



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, May 16, 2017

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

5. Consent Agenda Items

- a) [ID# 17-150](#) A Lease Agreement for Romancing the Bean to operate a concession at the historic Denver & Rio Grande Depot

Attachments: [Revised 6 mo lease - ROMANCING THE BEAN](#)
[2011 ROMANCING THE BEAN \(1\)](#)

- b) [ID# 17-140](#) Approval of the May 2, 2017 regular meeting minutes

Attachments: [05-02-2017 CC Minutes](#)

6. Ordinances on First Reading

- a) [Ordinance 12-2017](#) An ordinance on first reading to approve access to the Colorado Quarterly Census of Employment Wages database

Attachments: [Ordinance No. 12-2017](#)
[Exhibit A](#)

7. Ordinances on Second Reading and Public Hearing

- a) [Ordinance 13-2017](#) An ordinance on second reading to amend Title 11, Subdivision Regulations

Attachments: [Ordinance No. 13-2017](#)
[Title 11 - Chapter 9](#)
[Title 11](#)

- b) [Ordinance 05-2017](#) An ordinance on second 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](#)

- c) [Ordinance 07-2017](#) An ordinance on second 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 and](#)
[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 Wa](#)
[Memo 3-6-2017 RE Sewer Service Wastewater Connector's Agreement Addenc](#)
[Memo 3-16-2017 RE Sewer Service Agreement Addendums](#)

- d) [Ordinance 09-2017](#) An ordinance on second reading, to amend the city's zoning code Title 10, with respect to commercial mobile radio service and to expand the city's regulations to include wireless communications facilities

Attachments:

[Ordinance No. 09-2017 redline version](#)
[Existing city code 10-4-11](#)
[HB 17-1193](#)

8. General Business

- a) [ID# 17-155](#) Motion to approve city manager contract

Attachments:

[Employment Agreement - Mark Relph](#)

9. Comments / Reports

- a) City Manager

b) Council Members

c) Mayor

10. 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 May 16, 2017

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	EMAIL ADDRESS	ITEM # / SUBJECT
1. KENT BAGLEY ✓	KUBAGLEY@AOL.COM	CITY MGR CONTRACT
2. Greg Reinke ✓	Reinkebrothers@msn.com	Signs
3. Sudee Poyd ✓	SudeeDouthumbralgallery.com	Signs
4. Don Burns ✓	grainierm@ymail.com	Thanks to Don for D
5. Kyle Schlichter ✓	kylschlichter@gmail.com	minutes
6. Carol-Boyz ✓		signs below
7. Pam Chelbun ✓		not in fear of power
8.		
9.		
10.		
11.		
12.		
13.		

MERCHANTS OPEN NOW
BETWEEN RIO GRAND & SANTA FE
AND
CHURCH STREET & BERRY STREET

142 Merchants in area open now.

3 on Hill Street
6 on Sycamore Street
25 on Prince Street
5 on Nevada Street
13 on Curtis Street
12 on Rapp Street
63 on Main Street
15 on Alamo Street

142 Total

16 Total Way Finding Signs

8 Merchants placard holder Signs (Holds up to 6 Merchants)
5 Way finding signs with map of area.
3 Way finding signs with Government Buildings and Town Hall

8 Signs with 6 Merchants placards (8 X 6 = 48)

48 Total Merchants on way finding signs.
94 Merchants are not on way finding signs.

Approximately 2/3 of Merchants are not on way finding signs



File #: ID# 17-150, **Version:** 1

Agenda Date: 05/16/2017

Subject:

A Lease Agreement for Romancing the Bean to operate a concession at the historic Denver & Rio Grande Depot

Presented By: Mark Relph, Acting City Manager

POLICY QUESTION:

Does city council support a lease agreement for a six month term for Romancing the Bean to continue leasing the historic Denver & Rio Grande Depot from the city?

BACKGROUND:

Romancing the Bean's lease, initially signed in 2011, expires on June 28, 2017.

STAFF ANALYSIS:

The current lease rate of \$400 per month equals \$1 per square foot. This is well below the market rate for a commercial property in Downtown Littleton. Additionally, the city is responsible for preventative maintenance and pays for all of the utilities used in the operation of this private business. Considering these factors, staff would like to further evaluate this lease prior to locking the city into a long-term lease.

Due to existing work load and staff vacancies, additional time is needed to complete this evaluation. As a result, staff recommends council approve a six-month lease to allow further time for this study and permit Romancing the Bean to operate through the remainder of 2017.

Terry McElhaney, owner of Romancing the Bean, is aware of this recommendation.

OPTIONS/ALTERNATIVES:

- 1) Do nothing: The lease expires.
- 2) Approve a six month lease: Romancing the Bean continues to operate and the city staff further evaluate the lease.
- 3) Approve a long- term lease for a longer term at the same or different rental rate locking the city into another long term commitment without a thorough evaluation of options for the city.

FISCAL IMPACTS:

The current lease rate has not been evaluated in at least seven years and the rate is well below the going market rate for space in Downtown Littleton or space located similarly along any of RTD's light rail lines.

STAFF RECOMMENDATION:

Approve a new six month lease, allowing Romancing the Bean to continue operations through 2017, during

which time city staff will conduct a throughout evaluation of options regarding the lease of the historic Denver & Rio Grande Depot.

PROPOSED MOTION:

I move to approve the lease agreement for a six-month term for Romancing the Bean to operate a concession at the historic Denver & Rio Grande Depot.

**AGREEMENT FOR ROMANCING THE BEAN TO OPERATE A CONCESSION AT
THE HISTORIC DENVER AND RIO GRANDE TRAIN DEPOT**

This Agreement, entered into _____ day of _____ 2017, by and between the City of Littleton, a municipal corporation of the State of Colorado, hereinafter called the "City", and Terry McElhaney and Jeannie Pershin of Romancing the Bean, hereinafter called "Concessionaire", witnessed:

WHEREAS, the City is owner of a historic Denver and Rio Grande Train Depot; located at 5790 South Prince Street and

WHEREAS, the building is being used as a station for a light rail commuter line;

WHEREAS, the Concessionaire is desirous in continuing leasing a portion of said building to operate a concession on such leased premises;

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions herein contained, the parties mutually agree:

1. The premises: 5790 South Prince Street, Littleton, Colorado 80120 is a City of Littleton historic landmark.
2. Term of Agreement. The term of this Agreement shall commence on June 29, 2017 and terminate December 31, 2017.
3. Rental. Concessionaire shall pay as rental feet for 400 sq. ft. of space:
 - (a) The basic monthly rental of \$400
4. Lease payments owed to the city from prior agreements are released without penalties under the following conditions.
 - (a) Specific improvements to the interior of the building will be completed by the lessees in consultation with the City Manager or his designee within 60 days of signing the lease (painting the walls, repairing the tiles floor behind the counter, and repairing the wood floor) or remit the full amount of past due lease payments as determined by the City of Littleton.
5. Lease payments shall be paid at the City's Finance Department in the following manner:
 - (a) All checks shall be made payable to the City of Littleton and any overdue rentals shall bear interest at the rate of one percent (1 %) per month.
 - (b) Failure to pay the rental when due shall constitute a breach of the agreement and shall be grounds for termination of the Agreement by the City.

6. Performance Security. Concessionaire shall deposit with the City's Finance Department, without interest, legal tender or a certified or cashier's check in an amount equal to two months' basic rental as security for the full and faithful performance of this Agreement by Concessionaire.

(a) These funds may be used by the City for the purpose of remedying any default in the performance of any of the terms of this Agreement.

7. Scope of Concession. Concessionaire shall provide food services and dry goods to the general public without discrimination as to race, color or creed. Sales may include, but are not limited to, coffee, tea, soft drinks, pastries, candies, shaved ice, light lunches, sandwiches, popcorn, peanuts, ice cream products and similar items.

(a) At no time shall concessionaire sell or give away any alcoholic beverages, or allow any alcoholic beverages to be consumed on the premises.

(b) Concessionaire shall not give permission for any person to live or sleep on the premises, nor shall they permit disorderly persons to remain upon or loiter within the premises.

(c) Concessionaire shall not use or permit the premises to be used for any other purpose, or for any unlawful, immoral or indecent activity. Concessionaire shall confine his activities to the area rented by him under the terms of this Agreement.

8. Alteration, Repairs or Improvements. Requests to make any alternations, repairs or improvements shall be in writing. Concessionaire shall not make any alterations, repairs, or improvements to the concession area without obtaining the prior written consent of the City Manager or his designee.

(a) Any such permitted alterations, repairs or improvements shall be made at the expense of the Concessionaire and shall become the property of the City.

(b) Concessionaire shall not post any signs attached to the building without obtaining the prior written consent of the City Manager or his designee.

9. Maintenance of Concession Area. Concessionaire shall be responsible for the reasonable and proper care of the Depot building and surrounding area (within ten 10 feet of the building proper).

(a) Concessionaire shall repair, or cause to be repaired, any damages to said property caused by its employees, agents, guests or patrons after approval of the repair in consultation with the City Manager or his designee.

(b) Concessionaire shall keep and maintain the concession areas in a clean and sanitary condition and shall comply with the rules and regulations of the Tri-County Health Department. Concessionaire shall provide adequate garbage and refuse containers.

(c) The City will be responsible for preventive maintenance and normal maintenance to the building as necessary:

- Seal, caulk and paint the exterior of the building
- Repair, seal and paint the historic signage related to the structure
- Maintain the H.V.A.C. system
- Repair and replace electrical service to the building

- Replace broken windows and maintain doors and security with locks and distribute keys

10. Utilities, Taxes and Other Charges. Concessionaire shall contract for and pay for all income taxes, employment taxes or sales taxes, or other charges incurred or assessed against the operation of the concession herein granted.

(a) However, the City shall provide all utilities without charge to Concessionaire, for the sole purpose of operating said concession.

11. Compliance with Laws. Concessionaire shall observe and comply with all laws, statutes, ordinances, rules and regulations of the United States, the State of Colorado, the County of Arapahoe, the City of Littleton, and the Regional Transportation District, or any department or agency of the above.

12. Equipment. Concessionaire shall furnish and install at his own expense any equipment, materials, furniture, supplies, etc., required by him for the proper operation of the concession. Concessionaire's equipment shall be placed and installed only upon the written approval of the City Manager or his designee.

13. Hours of Operation. Concessionaire may operate said concession from 6:00 a.m. and 6:00 p.m., seven days a week. The City may alter hours upon written approval of Concessionaire.

14. Destruction of Premises. If during the term of the Agreement the demised premises are destroyed or damaged by acts of God, war or other catastrophe, so that the same is unfit for occupancy or use, the rentals shall abate until such time that said premises shall have been duly repaired and restored by the City, whereupon the Lessee at his option may terminate this lease or continue there under pursuant to the terms and conditions of this Agreement. A prorated portion of any rental prepaid, prior to such destruction or damage as is contemplated by this paragraph, shall be refunded for the period Concessionaire was not allowed the use of the premises.

15. Subletting and Assignments. Concessionaire shall not sublet the whole or any part of the premises, nor assign, hypothecate, or mortgage the lease and concession agreement, or any or all of its rights hereunder without the prior written consent of the City Manager or his designee.

16. Indemnity. Concessionaire shall conduct his activities upon the premises so as not to endanger any person lawfully thereon; and shall indemnify, save and hold harmless the City and all of its officers, agents and employees from any and all claims for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of Concessionaire, his agents, officers, employees, guests, patrons, or any person or persons admitted to said premises while said premises are used by or under the control of Concessionaire.

17. Insurance. Concessionaire shall purchase and maintain the following insurance during the term of the Agreement:

(a) Public liability insurance in an amount not less than \$150,000 for injury to one person in one accident and \$600,000 for injury to more than one person in one accident.

(b) Property damage insurance in an amount not less than \$600,000 as evidenced by a Certificate of Insurance.

(c) Fire insurance in an amount equal to the replacement value of the concession building and the improvements thereon, as approved by the City.

(d) All insurance required herein shall be secured from an insurance company or companies, which shall have been approved by the City, and shall name the City as an additional assured thereon as evidenced by a Certificate of Insurance

(e) All insurance premiums shall be the obligation of, and shall be paid by, the Concessionaire. All insurance policies and evidence of the initial payments made there under shall be delivered to the City Manager or his designee at the signing of this Agreement, and shall be held by the City for the term of this Agreement.

(f) During the term of this Agreement, Concessionaire shall also deposit with the City all evidence of additional premium payments made under said policies. Each insurance policy shall contain a clause whereby the insurance company shall agree to give written notice to the City Manager thirty (30) days prior to any cancellation, modification, amendment, alteration or reduction of coverage amount of said policy.

18. Breach of Contract. In the event of any breach of any of the terms or provisions of this Agreement, the City shall have, in addition to any other recourse, the right to terminate this Agreement, to enter and obtain possession of the entire premises, to remove and exclude any and all persons from the premises, and to remove and exclude all property of Concessionaire there from, all without service of notice or resort to legal process and without any legal liability on its part.

19. Inspection by the City. The City and a representative of the City's Property and Liability insurance carrier shall have the right to make inspections at any reasonable time to insure compliance with the agreement and compliance with the insurance carriers' loss prevention standard

20. Surrender of Premises upon Termination. Upon the termination of this Agreement, Concessionaire shall peaceably surrender and deliver up possession to the City of the demised premises, including all improvements or additions on them, in good order and condition, reasonable wear and tear excepted. At the termination of this lease for any reason, the concessionaire would have the right to remove all fixtures, furniture, signs, equipment and other property pertaining to the direct operations of the concession which are not permanently (i.e. using bolts, screws or otherwise physically connected) attached to the building structure (i.e. including but not limited to sinks, cabinetry, table, etc.)

Executed this ____ day of _____, 2017 CITY OF LITTLETON

**AGREEMENT FOR ROMANCING THE BEAN TO OPERATE A CONCESSION AT
THE HISTORIC DENVER AND RIO GRANDE TRAIN DEPOT**

This Agreement, entered into 21 day of June 2011, by and between the City of Littleton, a municipal corporation of the State of Colorado, hereinafter called the "City", and Terry McElhaney and Jeannie Pershin of Romancing the Bean, hereinafter called "Concessionaire", witnessed:

WHEREAS, the City is owner of a historic Denver and Rio Grande Train Depot; located at 5790 South Prince Street and

WHEREAS, the building is being used as a station for a light rail commuter line;

WHEREAS, the Concessionaire is desirous in continuing leasing a portion of said building to operate a concession on such leased premises;

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions herein contained, the parties mutually agree:

1. The premises: 5790 South Prince Street, Littleton, Colorado 80120 is a City of Littleton historic landmark.

2. Term of Agreement. The term of this Agreement shall be for a period of one (1) year, commencing on June 28 2011, and terminating on June 28, 2012, unless sooner terminated as hereinafter provided. Concessionaire shall have the exclusive right to renew for five (5) successive one (1) year terms. Renewal shall be automatic and at the same rate, unless concessionaire gives written notice to the City within sixty (60) days prior to the end of the then current term that it does not intend to renew.

3. Rental. Concessionaire shall pay as rental feet for 400 ft. of space:

(a) The basic monthly rental of \$400

4. Lease payments owed to the city from prior agreements are released without penalties under the following conditions.

(a) Specific improvements to the interior of the building will be completed by the lessees in consultation with the City of Littleton Building Maintenance Division supervisor within 60 days of signing the lease (painting the walls, repairing the tiles floor behind the counter, and repairing the wood floor) or remit the full amount of past due lease payments as determined by the City of Littleton

5. Lease payments shall be paid at the office of the City's Director of Finance in the following manner:

(a) All checks shall be made payable to the City of Littleton and any overdue rentals shall bear interest at the rate of one percent (1 %) per month.

(b) Failure to pay the rental when due shall constitute a breach of the agreement and shall be grounds for termination of the Agreement by the City.

6. Performance Security. Concessionaire shall deposit with the Director of Finance, without interest, legal tender or a certified or cashier's check in an amount equal to two months' basic rental as security for the full and faithful performance of this Agreement by Concessionaire.

(a) These funds may be used by the City for the purpose of remedying any default in the performance of any of the terms of this Agreement.

7. Scope of Concession. Concessionaire shall provide food services and dry goods to the general public without discrimination as to race, color or creed. Sales may include, but are not limited to, coffee, tea, soft drinks, pastries, candies, shaved ice, light lunches, sandwiches, popcorn, peanuts, ice cream products and similar items.

(a) At no time shall concessionaire sell or give away any alcoholic beverages, or allow any alcoholic beverages to be consumed on the premises.

(b) Concessionaire shall not give permission for any person to live or sleep on the premises, nor shall they permit disorderly persons to remain upon or loiter within the premises.

(c) Concessionaire shall not use or permit the premises to be used for any other purpose, or for any unlawful, immoral or indecent activity. Concessionaire shall confine his activities to the area rented by him under the terms of this Agreement.

8. Alteration, Repairs or Improvements. Requests to make any alternations, repairs or improvements shall be in writing. Concessionaire shall not make any alterations, repairs, or improvements to the concession area without obtaining the prior written consent of the building maintenance supervisor and the Community Development Department staff responsible for historic preservation.

(a) Any such permitted alterations, repairs or improvements shall be made at the expense of the Concessionaire and shall become the property of the City.

(b) Concessionaire shall not post any signs attached to the building without obtaining the prior written consent of the Community Development Director.

9. Maintenance of Concession Area. Concessionaire shall be responsible for the reasonable and proper care of the Depot building and surrounding area (within ten 10 feet of the building proper).

(a) Concessionaire shall repair, or cause to be repaired, any damages to said property caused by its employees, agents, guests or patrons after approval of the repair in consultation with Building Maintenance Division supervisor and the Community Development Department staff responsible for historic preservation.

(b) Concessionaire shall keep and maintain the concession areas in a clean and sanitary condition and shall comply with the rules and regulations of the Tri-County Health Department. Concessionaire shall provide adequate garbage and refuse containers.

(c) The City of Littleton Building Maintenance Division will be responsible for preventive maintenance and normal maintenance to the building as necessary

- Seal, caulk and paint the exterior of the building
- Repair, seal and paint the historic signage related to the structure
- Maintain the H.V.A.C. system
- Repair and replace electrical service to the building

- Replace broken windows and maintain doors and security with locks and distribute keys

10. Utilities, Taxes and Other Charges. Concessionaire shall contract for and pay for all income taxes, employment taxes or sales taxes, or other charges incurred or assessed against the operation of the concession herein granted.

(a) However, the City shall provide all utilities without charge to Concessionaire, for the sole purpose of operating said concession.

11. Compliance with Laws. Concessionaire shall observe and comply with all laws, statutes, ordinances, rules and regulations of the United States, the State of Colorado, the County of Arapahoe, the City of Littleton, and the Regional Transportation District, or any department or agency of the above.

12. Equipment. Concessionaire shall furnish and install at his own expense any equipment, materials, furniture, supplies, etc., required by him for the proper operation of the concession. Concessionaire's equipment shall be placed and installed only upon the written approval of the building maintenance supervisor and Community Development Department.

13. Hours of Operation. Concessionaire may operate said concession from 6:00 a.m. and 6:00 p.m., seven days a week. The Director of Community Development may alter hours upon written approval of Concessionaire.

14. Destruction of Premises. If during the term of the Agreement the demised premises are destroyed or damaged by acts of God, war or other catastrophe, so that the same is unfit for occupancy or use, the rentals shall abate until such time that said premises shall have been duly repaired and restored by the City, whereupon the Lessee at his option may terminate this lease or continue there under pursuant to the terms and conditions of this Agreement. A prorated portion of any rental prepaid, prior to such destruction or damage as is contemplated by this paragraph, shall be refunded for the period Concessionaire was not allowed the use of the premises.

15. Subletting and Assignments. Concessionaire shall not sublet the whole or any part of the premises, nor assign, hypothecate, or mortgage the lease and concession agreement, or any or all of its rights hereunder without the prior written consent of the City Manager or his designee.

16. Indemnity. Concessionaire shall conduct his activities upon the premises so as not to endanger any person lawfully thereon; and shall indemnify, save and hold harmless the City and all of its officers, agents and employees from any and all claims for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of Concessionaire, his agents, officers, employees, guests, patrons, or any person or persons admitted to said premises while said premises are used by or under the control of Concessionaire.

17. Insurance. Concessionaire shall purchase and maintain the following insurance during the term of the Agreement:

(a) Public liability insurance in an amount not less than \$150,000 for injury to one person in one accident and \$600,000 for injury to more than one person in one accident.

(b) Property damage insurance in an amount not less than \$600,000 as evidenced by a Certificate of Insurance.

(c) Fire insurance in an amount equal to the replacement value of the concession building and the improvements thereon, as approved by the City's Division of Risk Management.

(d) All insurance required herein shall be secured from an insurance company or companies, which shall have been approved by the City's Division of Risk Management, and shall name the City as an additional assured thereon as evidenced by a Certificate of Insurance

(e) All insurance premiums shall be the obligation of, and shall be paid by, the Concessionaire. All insurance policies and evidence of the initial payments made there under shall be delivered to the Director of Community Development at the signing of this Agreement, and shall be held by the City for the term of this Agreement.

(f) During the term of this Agreement, Concessionaire shall also deposit with the City all evidence of additional premium payments made under said policies. Each insurance policy shall contain a clause whereby the insurance company shall agree to give written notice to the Community Development Director and the Division of Risk Management thirty (30) days prior to any cancellation, modification, amendment, alteration or reduction of coverage amount of said policy.

18. Breach of Contract. In the event of any breach of any of the terms or provisions of this Agreement, the City shall have, in addition to any other recourse, the right to terminate this Agreement, to enter and obtain possession of the entire premises, to remove and exclude any and all persons from the premises, and to remove and exclude all property of Concessionaire there from, all without service of notice or resort to legal process and without any legal liability on its part.

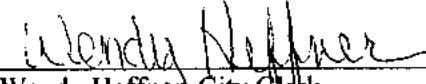
19. Inspection by the City. The City and a representative of the City's Property and Liability insurance carrier shall have the right to make inspections at any reasonable time to insure compliance with the agreement and compliance with the insurance carriers' loss prevention standard

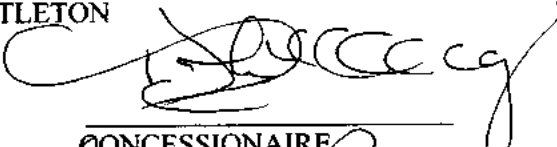

20. Surrender of Premises upon Termination. Upon the termination of this Agreement, Concessionaire shall peaceably surrender and deliver up possession to the City of the demised premises, including all improvements or additions on them, in good order and condition, reasonable wear and tear excepted. At the termination of this lease for any reason, the concessionaire would have the right to remove all fixtures, furniture, signs, equipment and other property pertaining to the direct operations of the concession which are not permanently (i.e. using bolts, screws or otherwise physically connected) attached to the building structure (i.e. including but not limited to sinks, cabinetry, table, etc.)

Executed this 21 day of June, 2011. CITY OF LITTLETON

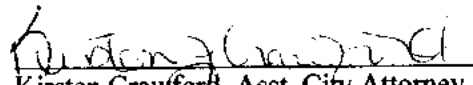
By 
James C. Woods, City Manager

ATTEST:


Wendy Heffner, City Clerk


CONCESSIONAIRE


APPROVED AS TO FORM:


Kirsten Crawford, Asst. City Attorney



Staff Communication

5(b)

File #: ID# 17-140, **Version:** 1

Agenda Date: 05/16/2017

Subject:

Approval of the May 2, 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 May 2, 2017, regular meeting of the city council. I have also reviewed the video recording for the May 2, 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 May 2, 2017 regular meeting of the Littleton City Council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes

City Council

Tuesday, May 2, 2017

6:30 PM

Council Chamber

Regular Meeting

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 on Consent Agenda and General Business items

Kyle Schlachter - In favor of Mark Relph as City Manager but concerned about the application process

Don Bruns - In favor of Mark Relph being appointed as City Manager

Pam Chadbourne - Agree's with Kyle Schlachter regarding process of appointment of City Manager; is opposed to circumventing the public process / Planning Commission new member brought forward new information on agenda item at last Planning Commission meeting and that information was ignored by staff

Carol Fey - In favor of Mark Relph being appointed as City Manager

5. Consent Agenda Items

- a) [Resolution 05-2017](#) A resolution to approve a Memorandum of Understanding between the State of Colorado Governor's Office of Information Technology Communications Services and the City of Littleton for sharing communication resources.
approved
- b) [ID# 17-132](#) A motion to approve the cancelation of the June 20, 2017 and July 4, 2017 regular council meetings
approved

- c) [ID# 17-118](#) Approval of the April 18, 2017 regular meeting minutes
approved

Approval of the Consent Agenda

Council Member Cernanec moved and Council Member Hopping seconded to approve consent agenda items 5(a), 5(b), and 5(c). 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. Ordinances on First Reading

- a) [Ordinance 13-2017](#) An ordinance on first reading to amend Title 11, Subdivision Regulations

Mayor Pro Tem Brinkman moved and Council Member Cernanec seconded to approve on first reading Ordinance 13, Series 2017 to amend Title 11, Subdivision Regulations and to schedule a public hearing on May 16, 2017. 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

- b) [Ordinance 09-2017](#) An ordinance on first reading, to amend the city's zoning code Title 10, with respect to commercial mobile radio service and to expand the city's regulations to include wireless communications facilities

Council Member Clark moved and Council Member Cernanec seconded to approve on first reading Ordinance 09-2017, amending the city's zoning code Title 10, with respect to commercial mobile radio service and to expand the city's regulations to include wireless communications facilities and to schedule a public hearing on May 15, 2017. 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. Ordinances on Second Reading and Public Hearing

- a) [Ordinance 08-2017](#) An ordinance on second reading to approve Canon Financial Services, Inc Master Lease Agreement

Council Member Hopping moved and Council Member Valdes seconded approve the ordinance on second reading approving a Master Lease Agreement with Canon Financial Services, Inc. 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

8. General Business

- a) [ID# 17-137](#) A motion to negotiate a contract for City Manager with Mark Relph
- Council Member Clark moved and Council Member Cole seconded to approve Mark Relph as the sole finalist and charge Waters and Company to negotiate a contract with Mark Relph for the City Manager position.**
- Council Member Cernanec moved and Mayor Pro Tem Brinkman seconded to table the motion on item 8(a) until June 6, 2017 or later, after the City Manager candidate interviews. Vote is 3-4, with Mayor Beckman and Council Members Cole, Clark and Valdes voting no. The motion fails.**
- Vote on the motion to direct Waters and Company to negotiate a contract with Mark Relph for the City Manager position is 4-3, with Mayor Pro Tem Brinkman, Council Members Cernanec and Hopping voting no. The motion carries.**
- Aye:** 4 - Mayor Beckman, Council Member Clark, Council Member Cole and Council Member Valdes
- Nay:** 3 - Mayor Pro Tem Brinkman, Council Member Cernanec and Council Member Hopping

9. Comments / Reports

a) City Manager

Discussion regarding process for City Manager, appreciates the support and the challenges council faced in reaching the decision / Tonight, South Metro Fire is submitting a copy of their proposal for the unification to all policy makers here / Fire Dispatch - contract basis with South Metro - will have more details after Thursday of this week

b) Council Members

Council Member Cole - Question to staff on status of bringing a motion to council regarding the amount of time allotted to citizens during public comment / North Littleton Promise Cinco de Mayo celebration

Council Member Clark - No report

Council Member Hopping - Review of council objectives from retreat on Friday; narrowed from 19 to 6. Amount of time for citizen comments was not one of the 6 / Feels it's appropriate to have public outreach during the fire discussion(s) but that we should also do that for the key hire (City Manager) in the city / Interested in council meetings with Boards and Commissions and Littleton Public Schools / Sandwich board sidewalk signs / Littleton Post Office needs work, i.e. paint, etc... Senator Mike Coffman visited, took pictures of the building and sent it to the Postmaster General / Pesticides used within the city - guidelines available on the city website

Council Member Cernanec - Interface with Boards and Commissions - only one is currently on the council tentative schedule / Pedal of Littleton has released a Spring and Summer guide for the Front Range / Thank you to Public Works Director Relph for last week's presentation / DRCOG annual awards banquet / Attended Water Now Alliance and shared the presentation materials with the acting city manager / Area Agency on Aging grants have been processed through the DRCOG Board - City of Littleton has not stepped up to qualify for some of these awards - interested in the

city becoming qualified for some of these grants / Each council member had an opportunity to meet one-on-one with the consultant in regards to the transfer of LFR to South Metro; feels strongly about public engagement

Council Member Valdes - Channel 8 is a good source to get information about Littleton including what to do when you come across a coyote when you're with your dog

Mayor Pro Tem Brinkman - No report

c) Mayor

Council Retreat last week; spent a large amount of time in determining ways to get community input

10. Adjournment

Mayor Beckman adjourned the meeting at 7:50 p.m.

