1.7 and 7.5).

4. The point at which the Littleton interceptor changes from ownership by the City to ownership by the L/E WWTP is not clear from existing documentation. Neither the contracts nor the accompanying plats provide a specific location where the ownership transfer occurs and it is necessary to further define that location.

5. As designated on Exhibit A to this MOU, the ownership of the 66” interceptor, including responsibility for maintenance, repair, and replacement, will be vested in the City of Littleton from the siphon outlet structure designated as 1 to the first manhole structure on L/E WWTP property, as follows:

Littleton Interceptor: Ownership of the 66” interceptor by the City of Littleton is hereby confirmed from the siphon outlet structure designated as 1to the L/E WWTP at the entrance to MH L-1.

The L/E WWTP will be responsible for the maintenance, repair and replacement of the interceptor and all manholes within the Plant property, except as noted above. A plat map of the Plant property is attached as Exhibit A with the MH L-1 manhole indicated where the agreed upon physical location for the separation of ownership and responsibility occurs.

For the City of Littleton

Mark Relph
Acting City Manager of the City of Littleton

Date: _____

Signature: _____

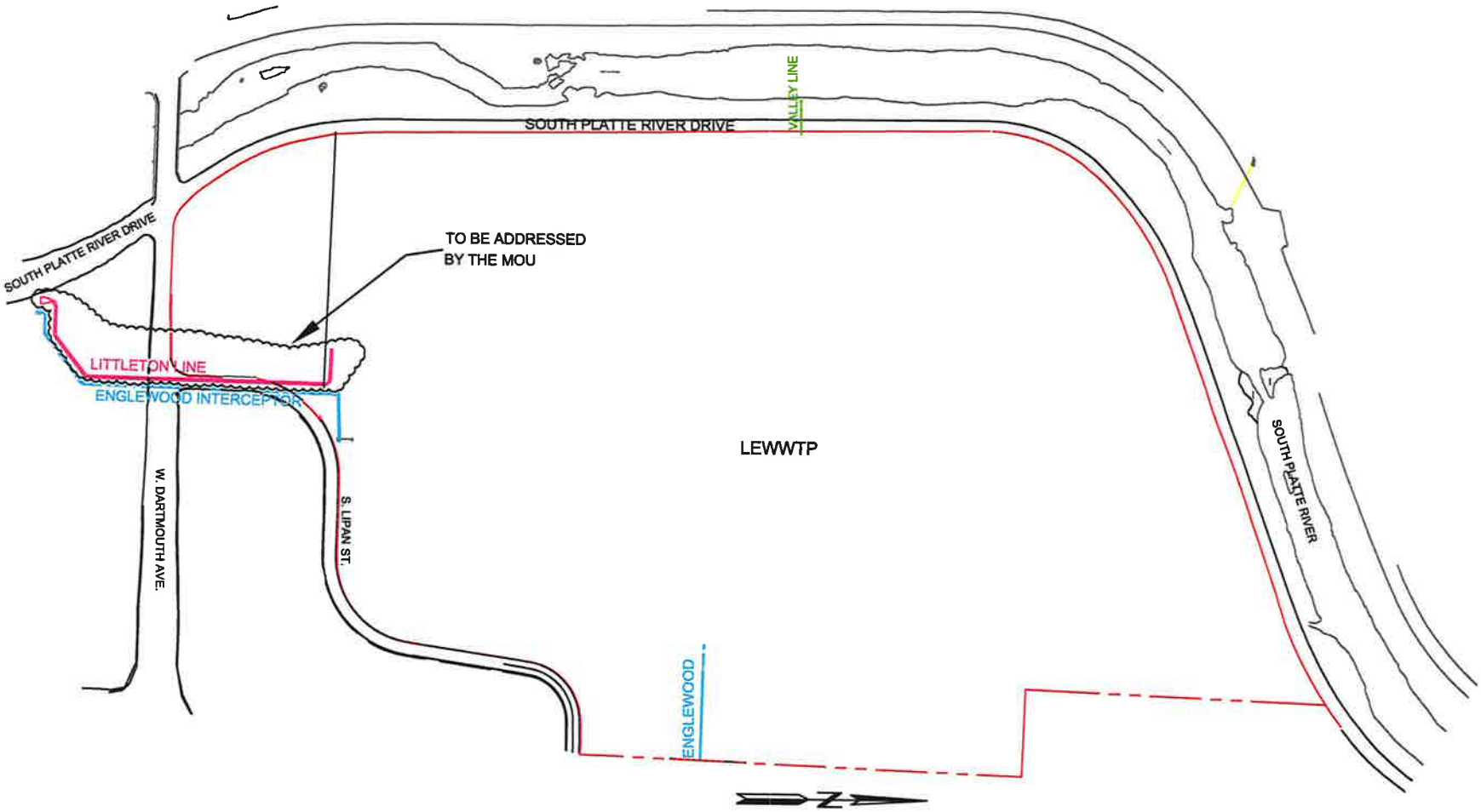
For Supervisory Committee of the Littleton Englewood Wastewater Treatment Plant

Eric Keck
Representative of the Supervisory Committee of the L/E WWTP

Date: _____

Signature: _____

EXHIBIT A


SOUTH PLATTE RIVER DRIVE
VALLEY LINE
SOUTH PLATTE RIVER DRIVE
TO BE ADDRESSED
BY THE MOU
LITTLETON LINE
ENGLEWOOD INTERCEPTOR
LEWWTP
W. DARTMOUTH AVE.
S. LIPAN ST.
SOUTH PLATTE RIVER
ENGLEWOOD
N