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 12-2017, **Version:** 3

Agenda Date: 05/16/2017

Subject:

An ordinance on first reading to approve access to the Colorado Quarterly Census of Employment Wages database

Presented By: Denise Stephens, Economic Development Director
--

POLICY QUESTION:

Does city council support approval of the ordinance to approve access to the Colorado Quarterly Census of Employment Wages database?

BACKGROUND:

The **Quarterly Census of Employment and Wages (QCEW)** is a federal government program managed in Colorado by Colorado Department of Labor. The primary product of this data is the reporting and tabulation of the number of employees and wages for all establishments paying into unemployment insurance. Employment covered by these unemployment insurance programs represents about 97% of all wage and salary civilian employment in the country.

This data is commonly used by many governmental organizations to better understand employee counts, wages, industries, work/home locations, etc. It is a valuable resource in understating the business community and useful in economic analysis and planning.

QCEW data, in its most detailed form, requires confidentiality as it provides actual numbers of employees, and wages per establishment and to obtain it, requires the City to sign a license agreement with strict terms of confidentiality. All summary data the City would produce would be approved by the Colorado Department of Labor so as not to violate privacy terms.

The City of Littleton can access to this valuable data (provided an agreement has been signed) and would like to purchase the information. The data will be processed by staff and summary level information will be provided to city staff, council, and the public. Information produced may include:

- The total number of establishments by industry
- Average wages by industry
- Total employee counts
- Total business counts

- Total number of employees who live and work in Littleton
- Total number of employees who live outside Littleton but work in the city

STAFF ANALYSIS:

Quarterly Census of Employment and Wages (QCEW) is the most accurate and current employment and wage data available. The ability to access and aggregate the data will allow the Economic Development Department to better understand increased or decreased growth of jobs and wages.

OPTIONS/ALTERNATIVES:

N/A

FISCAL IMPACTS:

\$230 per year from the General Fund

STAFF RECOMMENDATION:

Staff recommends approval

PROPOSED MOTION:

I move to approve on first reading the ordinance to approve access to the Colorado Quarterly Census of Employment Wages database and to schedule a public hearing on second reading on June 6, 2017 in the council chamber.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 12**

4
5 **Series, 2017**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO,**

11
12 **WHEREAS,** The City Charter requires City Council approval of any contract
13 exceeding two years, and

14
15 **WHEREAS,** The contract with the State of Colorado for the Quarterly Census of
16 Employment Wages data includes a provision that extends beyond two years, and

17
18 **WHEREAS,** The Quarterly Census of Employment Wages data will allow the
19 city access to the most accurate and current employment and wage data available to better
20 understand increased or decreased growth of jobs and wages.

21
22 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
23 **THE CITY OF LITTLETON, COLORADO, THAT:**

24
25 **Section 1:** The city is allowed to approve a contract to access to the Colorado
26 Quarterly Census of Employment Wages data which exceeds the two year maximum contract
27 period codified in the city charter.

28
29 **Section \:** Severability. If any part, section, subsection, sentence, clause or
30 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
31 validity of the remaining sections of this ordinance. The City Council hereby declares that it
32 would have passed this ordinance, including each part, section, subsection, sentence, clause or
33 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
34 clauses or phrases may be declared invalid.

35
36 **Section \:** Repealer. All ordinances or resolutions, or parts thereof, in
37 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
38 repealer clauses of such ordinance nor revive any ordinance thereby.

39
40
41 **INTRODUCED AS A BILL** at a regularly scheduled meeting of the City Council
42 of the City of Littleton on the ____ day of _____, 2016, passed on first reading by a vote of
43 ____ FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis
44 Library, the Municipal Courthouse and on the City of Littleton Website.

45 **PUBLIC HEARING** on the Ordinance to take place on the ____ day of

_____, 2016, 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 _____, 2016 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

JOHN HICKENLOOPER
Governor

ELLEN GOLOMBEK
Executive Director

PAUL SCHACHT
Director



DEPARTMENT OF LABOR AND EMPLOYMENT

LABOR MARKET INFORMATION

633 17th Street, Suite 600
Denver, Colorado 80202-2107
(303) 318-8864 (303) 318-8871

This is a legal document. Legal counsel should be consulted before signing.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made by and between:

City of Littleton
2255 W Berry Ave
Littleton, CO 80120
(Licensee)

and

THE STATE OF COLORADO
DEPARTMENT OF LABOR AND EMPLOYMENT
633 17th Street, Suite 600
Denver, CO 80202-2107
(Licensor)

The Licensor is an agent of the United States Bureau of Labor Statistics for the purposes of collecting and securing Quarterly Census of Employment Wages "QCEW" wage, employment data from Colorado employers and is authorized to issue a non-exclusive license for this information to public and non-public entities provided that the information is adequately secured from non-authorized access or publication.

UPON ACCEPTING RECEIPT OF THE LICENSED INFORMATION LISTED BELOW, OR ANY PART THEREOF, THE LICENSEE AGREES TO THE TERMS AND CONDITIONS LISTED ON PAGE 2 OF THIS LICENSE AGREEMENT.

LICENSED INFORMATION PROVIDED:

Report Description	Report Period	Amount
CIPSEA Compliant QCEW Micro Data – 2010-Q3 and 2016-Q3 for Arapahoe, Douglas, and Jefferson counties	One-time Request	\$230.00
TOTAL AMOUNT DUE WITHIN 30-DAYS OF INVOICE RECEIPT * ALL FEES ARE NON-REFUNDABLE <i>**THE \$230 FEE IS REQUIRED FOR EACH REPORT PERIOD FOR WHICH THE CITY REQUESTS A REPORT. IF THE CITY DOES NOT REQUEST A REPORT, NO FEE OR CHARGE IS DUE.</i>		

Received by:
LICENSEE

LICENSOR

Name: _____
Date

By: _____
Paul Schacht
Director
Labor Market Information
Date

LICENSE AGREEMENT TERMS AND CONDITIONS

1. Upon receipt of total payment due (as specified on Page 1), the Licensor grants a non-exclusive revocable license to the Licensee to access and use, as limited herein, all Licensed Information (as specified on Page 1). LICENSOR DISCLAIMS ALL WARRANTIES REGARDING THE LICENSED INFORMATION, SPECIFICALLY THE WARRANTIES OF MERCHANTABILITY AND PARTICULAR PURPOSE. LICENSEE RELEASES LICENSOR FROM ANY CLAIMS, JUDGMENTS, OR DAMAGES, CONSEQUENTIAL OR DIRECTLY ARISING FROM ANY ERRORS OR OMISSIONS CONTAINED WITHIN THE LICENSED INFORMATION, OR ANY PART THEREOF, OR ARISING FROM THE LICENSEE'S RELIANCE UPON THE LICENSED INFORMATION OR OMISSIONS OF INFORMATION, OR ANY PART THEREOF.
2. Licensee shall pay the total non-refundable payment due within thirty (30) days of receipt of the information. If payment is not received by Licensor during this period, Licensor shall invoice the Licensee, and Licensee shall immediately pay, the total amount specified on Page 1 plus a billing fee calculated at the greater of eighteen percent per annum of the total amount due or twenty-five and no/100 dollars (\$25.00). If the fee is not paid within the above specified time, Licensee shall immediately return all Licensed Information to the Licensor.
3. Licensee acknowledges and agrees to protect the confidentiality of the Licensed information provided and to adequately secure the Licensed information from non-authorized access or publication.
 - (a) Except in the event it is necessary for the Licensee to utilize a third-party to format, process or use the information, the Licensee shall not copy or permit others to copy the Licensed Information, or any part thereof. In the event the Licensee must utilize a third-party to format, process, or use the information, the Licensee shall not allow the third-party to use the information, or any part thereof, for any purpose other than the Licensee's valid administrative function. Any breach of Licensed Information's confidentiality or any of the duties specified in section 3 by Licensee's third-party shall be deemed to be a breach on the part of the Licensee.
 - (b) Licensee shall use the Licensed Information, or any part thereof, only to the extent necessary to assist in the Licensee's valid administrative function;
 - (c) The Licensee's rights to use the information are not assignable, the Licensee shall not assign or transfer, nor attempt to assign or transfer its rights pursuant to this contract.
 - (d) Licensee shall restrict access to the Licensed Information to only those employees or agents of the Licensee whose access is necessary to assist the Licensee's valid administrative function. Upon Licensor's request, Licensee shall provide to Licensor in a timely manner, a listing of all individuals who may access the Licensed Information.
 - (e) Licensee shall not publish, sell, or disclose the Licensed Information, or any part thereof, to the extent that the information published of any area, industry, Federal Department or Federal Agency level contains fewer than three (3) reporting units (as defined in C.R.S. 8-70-103(9), 1987 Rep. Vol., as amended), or eighty percent (80%) of the total employment of the applicable reporting level is made up by a single reporting unit.
4. In the event of Licensee's breach of the Licensed Information's confidentiality or any of the Licensee's duties specified in section 3, the Licensee shall return all Licensed Information to the Licensor and pay the Licensor within thirty (30) days the sum of one-thousand and no/100 dollars (\$1,000.00). The Licensee is a governmental entity and does not waive the obligations or benefits afforded it under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq.
5. The term of the License Agreement shall commence upon Licensor's receipt of total payment. The License Agreement shall continue until it is terminated upon Licensee's discontinued use of Licensor's confidential information for a one (1) year period or if Licensee defaults on the obligations and conditions of this License Agreement and fails to correct the default within thirty (30) days.
6. The Licensee warrants that it possesses the legal authority to enter into this Contract. The person or persons signing this Contract on behalf of the Licensee also warrants that they have full authorization to execute this contract.
7. The Licensee agrees that all Licensed Information is the sole property of the Licensor.
8. Licensee shall permit the Licensor, the U.S. Department of Labor, or any other duly authorized agent or governmental agency, to monitor all activities conducted by the Licensee pursuant to the terms of this Contract. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Licensee's work.
9. The Licensee shall notify the Licensor, within five (5) days after being served with a summons, complaint, or other pleading in a case which involves services provided under this contract and which has been filed in any Federal or State court or administrative agency, and shall deliver copies of such document to the Licensor.
10. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State of Colorado Fiscal Rules. Any Licensor waiver of an alleged breach of confidentiality by the Licensee or third party agents of the Licensee is not to imply a waiver of any subsequent breach.
11. All notices required and permitted pursuant to this Contract shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, postage prepaid, registered or certified, return receipt requested, and addressed to the addresses stated on Page 1 or to such other address as has been designated by a notice complying with the foregoing requirements.
12. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. The terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event the Controller of the State of Colorado subsequently disapproves this contract, this contract shall terminate and the State shall return all sums paid by the Licensee, and the Licensee shall return all Licensed Information without penalty, or right to cause of action.



Staff Communication

7(a)

File #: Ordinance 13-2017, **Version:** 3

Agenda Date: 05/16/2017

Subject:

An ordinance on second reading to amend Title 11, Subdivision Regulations

Presented By: Jocelyn Mills, Community Development Director

APPLICATION SUMMARY:

The application is a proposal to amend Title 11, Subdivision, specifically related to 11-1 Purpose, 11-6 Definitions, and Chapter 9, Subdivision Exemption.

BACKGROUND:

Generally in land use, zoning codes establish uses and performance standards for each zone district. Subdivision codes provide the process for creating the records of legal land title for establishing lots, via recorded plats. Title 11 is Littleton's Subdivision code.

A priority has been identified that Chapter 9 of the Subdivision Code, Subdivision Exemption, needs to be updated to best practices used in current day situations. Generally, the last whole code update to the city's subdivision regulations was during the 1970's. The Subdivision Exemption Chapter was added into the code in 1979. Attached for reference are Chapter 9, Subdivision Exemption, and also Title 11 in its entirety.

Previous legal advice has allowed the subdivision exemption chapter to be used for subdivision items such as: dividing one lot into two; for lot line adjustments between two lots; and, for reassembling multiple lots into one lot. As such, over the recent years subdivision exemption has been used for all these scenarios.

The proposal to update Chapter 9 is to create a clear, transparent and robust code relative to the platting and replatting of one or two lots. City council held two study sessions on this topic earlier this year - on March 7 and again on April 11th. Council input and direction has incorporated into the proposed ordinance.

On April 26, 2017 Planning Commission recommended approval of the draft ordinance to City Council. Planning Commission comments have been incorporated into the draft. Please see attached draft code amendments.

PROPOSED AMENDMENTS:

The purpose to update Chapter 9 is to clarify specific standards and criteria for the establishment of one or two lots. Three or more lots would be required to be processed as either a minor or major subdivision based on the city's subdivision code (as is currently required).

The proposal for updating Chapter 9 includes:

- Amending the title to "Administrative Plat or Replat for One or Two Lots."

- Establishing criteria for when an administrative plat or replat can be used.
- Creating standards for administrative plats and replats.

STAFF RECOMMENDATION:

Staff recommends planning commission approve PC Resolution 05-2017, recommending approval to city council, an ordinance to amend Title 11, Subdivision Purpose, Subdivision Definitions and Chapter 9, Subdivision Exemption.

Planning Commission recommended approval of the draft ordinance at its April 26, 2017 meeting. Their recommendation included the following modifications to the draft code: to further clarify the purpose and intent statement in 11-1-2; modified text to clarify adjacent unplatted parcel in 11-9-2 (A) 4; added further clarification to 11-9-4, 11-9-4 (B), (C) and (D); and, further clarified restrictions in 11-9-2 (B) 3.

STAFF RECOMMENDATION:

Staff recommends city council approve the amendments to Title 11, Subdivision Regulations.

PROPOSED MOTION:

I move to approve on second reading ordinance 13, Series 2017 to amend Title 11, Subdivision Regulations

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 13

Series, 2017

INTRODUCED BY COUNCILMEMBERS: BRINKMAN & CERNANEC

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, AMENDING TITLE 11 OF THE CITY CODE, CHAPTER 9 CONCERNING SUBDIVISION EXEMPTION

WHEREAS, the planning commission, at its regular meeting on April 26, 2017, held a public hearing and voted to recommend approval of an ordinance amending title 11 of the city code, Chapter 9 regarding subdivision exemption; and

WHEREAS, the city council finds that the proposed amendments to the city code are in the best interest of the city and will promote the public health, safety and welfare of its inhabitants;

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

Section 1: Section 2 of Chapter 1 of Title 11 of the City Code is hereby amended as follows:

11-1-2: PURPOSE AND INTENT OF CHAPTER:

IT IS THE PURPOSE AND INTENT OF THIS CHAPTER:

THE PURPOSE OF THIS TITLE 11 IS TO ARRANGE LAND INTO LEGAL LOTS OF RECORD FOR DEVELOPMENT OF LAND WITHIN THE CITY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS CHAPTER. SUBDIVISION OF LAND IS A PROCEDURE IN WHICH LAND IS DIVIDED INTO LOTS, BLOCKS, AND TRACTS FOR TRANSFER OF OWNERSHIP OR DEVELOPMENT. AT THE SUBDIVISION STAGE OF DEVELOPMENT, THE SUBDIVIDER IS RESPONSIBLE FOR FINALIZING RIGHT-OF-WAY, EASEMENT, AND OTHER PUBLIC LAND DEDICATIONS, AS APPLICABLE, AS WELL AS LOT, BLOCK, AND TRACT CONFIGURATIONS FOR THE LAND INCLUDED IN THE APPLICATION. IN ADDITION, ALL PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPOSED SUBDIVISION ARE IDENTIFIED AND QUANTIFIED AT THIS STAGE. THE SUBDIVIDER MAY BE REQUIRED TO ENTER INTO A SUBDIVISION IMPROVEMENT AGREEMENT (SIA) WITH THE CITY TO GUARANTEE THAT THE APPROPRIATE IMPROVEMENT COSTS WILL BE BORNE BY THE SUBDIVIDER. SUCH SUBDIVISIONS SHALL BE DESIGNED:(A) To promote the health, safety, convenience and general welfare of the citizens of the city.

(B) To establish standards of subdivision design which will encourage the development of sound, economical and stable neighborhoods, to ensure a healthy living environment, and to protect the natural environment.

(C) To provide for lots of adequate size, configuration, and appropriate design for the intended uses.

(D) To encourage subdivision design flexibility and imagination.

(E) To provide for streets and walkways of appropriate capacity and construction with adequate measures to ensure safe movement of pedestrian and vehicular traffic.

(F) To ensure the provision of efficient, adequate and economical utilities, services and improvements.

(G) To provide for the coordination of subdivision development with requirements of schools, parks, recreation areas and other community facilities, and to ensure the provision of such facilities.

(H) To ensure the desirable development of the community through the adherence to accepted principles of land use, intensity of development, distribution of growth, preservation of natural amenities and other elements of the city's development plans. (1971 Code § 22.2)

Section 2: Section 4 (A) and (B) of Chapter 1 of Title 11 of the City Code is hereby amended as follows:

11-1-4: VIOLATIONS, PROHIBITIONS AND PENALTIES:

(A) NO OWNER OR AGENT OF THE OWNER OF ANY LAND SHALL TRANSFER, SELL, AGREE TO SELL OR OFFER TO SELL ANY LAND BEFORE A PLAT FOR SUCH LAND HAS BEEN APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THIS TITLE AND RECORDED WITH THE COUNTY CLERK AND RECORDER.

(B) NO BUILDING PERMITS OR CONSTRUCTION PERMIT SHALL BE ISSUED FOR THE CONSTRUCTION OR ALTERATION OF ANY STRUCTURE ON ANY PROPERTY UNLESS A PLAT OF SUCH PROPERTY HAS BEEN PREPARED, APPROVED AND RECORDED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS TITLE EXCEPT AS EXEMPTED IN SECTION 4-1-9 OF THIS CODE.

Section 3: Section 6 of Chapter 1 of Title 11 of the City Code is hereby amended with the addition of the following definitions:

ADJACENT: SEPARATED FROM THE SUBJECT LOT(S) OR PARCEL(S) BY ONE OF THE FOLLOWING: LOT LINE, PROPERTY BOUNDARY, RIGHT-OF-WAY, PRIVATE STREET, ALLEY OR EASEMENT.

BLOCK FACE: ONE SIDE OF A STREET BETWEEN TWO CONSECUTIVE FEATURES INTERSECTING THAT STREET. THE FEATURES CAN BE OTHER STREETS, ALLEYS, OR OTHER RIGHTS-OF-WAY.

LEGAL DESCRIPTION: A WRITTEN METES AND BOUNDS DESCRIPTION OF THE BOUNDARY OF A PARCEL OF REAL PROPERTY BY A PROFESSIONAL LAND SURVEYOR, FOR THE PURPOSE OF PERPETUATING LOCATION AND TITLE. THE DESCRIPTION MUST RECITE ALL TIES AND MONUMENTS, RECORDED OR PHYSICAL, WHICH WILL DETERMINE THE CORRECT POSITION OF THE BOUNDARY, ALL REFERENCES TO ADJOINING LANDS BY NAME AND RECORD, AND A FULL DIMENSIONAL RECITAL OF THE BOUNDARY COURSES IN SUCCESSION WHICH SHALL BE MATHEMATICALLY CORRECT. THE DESCRIPTION MUST BE ACCOMPANIED BY AN EXHIBIT OR MAP SHOWING ALL PERTINENT INFORMATION AS DESCRIBED IN THE NARRATIVE.

LOT: THE UNIT INTO WHICH LAND IS DIVIDED ON A SUBDIVISION PLAT WITH THE INTENTION OF SEPARATE OWNERSHIP OR USE.

PARCEL: A TRACT OR PLOT OF LAND OF ANY SIZE THAT MAY OR MAY NOT BE SUBDIVIDED.

REPLAT: A RESUBDIVISION OF A PORTION OF AN APPROVED AND RECORDED FINAL PLAT THAT WILL CHANGE LOT CONFIGURATION OR CREATE NEW LOTS AND TRACTS; AN AMENDED PLAT.

RESUBDIVISION: ANY MODIFICATION OF LAND PREVIOUSLY SUBDIVIDED OR PLATTED.

Section 4: Chapter 9, Subdivision Exemption of Title 11 of the City Code is hereby repealed:

~~11-9-1: PURPOSE OF CHAPTER:~~

~~11-9-2: ELIGIBILITY FOR SUBDIVISION EXEMPTIONS:~~

~~11-9-3: PROCEDURES:~~

~~11-9-1: PURPOSE OF CHAPTER:~~

~~It is the purpose and intent of this chapter to allow the owner or purchaser of land, or agent thereof, to divide such land into not more than two (2) parcels, which meet the~~

requirements of the governing zone district classification, without requiring submission of a subdivision plat. Approval of a subdivision exemption shall not exempt the applicant from securing and/or providing the necessary improvements including, but not limited to, sidewalks, curbs, gutters, street paving, storm drainage and utilities. Such land, or parcel which results from the approval of a subdivision exemption as hereinafter provided, shall not be eligible for any subsequent division under the provisions of this chapter. (Ord. 36, Series of 1979)

~~11-9-2: ELIGIBILITY FOR SUBDIVISION EXEMPTIONS:~~

~~The following procedures shall apply to all applications for subdivision exemptions: (Ord. 36, Series of 1979)~~

~~(A) Eligibility For Subdivision Exemptions: The owner, purchaser, or agent thereof, must verify all of the following requirements prior to the submittal of a subdivision exemption application to the department of community development:~~

~~1. A division of land must not exceed two (2) lots;~~

~~2. Such division will not violate the minimum requirements of the governing zone district classifications, the subdivision regulations and other applicable city ordinances and resolutions;~~

~~3. All lots must abut a dedicated and accepted city street;~~

~~4. The applicant must show evidence that adequate sanitary sewer facilities exist to serve the subject lots;~~

~~5. The applicant must show evidence that adequate water facilities exist to serve the subject lots. (Ord. 20, Series of 2012)~~

~~(B) Compliance: Any proposed subdivision exemption which does not comply with all of the requirements as defined hereinabove shall be considered as a minor or major subdivision as applicable. (Ord. 36, Series of 1979)~~

~~11-9-3: PROCEDURES:~~

~~(A) Preparation: The subdivider shall cause the preparation of a subdivision exemption map by a registered land surveyor. The map shall comply with the provisions of these regulations, and other ordinances of the city and state law.~~

~~(B) Submission: The applicant shall submit the application and the subdivision exemption map pursuant to the requirements and process described in section 11-2-2 of this title.~~

~~The application deadlines, required number of copies and map details shall be in accordance with the operating standards as established by the department of community development.~~

~~(C) Administrative Action: City staff shall review the proposed subdivision exemption map for compliance with the provisions of this title, other applicable regulations, the comprehensive plan, existing and proposed development, and comments from affected agencies. City staff may approve the application, approve the application subject to modifications, or recommend the application be processed under the major or minor subdivision procedure. (Ord. 20, Series of 2012)~~

Section 5: Chapter 9 of Title 11 of the City Code is hereby replaced as follows:

CHAPTER 9: ADMINISTRATIVE PLATS AND REPLATS FOR ONE OR TWO LOTS

11-9-1: PURPOSE:

IN ADDITION TO 11-1-2, THE PURPOSE OF THIS CHAPTER IS TO ESTABLISH AN ADMINISTRATIVE REVIEW PROCESS FOR MINOR CHANGES TO SUBDIVISION PLATS AND UNPLATTED PARCELS THAT RESULT IN THE CREATION OF NO MORE THAN TWO (2) PLATTED LOTS.

11-9-2: APPLICABILITY:

(A) THE FOLLOWING REQUESTS MAY BE APPROVED IN AN ADMINISTRATIVE PLAT, PROVIDED THE RESULTING PLAT DOES NOT CREATE MORE THAN TWO (2) PLATTED LOTS AND DOES NOT MERGE MORE THAN TWO (2) PARCELS (PLATTED OR UNPLATTED) INTO A SINGLE PLATTED LOT:

1. A REQUEST TO PLAT UNPLATTED PROPERTY;
2. A REQUEST TO MOVE, RECONFIGURE, OR REVISE AN EXISTING PLATTED LOT LINE;
3. A REQUEST TO ADJUST A PLATTED SUBDIVISION BOUNDARY BETWEEN NOT MORE THAN TWO (2) EXISTING PLATTED LOTS WITHIN TWO (2) SEPARATE FILINGS OR SUBDIVISIONS;
4. A REQUEST TO ADJUST A PLATTED SUBDIVISION BOUNDARY TO INCLUDE AN ADJACENT UNPLATTED PARCEL OF LAND;
5. A REQUEST TO VACATE AN EXISTING PLATTED EASEMENT OR BUILDING ENVELOPE ON AN EXISTING PLATTED LOT, PROVIDED THAT THE

BUILDING ENVELOPE OR EASEMENT WAS DEDICATED AND DESIGNATED THROUGH A PLAT AND ONLY AFFECTS THE SUBJECT LOT;

6. A REQUEST TO MERGE PLATTED LOTS; OR

7. A REQUEST TO CORRECT MISSPELLINGS OR OTHER MINOR TECHNICAL CORRECTIONS ON RECORDED PLATS.

(B) RESTRICTIONS

1. REQUESTS REQUIRING THE DEDICATION OF PUBLIC RIGHT-OF-WAY MAY NOT BE PROCESSED AS ADMINISTRATIVE PLATS.

2. REQUESTS REQUIRING THE DEDICATION OF EASEMENTS MAY NOT BE PROCESSED AS ADMINISTRATIVE PLATS. EASEMENTS THAT HAVE BEEN DEDICATED BY SEPARATE INSTRUMENTS PRIOR TO RECORDATION OF THE ADMINISTRATIVE PLAT MAY BE NOTED ON AN ADMINISTRATIVE PLAT.

3. NO LOTS PREVIOUSLY CREATED THROUGH AN ADMINISTRATIVE PLATTING PROCESS MAY BE ADDITIONALLY DIVIDED OR MERGED THROUGH AN ADMINISTRATIVE PLAT OR REPLAT PROCESS. HOWEVER, LOT LINE ADJUSTMENTS BETWEEN TWO EXISTING LOTS MAY BE PROCESSED AS AN ADMINISTRATIVE PLAT OR REPLAT IN CONFORMANCE WITH 11-9-2 (A) 2.

4.

(C) ANY REQUEST THAT DOES NOT MEET THE REQUIREMENTS FOR PROCESSING AS AN ADMINISTRATIVE PLAT MAY BE PROCESSED AS AN APPLICATION FOR A MAJOR OR MINOR SUBDIVISION, AS APPLICABLE.

11-9-3: PROCEDURE:

(A) PRE-SUBMITTAL MEETING

PRIOR TO THE SUBMITTAL OF AN ADMINISTRATIVE PLAT APPLICATION, THE APPLICANT SHALL MEET WITH STAFF FOR A CONCEPT MEETING TO DISCUSS THE REQUEST, THE PROCEDURES, AND THE SUBMITTAL REQUIREMENTS.

(B) APPLICATION SUBMITTAL

THE APPLICANT SHALL SUBMIT THE ADMINISTRATIVE PLAT APPLICATION PURSUANT TO THE REQUIREMENTS AND PROCESS DESCRIBED IN SECTIONS 11-1, 11-5, AND 11-6 OF THIS TITLE, AS APPLICABLE TO THE REQUESTED PLAT, AND

THE OPERATING STANDARDS AS ESTABLISHED BY THE DEPARTMENT OF
COMMUNITY DEVELOPMENT.

11-9-4: CRITERIA FOR DECISION:

AN ADMINISTRATIVE PLAT SHALL BE APPROVED ONLY IF THE DIRECTOR
DETERMINES THAT ALL OF THE FOLLOWING CRITERIA HAVE BEEN MET:

(A) EACH PARCEL CREATED BY THE ADMINISTRATIVE PLAT OR REPLAT
COMPLIES WITH THE MINIMUM REQUIREMENTS OF THE GOVERNING ZONE
DISTRICT, INCLUDING BUT NOT LIMITED TO, THE MAXIMUM DENSITY AND
MINIMUM OPEN SPACE REQUIREMENTS, THE SUBDIVISION REGULATIONS
AND OTHER APPLICABLE CITY ORDINANCES AND RESOLUTIONS.
MULTIPLE ZONE DISTRICTS MAY NOT BE CONTAINED WITHIN ONE
ADMINISTRATIVE PLAT OR REPLAT;

(B) EACH PARCEL CREATED BY THE ADMINISTRATIVE PLAT OR REPLAT IS
CONSISTENT WITH EXISTING CHARACTER OF THE BLOCK FACE ON WHICH
THE PROPERTY IS LOCATED. LOTS THAT ARE MORE THAN FIFTY PERCENT
(50%) GREATER IN EITHER LOT SIZE, DEPTH, OR WIDTH OF A TYPICAL
AVERAGE EXISTING LOT ON THE SAME BLOCK FACE ARE NOT ELIGIBLE
FOR AN ADMINISTRATIVE PLAT OR REPLAT. LOTS THAT ARE LESS THAN
TWENTY-FIVE (25%) SMALLER IN EITHER LOT SIZE, DEPTH, OR WIDTH OF A
TYPICAL AVERAGE EXISTING LOT ON THE SAME BLOCK FACE ARE NOT
ELIGIBLE FOR AN ADMINISTRATIVE PLAT OR REPLAT.

(C) EACH PARCEL CREATED BY THE ADMINISTRATIVE PLAT HAS ADEQUATE
WATER AND SANITARY SEWER FACILITIES. (D) AT LEAST ONE (1) LOT
MUST ABUT A DEDICATED AND ACCEPTED CITY STREET.

(E) IF THE REQUEST IS TO DIVIDE UNSUBDIVIDED LAND IN AN EXISTING
PLANNED DEVELOPMENT, EACH LOT OR PARCEL RESULTING FROM THE
ADMINISTRATIVE PLAT SHALL BE ONE (1) ACRE OR SMALLER IN SIZE.

11-9-5 APPEALS:

AN APPLICANT MAY APPEAL THE ACTION OF THE DIRECTOR OF COMMUNITY
DEVELOPMENT ON THE ADMINISTRATIVE PLAT OR REPLAT TO THE CITY
COUNCIL. SUCH APPEAL MUST BE MADE IN WRITING, SPECIFYING THE
GROUNDS THE APPEAL IS BEING MADE, WITHIN THIRTY (30) DAYS OF THE
ADMINISTRATIVE ACTION. THE COUNCIL SHALL RECEIVE THE APPEAL REQUEST
AND SCHEDULE A PUBLIC HEARING TO REVIEW THE DECISION OF THE
ADMINISTRATIVE ACTION, AT WHICH TIME THE APPLICANT SHALL HAVE THE
OPPORTUNITY TO PRESENT INFORMATION OF ITS CHOOSING TO THE CITY

COUNCIL. THE COUNCIL MAY APPROVE THE PLAT AS SUBMITTED, AFFIRM THE DECISION OF THE DIRECTOR OF COMMUNITY DEVELOPMENT, OR REQUIRE A MAJOR OR MINOR SUBDIVISION TO BE PROCESSED IN CONFORMANCE WITH THIS CODE.

Section 6: 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 7: 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 2nd day of May, 2017, passed on first reading by a vote of 7 FOR and 0 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 16th day of May, 2017, in the Council Chamber, 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 16th day of May, 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

273 APPROVED AS TO FORM:

274

275

276 _____
Kenneth S. Fellman

277 ACTING CITY ATTORNEY

Chapter 9

SUBDIVISION EXEMPTION

11-9-1: PURPOSE OF CHAPTER:

It is the purpose and intent of this chapter to allow the owner or purchaser of land, or agent thereof, to divide such land into not more than two (2) parcels, which meet the requirements of the governing zone district classification, without requiring submission of a subdivision plat. Approval of a subdivision exemption shall not exempt the applicant from securing and/or providing the necessary improvements including, but not limited to, sidewalks, curbs, gutters, street paving, storm drainage and utilities. Such land, or parcel which results from the approval of a subdivision exemption as hereinafter provided, shall not be eligible for any subsequent division under the provisions of this chapter. (Ord. 36, Series of 1979)

11-9-2: ELIGIBILITY FOR SUBDIVISION EXEMPTIONS:

The following procedures shall apply to all applications for subdivision exemptions: (Ord. 36, Series of 1979)

(A) Eligibility For Subdivision Exemptions: The owner, purchaser, or agent thereof, must verify all of the following requirements prior to the submittal of a subdivision exemption application to the department of community development:

1. A division of land must not exceed two (2) lots;
2. Such division will not violate the minimum requirements of the governing zone district classifications, the subdivision regulations and other applicable city ordinances and resolutions;
3. All lots must abut a dedicated and accepted city street;
4. The applicant must show evidence that adequate sanitary sewer facilities exist to serve the subject lots;
5. The applicant must show evidence that adequate water facilities exist to serve the subject lots. (Ord. 20, Series of 2012)

(B) Compliance: Any proposed subdivision exemption which does not comply with all of the requirements as defined hereinabove shall be considered as a minor or major subdivision as applicable. (Ord. 36, Series of 1979)

11-9-3: PROCEDURES:

- (A) Preparation: The subdivider shall cause the preparation of a subdivision exemption map by a registered land surveyor. The map shall comply with the provisions of these regulations, and other ordinances of the city and state law.
- (B) Submission: The applicant shall submit the application and the subdivision exemption map pursuant to the requirements and process described in section [11-2-2](#) of this title. The application deadlines, required number of copies and map details shall be in accordance with the operating standards as established by the department of community development.
- (C) Administrative Action: City staff shall review the proposed subdivision exemption map for compliance with the provisions of this title, other applicable regulations, the comprehensive plan, existing and proposed development, and comments from affected agencies. City staff may approve the application, approve the application subject to modifications, or recommend the application be processed under the major or minor subdivision procedure. (Ord. 20, Series of 2012)

Title 11

SUBDIVISION REGULATIONS

Chapter 1

GENERAL PROVISIONS

11-1-1: TITLE:

This chapter shall be known and shall be cited as the *SUBDIVISION REGULATIONS OF THE CITY OF LITTLETON, COLORADO*. (1971 Code § 22.1)

11-1-2: PURPOSE OF CHAPTER:

It is the purpose and intent of this chapter:

- (A) To promote the health, safety, convenience and general welfare of the citizens of the city.
- (B) To establish standards of subdivision design which will encourage the development of sound, economical and stable neighborhoods, to ensure a healthy living environment, and to protect the natural environment.
- (C) To provide for lots of adequate size, configuration, and appropriate design for the intended uses.
- (D) To encourage subdivision design flexibility and imagination.
- (E) To provide for streets and walkways of appropriate capacity and construction with adequate measures to ensure safe movement of pedestrian and vehicular traffic.
- (F) To ensure the provision of efficient, adequate and economical utilities, services and improvements.
- (G) To provide for the coordination of subdivision development with requirements of schools, parks, recreation areas and other community facilities, and to ensure the provision of such facilities.
- (H) To ensure the desirable development of the community through the adherence to accepted principles of land use, intensity of development, distribution of growth, preservation of natural amenities and other elements of the city's development plans. (1971 Code § 22.2)

11-1-3: TERRITORIAL LIMITS; EXISTING PLATS APPROVED:

- (A) The territorial jurisdiction under the provisions of these regulations shall include all land located within the corporate limits of the city.
- (B) All plats of property which upon the effective date of these regulations have been previously submitted to and approved by the council or the board of commissioners of a county having jurisdiction are considered to be approved subdivisions as such requirements for approval exist in these regulations. (Ord. 26, Series of 1975)

11-1-4: VIOLATIONS, PROHIBITIONS AND PENALTIES:

- (A) No owner or agent of the owner of any land shall transfer, sell, agree to sell or offer to sell any land by reference to or by use of a plan or plat of a subdivision before such plan or plat has been approved in accordance with the provisions of this title and recorded with the county clerk and recorder.
- (B) No building permits shall be issued for the construction or alteration of any structure on any property unless a plat of such property has been prepared, approved and recorded in accordance with the requirements of this title, except as exempted in section [4-1-9](#) of this code.
- (C) Any person who is found guilty, pleads guilty or no contest to a violation of any section of this chapter shall be punished as provided for in section [1-4-1](#) of this code. Specifically, it shall be unlawful for any owner, or agent of an owner of land located within a subdivision to transfer, sell, contract to sell, or offer to sell any land by reference to or use of a plan or plat of a subdivision before the same has been recorded in the office of the county clerk. Each transaction involving any single lot, or interest therein, shall be deemed a separate violation of the terms of this provision. Nothing herein contained shall prevent the city from seeking other relief, such as injunctive relief, against violation or proposed violation of this chapter. (Ord. 8, Series of 1992)

11-1-5: SEVERABILITY:

- (A) If for any reason any one or more sections, headings, clauses or parts of this title are held invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this title but shall be confined in its operation to the specific sections, headings, clauses or parts of this title held invalid, and the invalidity of any section, heading, clause or part of this title in any one or more instances shall not affect or prejudice in any way the validity of this title in any other instance.
- (B) If the application of any provision of these regulations to any tract of land shall be adjudged invalid, the same shall not affect, impair or invalidate these regulations or the application of any provision thereof, to any other tract of land. (Ord. 36, Series of 1979)

11-1-6: DEFINITIONS:

For the purpose of this title, the following words and phrases shall have meanings respectively ascribed to them in this section:

ALLEY: A strip of land dedicated to public use, located at the side or rear of lots and providing a secondary means of vehicular access to the property.

BICYCLEWAY: A public pathway or lane designed to be used exclusively by bicycle traffic and clearly separated from roadways and pedestrianways.

BLOCK: A parcel of land within a subdivision, generally bounded by public or private rights of way (other than alleys) or the exterior boundary or boundaries of a subdivision.

COMMISSION: The Littleton city planning commission.

COUNCIL: The Littleton city council.

CUL-DE-SAC: A short street having one end open to traffic and being terminated at the other end by a vehicular turnaround.

DEAD END STREET: A street having only one outlet for vehicular traffic which does not meet the standards or definition of cul-de-sac.

EASEMENT: A right in the public of any person, firm or corporation to use the land of another for a special purpose not inconsistent with the general property rights retained by the owner.

FLOODPLAIN¹: The relatively flat or lowland area adjoining a river, stream, watercourse, lake or other body of surface water which has been or may be covered temporarily by floodwater. For administrative purposes, the floodplain may be defined as the area that would be inundated by the base flood as delineated by the federal insurance and hazard mitigation agency, or other recognized source.

IMPROVEMENTS: Street grading, paving and curbing; fire hydrants; public and private utilities; storm sewers and drains; pedestrian and bicycle ways; crosswalks; street shade trees; if applicable, common open space; and such other improvements as may be designated by the city.

LOT: The basic land development unit, which has fixed boundaries, is not divided by any public street or alley, and, except as may be otherwise provided in the zoning title², is used or intended to be used by one principal permitted use.

LOT OF RECORD: A lot which is part of a recorded subdivision, which has been filed with the appropriate county clerk and recorder's office. For purposes of this title, the term "legally described lot" shall be deemed synonymous with the term "lot of record".

MAJOR SUBDIVISION: All those subdivisions which do not meet the requirements of a "minor subdivision" as herein defined.

MINOR SUBDIVISION: The subdivision of land into ten (10) or fewer lots, all of which abut an existing dedicated and accepted city street; and where no variance from the requirements of these regulations, the zoning title or other applicable city ordinances and resolutions is requested by the applicant.

PEDESTRIANWAY: All public or private pathway or sidewalk designed to be used exclusively by pedestrian traffic.

PLAT: A document showing the surveyed dimensions and legal description of a parcel of land; the reassemblage of parcels; or the subdivision or resubdivision of land into lots, blocks, tracts, easements and rights of way.

(A) **Final Plat:** A map and supporting materials prepared in accordance with these regulations as an instrument for recording real estate interests with the county clerk and recorder.

(B) **Preliminary Plat:** The map(s) and specified supporting materials of a proposed subdivision prepared in accordance with these regulations to permit evaluation of the proposal prior to the detailed engineering, design and preparation of the final plat.

PUBLIC HEARING: A meeting of the city council, or other duly constituted board or commission, for the purpose of hearing comments, testimony, recommendations and other responses from the applicant, city staff, and other interested parties and the general public regarding the applicant's appeal and after the public hearing, of taking action on the appeal. Notice of the time and place of such hearing shall be published at least six (6) days prior to the hearing.

PUBLIC MEETING: A regularly scheduled meeting or duly advertised special meeting of the city council, or other duly constituted board or commission, held for the purpose of conducting business.

PUBLIC WORKS: The department of public services, formerly known as the department of public works.

RESUBDIVISION: Any division of land previously subdivided or platted.

ROADWAY: That portion of a street designated for vehicular traffic; the portion between curbs or edges of pavement.

STREET: A dedicated public right of way which provides vehicular and pedestrian access to adjacent properties. This definition shall include the terms road, lane, place, avenue, drive and other similar designations.

(A) **Local (Single-Family Residential Areas):** A street which provides direct access to adjacent property, designed in a manner to prevent through traffic movements, and does not intersect major arterial streets.

(B) **Local (Multi-Family Residential, Business And Industrial Areas):** A street which provides direct access to adjacent property, designed in a manner to discourage through traffic movements, and should not intersect major arterial streets.

(C) **Collector (2 Moving Lanes):** A street which collects and distributes traffic between local streets and major arterial streets.

(D) **Arterial (4 Or 6 Moving Lanes):** A street which permits rapid and relatively unimpeded movements, connecting communities, as well as major land use elements, with one another.

(E) **Limited Access Facility:** A highway which provides rapid and unimpeded traffic movement between urban centers. Access is partially or completely controlled with primary grade separated interchanges connecting only to major arterial streets permitted.

SUBDIVIDER: Any person, group, corporation or other entity who, as owner or purchaser, or agent of such owner or purchaser, divides or proposes to divide land into lots or other tracts for the purposes of resale or development. For purposes of this title, the term "applicant" shall be deemed synonymous with the term "subdivider".

SUBDIVISION: Except as may be permitted under the subdivision exemption procedure provided in this title, the division of a parcel of land into two (2) or more lots and other tracts for the purpose of resale and/or development. This term includes resubdivision and when appropriate to the context, shall relate to the process of subdividing or to the land being subdivided. (1971 Code § 22.8; amd. Ord. 36, Series of 1979; Ord. 11, Series of 2007; Ord. 19, Series of 2012; Ord. 20, Series of 2012; Ord. 15, Series of 2016)

Chapter 2 GENERAL APPLICATION PROCEDURES

11-2-1: APPLICATION FOR SUBDIVISIONS:

For purposes of this title, an applicant filing an official subdivision application form shall be the owner(s) of the subject parcel; a purchaser of said parcel under written contract, duly executed; or by an authorized agent of the owner(s) or purchaser(s).

(A) Without limiting an applicant's right to file additional materials, the applicant shall submit an official subdivision application form provided by the planning division. An application shall not be considered officially filed until the official application form is complete, the appropriate application fee is paid and record of such payment is affixed to the application form. (Ord. 36, Series of 1979)

(B) It is the applicant's sole responsibility to provide all required information, forms, statements and fees at the time an application is filed. Incomplete application materials may cause delays in the review process. (Ord. 20, Series of 2012)

11-2-2: PROCEDURES:

Except as hereinafter provided, the following procedures shall apply to all applications filed under the provisions of this title:

- (A) Preapplication Conference: In order to properly evaluate an area proposed for subdividing, the applicant or his agent shall meet with the department of community development at a preapplication conference. Such conference shall be held for the purpose of discussing concepts, feasibility, regulations and procedures regarding the proposed subdivision. Potential applicants who desire to proceed with the filing of an official application form, shall have said form explained at the preapplication conference. (Ord. 36, Series of 1979)
- (B) Official Application Form: The official application form shall be provided by the planning division and shall contain the requirements specified in the operating standards established by the department of community development. General requirements shall include the following documents in addition to the requirements in the operating standards:
1. Name, address and telephone number of the applicant, legal property owner, engineer and/or land surveyor. Any application which is not filed by the owner or owners of the subject property shall contain a written statement that the owner or owners have no objection to the proposed subdivision. Such statement shall include the verified signature(s) of said owner or owners.
 2. A current title commitment.
 3. Name, address and telephone number of mortgages, if any, including the signature of a corporate officer and the corporation seal.
 4. Names and address of all mineral owners and lessees of mineral owners.
 5. A subdivision plat which shall include details specified in the operating standards. (Ord. 20, Series of 2012)
- (C) Application Fee: The city council shall, by resolution, establish the required application fee schedule. (Ord. 36, Series of 1979)
- (D) Referral Procedure:
1. Submission Requirements: The applicant shall submit a preliminary application to the planning division, including the preliminary plat or map, an official application form, and other materials determined by the planning division to be necessary to complete the referral review. The actual number of copies of the application materials will be determined during the preapplication conference and shall be based, in part, on the number of referral agencies which are required to review the application. One reproducible copy of the preliminary map shall also be submitted.
 2. Distribution: The preliminary application material will be distributed by the planning division to all applicable reviewing agencies in accordance with the operating standards.
 3. Responses And Revisions: The applicant shall be provided with copies of reviewing agency comments. The applicant may revise the application, as necessary, to address the reviewing agency comments prior to filing the final application. All referral agency comments and applicant responses shall be included in the final application.
- (E) Recording: All final major subdivision plats, minor subdivision plats, subdivision exemption maps, or other plat documents approved under the procedures set forth in this title, shall be recorded in the clerk and recorder's office of the appropriate county (Arapahoe, Douglas or Jefferson), at the applicant's expense. Recording shall be made by the city, if within one year following final approval by the city council, the city receives from the applicant two (2) complete reproducible mylar copies of the plat documents, including all required signatures and the applicable recording fee. Failure of the applicant to timely meet this submittal requirement shall cause the plat to become null and void and may be restored only by formal action of the applicable reviewing body unless a time extension is granted pursuant to subsection (F) of this section.
- (F) Time Extension: An extension of approval for no more than one year may be granted by the director of community development, provided a written request for extension is filed with the planning division prior to the date of expiration. (Ord. 20, Series of 2012)

Chapter 3

PROCEDURES; MAJOR SUBDIVISIONS

11-3-1: PRELIMINARY PLATTING PROCEDURES:

- (A) Preparation: The subdivider shall cause the preparation of a preliminary plat of the proposed subdivision by a registered land surveyor. The plat shall comply with the provisions of these regulations or of the ordinances of the city and state law. (1971 Code § 22.10)
- (B) Submission: The applicant shall submit the preliminary plat application pursuant to the requirements and process described in section [11-2-2](#) of this title. The application deadlines and required number of copies shall be in accordance with the operating standards as established by the department

of community development.

(C) Action On Preliminary Plat:

1. City Staff Review And Recommendation: City staff shall review the proposed preliminary plat for compliance with the provisions of this title, other applicable regulations, the comprehensive plan, existing and proposed development, and comments from affected agencies and shall frame the city staff's formal recommendation on the proposed plat. (Ord. 20, Series of 2012)
2. City Planning Commission Action: The commission shall review the preliminary plat and the city staff's report and recommendations at a regularly scheduled public meeting. The commission shall approve said plat, or approve said plat with modifications. (Ord. 20, Series of 2012; amd. Ord. 15, Series of 2016)
3. Appeal Of Commission's Action: If the commission approves the plat with modifications, the applicant may appeal the commission's action to the city council. Such appeal must be made in writing to the department of community development within ten (10) calendar days of the commission's action. The council shall receive the appeal request and shall schedule a public hearing to review the decision of the commission, approve the plat as submitted, or concur with the decision of the planning commission. (Ord. 36, Series of 1979; amd. Ord. 19, Series of 2012; Ord. 15, Series of 2016)

The department of community development shall notify the applicant of the time and place of said hearing within two (2) calendar days after the hearing is scheduled. (Ord. 36, Series of 1979)

4. Effective Time Period For Approved Preliminary Plat:

- (a) Effective Time Period: The applicant shall submit for administrative approval a final plat on all or a portion of the approved preliminary plat within twelve (12) months from the date of the planning commission's approval of said preliminary plat. (Ord. 20, Series of 2012; amd. Ord. 15, Series of 2016)
- (b) Extension Of Effective Time Period: Upon written request from the applicant, the director of community development shall grant an extension to the effective time period of an approved preliminary plat, said extension shall not exceed twelve (12) months, provided the character of the area has not changed and said plat is still in conformance with the city's comprehensive plan.
- (c) Failure To Request Extension: Failure of the applicant to submit a written request for an extension of an approved preliminary plat prior to the end of the twelve (12) month time limit shall cause said plat to become null and void. (Ord. 20, Series of 2012)
- (d) Timely Submission Of Remaining Portions Of Plat: The applicant shall submit a final plat on the remaining portions of the approved preliminary plat every twelve (12) consecutive months from the date of the last approved final plat until the entire area included in the approved preliminary plat has been completed and recorded. Failure of the applicant to submit a final plat on the remaining portion(s) of the approved preliminary plat within the twelve (12) month time limit shall cause the remaining portion(s) of the approved preliminary plat to be reviewed by the planning division for conformance with the city's comprehensive plan, changing conditions within the neighborhood and/or amendments to the provisions of this title. If amendments to the preliminary plat are deemed necessary and such amendments cannot be approved by the director of community development under the provisions of subsection [11-3-2\(C\)1](#) of this chapter, said preliminary plat shall be subject to the same review procedures as required for original approval. (Ord. 36, Series of 1979)

11-3-2: FINAL PLATTING PROCEDURES:

- (A) Preparation: The subdivider shall cause the preparation of a final plat of the proposed subdivision by a registered land surveyor. The plat shall comply with the provisions of these regulations or of the ordinances of the city and state law. (1971 Code § 22.11)
- (B) Submission: The applicant shall submit the final plat application pursuant to the requirements and process described in section [11-2-2](#) of this title. The application deadlines and required number of copies shall be in accordance with the operating standards as established by the department of community development. (Ord. 20, Series of 2012)

(C) Action On Final Plat:

1. Director Of Community Development's Action: The director of community development shall check the final plat for conformance with the approved preliminary plat and, if any, special provisions. He may approve minor modifications to the approved preliminary plat when all of the following conditions exist:

Any rearrangement of lot lines does not substantially alter the general lot and street layout of the approved preliminary plat, and remains compatible with surrounding development;

The requested modification is in compliance with the zoning and subdivision regulations of this code, and other applicable city ordinances;

The requested modification does not conflict with established policies of the department of public works or other city agency, public and private utilities, school district or recreation and park district.

- (a) Certification (Approval): If the director of community development finds that the final plat conforms with the approved preliminary plat and, if any, special provisions, and the subdivider has fulfilled all requirements of these regulations or of the ordinances of the city, then the director of community development shall certify said plat. (1971 Code § 22.11)

- (b) Modification Or Appeal: If the director of community development determines that the final plat is not in compliance with the approved preliminary plat and any provisions and/or these regulations, then the director of community development shall give written notification of this determination to the applicant, who may make all necessary changes, additions or corrections. If the applicant does not desire to make the necessary changes, the applicant may appeal the decision as provided in subsection (C)4 of this section. (Ord. 36, Series of 1979)
2. Director Of Public Works' Action: The director of public works shall check the final plat to ensure compliance with these regulations, established policies of the department of public works and other applicable city ordinances.
- (a) Certification (Approval): If the director of public works finds the final plat and required accompanying material is in compliance with accepted engineering principles, these regulations and other applicable city ordinances, then the director of public works shall certify said plat. (1971 Code § 22.11)
- (b) Modification Or Appeal: If the director of public works determines that the affidavits, offers of dedication, survey data or other requirements necessary to ensure compliance with these regulations and accepted engineering principles are inadequate, then the director of public works shall give written notification of this determination to the applicant, who may make all necessary changes, additions or corrections. If the applicant does not desire to make the necessary changes, the applicant may appeal this decision as provided in subsection (C)4 of this section.
3. Approval Of Final Plats: If the director of community development and the director of public works certify that a final plat is in compliance with the approved preliminary plat, accepted engineering principles, and the ordinances of the city, and the plat is approved as to form by the city attorney, said plat shall be submitted to the city council for final approval.
4. Appeal Of Administrative Action: The applicant may appeal to the council the action of the director of community development or the director of public works on the final plat. Such appeal must be made in writing, specifying the grounds on which the appeal is being made, to the director of community development within ten (10) days of the administrative action. The council shall receive the appeal request and schedule a public hearing to review the decision of the administration. The council may approve the plat as submitted, or may affirm the decision of the director of community development or the director of public works, or make such changes as are in conformance with this code. The department of community development shall notify the applicant of the time and place of the hearing within two (2) calendar days after the hearing is scheduled. (Ord. 20, Series of 2012)

Chapter 4

PROCEDURES; MINOR SUBDIVISIONS

11-4-1: MINOR SUBDIVISIONS:

- (A) Any subdivision of land which complies with all of the following requirements as herein defined shall be processed within the provisions of this chapter.
1. The proposed plat shall contain ten (10) or fewer lots;
 2. All lots must abut a dedicated and accepted city street;
 3. The proposed plat shall meet the minimum requirements of the subdivision regulations and zoning regulations. (Ord. 20, Series of 2012)
- (B) Any proposed subdivision which does not comply with all of the requirements as defined hereinabove, shall be considered a major subdivision and must be processed in compliance with [chapter 3](#) of this title. (Ord. 36, Series of 1979)

11-4-2: PRELIMINARY AND FINAL PLATTING PROCEDURES:

- (A) Preparation: The subdivider shall cause the preparation of a preliminary and final plat of the proposed subdivision by a registered land surveyor. The plat shall comply with the provisions of these regulations, and other ordinances of the city and state law.
- (B) Submission: The applicant shall submit the preliminary plat application pursuant to the requirements and process described in section [11-2-2](#) of this title. The application deadlines and required number of copies shall be in accordance with the operating standards as established by the department of community development.
- (C) Action On The Preliminary And Final Plats:
1. City Staff Review And Recommendation: City staff shall review the proposed preliminary plat and final plat for compliance with the provisions of this title, other applicable regulations, the comprehensive plan, existing and proposed development, and comments from affected agencies and shall frame the city staff's formal recommendation on the proposed final plat.
 2. Appeal Of Staff's Recommendation: If the staff approves the plat with modifications, the applicant may appeal to the city council the staff's decision. Such appeal must be made in writing to the department of community development within ten (10) calendar days of the staff's decision. The council shall receive the appeal request and shall schedule a public hearing to review the decision, approve the plat as submitted, or concur

with the decision of city staff. The department of community development shall notify the applicant of the time and place of said hearing within two (2) calendar days after the hearing is scheduled. (Ord. 20, Series of 2012)

3. City Council Action: If the director of community development and the director of public works certify that the final plat is in compliance with the accepted engineering principles, and the ordinances of the city, and the plat is approved as to form by the city attorney, said plat shall be submitted to city council for final approval. The Littleton city planning commission shall receive a report on all final plats approved by the Littleton city council. (Ord. 20, Series of 2012; amd. Ord. 15, Series of 2016)

Chapter 5 PLAT DETAILS

11-5-1: SUBDIVISION PLATS:

- (A) Plat Preparation: The applicant shall cause the preparation of a subdivision plat on the subject property by a registered land surveyor. The subdivision plat shall comply with the detailed application form, the regulations as set forth herein or of the ordinances of the City and State law.
- (B) Plat Requirements: Without limiting an applicant's right to file additional materials, the following subdivision plat details shall apply to all applications for subdivisions:
1. Name of proposed subdivision.
 2. Name, address and telephone number of the applicant, legal property owner(s) and the designer, surveyor and/or engineer; the name and address of the owner(s) of subsurface mineral estates, including mineral lessees, if any.
 3. Metes and bounds legal description including monumentation certified by a registered land surveyor, and the total number of acres to be subdivided shall be shown.
 4. North point with written and graphic indication of the scale.
 5. Location map showing the subject site, streets, street names, schools, parks, railroads, public transit facilities, other identifying features of the area and any other public facilities within one-half ($1/2$) mile from the proposed subdivision.
 6. Existing and proposed contours, width and direction of flow of all watercourses and any area inundated by the 100-year frequency flood.
 7. The plat shall show all adjacent and included right-of-way locations, dimensions of proposed streets, with delineation of proposed right-of-way dedication, names of existing and proposed streets; the proposed lot layouts, lot dimensions, lot areas and lot and block numbers; adjacent and included pedestrianways; and all approximate locations of all building setback lines within and immediately adjacent to the subdivision.
 8. The names, locations and property lines of adjacent subdivisions and the owners' names, locations and property lines of abutting unplatted tracts and public lands.
 9. The existing uses on the property proposed for subdividing and all abutting property; and the building outline of all permanent structures located on the subject property which are to be retained.
 10. The location, size, type, and where applicable, grades of all adjacent and included existing utilities and easements, and all new utilities and easements proposed for subject property, including fire hydrant locations and postal facilities.
 11. Designation of existing zoning on the subject property and abutting properties.
 12. The location of bridges, culverts, catch basins and all other provisions for collecting and discharging surface and subsurface drainage.
 13. The location, area and dimensions of all parcels to be reserved for the common use of all property owners in the proposed subdivision and/or land to be dedicated for public parks, open space, schools or other public uses.
- (C) Materials Required To Accompany Subdivision Plat: A minimum of three (3) copies of the following materials shall accompany the submittal of the subdivision plat:
1. In the event a preliminary plat covers only a portion of the applicant's entire holding, a sketch of the prospective street system for the entire tract shall accompany said plat. Filing fees will not be paid on the additional area until such time that a subdivision plat is submitted for such area.
 2. If any drainageway exists within the proposed subdivision, or adjacent to said subdivision that would be affected by any additional runoff caused by the development of the proposed subdivision, the applicant shall provide a drainage plan. Such plan shall incorporate existing and future upstream development and drainageway modifications, the impact of the proposed subdivision with respect to increased runoff contribution and drainageway modification, means to minimize the additional runoff and increased flow rates, and consider immediate and future downstream implications. Such plan shall show the existing topography by dashed lines, and the approximate proposed grading shall be indicated by solid lines within the proposed subdivision.
- Should it be determined that a preliminary drainage plan is not required, the applicant shall provide a grading plan of the proposed subdivision which shall show the existing topography by dashed lines, and the approximate proposed grading shall be indicated by solid lines.

(D) Material Required To Accompany Final Plats:

1. Three (3) copies of an improvements plan which shall include, as applicable, profiles, grades, specifications, estimated construction costs, time schedule and other necessary information for the construction and installation of all improvements.
2. If there is evidence of unsuitable surface and/or subsurface soils conditions, the applicant shall provide a report, prepared by a licensed engineering geologist, which examines slope, stability and erosion characteristics, water table elevations, swelling pressure potential, bedrock depth, or other geological characteristics necessary to ensure all hazards and special precautions have been identified.
3. If the proposed subdivision is five (5) acres or larger, and there is evidence of sand, gravel, quarry aggregate or other mineral deposits underlying the subject property, the applicant shall provide a report, prepared by a licensed engineering geologist, which shall show the thickness and quality of such deposits, map the limits of the deposits, and other required information to determine the commercial value of such deposit, in accordance with State law. Note: Six (6) copies of this report shall be required.
4. One copy of the computed closure sheets for the entire subdivision.
5. Collateral, in the form of an irrevocable letter of credit and/or cash or performance bond in a form acceptable to and approved by the City Attorney, to secure to the City the actual construction and installation of all required improvements, shall be transmitted upon approval of the final plat and prior to signing said plat for recording. Such collateral shall be in the amount of one hundred twenty five percent (125%) of the estimated engineering, materials and construction costs at the projected time of installation. If the required improvements are not complete by the projected time of installation, the Director of Public Services shall review the amount of collateral and may require that the amount of collateral be revised in accordance with the then current costs of engineering, materials and construction.
6. A subdivision improvements agreement by which the applicant agrees to construct any required improvements shown on the final plat, or other agreements or contracts setting forth the plan, methods and parties responsible for the construction of said improvements. As improvements are completed, the applicant may apply for release of part or all of the deposited collateral. If the Director of Public Services determines that any such improvements are not constructed in compliance with specifications, the applicant shall be furnished with a list of specific deficiencies and the City shall withhold sufficient collateral to ensure such compliance. If the deficiencies are not brought into compliance, the City may withdraw funds from the deposit of collateral to bring the improvements into compliance.
7. Development Assurance; Common Open Space:
 - (a) Adequate assurance may be required to ensure that any common open space and/or facilities will be provided as shown on the approved subdivision plat. Such assurance may be in the form of a bond, corporate surety or other financial guarantee approved as to form by the City Attorney. The financial assurance, if required, shall be in the amount of one hundred twenty five percent (125%) of the estimated engineering, materials and construction costs at the projected time of installation. If the required improvements are not complete by the projected time of completion, the Director of Community Development shall review the amount of the financial assurance covering the incomplete improvements and may require that the amount of the assurance be revised in accordance with the then current costs of engineering, materials and construction.
 - (b) If development is proposed to occur in phases, assurances that common open spaces and/or facilities will be provided as shown on the approved subdivision plat shall stipulate that such open space and/or facilities will be completed in the same proportion as that particular phase is of the entire development.
 - (c) The requirements of this subsection are deemed separate, distinct from and are not met by the requirements for collateral to secure construction of public improvements as provided hereinabove.
8. Plat Size: The size of all final plats shall be twenty four inches by thirty six inches (24" x 36").

(E) Certificates And Statements: All subdivision plats shall have the following certificates and statements unless otherwise noted:

I, , owner, or designated agent thereto, do hereby agree to develop the above described property in accordance with the use, restrictions, and conditions contained herein, and current Ordinances, resolutions, and standards of the City of Littleton, Colorado.

Signature of Owner and/or Agent

Address

Subscribed and sworn to before me this day of , 19_.

My Commission expires , 19_.

Notary Public

Note: In circumstances where a corporation, financial institution or other business entity is initiating or has a financial interest in the proposed subdivision, an officer of the lending institution and the secretary's signatures, with the corporation seal, shall be shown on the plat.

Note: If there is to be a dedication of land for public rights of way, easements, parks, open space, schools or other public use, then the following notary's certificate and attorney's certificate shall be placed on the plat.

STATE OF COLORADO)

)

COUNTY OF ARAPAHOE)

The foregoing dedication was acknowledged before me this day of , 19_ by for .

Witness my hand and Official Seal

*Notary Public
My Commission expires .*

(Ord. 36, Series of 1979)

ATTORNEY'S CERTIFICATE

I, , an attorney at law duly licensed to practice before Courts of Record of the State of Colorado do hereby certify that I have examined the title of all lands herein dedicated and shown upon the within plat as public ways, easements and/or Public Land dedication to fulfill the provisions of [Chapter 8](#) of the Littleton City Subdivision Regulations, and the title of such lands being dedicated is free and clear of all liens and encumbrances.

Dated this day of , 19_.

Attorney at Law Registration No.

I, , a registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented herein was made under my supervision and the monuments shown thereon actually exist, and the plat accurately represents said survey.

Name, address, L.S. No.

APPROVED AS TO FORM:

Littleton City Attorney

Approved this day of , 19_ by the Littleton City Planning Commission.

*Chairman
ATTEST:*

Commission Secretary

Approved this day of , 19_ by the Director of Community Development.

Director of Community Development

Approved this day of , 19_ by the Director of Public Services.

Director of Public Services

Approved this day of , 19_ by the Littleton City Council.

*/s/ Sally Parsons
Council President*

Attest:

City Clerk

(Ord. 36, Series of 1979; amd. Ord. 19, Series of 2012; Ord. 15, Series of 2016)

CLERK AND RECORDER'S CERTIFICATE

This document was filed for records in the office of the County Clerk and Recorder of County at m. on the day of A.D., 19_ in Book , Page , Map , Reception No. .

County Clerk and Recorder

by:

Deputy

(Ord. 36, Series of 1979)

Chapter 6

DESIGN STANDARDS

11-6-1: GENERAL REQUIREMENTS:

Planning, layout and design of a subdivision are of the utmost concern. The residents must have available to them within the area safe and convenient movement to points of destination or collection. Modes of travel to achieve this objective should not conflict with each other or abutting land uses. Lots and blocks should provide desirable settings for the buildings that are to be constructed, make use of natural contours and protect the view, afford privacy for the residents and protection from adverse noise and vehicular traffic. Natural features and vegetation of the area must be preserved if at all possible. Schools, parks, churches and other community facilities should be planned for as an integral part of the area.

(A) Names Of Subdivisions: The name of a subdivision shall not duplicate or closely duplicate that of any existing subdivision within the Arapahoe County area.

(B) Uninhabitable Land: Land which is deemed to be uninhabitable because of the flooding, inadequate drainage, or excessive grades shall not be subdivided for any use which may increase danger to health, life or property or aggravate flood or other hazards. Such lands within a subdivision may be set aside for approved uses which will remedy the condition or conditions.

(C) Regulatory Considerations: When designing a subdivision, full compliance with the zoning regulations¹ of the City shall be required with particular attention given to the zone district in which the proposed subdivision is located. (1971 Code, sec. 22.17)

11-6-2: GRAPHIC PRESENTATION:

(A) Blocks:

1. The lengths, widths and shapes of blocks shall be determined with due regard to:
 - (a) Provision of adequate building sites suitable to the special needs of the type of use contemplated;
 - (b) Zoning requirements as to lot sizes and dimensions;
 - (c) Needs for convenient and emergency access, circulation and traffic safety; and
 - (d) Limitations and opportunities of topography.
2. Pedestrian access shall be required to provide links to neighborhood schools, playgrounds, shopping centers, and other community facilities where such facilities exist within reasonable walking distance of the subdivision.

(B) Lots:

1. The lot size, width, depth, shape and orientation shall be appropriate for the type of development and use contemplated.
2. Residential lot dimensions shall conform to at least the minimum requirements of the zoning regulations of this Code.
3. Depth and width of properties shall be adequate to provide for the necessary private service and parking facilities required by the type of use and development contemplated. (1971 Code, sec. 22.18)
4. (Rep. by Ord. 21, Series of 1996)
5. Corner lots for residential use shall have extra width to permit appropriate building setback from and orientation to both roads. (1971 Code, sec. 22.18)
6. (Rep. by Ord. 21, Series of 1996)
7. Each lot shall be provided with a minimum frontage on an approved public or private street as specified in the zoning regulations. The feasibility of a suitable driveway from the adjacent street to a usable building area on each site must be demonstrated for each lot.
8. Double frontage and reverse frontage lots shall be avoided except where essential to provide separation of residential development from arterials and limited access facilities or to overcome specific disadvantages of topography and orientation. A planting screen easement of at least ten feet (10') in width and across which there shall be no vehicular right of access may be required along the rear property line of lots abutting such traffic artery or other disadvantageous use. (1971 Code, sec. 22.18)

11-6-3: STREET STANDARDS:

- (A) **Street Systems:** Street systems are to be laid out, designed and constructed in accordance with standards specified by the Director of Public Works. The following standards are only minimums and are designed to provide general guidelines to the subdivider.
- (B) **Street Names:** Streets that are extensions of, or obviously in alignment with, existing named streets shall bear the names of the existing streets. Street names shall be subject to the approval of the Department of Community Development.
- (C) **Street Layout:**
1. Layout shall be considered in relation to existing and planned future streets, topographical conditions, soil conditions, particularly considering drainage and erosion factors, to public convenience and safety, to aesthetics and in their appropriate relation to the proposed use of the land to be served.
 2. When any part of a collector, arterial or limited access facility, indicated as such on the transportation plan of the City, passes through a proposed subdivision, such part shall be dedicated in the location and at the width indicated on the plan.
 3. The dedication of a half street shall not be accepted unless:
 - (a) The subdivider obtains for the City a dedication from the abutting landowner of the other one-half ($\frac{1}{2}$) of the street; and
 - (b) The subdivider obtains from the said abutting landowner an agreement in a form satisfactory to the City Attorney which guarantees the cost of the improvements and construction of the same on the half street within a time suitable to the Director of Public Works; and
 - (c) The subdivider guarantees the construction of the improvements on the half street which he is dedicating; or
 - (d) Any other similar arrangement recommended by the Director of Public Works and approved by the City Council.
 4. Right angle intersections shall be used whenever practicable.
 5. Intersecting collector and local streets shall not empty into the same side of an arterial street at intervals of less than eight hundred feet (800').
 6. Local and collector streets shall be laid out so that their use by major through traffic will be discouraged.
 7. When a subdivision abuts and controls access to public lands or existing streets, access shall be provided in the form required by the public agency involved. When a subdivision abuts private lands, the City may require the developer to provide access thereto.
 8. Reserve strips controlling access to public streets shall be prohibited except where their ownership is given to the public agency having jurisdiction and where agreed to by that public agency. In general, reserve strips in the form of one-foot outlets are required to control access on perimeter and stub streets.
 9. Alleys open at both ends may be required in commercial and industrial districts.
 10. Where railroad crossings are proposed or are affected, provisions for grade separations, buffer strips and safety protection devices shall be provided by the applicant as required. Obtaining approval from the affected railroad company and the Colorado Public Utilities Commission where applicable shall be the applicant's responsibility.
 11. Streets which are stub streets designated to provide future connection with adjacent unplatted land shall be provided with a temporary turnaround at the stub end. (1971 Code, sec. 22.19)
 12. Cul-de-sac streets are intended to serve only those dwelling units to which direct access is provided and shall have a turnaround with a minimum radius of fifty feet (50') at the closed end. The length of a cul-de-sac street shall be based on the maximum permissible traffic volume (as determined by the City's Traffic Engineer); and on emergency vehicle access (as determined by the City's Fire and Police Departments). Cul-de-sac streets may be permitted due to limitations caused by topography, drainageways or other physical site conditions, and where an alternative means of connection with adjacent neighborhoods is provided, such as pedestrian paths. In the event the cul-de-sac drains into the closed end, storm sewers or other drainage structures shall be required to dispose of storm water satisfactorily. (Ord. 21, Series of 1996)
 13. Street curb intersections shall be rounded by a tangential arc with a minimum radius of twenty feet (20') for single-family local residential streets and cul-de-sacs, and thirty feet (30') for intersections including multi-family residential, business, industrial, collector and arterial streets. Corresponding radii for property lines shall be rounded by a tangential arc having the same center as the arc of the curb intersections. (1971 Code, sec. 22.19)
 14. All changes in street bearings shall be connected with curves tangent to the bearing at both ends. (Ord. 21, Series of 1996)
 15. When a subdivision abuts or contains an existing or proposed freeway or major arterial, restriction of access may require the platting of a frontage road and/or a visual screen planting easement.
 16. Where vertical curbs with separated sidewalks are required, the planting area or that unpaved portion of the right of way between the curb and the sidewalk shall be landscaped and maintained by the abutting property owners. Landscaping shall normally be limited to sodding or seeding, except that trees, shrubs or other plant materials may be used subject to City approval of the location and species of planting materials to be installed.
- (D) **Private Streets:** The use of private streets will be limited and is permitted only upon approval of the plan by the City Council. Private streets shall be confined to closed loops and dead-end streets not to be used for the convenience or safety of the general public.

(E) Design Criteria:

1. Street design shall be in conformance with the following drawings and table of street design criteria and according to the proposed vehicular demands imposed by the development.
2. The use of a particular street classification shall be considered sufficient only when such choice is certified by the Director of Public Works.
3. In no case shall street grades exceed four percent (4%) within one hundred feet (100') from an intersection.

STANDARDS FOR LOCAL STREETS
(Single-Family Residential Areas)

FUNCTION

- (A) Local streets provide direct access to adjacent property.
 (B) All traffic carried by local streets should have an origin or a designation within the neighborhood.

RIGHT-OF-WAY WIDTH

50 feet.

NUMBER OF MOVING LANES

Two.

ACCESS CONDITIONS

Intersections are at grade with direct access to abutting property.

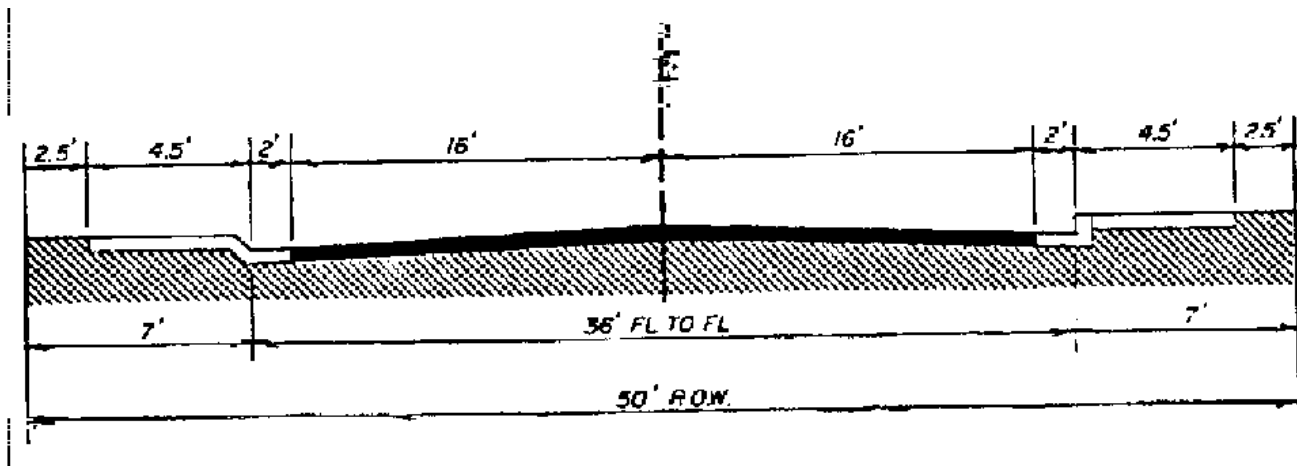
TRAFFIC CHARACTERISTICS

- (A) Direct access to residential properties is by way of curb cuts or drive-over curbs.
 (B) Parking is normally allowed on both sides of the street.

PLANNING CHARACTERISTICS

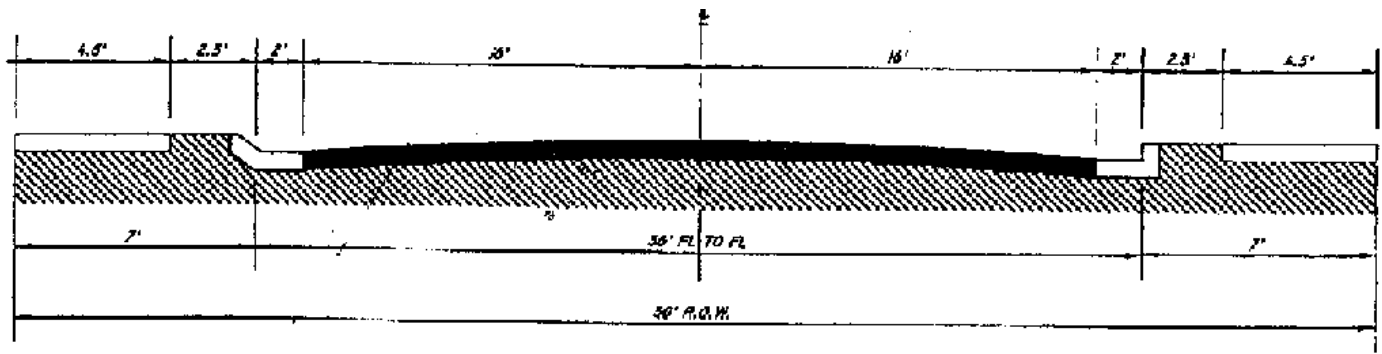
- (A) Local streets should be designed to prevent through traffic from moving through the neighborhood.
 (B) Local streets should not intersect arterial streets.
 (C) Designated bikeways are not required. (1971 Code, sec. 22.19)
 (D) Attached or detached sidewalks are permitted in conformance with the following drawings: (Ord. 26, Series of 2000)

LOCAL STREETS
SINGLE FAMILY RESIDENTIAL AREAS



(1971 Code, sec. 22.19)

LOCAL STREETS
SINGLE FAMILY RESIDENTIAL AREAS



(Ord. 26, Series of 2000)

STANDARDS FOR LOCAL STREETS (Cul-De-Sacs)

FUNCTION

- (A) Cul-de-sacs provide direct access to adjacent property.
- (B) All traffic carried by cul-de-sacs shall have an origin or a destination within the neighborhood.

RIGHT-OF-WAY WIDTH

50 feet.

NUMBER OF MOVING LANES

Two.

ACCESS CONDITIONS

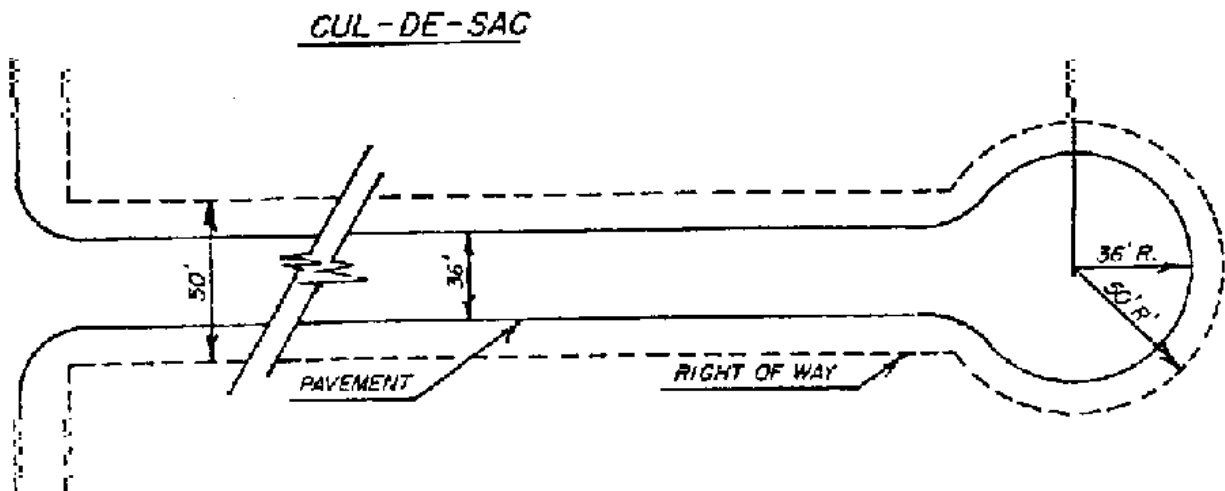
Intersections are at grade with direct access to abutting property.

TRAFFIC CHARACTERISTICS

- (A) Direct access to residential properties is by way of curb cuts or drive-over curbs.
- (B) Parking is normally allowed on both sides of the street, although may be prohibited within the circular portion if minimum.

PLANNED CHARACTERISTICS

- (A) Cul-de-sacs shall not intersect arterial streets.
- (B) Designated bikeways are not required. (1971 Code, sec. 22.19)



(1971 Code, sec. 22.19; amd. Ord. 21, Series of 1996)

STANDARDS FOR LOCAL STREETS (Multiple-Family Residential, Business And Industrial Areas)

FUNCTION

- (A) Local streets provide direct access to adjacent property.
 (B) All traffic carried by local streets should have an origin or a destination within the immediate area.

RIGHT-OF-WAY WIDTH

60 feet.

NUMBER OF MOVING LANES

Two.

ACCESS CONDITIONS

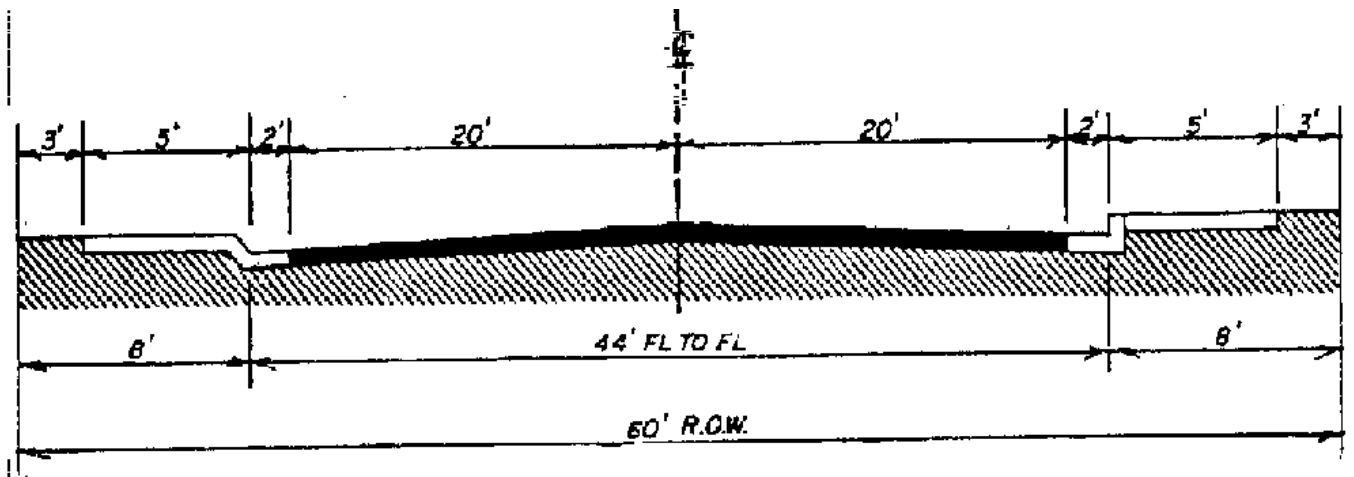
Intersections are at grade with direct access to abutting property permitted.

TRAFFIC CHARACTERISTICS

- (A) Traffic and access requirements in these areas may require special design considerations for wider sidewalks and special curb cut designs, etc.
 (B) Parking is normally allowed on both sides of streets.

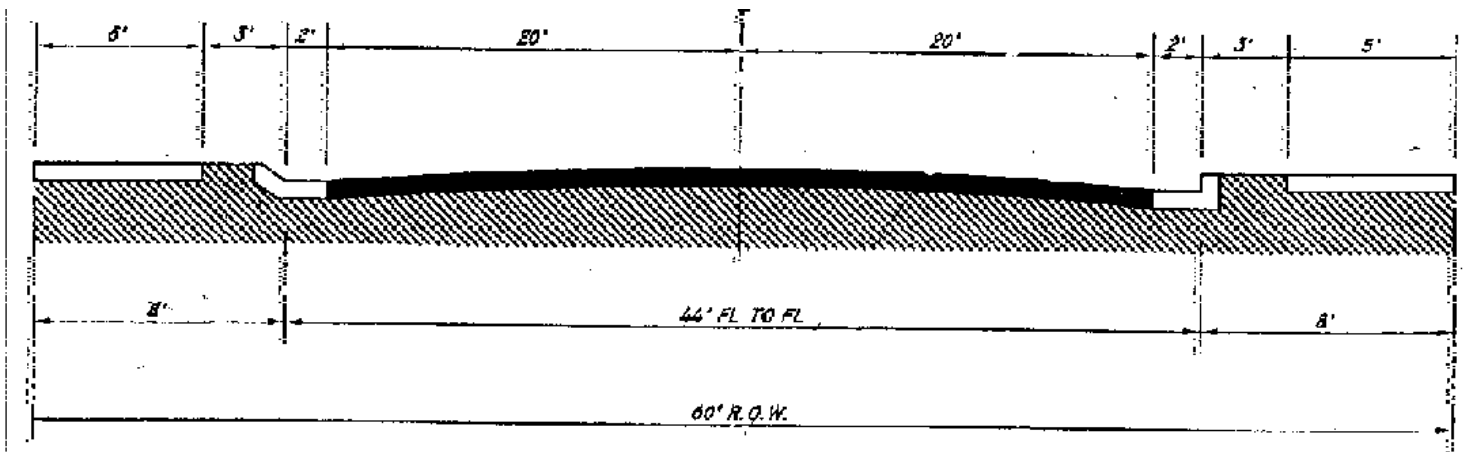
PLANNING CHARACTERISTICS

- (A) Local streets should be designed to discourage through traffic from moving through these areas.
 (B) Local streets should not intersect arterial streets.
 (C) Designated bikeways are not required. (1971 Code, sec. 22.19)
 (D) Attached or detached sidewalks are permitted in conformance with the following drawings: (Ord. 26, Series of 2000)

LOCAL STREETSMULTIPLE FAMILY RESIDENTIAL, BUSINESS, AND INDUSTRIAL AREAS

(1971 Code, sec. 22.19)

LOCAL STREETSMULTIPLE FAMILY RESIDENTIAL, BUSINESS, AND INDUSTRIAL AREAS



(Ord. 26, Series of 2000)

STANDARDS FOR COLLECTOR STREETS

FUNCTION

- (A) Collector streets collect and distribute traffic between major arterial and local streets.
- (B) Collector streets serve as main connectors within communities, linking one neighborhood with another or one industrial district with another.

- (C) All traffic carried by collector streets should have an origin or a destination within the community.

RIGHT-OF-WAY WIDTH

70 feet

NUMBER OF MOVING LANES

Two

ACCESS CONDITIONS

Intersections are at grade with direct access to abutting property permitted.

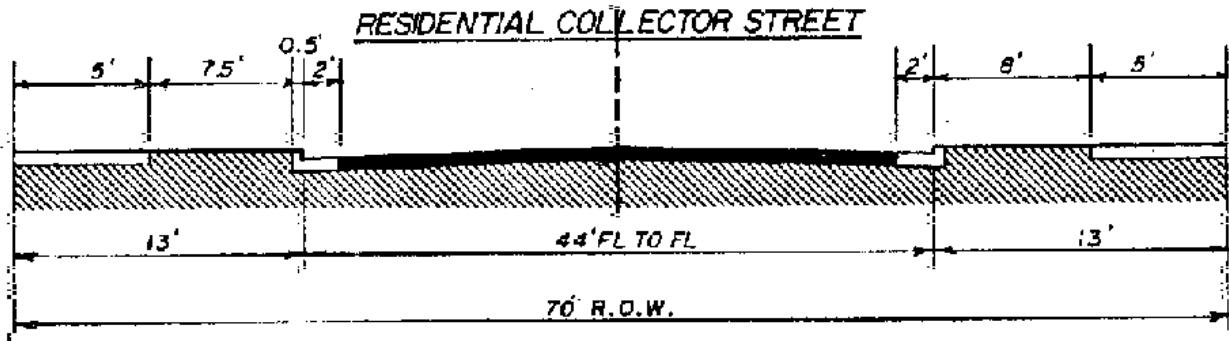
TRAFFIC CHARACTERISTICS

Regulation of traffic between collector streets and other types of streets is accomplished by traffic control devices.

PLANNING CHARACTERISTICS

- (A) Collector streets should have continuity throughout a neighborhood or industrial district but need not extend beyond the neighborhood or industrial district. Maximum length should not exceed three (3) miles.
- (B) Intersections with arterial streets should be at least one-quarter ($\frac{1}{4}$) mile apart.
- (C) Sidewalks should be set back from the street.

- (D) Designated bikeways may be required in lieu of parking on one side.



STANDARDS FOR ARTERIAL STREETS

FUNCTION

Arterial streets permit rapid and relatively unimpeded traffic movement throughout the City, connecting major land use elements as well as communities with one another.

RIGHT-OF-WAY WIDTH

(A) Secondary Arterials -- 100 feet

(B) Primary Arterials -- 120 feet

NUMBER OF MOVING LANES

(A) Secondary Arterials -- Four

(B) Primary Arterials -- Six

ACCESS CONDITIONS

(A) Intersections will generally be at grade.

(B) Intersections will normally not be permitted at intervals less than one-quarter ($\frac{1}{4}$) mile.

(C) Normally, abutting properties and local streets will not be allowed indiscriminate direct access to the street.

TRAFFIC CHARACTERISTICS

(A) Regulation of traffic shall be accomplished by traffic control devices and channelization.

(B) Parking shall be prohibited.

(C) Roadways shall have a median strip between them.

PLANNING CHARACTERISTICS

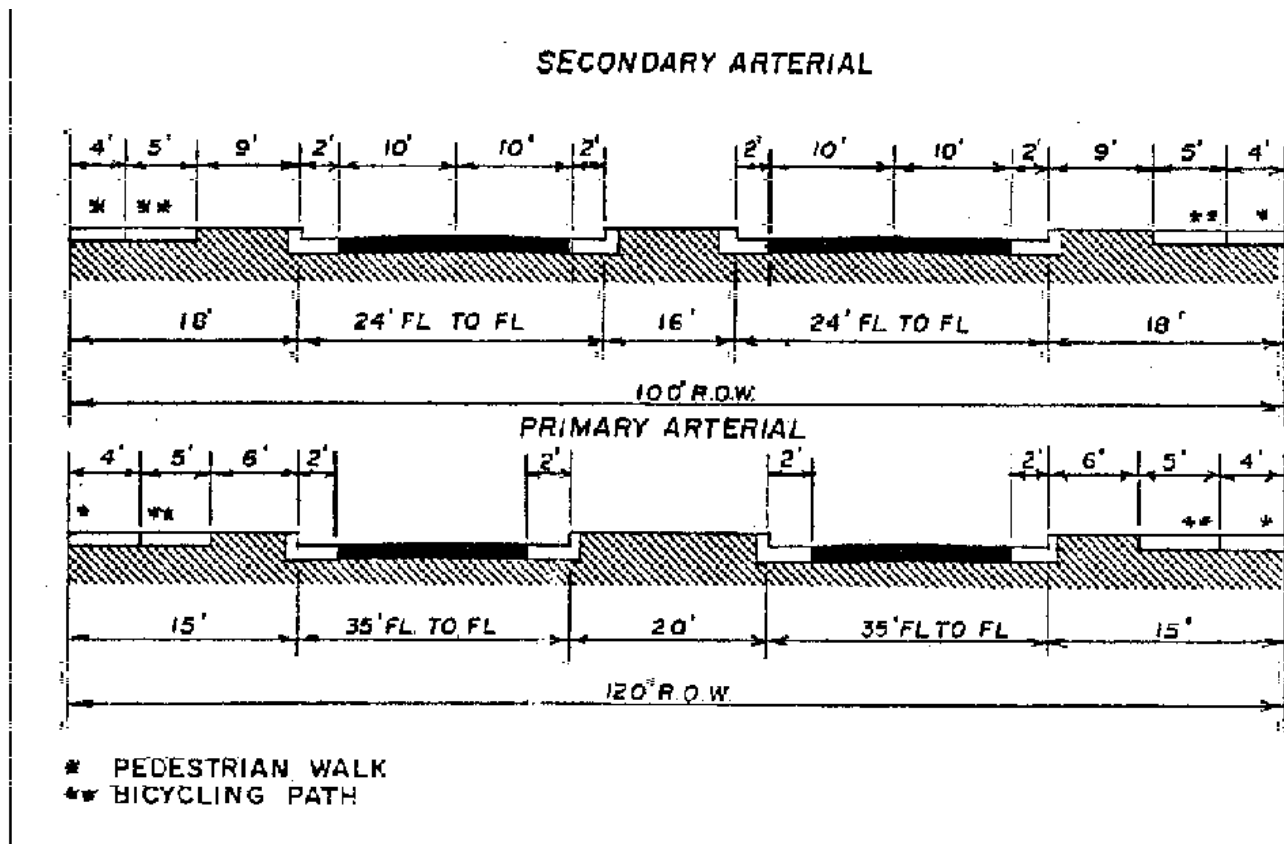
(A) Secondary arterial streets should traverse the entire City while primary arterials should, additionally, have continuity through the County and metropolitan area.

(B) Arterial streets should not bisect neighborhoods but should act as boundaries between them.

(C) Sidewalks should be set back from the street.

(D) Abutting properties should not face on the roadway unless separated from it by a frontage road.

(E) Bikeways, adjacent to sidewalks and set back from the street, may be required on both sides of arterial streets.



STANDARDS FOR LIMITED ACCESS FACILITIES

FUNCTION

Limited access facilities permit rapid and unimpeded movement of traffic through and around the City.

RIGHT-OF-WAY WIDTH

150-400 feet

NUMBER OF MOVING LANES

Four to eight

ACCESS CONDITIONS

(A) Expressways:

1. Access partially or fully controlled.
2. Grade separations at major intersections.

(B) Freeway:

1. Access shall be completely controlled.
2. Interchanges shall be made with arterial street and limited access facilities only.
3. No intersections at grade shall be permitted.

TRAFFIC CHARACTERISTICS

(A) No traffic signals except for at-grade expressway intersections.

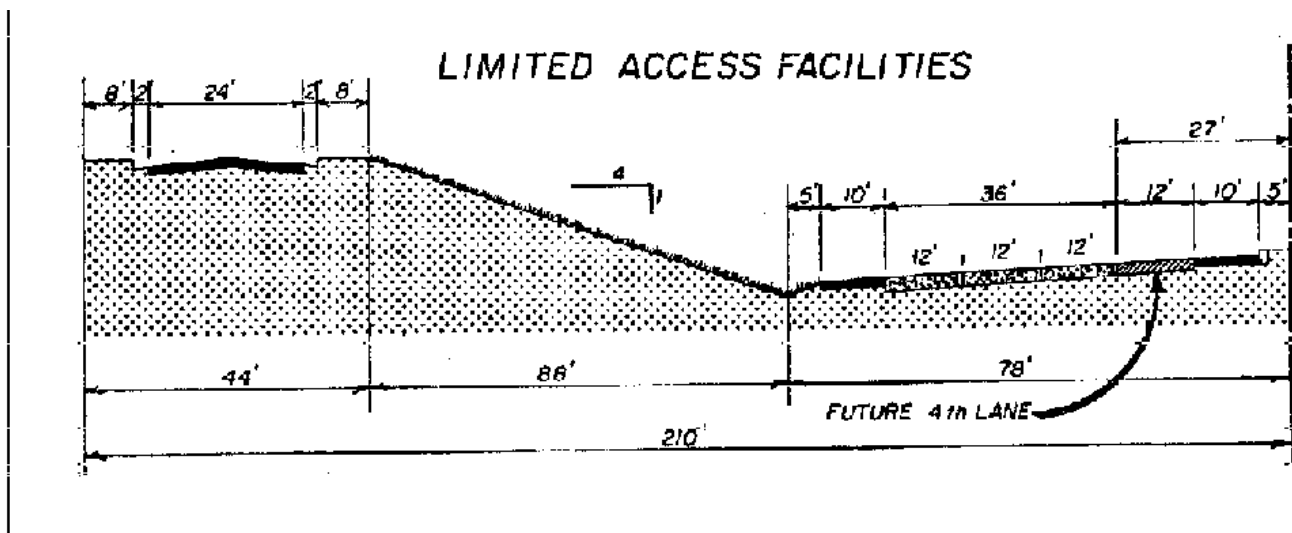
(B) Parking prohibited.

(C) Two (2) separate one-way roadways with a dividing median strip.

PLANNING CHARACTERISTICS

- (A) Limited access facilities should connect with main highways approaching and leaving the City from all directions.
- (B) Limited access facilities should be so aligned as to serve the major traffic generators within the City such as the C.B.D., major industrial areas, regional shopping centers, etc.
- (C) Limited access facilities should not bisect neighborhoods or communities but should act as boundaries between them.
- (D) Added right of way is provided for landscaping, grass planting, added safety and the more generous designs of evolving national policy.

(E) Where desirable, consideration in design should be given to combined use by public transportation vehicles.



(F) Street improvements:

1. Paving in accordance with current department of public works standards is required for all public or private streets.
2. Roadways, curb and gutter, and sidewalks are required as specified in current department of public works standards.
3. All proposed intersections with state highways will require approval of the Colorado state highway department.
4. Roadway drainage structures such as bridges, culverts, cross pans, inlets, curbs and gutters are to be provided as required and in conformance with current department of public works standards.

(G) Business and industrial subdivisions:

1. Service access and parking for the uses proposed as required in the zoning regulations shall be provided.
2. Access openings to major public roads shall be kept to an absolute minimum to avoid impeding the roadway traffic and safety.

(H) Curbs, gutters and sidewalks: Sidewalks and curbs and gutters shall be constructed in accordance with department of public works specifications.

- (I) Pedestrian and bikeway facilities: Trail or walkway systems or links are to be provided, where feasible, to schools, shopping areas, parks, greenbelts and other facilities as necessary. Trail systems and walkways through open space areas are encouraged as an alternate to pedestrian sidewalk requirements and may be used upon approval by the city providing the following criteria are met:
1. The system provides at least the same level of service as would the applicable sidewalk requirement.
 2. Easements or open ways are platted and dedicated for the system.
 3. Trails and walkways are either paved, treated or constructed from selected material to provide a suitable all weather surface that is easily maintained. The type of construction shall be compatible with the anticipated use.
 4. A perpetual association or corporation or other suitable means is established for maintenance.
 5. Unsafe road crossing locations shall be avoided. Special structures and/or traffic control devices may be required at road crossings for safety.
 6. Facilities closely paralleling major roadways shall be avoided.
- (J) Fire lanes: Fire lanes shall be required where necessary to protect the area during the period of development and when developed, an easement therefor shall be dedicated, be twenty feet (20') in width and remain free of obstructions, be of adequate load construction and provide access at all times. (1971 Code, sec. 22.19)

11-6-4: STORM DRAINAGE; EROSION AND SEDIMENT CONTROL:

- (A) Storm Drainage: Facilities for storm water detention or retention shall be constructed by the owner and at the owner's sole expense as required by [title 7, chapter 7](#) of this code. (Ord. 5, Series of 1985)
- (B) Erosion And Sediment Control: In addition to permanent measures which shall be required for erosion and sediment control, temporary erosion and sediment control measures shall also be required and provided by the owner during any grading or construction operations. The owner shall at all times and during all phases of work, be responsible for the protection and maintenance of all existing drainage facilities, including streets, and for the protection of upslope, downslope, and adjacent properties. Construction of the required permanent sediment and erosion control structures or measures shall be completed as soon as possible after the beginning of the construction process. Inlets for drainage structures are to be protected from sediment deposition. Guidelines and regulations shall be adopted or prepared by the director of public services or his designee for purposes of providing for procedures for review of plans and to provide for design criteria for erosion and sediment control facilities or measures. Such criteria shall be made a part of the city's storm drainage design and technical criteria as such is authorized in [title 7, chapter 7](#) of this code and shall be drafted so as to provide the public with reasonable protection from erosion and sediment deposition. The performance guarantee, in addition to guaranteeing other required on or off site improvements, shall include specific provisions for guaranteeing both permanent and temporary erosion and sediment control facilities or measures. (Ord. 64, Series of 1986)
1. Temporary and permanent erosion and sediment control facilities or measures and the regulations for such authorized herein shall not only apply to subdivisions, but shall also apply to all subdivision exemptions, planned development districts, planned development overlays and site plans, or manmade construction or demolition activities that result in land disturbance of equal to or greater than one acre, or less than one acre of total land area that is part of a larger common plan of development or sale, if the larger common plan will ultimately disturb equal to or greater than one acre, except agricultural activities. (Ord. 30, Series of 2005)

11-6-5: UTILITIES:

(A) General Criteria:

1. Existing and proposed telephone, cable television, electric, gas and other similar utility lines and services shall be placed underground in locations approved by the director of public services except where this requirement is in conflict with the requirements of public and private utility companies or other regulatory agencies. Transformers, switching boxes, terminal boxes, metering, roadway lighting, traffic signal devices, gas regulators, compressor stations or other similar facilities necessarily appurtenant to underground facilities may be placed aboveground in locations approved by the director of public services. Utility lines, as approved by the director of public services, may be placed either within public road rights of way within the subdivision in accordance with adopted encroachment requirements or within easements or rights of way provided for the particular facilities in accordance with the approved improvements plan. (Ord. 52, Series of 1985)
2. The subdivider shall be responsible for all construction or installation charges including those required by the agency serving utilities except those installed at the expense of the utility company involved. Utilities are subject to all other applicable city, state and federal regulations. (1971 Code § 22.21)
3. All utilities' systems and facilities, such as sewer, water, gas and electrical systems, installed in any area of special flood hazard shall be designed, located and/or constructed to eliminate damage from floodwaters. (Ord. 33, Series of 1978)
4. The director of public works may temporarily waive the underground placement requirements of this section when the owner of the proposed subdivision, on behalf of himself, his heirs, successors, and assigns, agrees by written contract or otherwise, in a form acceptable to the city attorney, to underground all required utilities in the future. The city council shall determine when the underground placement of utilities shall be required in its sole discretion. By means of example and not by means of limitation, council may consider, in establishing the future time for the underground placement of utilities, such matters as: the formation of a special improvement district to underground; and whether or not adjacent

property owners are placing utilities underground so as to achieve more cost savings as to the entire project. In those instances where the underground placement requirements of this section are temporarily waived by means of a written contract, said contract shall be recorded in the records of the county clerk and recorder and shall be deemed to be an obligation running with land. (Ord. 20, Series of 2012)

(B) Easements: New easements shall be planned so as to be free from conflicting legal encumbrances, to avoid unnecessary removal of trees or excessive excavations, and to be free from obstructions. Easements which coincide with common rear lot lines shall be at least sixteen feet (16') wide, eight feet (8') of which shall be on each side of the common rear lot lines. Where an easement abuts a rear lot line which is not the rear lot line of another lot, or which is on the perimeter of the subdivision, the easement width shall be ten feet (10') or more. Side lot easements, where necessary, shall be at least ten feet (10') in width, five feet (5') of which shall be on each side of the common side lot line. Where easements are combined with a watercourse, drainageway, channel or stream, a usable utility easement of at least ten feet (10') in width outside that required for water shall be provided if the use would be in conflict with drainage requirements. Multiple use of a given easement is encouraged. The developer is encouraged, in lieu of mechanically providing easements on each and every lot line, to propose a layout based upon a plan for providing the necessary utilities in order to reduce the number and complexity of easements. Such a proposal is subject to approval by the utility agencies involved and by the city. Easements are to be retained or, if nonexistent, provided for all existing utilities that are to remain.

(C) Availability Of Service: The subdivider must present assurances from authorized representatives of all major suppliers of utilities to the proposed subdivision that said utilities are available and will be supplied to the project.

If such services are not presently available, the subdivider shall provide a written statement from the utility company(s) involved commenting on the anticipated date service will be available. Such utilities include, but may not be limited to, water, sanitary sewer, natural gas, electricity and telephone service.

(D) Water And Sewer Mains:

1. In order to provide for the orderly construction of public improvements as areas are built and developed to avoid intermittent sections so improved or unimproved, and to promote the public health, safety and welfare, all water and sewer mains shall be installed and improved in accordance with the specifications of the city and appropriate water or sewer district.
2. All water and sewer mains shall be laid to the grades shown on the water and sewer profile and cross section plans submitted and approved and shall be inspected and checked for accuracy by the department of public works.

(E) Survey Monuments: Permanent plat boundary monuments shall be set at locations approved by the department of public works. Generally, such monuments shall be set at the surface of the ground not more than one thousand four hundred feet (1,400') apart along any straight boundary line, at all angle points, points of change in direction or change in radius of any curved boundary, and at public land corners. In addition, road centerlines shall be monumented at all intersections and dead ends with suitable markers set in concrete and encased in a lidded metal box at least 0.3 feet below the finished road surface. Road monuments are subject to approval by the department of public works.

(F) Fire Protection: Fire hydrants are to be provided in all developments served by central system and are to be separated by no more than five hundred feet (500'). (1971 Code § 22.21)

11-6-6: WAIVERS AND MODIFICATIONS:

(A) Upon written request to the department of community development by a subdivider, the city council may waive or modify the requirements of these regulations upon a finding that the requested waiver or modification meets the following criteria:

1. The granting of the waiver or change will not be detrimental to the health, safety, convenience and general welfare of the citizens of the city; and
2. The waiver or change shall not, in any manner, vary the provisions of the zoning ordinance; and
3. The waiver or change will be consistent with the goals and policies of the applicable neighborhood policy plan and the comprehensive plan of the city; and
4. The waiver or change shall not be injurious to the permitted usage of adjacent property; and
5. The waiver or change will allow conformance with existing improvements; or
6. The waiver or change will improve the design, character and quality of the new development by facilitating more efficient and economic provision of streets and utilities; and by preserving natural and scenic features of the particular site.

(B) Waivers or modifications authorized hereunder shall bind the development of the specific property regardless of any change in ownership of the property.

(C) Waivers or modifications authorized hereunder shall be indicated in written or graphic form on the final plat prior to recording the approved final plat in the office of the county clerk and recorder.

(D) No waiver or modification may be considered or granted for minor subdivisions. (Ord. 19, Series of 1978)

Chapter 7 CAPITAL FACILITY IMPACT FEE

11-7-1: PURPOSE AND LEGISLATIVE INTENT:

- (A) Purpose: The purpose of this chapter is to charge a capital facility impact fee to applicants for nonresidential and residential development in the city to fund capital improvements needed to address demand attributable to new development for fire, museum, police, facilities, library and transportation.
- (B) Legislative Intent: The city council recites the following legislative findings and statements of intent that were taken into consideration in the adoption of this chapter:
1. The capital facility impact fees collected pursuant to this chapter are not intended to fund operation, maintenance or replacement costs or otherwise fund the general costs of government.
 2. The capital facility impact fee applies regardless of the value of the property developed. The capital facility impact fee shall be imposed in addition to other fees, taxes or charges of the city. (Ord. 14, Series of 2013)
 3. The capital facility impact fee established in this chapter is based in part on the methodology in the "Impact Fee Study" prepared by BBC Research & Consulting, Inc., dated July 30, 2013, as updated by a supplemental memorandum dated June 5, 2014. (Ord. 17, Series of 2014)
 4. The city council finds that the impact fee study and this chapter establish capital facility impact fees that are generally applicable to broad classes of property; quantifies the reasonable impacts of proposed development on capital facilities; and establishes charges at a level no greater than necessary to defray such impacts directly related to proposed development.
 5. The city council intends that the capital facility impact fees collected pursuant to this chapter are to be used to fund expenditures for capital facilities attributable to new development. (Ord. 14, Series of 2013)

11-7-2: DEFINITIONS:

For purposes of this chapter the following words have the following meanings, unless the context clearly indicates otherwise:

ACCESSORY USE: Shall have the same meaning as in section [10-1-2](#) of this code.

CAPITAL FACILITY CLASSIFICATION: Each separate municipal capital facility area for which the capital facility impact fee is charged, including library, museum, facilities, police, fire and transportation.

CAPITAL FACILITY IMPACT FEE: The fee charged in accordance with this chapter.

DEVELOPMENT AND DEVELOPED PROPERTY: The construction, existence or the intensification of any structure attached to real property.

DWELLING UNIT: Shall have the same meaning as in section [10-1-2](#) of this code.

FLOOR AREA: Shall have the same meaning as in section [10-1-2](#) of this code.

MIXED USE DEVELOPMENT: Development that combines residential development and nonresidential development on the same real property.

MULTI-FAMILY RESIDENTIAL DEVELOPMENT: The principal use of developed property as a multiple-family dwelling, as that term is defined in section [10-1-2](#) of this code.

NONRESIDENTIAL DEVELOPMENT: The principal use of developed property as other than single-family residential or multi-family residential development and includes, without limitation, motels, hotels, resorts, nursing homes and bed and breakfasts.

RESIDENTIAL DEVELOPMENT: Multi-family residential development or single-family residential development.

SINGLE-FAMILY RESIDENTIAL DEVELOPMENT: The principal use of developed property as a single-family dwelling, as that term is defined in section [10-1-2](#) of this code.

UNINHABITABLE AREA: A room that has a six foot (6') or less floor to ceiling height, or a room housing mechanical or electrical equipment that serves the building, with less than three feet (3') of clearance in any dimension between the equipment (except supply and return air ducts and wiring) and the adjacent wall. (Ord. 14, Series of 2013)

11-7-3: GENERAL REGULATORY REQUIREMENTS:

(A) Capital Facility Impact Fee Payment: Any person engaged in nonresidential or residential development in the city shall pay the capital facility impact fee described in subsection (B) of this section. (Ord. 14, Series of 2013)

(B) Impact Fee Rate: Capital facility impact fees shall be assessed and collected according to the standards of this chapter and the following rates:

Use	Capital Facility Impact Fee Rate						Total
	Fire	Museum	Library	Police	Facilities	Transportation	
Residential (per dwelling unit)	\$453.00	\$515.00	\$542.00	\$319.00	\$1,550.00	\$317.00	\$3,696.00
Nonresidential (per sq. ft.)	\$0.227	\$0.00	\$0.00	\$0.160	\$0.775	\$0.784	\$1.946

(Ord. 17, Series of 2014)

(C) Capital Facility Impact Fee Timing: The capital facility impact fee prescribed by this chapter is in addition to any other fee, tax or charge required by this code or any other ordinance of the city. The capital facility impact fee shall be paid at the time of the issuance of a building permit.

(D) Capital Facility Impact Fee On Development: The capital facility impact fee shall be charged on the following types of development:

1. Nonresidential Development:

- (a) New Nonresidential Development: Any person who proposes to construct a structure in a nonresidential development shall pay the capital facility impact fee in subsection (B) of this section.
- (b) Replacing An Existing Nonresidential Structure: Any person who proposes to replace a structure in a nonresidential development shall pay the capital facility impact fee in subsection (B) of this section for the net increase in floor area.
 - (1) In calculating the capital facility impact fee, the city manager, or his designee, shall credit the nonresidential development with an amount equal to the fee that would have been charged to the existing use at the time of redevelopment.
 - A. If the credit is less than the amount of the capital facility impact fee for each capital facility classification, the applicant shall pay the difference.
 - B. If the credit is greater than the amount of the capital facility impact fee for each capital facility classification, the applicant will not be required to pay for each such capital facility classification.
 - (2) The credit prescribed by this subsection applies only to the property served and only to the capital facility impact fees owed to the city and not to other fees, taxes or charges.
 - (3) No refund for any credit prescribed by this subsection shall be paid to any person.
- (c) Additional Floor Area: Any person who proposes to add floor area to any nonresidential development shall pay the capital facility impact fee in subsection (B) of this section for the net increase in floor area for nonresidential development.
- (d) Decreased Floor Area: Any person who proposes to decrease the floor area of any nonresidential development shall be exempt from paying the capital facility impact fee in subsection (B) of this section and shall not receive any refund or credit for the decrease in floor area for nonresidential development.

2. Residential Development:

- (a) New Residential Development: Any person who proposes to construct a dwelling unit in a residential development shall pay the capital facility impact fee in subsection (B) of this section.
- (b) Increased Number Of Dwelling Units: Any person who proposes to increase the number of dwelling units of any residential development shall pay the capital facility impact fee in subsection (B) of this section for the net increase in dwelling units for residential development.
- (c) Decreased Number Of Dwelling Units: Any person who proposes to decrease the number of dwelling units of any residential development shall be exempt from paying the capital facility impact fee in subsection (B) of this section and shall not receive any refund or credit for the decrease in dwelling units for residential development.
- (d) Additions To Structures In Residential Development: An accessory building of a residential use or an addition to an existing dwelling unit, provided no additional dwelling units are created, shall be exempt from paying a capital facility impact fee.

3. Change In Use: For existing residential or nonresidential development, whenever there is a change of use classification the applicant shall pay the capital facility impact fee for the new use as described below:

- (a) Determination Of Capital Facility Impact Fee Rate For A Change Of Use: For conversions of existing floor area to different uses, the capital facility impact fee will be the difference in rate between each of the capital facility classifications for the existing use and for the proposed use as

follows:

(1) In calculating the capital facility impact fee, the city manager, or his designee, shall credit each developed property with an amount equal to the fee that would have been charged to the existing use at the time of the change in use.

A. If the credit is less than the amount of the capital facility impact fee for each capital facility classification, the applicant shall pay the difference.

B. If the credit is greater than the amount of the capital facility impact fee for each capital facility classification, the applicant shall not pay for each such capital facility classification.

(2) The credit prescribed by this subsection applies only to the property served and only to the capital facility impact fees owed to the city and not to other fees, taxes or charges.

(3) No refund for any credit prescribed by this subsection shall be paid to any person.

4. Mixed Use Development: For mixed use development, the applicant shall pay the residential rate of the capital facility impact fee for the residential development portion of the project and shall pay the nonresidential rate of the capital facility impact fee for the nonresidential development portion of the project. The provisions of this chapter applicable to residential development shall be applicable to the residential development portion of the mixed use development as if such portion of the mixed use development were solely residential development, and the provisions of this chapter applicable to nonresidential development shall be applicable to the nonresidential development portion of the mixed use development as if such portion of the mixed use development were solely nonresidential development. (Ord. 14, Series of 2013)

(E) Interpretation Of Use Classifications: The city manager, or his designee, may decide questions of interpretation of the use classification in subsection (B) of this section. This decision shall be based on precedents, similar situations, relative impacts, trip generation rates, employees per demand unit or the methodology used to create such classifications in the "Impact Fee Study" prepared by BBC Research & Consulting, Inc., dated July 30, 2013, as updated by a supplemental memorandum dated June 5, 2014. (Ord. 17, Series of 2014)

(F) Appeal: Any fee payer aggrieved by a decision of the city manager, or his designee, under this chapter may request a hearing under the procedures prescribed by [title 10, chapter 11](#), "Board Of Adjustment", of this code.

(G) Measurement Of Floor Area: No person applying for a building permit shall fail to provide the city with a floor area measurement for nonresidential development. The floor area measurement shall be signed by a professional engineer or architect licensed by the state of Colorado, or in another form acceptable to the city manager, or his designee, at the time of such application. The fee imposed by this chapter shall be apportioned according to such measurement. The rate of fee for each accessory use shall be the same as that for the principal use to which the accessory use is related.

(H) Rate At Time Of Application: The fee shall be calculated and charged at the rates in effect at the time of acceptance of a complete application for a building permit and shall be payable upon building permit issuance. (Ord. 14, Series of 2013)

11-7-4: CAPITAL FACILITY IMPACT FEE CREDIT:

(A) The city manager, or his designee, may recommend to council a capital facility impact fee credit on any of the fees imposed by this chapter if secured by a development agreement, subdivision improvement agreement or other legally binding instrument in which the owner and/or developer has agreed to make and dedicate to the city any capital improvements beyond those required by any provision of this code that would benefit the public at large to the same degree as collection of the capital facility impact fee, and that granting the credit will not result in a substantial increase in the city's costs of providing capital improvements in the future.

The amount of the credit shall be equal to the cost of such improvements to the person, as determined by the city manager, or his designee, and in no event shall the credit be greater than the amount of capital facility impact fee for each category that would be due on the property. No certificate of occupancy, temporary or otherwise, shall be issued for the property until such improvements have been completed to the satisfaction of the city manager, or his designee, and dedicated to the city, or a financial guarantee in a form allowed under subsections [11-5-1\(D\)5](#) and [\(D\)7](#) of this title or as provided in any development agreement, subdivision improvement agreement or other legally binding instrument and in an amount sufficient to secure the full costs, as determined by the city manager, or his designee, of constructing or installing the improvements, has been provided by the owner and/or developer. (Ord. 17, Series of 2014)

(B) Upon written request of the owner and/or developer, the city manager, or his designee, may grant a credit to such owner and/or developer who have paid the previous public facility fee or parks/open space fee but have not applied for a building permit. The amount of credit shall be equal to the amount expended for those fees and in no event shall the credit be greater than the amount of those fees paid previously for the property. (Ord. 14, Series of 2013)

11-7-5: CAPITAL FACILITY IMPACT FEES TO BE EARMARKED:

The city shall establish and maintain a capital facility impact fee account for each category of capital facility for which a capital facility impact fee is

imposed. Each such account must be clearly identified as to the category of capital facility for which the capital facility impact fee has been imposed.

The city shall reflect the historical allocation of the capital facility impact fee in each annual budget. The funds collected will be allocated according to the following capital facility categories: fire, museum, library, police, facilities, and transportation and shall be used exclusively for the purpose of capital improvements related to each particular category. (Ord. 14, Series of 2013)

11-7-6: CITY MANAGER RULES:

The city manager, or his designee, is authorized to adopt rules and regulations necessary in order to interpret, further define or implement the provisions of this chapter. (Ord. 14, Series of 2013)

Chapter 8 LAND RESERVATION

11-8-1: PURPOSE:

Because of unique requirements for sites for community facilities, the City retains the right to reserve lands for new public facilities and streets at sites designated for such purposes on the City's Comprehensive Plan. Such reservation may be for future public buildings, school sites, open space, parks or streets above the classification of collector. These lands will be reserved for eventual purchase by the appropriate public body in the event that the projected need for public facilities on these sites becomes a reality. (1971 Code, sec. 22.28)

11-8-2: TIME LIMITATIONS:

Lands may be reserved under the provisions of this Chapter for a period of no longer than three (3) years after the approval of a final plat which includes the affected property. Within this three (3) year period, the public body for whom the land is reserved must make a commitment for purchase or all rights to the reserved properties shall revert to the landowner. (1971 Code, sec. 22.29)

11-8-3: COMPENSATION:

All acquisition of reserved land shall be based upon the fair market value as determined by not less than two (2) independent appraisals at the time of acceptance of the final plat by the City. Taxes on reserved lands during the period of reservation shall be paid by the agency for whom the land is reserved; if such taxes are not paid by the appropriate agency, the reservation shall cease. (1971 Code, sec. 22.30)

11-8-4: USE OF LAND:

During the period of reservation, lands may be used by the landowner for any purpose not incompatible with the proposed public use and the existing zoning on the property. (1971 Code, sec. 22.31)

11-8-5: DENIAL OF PLAT:

The subdivider shall be required to designate reserved lands on all plats as land reserved for public purchase. Failure to so designate such lands shall be a basis for denial of the final plat. (1971 Code, sec. 22.32)

Chapter 9 SUBDIVISION EXEMPTION

11-9-1: PURPOSE OF CHAPTER:

It is the purpose and intent of this chapter to allow the owner or purchaser of land, or agent thereof, to divide such land into not more than two (2) parcels, which meet the requirements of the governing zone district classification, without requiring submission of a subdivision plat. Approval of a subdivision exemption shall not exempt the applicant from securing and/or providing the necessary improvements including, but not limited to,

sidewalks, curbs, gutters, street paving, storm drainage and utilities. Such land, or parcel which results from the approval of a subdivision exemption as hereinafter provided, shall not be eligible for any subsequent division under the provisions of this chapter. (Ord. 36, Series of 1979)

11-9-2: ELIGIBILITY FOR SUBDIVISION EXEMPTIONS:

The following procedures shall apply to all applications for subdivision exemptions: (Ord. 36, Series of 1979)

(A) Eligibility For Subdivision Exemptions: The owner, purchaser, or agent thereof, must verify all of the following requirements prior to the submittal of a subdivision exemption application to the department of community development:

1. A division of land must not exceed two (2) lots;
2. Such division will not violate the minimum requirements of the governing zone district classifications, the subdivision regulations and other applicable city ordinances and resolutions;
3. All lots must abut a dedicated and accepted city street;
4. The applicant must show evidence that adequate sanitary sewer facilities exist to serve the subject lots;
5. The applicant must show evidence that adequate water facilities exist to serve the subject lots. (Ord. 20, Series of 2012)

(B) Compliance: Any proposed subdivision exemption which does not comply with all of the requirements as defined hereinabove shall be considered as a minor or major subdivision as applicable. (Ord. 36, Series of 1979)

11-9-3: PROCEDURES:

(A) Preparation: The subdivider shall cause the preparation of a subdivision exemption map by a registered land surveyor. The map shall comply with the provisions of these regulations, and other ordinances of the city and state law.

(B) Submission: The applicant shall submit the application and the subdivision exemption map pursuant to the requirements and process described in section [11-2-2](#) of this title. The application deadlines, required number of copies and map details shall be in accordance with the operating standards as established by the department of community development.

(C) Administrative Action: City staff shall review the proposed subdivision exemption map for compliance with the provisions of this title, other applicable regulations, the comprehensive plan, existing and proposed development, and comments from affected agencies. City staff may approve the application, approve the application subject to modifications, or recommend the application be processed under the major or minor subdivision procedure. (Ord. 20, Series of 2012)

This roster will be posted to the online agenda packet after the meeting

(This roster is to assist City Council in weighing public opinion on this issue, to assist City Council in conducting the meeting, and generally to promote a fair and orderly hearing.) ****IN ACCORDANCE WITH RULE V(a) OF CITY COUNCIL'S LEGISLATIVE RULES INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES.**

Tuesday May 16, 2017

SUBJECT: **An ordinance on second reading to amend Title 11, Subdivision Regulations**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE ORDINANCE?	
NAME: <i>Pam Chedbourne</i> ✓ <i>5402 S. Nevada St.</i> ADDRESS:		YES	<input checked="" type="checkbox"/> NO
NAME: <i>PATRICK FITZGERALD</i> ✓ ADDRESS: <i>759 E. PHILLIPS DR., S</i>		YES	<input checked="" type="checkbox"/> NO
NAME: ADDRESS:		YES	NO
NAME: ADDRESS:		YES	NO
NAME: ADDRESS:		YES	NO
NAME: ADDRESS:		YES	NO
NAME: ADDRESS:		YES	NO

May 16, 2017

Dear City Council members, Mr. Relph, Ms. Mills, Ms. Urban, and Ms. Kuhn,

I have concerns about item 7a, Ordinance 13-2017, for your second reading and Public Hearing at tonight's City Council meeting.

I believe that the proposed language allows far more change in Littleton's built environment, through administrative approval, and without visibility to affected neighbors, than is understood at this time.

So I think a better approach is that the proposed language should be **narrowed**, and broadened later as we get experience and true need is identified. ("precautionary principle")

I am not sure how to request a Council action to modify this proposed legislation. Because I regard this as Important but less Urgent, I would **table** to a later date, to make more changes to the proposed Title 11 Chapter 9 informed by the following:

- additional statements of Purpose in 11-9-1
- added criteria and limitations in 11-9-4.

Rationale:

1. The **outcomes** of the new language for administrative approval have not been fully explored or defined.

Let's see test cases/scenarios worked out in current R-3, R-5, CA, B-2, other multi-family zone districts.

2. No comparison to administrative approval in **other jurisdictions** has provided for evaluation of the proposed changes.

Code and outcomes from other jurisdictions would provide data on real-world results from specific Code language. Again, the outcomes of the proposed changes are unclear, and potentially harmful and severe.

3. The **requirements** for administrative approval, in terms of outcomes for **adjacent property owners**, have not been specified in the proposed Code language. Including this is vital to accomplish the standards set out in Title 11.

4. At this time in Littleton's lifecycle, it seems appropriate to **limit administrative approval**, especially for subdividing, which by its nature increases density, and pressure on surrounding property owners.

This language appears to try to incorporate the 1970s objectives for administrative approval. But Littleton's future is infill redevelopment, with well-established pressures and disruptions, that can and should be mitigated by Code updates and **more** neighborhood and public visibility and input than we had in the 1970s, under a completely different development cycle in the building and business environment and different land availability in Littleton.

A couple expansions of thoughts:

To be honest, **I don't understand the outcomes possible** under this new language, and I'm not sure staff has fleshed them out either.

And I take a moment to **thank Jocelyn Mills and Anastasia Urban** for taking the time to discuss this with me today.

The risk of **unintended consequences** and **harm to current property owners** under the proposed change is high, in my opinion.

The experimental method is not appropriate with this type of huge-impact legislation. By its nature, subdivision of parcels affects homes and property ownership, which for most people in Littleton is their most significant asset and their single major investment requiring a lifetime to accomplish.

Littleton's future as of 2017 is **infill redevelopment**. By its nature, neighbors and neighborhoods are more impacted by subdividing current lots, than we were in the 1970s.

Why the same (or more) administrative approval now? Who does that serve?

Infill redevelopment by its nature impacts existing neighbors and owners. Infill redevelopment historically everywhere often stretches the rules, and often tries to get more for profit reasons, than might best fit managed and more-tempered growth, and can create all sorts of disruption, loss and harm to existing owners, residents and neighborhoods.

At this point in Littleton's redevelopment, infill redevelopment is almost all that can happen ever again. Because Littleton will have infill redevelopment going forward, wouldn't it be more appropriate to **increase public inclusion and review?**; and not codify the existing scenarios of less public input and more Administrative approval, which were appropriate for an earlier point in land use history that has now passed?

I hope you will **not pass** the ordinance in its current form, and will instead **add requirements for work:**

- to accomplish additional restrictions on administrative approval, and;
- to provide reference to actual experience in comparable jurisdictions, and;
- to provide additional demonstrations of potential outcomes in Littleton.

Thanks for your consideration of my concerns about ordinance 13-2017, proposing changes to Title 11 Chapter 9.

Pam Chadbourne
homeowner and resident, District 1
5402 S Nevada St.

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I will address problems with the proposed ordinance 13-2017, "Administrative Plats...".

I applaud the provision that once a lot has been created administratively, it cannot be re-platted except by a public process. However, I urge that such lots be prominently flagged as being ineligible for a future administrative platting or re-plat.

There is very muddy language in 11-9-4 "Criteria for Decision", paragraph B. The bad language says "Lots that are *less than 25% smaller* (italics added) in size" of an average lot on the same block face are not eligible for an admin procedure. It seems that the intent is to say admin approval cannot bless lots which are smaller than 75% of an average lot. The bad language, however, says that a proposed lot only 1% smaller than average cannot go admin.

An unwise provision in Para C of this same section 11-9-4 allows creation of a lot which does not abut a street, whereas Minor SD regs, Major SD regs, and general land design standards (Chapter 6) all require any lot to abut a street with a certain minimum frontage.

I urge Council and staff to clear up the language about lot size relative to existing lots, and to eliminate the possibility to administratively create a lot without street frontage.

Patrick Fitzgerald
At regular Council meeting
May 6, 2017



Staff Communication

7(b)

File #: Ordinance 05-2017, **Version:** 3

Agenda Date: 05/16/2017

Subject:

An ordinance on second reading for Industrial Wastewater Pretreatment code revisions

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

I move to approve an ordinance on second reading amending the city's Wastewater Utility Ordinance regarding the Industrial Pretreatment Program.

Request for continuance: The EPA did not advertise for the public hearing in a timely manner.

PROPOSED MOTION:

I moved to continue the second reading and public hearing amending the city's Wastewater Utility Ordinance regarding the Industrial Pretreatment Program to July 18, 2017 at 6:30 p.m.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 5**

4
5 **Series, 2017**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, REPEALING AND REENACTING TITLE 7,**
11 **CHAPTER 5 OF THE LITTLETON CODE PERTAINING**
12 **TO WASTEWATER TREATMENT**
13

14 **WHEREAS**, the city conducts an Industrial Pretreatment Program to control
15 industrial/commercial wastes entering the wastewater collection and treatment system; and
16

17 **WHEREAS**, the Industrial Pretreatment Program is subject to Environmental
18 Protection Agency (EPA) approval; and
19

20 **WHEREAS**, the fees associated with the services provided by the city require
21 adjustment from time to time to account for the increase in costs to provide such services; and
22

23 **WHEREAS**, Ordinance No. 20, Series of 2016 adopting the 2017 Fee Schedule
24 is hereby amended per the attached Exhibit A. Approving this ordinance will modify the 2017
25 Schedule of Fees previously adopted; and
26

27 **WHEREAS**, the Council finds and determines conformance with the EPA
28 standards is in the interest of the health, safety and welfare of the citizens.
29

30 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
31 **THE CITY OF LITTLETON, COLORADO, THAT:**
32

33 **Section 1:** Littleton City Code, Title 7, Chapter 5 is hereby repealed and
34 reenacted as follows:
35

36 **7-5-25: INDUSTRIAL PRETREATMENT PROGRAM:**

37 (A) General Provisions:

- 38 1. Purpose And Objectives: It is necessary for the health, safety and welfare of the residents of the
39 city to regulate the collection of wastewater and treatment thereof to provide for maximum
40 public benefit. This chapter sets forth uniform requirements for nondomestic contributors into
41 the wastewater collection and treatment system for the city and enables it to comply with all
42 applicable state and federal pretreatment regulations.
43

44 The objectives of the industrial pretreatment program are:

- 1 (a) To prevent the introduction of pollutants into the publicly owned treatment works (POTW) that
2 will interfere with the operation of the system or contaminate the resulting sewage sludge;
- 3 (b) To prevent the introduction of pollutants into the POTW which will pass through the system,
4 inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with
5 the system;
- 6 (c) To improve the opportunity to recycle and reclaim wastewaters and sewage sludges from the
7 system;
- 8 (d) To provide for equitable distribution among users of the cost of the POTW;
- 9 (e) To provide for and promote the general health, safety and welfare of the citizens residing within
10 the city and connecting jurisdictions;
- 11 (f) To enable the city to comply with its Colorado discharge permit system (CDPS) permit
12 conditions, sewage sludge use and disposal requirements, and any other federal or state
13 pretreatment regulations to which the POTW is subject; and
- 14 (g) To prevent adverse impacts to worker health and safety due to the discharge of pollutants from
15 industrial users.
- 16 2. Applicability: The provisions herein provide for the regulation of indirect discharge to the
17 POTW through the issuance of permits, enforcement of applicable requirements, user reporting,
18 the setting of fees for the equitable distribution of costs, and for other activities as defined in this
19 chapter. The provisions herein shall apply to users of the POTW and to persons outside the
20 POTW who are, by contract or agreement with the POTW, users of the POTW.
- 21 3. Nondomestic Users: It shall be unlawful for any user to discharge any domestic or nondomestic
22 wastewater into any natural waterway, any surface drainage, or in any area under the jurisdiction
23 of the city. No industrial wastewater shall be discharged to the POTW unless done so in
24 compliance with the provisions of this chapter.
- 25 4. Responsibility Of The City:
 - 26 (a) The city shall be responsible for the day to day administration of the industrial pretreatment
27 program and to ensure proper compliance with all local, state and federal pretreatment
28 regulations. The city may delegate specific pretreatment responsibilities to the supervisory
29 committee for the Littleton-Englewood wastewater treatment plant. THE CITY MAY
30 DELEGATE, THROUGH AGREEMENT, SPECIFIC PRETREATMENT RESPONSIBILITIES
31 TO MUNICIPALITIES OR SANITATION DISTRICTS THAT CONTRIBUTE
32 WASTEWATER TO THE LITTLETON-ENGLEWOOD WASTEWATER TREATMENT
33 PLANT.

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

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

12 (1) Prohibit the discharge of such wastewater;

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

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

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

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

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

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

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

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

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

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

7 5. Disclosure Of Information And Availability To The Public:

8 (a) All records, reports, data or other information supplied by any person or user as a result of any
9 disclosure required by this chapter or information and data from inspections shall be available for
10 public inspection except as otherwise provided in this section, 40 CFR section 403.14 and the
11 Colorado open records act¹.

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

20
21 Information designated as a trade secret pursuant to this section shall remain confidential and
22 shall not be subject to public inspection. Such information shall be available only to officers,
23 employees or authorized representatives of the city charged with implementing and enforcing the
24 provisions of this chapter and properly identified representatives of the U.S. environmental
25 protection agency and the Colorado department of public health and environment.

26
27 Effluent data from any user whether obtained by self-monitoring, monitoring by the city or
28 monitoring by any state or federal agency, shall not be considered a trade secret or otherwise
29 confidential. All such effluent data shall be available for public inspection.

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

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

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

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

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

8 ABBREVIATIONS AND ACRONYMS: The following abbreviations shall have the designated
9 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

1

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

4

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

8

9 AUTHORIZED REPRESENTATIVE OF THE INDUSTRIAL USER:

10 1. If the user is a corporation:

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

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

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

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

26 4. The individuals described in subsections 1 through 3 of this definition may designate another
27 authorized representative if the authorization is made in writing, the authorization specifies the
28 individual or a position responsible for the overall operation of the facility from which the
29 discharge originates or having overall responsibility for environmental matters for the company,
30 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 (BOD₅): 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

1 DERIVED FROM ALL MEASUREMENTS TAKEN THAT DAY.

2
3 DIRECT DISCHARGE: The discharge of treated or untreated wastewater directly to the waters
4 of the state of Colorado.

5
6 ENVIRONMENTAL PROTECTION AGENCY (EPA): The U.S. environmental protection
7 agency, or where appropriate, the term may also be used as a designation for the administrator or
8 other duly authorized official of said agency.

9
10 EXISTING SOURCE: An industrial user which is in operation at the time of promulgation of
11 federal categorical pretreatment standards and any industrial user not included in the definition
12 of "new source".

13
14 FOG (FATS, OIL AND GREASE): Nonpetroleum organic polar compounds derived from
15 animal or plant sources such as fats, nonhydrocarbons, fatty acids, soaps, waxes, and oils that
16 contain multiple carbon chain triglyceride molecules. These substances are detectable and
17 measurable using analytical procedures established in 40 CFR 136.

18
19 FOG FACILITIES: Any nondomestic dischargers located within the city's service area where
20 preparation, manufacturing, or processing of food occurs including, but not limited to,
21 restaurants, cafes, fast food outlets, pizza outlets, delicatessens, sandwich shops, coffee shops,
22 schools, nursing homes, and other facilities that prepare, service, or otherwise make foodstuff
23 available for consumption.

24
25 GRAB SAMPLE: A sample which is taken from a waste stream on a onetime basis with no
26 regard to the flow and over a period of time not to exceed fifteen (15) minutes.

27
28 GRAVITY GREASE INTERCEPTOR: A plumbing appurtenance or appliance that is installed
29 in a sanitary drainage system to intercept FOG (fats, oil and grease) from a wastewater discharge
30 and are designed for gravity separation considering calculated retention times and volumes for
31 each facility; such interceptors include baffle(s) and a minimum of two (2) compartments. This is
32 a large, inground interceptor that is generally located outside the facility.

33
34
35 HYDROMECHANICAL GREASE INTERCEPTOR: A plumbing appurtenance or appliance
36 that is installed in a sanitary drainage system to intercept FOG (fats, oil and grease) from a
37 wastewater discharge and is identified by flow rate, and separation and retention efficiency. The
38 design incorporates air entrainment, hydromechanical separation, interior baffling, and/or
39 barriers in combination or separately. This is a smaller interceptor that is generally located inside
40 the kitchen/food preparation area.

41
42 INDIRECT DISCHARGE: The introduction of pollutants into the POTW from any nondomestic
43 source regulated under section 307(b), (c) or (d) of the act.

44

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

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

7
8 INDUSTRIAL USER OR USER: ANY USER WHO INTRODUCES WASTEWATER FROM
9 INDUSTRIAL PROCESSES NOT TO INCLUDE SANITARY WASTES. THE
10 INTRODUCTION OF POLLUTANTS INTO THE POTW FROM ANY NON-DOMESTIC
11 SOURCE REGULATED UNDER SECTION 307(B), (C) OR (D) OF THE CLEAN WATER
12 ACT WHOSE DISCHARGE IS CONTROLLED UNDER THIS CHAPTER OR A SOURCE
13 OF INDIRECT DISCHARGE. INDUSTRIAL WASTES: The liquid or solid wastes from the
14 industrial manufacturing processes, trade, or business as distinct from sanitary wastewater.

15
16 INDUSTRIAL WASTEWATER PERMIT: The document or documents issued to a
17 SIGNIFICANT INDUSTRIAL User by the city in accordance with the terms of this chapter that
18 allows, limits and/or prohibits the discharge or pollutants or flow to the POTW.

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

22
23 INSTANTANEOUS LIMIT: The maximum concentration of a pollutant or measurement of a
24 pollutant property allowed to be discharged at any time.

25
26 INTERFERENCE: A discharge which, alone or in conjunction with a discharge or discharges
27 from other sources:

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

30 2. Therefore, is a cause of violation of any requirement of the POTW's CDPS permit or of the
31 prevention of sewage sludge use or disposal in compliance with any of the following
32 statutory/regulatory provisions or permits issued hereunder, or any more stringent state or local
33 regulations: section 405 of the act; the solid waste disposal act, including title II commonly
34 referred to as the resource conservation and recovery act (RCRA); any state regulations
35 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 Industrial Users 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.

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

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

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

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

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

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

14
15 **NONSIGNIFICANT INDUSTRIAL USER:** Any user which does not meet the definition of a
16 "significant industrial user", but is otherwise required by the city through permit, order or notice
17 to comply with specific provisions of this chapter and is so notified by the city.

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

27
28 **NORMAL DOMESTIC STRENGTH WASTEWATER:** Wastewater, when analyzed in
29 accordance with procedures established by the EPA pursuant to 40 CFR part 136, as amended,
30 contains no more than three hundred milligrams per liter (300 mg/l) of TSS, five hundred
31 milligrams per liter (500 mg/l) of COD, and/or two hundred milligrams per liter (200 mg/l) of
32 BOD.

33 **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS):** A STANDARD
34 USED BY FEDERAL STATISTICAL AGENCIES IN CLASSIFYING BUSINESS
35 ESTABLISHMENTS FOR THE PURPOSE OF COLLECTING, ANALYZING, AND
36 PUBLISHING STATISTICAL DATA RELATED TO THE U.S. BUSINESS ECONOMY

1 ISSUED BY THE EXECUTIVE OFFICE OF THE PRESIDENT, OFFICE OF
2 MANAGEMENT AND BUDGET, AS AMENDED.

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

8
9 **PASS-THROUGH:** A discharge which exits the POTW into waters of the United States in
10 quantities or concentrations which, alone or in conjunction with a discharge or discharges from
11 other sources, is a cause of a violation of any requirement of the POTW's CDPS permit
12 (including an increase in the magnitude or duration of a violation).

13
14 **PERSON:** Any individual, partnership, copartnership, firm, company, corporation, association,
15 joint stock company, trust, estate, governmental entity or any other legal entity, or their legal
16 representatives, agents or assigns. This definition includes all federal, state, and local
17 government entities.

18
19 **PETROLEUM OIL, GREASE AND SAND (POGS):** Any hydrocarbon or petroleum product
20 including oils and greases, and/or sand, grit, gravel or any other aggregate.

21
22 **pH:** A measure of the acidity or alkalinity of a solution, expressed in standard units (SU) and is
23 calculated by taking the logarithm of the reciprocal of the hydrogen ion concentration expressed
24 in moles per liter of solution.

25
26 **POLLUTANT:** Any dredged spoil, solids, incinerator residue, filter backwash, sewage, garbage,
27 sewage sludge, explosives, munitions, medical waste, chemical wastes, corrosive substance,
28 biological material, biological nutrient, toxic substance, radioactive material, heat, malodorous
29 substance, wrecked or discharged equipment, rock, sand, slurry, cellar dirt, untreatable waste, or
30 industrial, domestic, or agricultural wastes and certain characteristics of wastewater (e.g., pH,
31 temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor) discharged into or with water.

32
33 **POLLUTION:** The manmade or man induced alteration of the chemical, physical, biological,
34 and radiological integrity of water.

35
36 **PRETREATMENT OR TREATMENT:** The reduction of the amount of pollutant(s), the
37 elimination of pollutant(s), or the alteration of the nature of pollutant properties in wastewater
38 prior to or in lieu of discharging or otherwise introducing such pollutant(s) into a POTW. The
39 reduction or alteration can be obtained by physical, chemical or biological processes, or process
40 changes by other means, except as prohibited by subsection (C)2(a) of this section unless
41 allowed by an applicable pretreatment standard.

42
43 **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.

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.

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.

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.

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

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

6 2. Technical review criteria (TRC) violations, defined here as those in which thirty three percent
7 (33%) or more of all of the measurements for each pollutant parameter taken during a six (6)
8 month period equal or exceed the product of the numeric pretreatment standard or requirement
9 including instantaneous limits multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats,
10 oil, and grease, and 1.2 for all other pollutants except pH);

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

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

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

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

24 7. Failure to accurately report noncompliance;

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

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

31
32 **SPILL OR SLUG DISCHARGE:** Any discharge at a flow rate or concentration, which could
33 cause a violation of the prohibited discharge standards in subsection (C)1 of this section or local
34 limits specified at subsection (C)2 of this section. A spill or slug discharge is any discharge of a
35 nonroutine, episodic nature, including, but not limited to, an accidental spill or a noncustomary

1 batch discharge, which has a reasonable potential to cause interference or pass-through, or in any
2 other way violate any provision of this chapter, including discharges which exceed the hydraulic
3 and/or mechanical design of a user's treatment system.

4
5
6 STATE: State of Colorado.

7
8 STATE WATERS: Any and all surface and subsurface waters which are contained in or flow in
9 or through this state, except waters in sewage systems, waters in treatment works or disposal
10 systems, waters in potable water distribution systems, and all waters withdrawn for use until use
11 and treatment have been completed.

12
13 STORM SEWER: Publicly owned facilities by which stormwater is collected or conveyed,
14 including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs,
15 inlets, piped storm drains, pumping facilities, retention and detention basins, natural and
16 humanmade or altered drainage channels, reservoirs, and other drainage structures.

17
18 STORMWATER: Any surface flow, runoff, and drainage consisting entirely of water from any
19 form of natural precipitation and resulting from such precipitation, including snowmelt.

20
21 SUPERVISORY COMMITTEE: The committee is comprised of two (2) representatives each
22 from the city of Englewood and the city of Littleton. This committee is responsible for
23 administrative and operational oversight of the Littleton-Englewood wastewater treatment plant,
24 including implementation of the industrial pretreatment program.

25
26
27 TOXIC POLLUTANT: Any pollutant or combination of pollutants listed as toxic in regulations
28 promulgated by the administrator of the EPA under the provisions of section 307(a) of the act
29 (33 USC section 1317(a)) or as otherwise listed at 40 CFR part 122, appendix D.

30
31 WASTEWATER (SEWAGE): Liquid and water carried industrial wastes and/or sewage from
32 residential dwellings, commercial buildings, industrial and manufacturing facilities, and
33 institutions, whether treated or untreated, which are contributed to the POTW.

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

39 (C) General Wastewater Prohibitions And Limitations:

- 1 1. General And Specific Prohibitions: A user may not introduce into a POTW any pollutant(s)
2 which causes pass-through or interference. These general prohibitions and the specific
3 prohibitions of this section apply to each user introducing pollutants into a POTW whether or not
4 the user is subject to other pretreatment standards or requirements. It shall be unlawful for any
5 user to discharge or deposit or cause or allow to be discharged or deposited into the wastewater
6 treatment system of the city any wastewater which contains the following:
- 7 (a) Any "hazardous waste" as defined in 40 CFR part 261, unless specifically authorized by the
8 POTW.
- 9 (b) Any liquids, solids, or gases which by reason of their nature or quantity are, or may be,
10 sufficient either alone or by interaction with other substances to cause fire or explosion or be
11 injurious in any other way to the POTW or to the operation of the POTW. At no time shall two
12 (2) successive readings on any explosion hazard meter, at the point of discharge into the system
13 (or at any point in the system), be more than five percent (5%) nor any single reading over ten
14 percent (10%) of the lower explosive limit (LEL) of the meter. Fire or explosion hazard may also
15 be determined using flashpoint concentration, by closed cup method as specified in 40 CFR
16 section 261.21. The flashpoint shall not be less than sixty degrees Celsius (60°C) or one hundred
17 forty degrees Fahrenheit (140°F).
- 18 (c) Solid or viscous substances which may cause obstruction to the flow in a sewer or other
19 interference with the POTW.
- 20 (d) Any wastewater having a pH less than 5.0 unless the POTW is specifically designed to
21 accommodate such wastewater, or wastewater having any other corrosive property capable of
22 causing damage or hazard to structures, equipment and/or personnel of the POTW.
- 23 (e) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction
24 with other pollutants, to cause pass-through or interference.
- 25 (f) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with
26 other wastes is sufficient to prevent entry into the sewers for their maintenance and repair.
- 27 (g) Any substance which may cause the POTW's effluent or any other product of the POTW, such
28 as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the
29 reclamation process where the POTW is pursuing a reuse and reclamation program. In no case
30 shall a substance discharged to the POTW cause the POTW to be in noncompliance with the
31 sludge use or disposal criteria, guidelines, or regulations affecting sludge use or disposal.
- 32 (h) Any substance which will cause the POTW to violate its CDPS permit or the receiving water
33 quality standards.
- 34 (i) Any wastewater with objectionable color not removable in the treatment process, such as, but
35 not limited to, dye wastes and vegetable tanning solutions.

- 1 (j) Any pollutants, including oxygen demanding pollutants (BOD, etc.) which will cause pass-
2 through or interference.
- 3 (k) Radioactive wastes or isotopes of such a half-life or concentration that they do not meet limits
4 established by the city or other regulations set forth by the Colorado department of public health
5 and environment, state of Colorado, in the latest edition of "Rules And Regulations Pertaining
6 To Radiological Control", and any applicable federal regulations that may apply.
- 7 (l) Any wastewater having a temperature which will cause the temperature of the influent to the
8 wastewater treatment plant to exceed one hundred four degrees Fahrenheit (104°F) or forty
9 degrees Celsius (40°C) and/or inhibit the biological activity in the POTW.
- 10 (m) Any water or waste which contains grease or oil or any other substances that will solidify or
11 become discernibly viscous at temperatures between thirty two degrees Fahrenheit (32°F) (0°C)
12 and one hundred fifty degrees Fahrenheit (150°F) (65.5°C).
- 13 (n) Any water or waste containing free or floating oil and grease, or any discharge containing
14 animal fat or grease byproduct in excess of two hundred milligrams per liter (200 mg/l).
- 15 (o) Petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin in amounts that
16 will cause interference or pass-through.
- 17 (p) Trucked or hauled wastes or wastewater, except at locations authorized by the city, that meets
18 all standards and requirements established by the city.
- 19 (q) Waters containing solids that have not been ground or comminuted to such a degree that all
20 particles will be carried freely in suspension under conditions normally prevailing in public
21 sewers. Solid particles shall be no more than one-half inch ($\frac{1}{2}$ ") in any dimension.
- 22 (r) Ammonia nitrogen or substances readily converted thereto, in amounts that would cause or
23 contribute to pass-through or interference.
- 24 (s) Pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a
25 quantity that may cause acute worker health and safety problems.
- 26 (t) Stormwater drainage from ground, surface, roof drains, catch basins, unroofed area drains (e.g.,
27 commercial car washing facilities) or any other source unless otherwise approved by the city.
28 Specifically prohibited is the connection of roof downspouts, exterior foundation drains, areaway
29 drains, or other sources of surface runoff or ground water to a building sewer or building drain
30 which in turn is connected directly or indirectly to the city's wastewater collection system. No
31 person shall connect or discharge water from underground drains, sump pump discharges, natural
32 springs and seeps, water accumulated in excavation or grading or any other water associated with
33 construction activities.

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

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

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

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

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

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

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

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

29 (b) No significant industrial user shall discharge OR CAUSE TO BE DISCHARGED wastewater
30 that exceeds the following LOCAL limits AS SPECIFIED IN THE INDUSTRIAL
31 WASTEWATER PERMIT USING THE METHODS AND PROCEDURES PRESCRIBED IN
32 SUBSECTION (H) :

33

1

<u>Pollutant</u> ¹	<u>DAILY MAXIMUM Limit (mg/l)</u>
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

2

3 Notes:

4 1.All pollutants are to be analyzed as total.

5 2.These pollutants and limits generally apply to wastewaters from the cleanup of petroleum or
6 gasoline underground storage tanks. In addition, the pollutants may be required of other users or
7 included in permits where sampling and analysis indicate that the wastewater contains
8 concentrations of these pollutants in excess of the stated limits.

9 3.This is the sum of measured concentrations for benzene, toluene, ethylbenzene, and xylene.

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

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

4 (D) Pretreatment And Monitoring Facilities:

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

17 2. The city may require users to restrict their discharge during peak flow periods, designate that
18 certain wastewater be discharged only into specified sewers, relocate and/or consolidate points of
19 discharge, separate sewage waste streams from industrial waste streams, and such other
20 conditions as may be necessary to protect the POTW and demonstrate the user's compliance with
21 the requirements of this chapter.

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

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

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

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

- 1 7. When more than one user is able to discharge into a common service line, the city may require
2 installation of separate monitoring equipment for each user. When there is a significant
3 difference in wastewater constituents and characteristics produced by different operations of a
4 single user, the city may require that separate service lines and connections and monitoring
5 facilities be installed for each separate discharge.
- 6 8. Whether constructed on public or private property, the monitoring facilities shall be constructed
7 in accordance with the city's requirements and all applicable construction standards and
8 specifications.
- 9 9. To fulfill the purposes of this chapter, the city may order other industrial users of the city's
10 POTW to maintain records and/or install and maintain similar facilities or equipment as
11 described above.
- 12 10. Industrial users who discharge process wastewaters determined by the city to contain pollutants
13 necessitating continuous pH measurement to demonstrate compliance shall, subsequent to
14 notification by the city, install a continuous recording pH meter as approved by the city. Such
15 meter shall be installed, operated and maintained at the user's own cost and expense. Such
16 records generated by this meter shall be retained for three (3) years and shall be made available
17 to the city upon request.
- 18 11. If the city determines that an industrial user needs to measure and report wastewater flow, the
19 user shall install an approved flow meter. Such meter shall be installed, operated and maintained
20 at the user's own cost and expense. Such records generated by this meter shall be retained for
21 three (3) years and shall be made available to the city upon request.
- 22 (E) Industrial Wastewater Permits:
- 23 1. Permits Required: All significant industrial users proposing to connect to, or discharge into any
24 part of the wastewater system, shall apply for and obtain an industrial wastewater permit prior to
25 commencing discharge to the POTW. A separate permit may be required for each user, building
26 or complex of buildings. The discharge of wastewater to the POTW without a valid permit from
27 a significant industrial user shall be a violation of this chapter as specified in subsection (E)2 of
28 this section. Such users shall immediately contact the city and obtain a permit for discharge.
- 29 (A) UPON A FINDING THAT A SIGNIFICANT INDUSTRIAL USER SUBJECT TO
30 CATEGORICAL PRETREATMENT STANDARDS NEVER DISCHARGES MORE THAN
31 100 GALLONS PER DAY (GPD) OF TOTAL CATEGORICAL WASTEWATER
32 (EXCLUDING SANITARY, NON-CONTACT COOLING AND BOILER BLOWDOWN
33 WASTEWATER, UNLESS SPECIFICALLY INCLUDED IN THE PRETREATMENT
34 STANDARDS) THE CITY MAY DETERMINE THE INDUSTRIAL USER A NON-
35 SIGNIFICANT CATEGORICAL INDUSTRIAL USER RATHER THAN A SIGNIFICANT
36 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 (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 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.

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

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

10 (A) IDENTIFYING FACILITY INFORMATION.

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

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

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

16 (B) BUSINESS ACTIVITIES.

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

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

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

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

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

29 (6) PLANNED OR POTENTIAL EXPANSION;

- 1 (C) WATER SUPPLY AND CONSUMPTION.
- 2 (1) WATER SOURCES, WATER BILL INFORMATION;
- 3 (2) WATER USE DISTRIBUTION THROUGHOUT FACILITY;
- 4 (D) SEWER CONNECTION INFORMATION.
- 5 (E) RAW MATERIALS AND CHEMICALS USED AND STORED.
- 6 (F) FACILITY INFRASTRUCTURE AND SITE DIAGRAMS.
- 7 (1) EXTERIOR SITE PLANS, INTERIOR BUILDING/FLOOR PLAN, PLUMBING
- 8 DIAGRAMS;
- 9 (G) WASTEWATER DISCHARGE INFORMATION.
- 10 (1) METHOD OF WASTEWATER DISCHARGE;
- 11 (2) WASTEWATER DISCHARGE FLOW RATES;
- 12 (3) WASTEWATER MONITORING EQUIPMENT AND LOCATIONS;
- 13 (4) CHARACTERISTICS OF WASTEWATER INCLUDING POLLUTANT
- 14 MEASUREMENTS;
- 15 (H) PROCESS FLOW DIAGRAM.
- 16 (I) GENERATED WASTE HANDLING PROCEDURES.
- 17 (J) WASTEWATER TREATMENT EQUIPMENT AND OPERATIONS.
- 18 (K) CONTROL PLAN FOR SPILL PREVENTION.
- 19 (L) ANY OTHER INFORMATION AS MAY BE DEEMED NECESSARY BY THE CITY TO
- 20 EVALUATE THE PERMIT APPLICATION.
- 21 (M) CERTIFICATION. A STATEMENT, REVIEWED BY AN AUTHORIZED
- 22 REPRESENTATIVE OF THE INDUSTRIAL USER AND CERTIFIED BY A QUALIFIED
- 23 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.

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

9 7. Industrial Wastewater Permit Denial And Hearing:

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

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

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

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

21 (2) Take the evidence; and

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

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

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

31 8. Industrial Wastewater Permit Conditions: Industrial wastewater permits shall be expressly
32 subject to all provisions of this chapter and all other regulations, and user charges and fees
33 established by the city. The conditions of industrial wastewater permits shall be uniformly
34 enforced in accordance with this chapter and applicable state and federal regulations. An

1 industrial wastewater permit shall include such conditions as are deemed reasonably necessary
2 by the city to prevent pass-through or interference, protect the quality of the receiving water,
3 protect worker health and safety, facilitate sludge management and disposal, and protect against
4 damage to the POTW.

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

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

7 (2) A statement that the permit is nontransferable;

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

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

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

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

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

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

25 (9) Compliance schedules;

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

28 (11) The general and specific prohibitions;

29 (12) Additional monitoring to be reported.

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

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

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

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

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

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

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

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

21 9. Industrial Wastewater Permit Duration:

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

31 (b) Where the city is establishing permit specific local limits, the permit shall be public noticed for
32 comment for thirty (30) days in a newspaper of meaningful circulation. The city shall consider

1 all comments that are received and incorporate any comments as appropriate prior to issuing the
2 permit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 (e) Tampering with monitoring equipment;

13 (f) Violation of conditions of the permit;

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

16 (h) Failure to pay fines or penalties;

17 (i) Failure to pay sewer charges;

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

19 (k) Failure to meet compliance schedules.

20

21 (F) Reporting Requirements:

22 1. Periodic Compliance Reports; All Significant Industrial Users:

23 (a) EXCEPT AS SPECIFIED IN SUBSECTION (F)1(F) OF THIS SECTION, Any industrial user
24 subject to a federal, state, or city pretreatment standard or requirement must, at a frequency
25 determined by the city submit no less than once per six (6) months, unless required more
26 frequently in the permit or by the city, reports indicating the nature, concentration of pollutants
27 in the discharge which are limited by pretreatment standards and the average and maximum daily
28 flows for the reporting period. In cases where the pretreatment standard requires compliance with
29 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.

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

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

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

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

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

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

28 (9) THIS PROVISION DOES NOT SUPERSEDE CERTIFICATION PROCESSES AND
29 REQUIREMENTS ESTABLISHED IN CATEGORICAL PRETREATMENT STANDARDS,
30 EXCEPT AS OTHERWISE SPECIFIED IN THE CATEGORICAL PRETREATMENT
31 STANDARD.

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

7 (1) 0.01 PERCENT OF THE POTW'S DESIGN DRY-WEATHER HYDRAULIC CAPACITY OF
8 THE POTW, OR FIVE THOUSAND (5,000) GALLONS PER DAY, WHICHEVER IS
9 SMALLER, AS MEASURED BY A CONTINUOUS EFFLUENT FLOW MONITORING
10 DEVICE UNLESS THE INDUSTRIAL USER DISCHARGES IN BATCHES

11 (2) 0.01 PERCENT OF THE DESIGN DRY-WEATHER ORGANIC TREATMENT CAPACITY
12 OF THE POTW; AND

13 (3) 0.01 PERCENT OF THE MAXIMUM ALLOWABLE HEADWORKS LOADING FOR ANY
14 POLLUTANT REGULATED BY THE APPLICABLE CATEGORICAL PRETREATMENT
15 STANDARD FOR WHICH APPROVED WASTEWATER DISCHARGE LIMITS WERE
16 DEVELOPED IN ACCORDANCE WITH SUBSECTION (C)2(B) OF THIS SECTION.

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

25 2. Baseline Monitoring Reports; Categorical Industrial Users:

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

1 method of pretreatment it intends to use to meet applicable pretreatment standards. A new source
2 also shall give estimates of its anticipated flow and quantity of pollutants to be discharged from
3 regulated process streams and other nonprocess streams.

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

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

6 (2) Measurement Of Pollutants:

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

9 B. Samples should be taken immediately downstream from pretreatment facilities if such exist or
10 immediately downstream from the regulated process if no pretreatment exists. If other
11 wastewaters are mixed with the regulated wastewater prior to pretreatment, the user should
12 measure the flows and concentrations necessary to allow use of the combined waste stream
13 formula in 40 CFR section 403.6(e) in order to evaluate compliance with the pretreatment
14 standards. Where an alternate concentration or mass limit has been calculated in accordance with
15 40 CFR section 403.6(e) this adjusted limit along with supporting data shall be submitted to the
16 city.

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

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

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

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

26 3. Ninety Day Compliance Reports; Categorical Industrial Users:

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

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

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

3 (c) Minimum Information: Such ninety (90) day compliance report shall contain at a minimum the
4 information required in subsections (E)5(G), (E)5(L), (E)5(M), AND (E)5(N) of this section.

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

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

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

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

22 6. Signatory Certification:

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

27 *I certify under penalty of law that this document and all attachments were prepared under my*
28 *direction or supervision in accordance with a system designed to ensure that qualified personnel*
29 *properly gather and evaluate the information submitted. Based on my inquiry of the person or*
30 *persons who manage the system or the persons directly responsible for gathering the*
31 *information, the information submitted is, to the best of my knowledge and belief, true, accurate,*
32 *and complete. I am aware that there are significant penalties for submitting false information,*
33 *including the possibility of a fine and imprisonment for knowing violations.*

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

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

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

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

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

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

25 (D) SIGNIFICANT INDUSTRIAL USERS THAT HAVE AN APPROVED MONITORING
26 WAIVER BASED ON SECTION F(1)(E) OF THIS SECTION MUST SUBMIT ON EACH
27 COMPLIANCE REPORT WITH THE FOLLOWING CERTIFICATION STATEMENT
28 SIGNED BY AN AUTHORIZED REPRESENTATIVE THAT THERE HAS BEEN NO
29 INCREASE IN THE POLLUTANT IN ITS WASTESTREAM DUE TO ACTIVITIES OF THE
30 USER. *“BASED ON MY INQUIRY OF THE PERSON OR PERSONS DIRECTLY*
31 *RESPONSIBLE FOR MANAGING COMPLIANCE WITH THE PRETREATMENT STANDARD*
32 *FOR 40 CFR ____ [SPECIFY APPLICABLE NATIONAL PRETREATMENT STANDARD*
33 *PART(S)], I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE*

1 *HAS BEEN NO INCREASE IN THE LEVEL OF _____ (LIST POLLUTANT(S)) IN THE*
2 *WASTEWATERS DUE TO THE ACTIVITIES AT THE FACILITY SINCE FILING OF THE LAST*
3 *PERIODIC COMPLIANCE REPORT.*

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

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

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

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

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

30 (c) Not later than fourteen (14) days following each date in the schedule and the final date for
31 compliance, the user shall submit a progress report to the city including, at a minimum, whether
32 or not it complied with the increment of progress to be met on such date and, if not, the date on
33 which it expects to comply with this increment of progress, the reason for delay, and the steps
34 being taken by the user to return the construction to the schedule established. In no event shall
35 more than nine (9) months elapse between such progress reports to the city.

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

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

7 (b) New substances used which may be discharged.

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

11 9. SPILL PREVENTION AND Control Plans:

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

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

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

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

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

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

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

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

30 (6) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures
31 include, but are not limited to, inspection and maintenance of storage areas, handling and transfer

1 of materials, loading and unloading operations, control of plant site runoff, worker training,
2 building of containment structures or equipment, measures for containing toxic organic
3 pollutants, including solvents, and/or measures and equipment for emergency response; and

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

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

9 10. Reports Of Potential Problems:

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

14 (1) Name of the facility;

15 (2) Location of the facility;

16 (3) Name of the caller;

17 (4) Date and time of discharge;

18 (5) Date and time discharge was halted;

19 (6) Location of the discharge;

20 (7) Estimated volume of discharge;

21 (8) Estimated concentration of pollutants in discharge;

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

23 (10) Method of disposal if applicable.

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

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

3 11. Notification Of The Discharge Of Hazardous Waste:

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

11
12 Such notification must include:

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

14 (2) The EPA hazardous waste number;

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

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

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

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

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

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

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

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

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

4 (G) Inspection And Records:

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

16 2. Admission To Property And Access To Information:

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

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

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

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

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

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

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

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

7 (H) Sample Collection And Analytical Methods:

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

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

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

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

33 (c) For sampling required in support of baseline monitoring and ninety (90) day compliance reports
34 required in subsections (F)2 and (F)3 of this section, a minimum of four (4) grab samples must
35 be used for pH, total phenols, oil and grease, sulfide, and volatile organic compounds for
36 facilities for which historical representative sampling data do not exist. Where historical data are
37 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) 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.

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

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

10

11 The user shall inform the city prior to:

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

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

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

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

19 (d) Inspections:

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

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

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

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

32 (f) Variance: A variance as to the requirements of any sector control program for existing facilities
33 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 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 (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:

- 1 A. A gravity grease interceptor shall be required when, in the judgment of the city, it is necessary
2 for the proper handling of liquid wastes which may be harmful to, or cause obstruction in the
3 wastewater collection system or cause or contribute to interference or pass-through.
- 4 B. It shall be the responsibility of the user and owner of the property, business or industry or an
5 authorized representative of the user to contact the city for the purpose of obtaining a plan
6 review. The plan review shall determine the need, size, location, and other requirements of the
7 interceptor required to control discharges into the POTW. Written approval from the city must be
8 obtained prior to installation of the interceptor. The review of such plans and operating
9 procedures shall in no way relieve the user from the responsibility of modifying such facilities as
10 necessary to produce a discharge acceptable to the city under the provisions of this chapter.
- 11 C. The design and sizing of gravity grease interceptors shall be in accordance with the FOG sector
12 control program policy and this chapter. The gravity grease interceptor shall be designed, sized,
13 installed, maintained and operated so as to accomplish their intended purpose of intercepting
14 pollutants from the user's wastewater and preventing the discharge of such pollutants to the city's
15 wastewater collection system.
- 16 D. Hydromechanical grease interceptors shall not be permitted in lieu of a gravity grease
17 interceptor to comply with the requirements of this chapter **UNLESS EXPRESSLY**
18 **AUTHORIZED BY THE CITY.**
- 19 E. Toilets, urinals and similar fixtures shall not discharge waste through a gravity grease
20 interceptor. Such fixtures shall be plumbed directly into the building sewer and waste system.
- 21 F. All fixtures not equipped with a garbage disposal (garbage grinder) which are connected to a
22 gravity grease interceptor shall be equipped with a fixed or removable mesh or screen which
23 shall catch garbage and food debris and prevent it from entering the gravity grease interceptor.
- 24 G. The user must ensure interceptors are easily accessible for inspection, cleaning, and removal of
25 FOG.
- 26 H. The user must maintain interceptors at their expense and keep in efficient operating condition at
27 all times.
- 28 (2) Required Maintenance:
- 29 A. Grease interceptors shall be maintained by regularly scheduled cleaning so that they will
30 properly operate as intended to efficiently intercept the fats, oil and grease from the FOG
31 facility's wastewater and prevent the discharge of said materials into the city's wastewater
32 collection system. **MAINTENANCE FREQUENCY SHALL BE IN ACCORDANCE WITH**
33 **THE FOG SECTOR CONTROL PROGRAM POLICY .**

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

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

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

12 E. ALL RECORDS, RECEIPTS, AND MANIFESTS OF GGI MAINTENANCE, REMOVAL OF
13 GGI CONTENTS, AND OFF-SITE HAULING OF FOG WASTE INCLUDING WASTE
14 GREASE BIN CONTENTS SHALL REMAIN ON THE PREMISES OR MADE
15 ACCESSIBLE FOR REVIEW BY THE CITY AT ANY TIME FOR A MINIMUM OF THREE
16 (3) YEARS. THE CITY MAY REQUIRE A USER TO SUBMIT COPIES OF ALL RECORDS,
17 RECEIPTS, AND MANIFESTS OF GGI AND/OR WGB MAINTENANCE, REMOVAL OF
18 GGI AND/OR WGB CONTENTS, AND OFF-SITE HAULING OF FOG WASTE.

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

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

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

28
29 Nondomestic dischargers where work or service is performed includes automotive service,
30 machine shops, STONE CUTTERS, automotive care centers, PAINT/auto body AND DETAIL
31 shops, car washes, or any other facility that generates sand, SOLVENTS, petroleum oil, grease
32 or other petroleum product, grit, gravel or other aggregate that may discharge into a wastewater
33 collection system. Access to the wastewater collection system is often via floor drains located
34 inside shop areas that are not limited to nonpolluting wastewater sources; such drains must be
35 connected to a sand/oil interceptor.

36
37 All users subject to this section must comply with the requirements in the POGS sector control

1 program implementing policy which includes both the requirement for installation and operation
2 of a sand/oil interceptor and the best management practices.

3 (1) General Control Requirements:

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

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

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

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

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

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

26 G. The user MUST maintain interceptors at their expense and keep in efficient operating condition
27 at all times.

28 H. BIOLOGICAL TREATMENT OR ENZYME TREATMENT SHALL NOT BE A
29 SUBSTITUTE FOR THE SERVICING OF SAND/OIL INTERCEPTORS AT THE
30 FREQUENCY DETERMINED BY THE CITY. USE OF ENZYMES TO EMULSIFY
31 PETROLEUM OILS AND GREASE IS PROHIBITED. THE DIRECT ADDITION OF ANY
32 ENZYME OR CHEMICAL, MICROBIAL AGENT TO A SAND/OIL INTERCEPTOR IS
33 PROHIBITED.

34 (2) Required Maintenance:

1 A. Sand/oil interceptors shall be maintained by regularly scheduled cleaning so that they will
2 properly operate as intended to efficiently intercept the sand and oil from the facility's
3 wastewater and prevent the discharge of said materials into the city's wastewater collection
4 system. MAINTENANCE FREQUENCY SHALL BE IN ACCORDANCE WITH THE POGS
5 SECTOR CONTROL PROGRAM POLICY.

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

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

13 D. The user must document each pump out with a waste manifest or trip ticket which must
14 REMAIN ON THE PREMISES OR MADE ACCESSIBLE FOR REVIEW BY THE CITY AT
15 ANY TIME FOR A MINIMUM OF three (3) years.

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

19 (c) Trucked And Hauled Septage:

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

24 (2) General Control Requirements:

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

30 B. SWRF permits are ISSUED TO THE USER FOR A SPECIFIC OPERATION. PERMITS
31 CANNOT BE REASSIGNED, TRANSFERRED, SUBLET OR SOLD TO A NEW USER,
32 DIFFERENT PREMISES OR A NEW OR CHANGED OPERATION.

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

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

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

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

12 (K) Compliance And Enforcement:

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

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

24 3. Administrative Enforcement Actions:

25 (A) VERBAL NOTIFICATION. WHEN THE CITY FINDS A USER HAS COMMITTED A
26 MINOR ISOLATED VIOLATION OF A SECTOR CONTROL PROGRAM, THE CITY MAY
27 NOTIFY THE USER INFORMALLY THROUGH A PHONE CALL OR IN PERSON.
28 VERBAL NOTIFICATIONS RELATED TO ENFORCEMENT OR THE INVESTIGATION
29 OF SUSPECTED VIOLATIONS ARE DOCUMENTED IN WRITING AND PLACED IN THE
30 RESPECTIVE INDUSTRIAL USER FILE.

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

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

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

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

30 (F) Consent Orders: The city may enter into consent orders, assurances of compliance, or other
31 similar documents establishing an agreement with any user responsible for noncompliance. Such
32 documents shall include specific actions to be taken by the user to correct the noncompliance
33 within a time period specified by the document. A consent order may include penalties,
34 supplemental environmental projects, or other conditions and requirements as agreed to by the
35 city and the user.

36 (G) Show Cause Hearing:

37 (1) The city may order a user which has violated, or continues to violate, any provision of this
38 chapter, an industrial wastewater permit, an order issued hereunder, or any other pretreatment
39 standard or requirement, to appear before the city and show cause why the proposed enforcement

1 action should not be taken. Notice shall be served on the user specifying the time and place for
2 the hearing, the proposed enforcement action, the reasons for such action, and a request that the
3 user show cause why the proposed enforcement action should not be taken. The notice of the
4 hearing shall be served personally or by registered or certified mail (return receipt requested) at
5 least ten (10) days prior to the hearing. Such notice may be served on any authorized
6 representative of the user as defined in subsection (B) of this section. A show cause hearing shall
7 not be a bar against, or prerequisite for, taking any other action against the user.

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

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

11 B. Take the evidence;

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

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

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

19 (H) Administrative Fines:

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

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

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

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

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

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

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

12 4. Judicial Enforcement Remedies:

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

22 (b) Suspension Of Service:

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

28 (2) Any user notified of suspension of its wastewater treatment service and/or his/her wastewater
29 contribution permit shall immediately stop or eliminate the discharge. In the event of a failure of
30 the user to comply voluntarily with the suspension order, or in the event notification has been
31 attempted but not accomplished, the director may take such steps as deemed necessary, including
32 the entry onto private property, for the purpose of immediately severing the sewer connection or
33 otherwise ceasing the flow, to prevent or minimize damage to the POTW or endangerment to any
34 individual. Neither the POTW, the city, the director, nor their officers, agents or employees, shall
35 be liable for any damages resulting from any such entry or flow cessation. The director may
36 reinstate the wastewater treatment service upon proof of the elimination of the noncomplying

1 discharges. The user shall pay all POTW costs and expenses for any such suspension and
2 restoration of service. A detailed written statement submitted by the user describing the causes of
3 the harmful contribution and the measures taken to prevent any future occurrence shall be
4 submitted to the director within fifteen (15) days of the date of occurrence.

5 (c) Civil Penalties:

6 (1) A user who has violated, or continues to violate, any provision of this chapter, an industrial
7 wastewater permit, or order issued hereunder, or any other pretreatment standard or requirement
8 shall be liable to the city for a maximum civil penalty not to exceed five thousand dollars
9 (\$5,000.00) per day per violation. In the case of a monthly or other long term average discharge
10 limit, penalties shall accrue for each day during the period of violation.

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

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

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

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

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

35 5. Supplemental Enforcement Actions:

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

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

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

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

21 6. Affirmative Defenses To Discharge Violations:

22 (a) Upset:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32 (C) BYPASS

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

9 (2) A USER MAY ALLOW ANY BYPASS TO OCCUR WHICH DOES NOT CAUSE
10 PRETREATMENT STANDARDS OR REQUIREMENTS TO BE VIOLATED, BUT ONLY IF
11 IT ALSO IS FOR ESSENTIAL MAINTENANCE TO ASSURE EFFICIENT OPERATION.
12 THESE BYPASSES ARE NOT SUBJECT TO THE PROVISION OF PARAGRAPHS (3) AND
13 (4).

14 (3) BYPASS NOTIFICATIONS

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

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

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

32 A. BYPASS WAS UNAVOIDABLE TO PREVENT LOSS OF LIFE, PERSONAL INJURY, OR
33 SEVERE PROPERTY DAMAGE;

34 B. THERE WERE NO FEASIBLE ALTERNATIVES TO THE BYPASS, SUCH AS THE USE
35 OF AUXILIARY TREATMENT FACILITIES, RETENTION OF UNTREATED WASTES, OR
36 MAINTENANCE DURING NORMAL PERIODS OF EQUIPMENT DOWNTIME. THIS
37 CONDITION IS NOT SATISFIED IF ADEQUATE BACK-UP EQUIPMENT SHOULD

1 HAVE BEEN INSTALLED IN THE EXERCISE OF REASONABLE ENGINEERING
2 JUDGMENT TO PREVENT A BYPASS WHICH OCCURRED DURING NORMAL
3 PERIODS OF EQUIPMENT DOWNTIME OR PREVENTIVE MAINTENANCE; AND

4 C. THE USER SUBMITTED NOTICES AS REQUIRED UNDER PARAGRAPH (3).

5 (5) THE CITY MAY APPROVE AN ANTICIPATED BYPASS, AFTER CONSIDERING ITS
6 ADVERSE EFFECTS, IF THE CITY DETERMINES THAT IT WILL MEET THE THREE
7 CONDITIONS LISTED IN PARAGRAPH (4).

8 (L) Recovery Of Costs:

9 1. Separate Fees: It is the purpose of this section to provide for the recovery of costs from users of
10 the city's wastewater disposal system for the implementation of the program established herein.
11 These fees relate solely to the matters covered by these industrial pretreatment program
12 regulations and are separate from all other fees chargeable by the city.

13 2. Additional Charges: The city may adopt charges and fees that may include:

14 (a) Fees for reimbursement of costs of setting up and operating the POTW's pretreatment program;

15 (b) Fees for INDUSTRIAL USER IDENTIFICATION, monitoring, inspections and surveillance
16 procedures;

17 (c) Fees for reviewing spill prevention and control procedures and construction;

18 (d) Fees for permit issuance, including public notice costs;

19 (e) Fees for filing appeals;

20 (f) Fees for consistent removal of pollutants otherwise subject to federal pretreatment standards;

21 (g) Fees for the cost of publication in the newspaper for annual significant noncompliance
22 notifications; and

23 (h) Other fees as the city may deem necessary to carry out the requirements contained herein.

24 3. Civil Fine Pass-Through: In the event that a user discharges such pollutants which cause the city
25 to violate any condition of its CDPS permit and the city is fined by EPA or the state for such
26 violation, then such user shall be fully liable for the total amount of the fine assessed against the
27 city by EPA and/or the state.

28 4. Industrial Surcharge Cost Recovery: Industries that are permitted as significant industrial users
29 OR HAVE BEEN ISSUED A WASTEWATER CONTROL DISCHARGE PERMIT and

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.

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, 2016, 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.

30

31 PASSED on second and final reading, following public hearing, by a vote of _____FOR
32 and _____ AGAINST on the _____ day of _____, 2017 and ordered published by
33 posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton
34 Website.

35 ATTEST:

36 _____
37 Wendy Heffner
38 CITY CLERK

Bruce O. Beckman
MAYOR

39
40 APPROVED AS TO FORM:

41
42 _____
43 Kenneth S. Fellman
44 ACTING CITY ATTORNEY

45
46

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	<u>Inside city limits, within a sanitation district</u>	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~~ -multiple-family residential user

Inside city limits	<u>Inside city limits, within a sanitation district</u>	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 userInside 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 ~~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.

City of Littleton

2017 Schedule of Fees

Exhibit A

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:

$$SC = QM \times \$8.8534((AOD) \times (UCo) + (TSS - 300) \times (UCs))$$

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	\$	8.8534	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);

\$8.8534 = 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 = \$0.02445 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 = \$0.119595 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) <i>Regulation of Users from Outside Jurisdictions</i>
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) <i>Responsibility of the City</i>
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) <i>Endangerment to Environment or Treatment Works</i>
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) <i>Wastewater Discharge Limitations</i>
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) <i>Wastewater Permit Application Contents</i>
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) <i>Industrial Wastewater Permit Conditions</i>
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) <i>Industrial Wastewater Permit Transfer</i>
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) <i>24-Hour Notice and 30-Day Re-Sampling</i>
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) <i>Signatory Certification</i>
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) <i>Industrial User Permits (Non-Significant Industrial Users)</i>
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) <i>Petroleum Oil, Grease, and Sand Program Requirements</i>
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) <i>Trucked and Hauled Septage</i>
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) <i>Administrative Enforcement Actions</i>

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) <i>Notice of Violation (NOV)</i>
31	Addition of factors to consider when determining administrative fines	Pretreatment recommendation – clarification per EPA-approved ERP	7-5-25(K)(3)(h) <i>Administrative Fines</i>
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) <i>Bypass</i>
33	Addition of text regarding authorization to establish Local Limits	EPA recommendation – to clarify authority to establish these limitations	7-5-25(C)(2) <i>Wastewater Discharge Limitations</i>
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) <i>Industrial Surcharge Cost Recovery</i> 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 act¹.
- (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
<u>NAICS</u>	<u>NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM</u>
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 (BOD₅): 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**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 Industrial Users 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 ($\frac{1}{2}$ ") 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) :

<u>Pollutant</u> ¹	<u>DAILY MAXIMUM</u> 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 (~~JK~~) 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 ~~an 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~~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 ~~an 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, AAny 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.

(bE) 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) 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 (~~JK~~) of this city.
- (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, Oil, S, 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. ~~Gravity~~ grease 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.~~

~~CB.~~ 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.

~~DC.~~ 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.

~~ED.~~ 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.

~~FE.~~ ~~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 ~~AA~~ 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. 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. 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. 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. 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 ~~(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.~~

(JK) 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.

(aD) 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 ~~or~~ 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.

(~~e~~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.

(eH) 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.

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

(36) 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.

(47) 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 (JK)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 of ~~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:

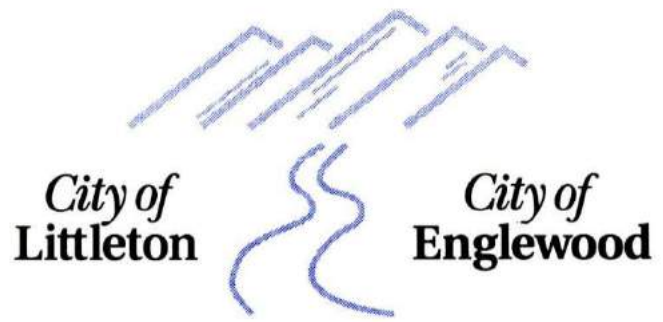
- (a) Fees for reimbursement of costs of setting up and operating the POTW's pretreatment program;
 - (b) Fees for INDUSTRIAL USER IDENTIFICATION, monitoring, inspections and surveillance procedures;
 - (c) Fees for reviewing spill prevention and control procedures and construction;
 - (d) Fees for permit 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



**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
	Municipal Code Changes - Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) Industrial
SUBJECT:	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 sanitation 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





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

7(c)

File #: Ordinance 07-2017, **Version:** 3

Agenda Date: 05/16/2017

Subject:

An ordinance on second 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 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 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 second reading for addendums to Wastewater Connector's Agreement and Sewer Service Agreements with connecting sanitation districts.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 7**

4
5 **Series, 2017**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, AUTHORIZING AN**
11 **INTERGOVERNMENTAL ADDENDUM TO**
12 **WASTEWATER CONNECTOR'S AGREEMENT FOR**
13 **DISTRICTS BETWEEN BOW MAR WATER AND**
14 **SANITATION DISTRICT, COLUMBINE WATER AND**
15 **SANITATION DISTRICT, GRANT WATER AND**
16 **SANITATION DISTRICT, MEADOWBROOK FAIRVIEW**
17 **METROPOLITAN DISTRICT, PLATTE CANYON WATER**
18 **AND SANITATION DISTRICT, ROXBOROUGH PARK**
19 **METROPOLITAN DISTRICT, SOUTHWEST WATER AND**
20 **SANITATION DISTRICT AND THE CITY OF LITTLETON,**
21 **COLORADO**
22

23 **WHEREAS**, the City of Littleton owns and operates a sewage system, including
24 a sewage treatment plant which is jointly owned and operated with the City of Englewood
25 known as the L/E Wastewater Treatment Plant (WWTP); and
26

27 **WHEREAS**, the L/E WWTP provides sanitary sewer service to districts outside
28 of the Littleton corporate boundaries through a standard connector's agreement; and
29

30 **WHEREAS**, the L/E WWTP conducts an Industrial Pretreatment program to
31 control industrial/commercial wastes entering the wastewater collection and treatment system;
32 and
33

34 **WHEREAS**, the L/E WWTP Industrial Pretreatment Program is designed to
35 prevent pass through of pollutants to the South Platte River, protect the collection and treatment
36 system from damage, protect the public and worker health and safety, and improve opportunities
37 to recycle and reclaim municipal and industrial wastewaters and sludge; and
38

39 **WHEREAS**, the City Council of the City of Littleton authorized an
40 Intergovernmental Wastewater Connector's Agreement for Districts between Bow Mar Water
41 and Sanitation District, Columbine Water and Sanitation District, Grant Water and Sanitation
42 District, Meadowbrook Fairview Metropolitan District, Platte Canyon Water and Sanitation
43 District, Roxborough Park Metropolitan District, Southwest Water and Sanitation District and
44 the City of Littleton by the passage of Ordinance No. ____, Series of 20__; and
45

46 **WHEREAS**, The L/E WWTP Industrial Pretreatment Program is subject to
47 Environmental Protection Agency (EPA) oversight and approval; and

1
2 **WHEREAS**, the EPA conducted an audit of the L/E WWTP Industrial
3 Pretreatment Program on February 24, 2014 through February 27, 2014; and
4

5 **WHEREAS**, the EPA identified that the current Pretreatment program
6 administered by the L/E WWTP does not have the legal framework to fully implement the
7 Pretreatment Regulations in the 19 outside contributing jurisdictions in its service area because
8 the Intergovernmental Connector's Agreement does not provide adequate delegation of the
9 Pretreatment program implementation to the cities of Littleton and Englewood; and
10

11 **WHEREAS**, the EPA required a corrective action that the L/E WWTP update the
12 Intergovernmental Wastewater Connector's Agreement Ordinance No. ___, Series of 20___, to
13 establish delegation for implementation of the Pretreatment Regulations, the passage of this
14 Ordinance the Addendum to Wastewater Connector's Agreement responds to EPA's corrective
15 action requirements by establishing delegation for implementation of the Pretreatment
16 Regulations within the District; and
17

18 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
19 **THE CITY OF LITTLETON, COLORADO, THAT:**
20

21 **Section 1:** The Intergovernmental Agreement between the City of Littleton
22 and Bow Mar Water and Sanitation District, Columbine Water and Sanitation District, Grant
23 Water and Sanitation District, Meadowbrook Fairview Metropolitan District, Platte Canyon
24 Water and Sanitation District, Roxborough Park Metropolitan District, Southwest Water and
25 Sanitation District entitled "Addendum to Wastewater Connector's Agreement" is hereby
26 approved; a copy is attached hereto as Exhibit A.
27

28 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
29 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
30 validity of the remaining sections of this ordinance. The City Council hereby declares that it
31 would have passed this ordinance, including each part, section, subsection, sentence, clause or
32 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
33 clauses or phrases may be declared invalid.
34

35 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
36 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
37 repealer clauses of such ordinance nor revive any ordinance thereby.
38

39 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
40 of the City of Littleton on the 4th day of April, 2017, passed on first reading by a vote of ___
41 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





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

7 This Addendum is made and entered into this 11th day of JANUARY 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 Bow Mar Water and Sanitation District,

(Name of Sanitation District)

a quasi-municipal corporation and political subdivision 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 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

- I. 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

- I. 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

Mayor

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 20 2019**




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 & Sewerage 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 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 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 at the following designated point(s):

Man Hole 18.694 - Platte Canyon Water and Sanitation District - Nancy's Old 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 1, 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 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 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 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 out-
fall 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:

*Donovan W. Winter and Son, Inc. District
Donald E. Hillier, President of The Board
5210 L. Keshone Drive
L. Hillier, 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 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 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 Bore Hole 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:

CITY OF LITTLETON, COLORADO

Shirley Lee Day
City Clerk (Deputy)

By: *James P. Collins*
President of City Council

(S E A L)

APPROVED AS TO FORM:

Ray L. Bickman
City Attorney

ATTEST:

BOW LINE WATER AND SANITATION DISTRICT
SANITATION DISTRICT

By: *Donald E. Hill*
President BWW & S.D.

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 administering 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 administering 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.

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CITY OF LITTLETON

Mayor

Attest



Sanitation District, LEE SCHILLER, CHAIRMAN



District Official

State of Colorado)
County of Arapahoe) ss.

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





Notary Public

*File
Janice Lee
aregville
6/17/88*

SEWER SERVICE AGREEMENT

AND ADDENDUM

THIS AGREEMENT/ made and entered into this 17th day of June, 1988, 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 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 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 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 ~~THE PROPERTIES DESIGNATED IN EXHIBIT "A"~~ trunk line(s) from/within-the-District 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 1, 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 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 DISTRICT SHALL HAVE THE RIGHT TO CHARGE ITS VARIOUS USERS the City. 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 24% 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

SUBJECT TO THIS AGREEMENT

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 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~~
~~NONE OF THE~~ SUBJECT TO THIS AGREEMENT
~~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 out-fall 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. Oliver
City Clerk

(S E A L)

CITY OF LITTLETON, COLORADO

By: Conley Endley
President of City Council

APPROVED AS TO FORM:

Thurman L. Berkey
City Attorney

ATTEST:

David H. Best
Secretary

COLUMBINE WATER AND
SANITATION DISTRICT

By: William A. Newton
William A. Newton, President

ARTICLE XI - SEWER SERVICE CHARGE OPTION SELECTED:

OPTION 1

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 2-5 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

7 This Addendum is made and entered into this 18th day of JANUARY 2018, 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)
County of Jefferson) ss.

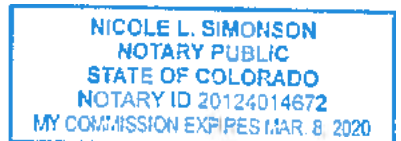
The forgoing instrument was acknowledged before me this 18th day of

January, 2017, at _____, Colorado, by

Horace B. Van Valkenburgh

Witness my hand and official seal.

My Commission expires: 3/8/2020



[Signature]
Notary Public

SEWER SERVICE AGREEMENT

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 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 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 1, 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 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 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 out-fall 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 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 SERVICE AGREEMENTS

20.1 Upon execution of this Agreement, the contract (See Exhibit A attached hereto dated 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 B 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:

CITY OF LITTLETON, COLORADO

Sandra Lee Ray
City Clerk (DEPUTY)

By: Charley Emley
President of City Council

(S E A L)

APPROVED AS TO FORM:

Louis W. Barlow
City Attorney

ATTEST:

GRANT WATER & SANITATION DISTRICT
SANITATION DISTRICT

By: James W. Grant
PRESIDENT

ARTICLE XI - SEWER SERVICE CHARGE OPTION SELECTED:

OPTION I

[Handwritten mark]

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.

3/6

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.

A handwritten signature, possibly reading "JB", is located in the bottom right corner of the page.

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 or less.

JB

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.

A handwritten signature or set of initials, possibly "JB", written in dark ink in the bottom right corner of the page.

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.

A handwritten signature, possibly reading "J. B.", is located in the bottom right corner of the page.

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.

A handwritten signature, possibly reading "J. B.", is located in the bottom right corner of the page.

ADDENDUM TO SEWER SERVICE AGREEMENT

For Sanitation Districts with Industrial Users

7 This Addendum is made and entered into this 15th day of FEBRUARY 201~~8~~, 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

- I. 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 administering 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 administering 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

Jack C. Campbell
Sanitation District

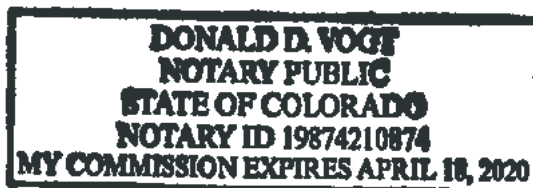
Chairman
District Official

State of Colorado)
County of Jefferson) ss.

The forgoing instrument was acknowledged before me this 15th day of
February, 20 17, at Jefferson County, Colorado, by
Jack C. Campbell

Witness my hand and official seal.

My Commission expires: _____



Donald D. VOGT
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 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 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 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 1, 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 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 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 out-fall 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:

CITY OF LITTLETON, COLORADO

Sandra Lee Ray
City Clerk (Deputy)

By: James P. Collins
President of City Council

(S E A L)

APPROVED AS TO FORM:

Samuel B. Brown
City Attorney

ATTEST:

SANITATION DISTRICT

James L. Thompson

By: James L. Thompson

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

- I. 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.

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Mayor

Attest

Platte Canyon Water and Sanitation District


Richard Rock, President

State of Colorado)
County of Jefferson) ss.

The forgoing instrument was acknowledged before me this 16th day of December, 20 16, at Jefferson, Colorado, by Richard Rock

Witness my hand and official seal.

My Commission expires: **SEP 20 2019**


Notary Public



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 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 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 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 1, 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 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 24% 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 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 out-fall 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 R. Day
City Clerk (Deputy)

CITY OF LITTLETON, COLORADO

By: [Signature]
President of City Council

(S E A L)

APPROVED AS TO FORM:

[Signature]
City Attorney

ATTEST:

[Signature]
KENNETH D. BRADFORD, Secretary

PLATTE CANYON WATER AND
SANITATION DISTRICT, Arapahoe and
Jefferson Counties, Colorado,

By: [Signature]
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 electrical 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

7 This Addendum is made and entered into this 28th day of FEBRUARY 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 Roxborough Water and Sanitation District,
(Name of Sanitation District)
a quasi-municipal corporation 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 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

BOYBROUGH WATER & SANITATION DISTRICT
Sanitation District

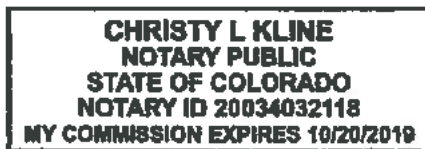
Larry D. Moore
District Official

State of Colorado)
County of Arapahoe) ss.

The forgoing instrument was acknowledged before me this 28th day of
February, 20 17, at Arapahoe, Colorado, by
Larry D. Moore

Witness my hand and official seal.

My Commission expires: 10/20/19



Christy L. 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 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 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 1, 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 SERVICE 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

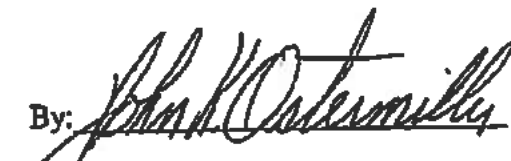
contracts, other than continued service pursuant to said agreements in conformity with the terms and conditions hereof.

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 OF LITTLETON, COLORADO


City Clerk

By: 
President of the City Council

(Seal)

APPROVED AS TO FORM:



City Attorney

ROXBOROUGH PARK

METROPOLITAN DISTRICT

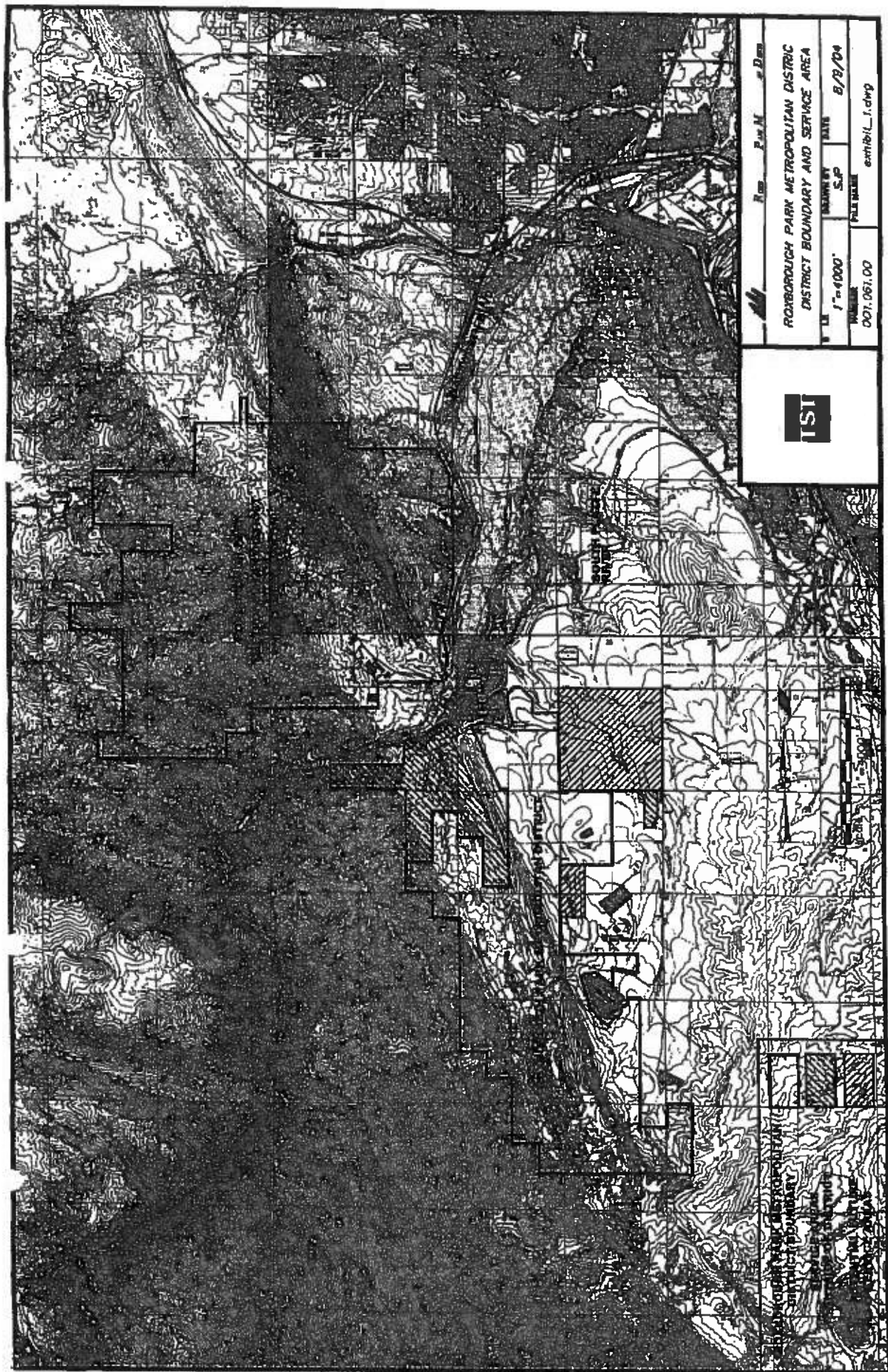
ATTEST:



By: 

ARTICLE XI - SEWER SERVICE CHARGE OPTION SELECTED:

OPTION II



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 administering 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 administering the remaining sector control programs in the District notwithstanding that the District performs its own FOG and POGS programs.

II. District Responsibilities

- I. 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.

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Mayor

Southwest Metropolitan Water and Sanitation District

State of Colorado)
) ss.
County of Arapahoe)

Witness my hand and official seal.

6

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 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 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 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 1, 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 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 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 affect 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 out-fall 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:

CITY OF LITTLETON, COLORADO


City Clerk (Deputy)


By: 
President of City Council

(S E A L)

APPROVED AS TO FORM:


City Attorney

ATTEST:


ANTHONY M. DURSEY,
Secretary

SOUTHWEST METROPOLITAN WATER AND
SANITATION DISTRICT

By: 
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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This roster will be posted to the online agenda packet after the meeting

(This roster is to assist City Council in weighing public opinion on this issue, to assist City Council in conducting the meeting, and generally to promote a fair and orderly hearing.) ****IN ACCORDANCE WITH RULE V(a) OF CITY COUNCIL'S LEGISLATIVE RULES INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES.**

Tuesday May 16, 2017

SUBJECT: An ordinance on second reading for addendums to Wastewater Connector's agreement addendums and sewer service agreement addendums with connecting sanitation districts

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE ORDINANCE?	
NAME:		YES	NO
ADDRESS:			
NAME:		YES	NO
ADDRESS:			
NAME:		YES	NO
ADDRESS:			
NAME:		YES	NO
ADDRESS:			
NAME:		YES	NO
ADDRESS:			
NAME:		YES	NO
ADDRESS:			
NAME:		YES	NO
ADDRESS:			



File #: Ordinance 09-2017, **Version:** 3

Agenda Date: 05/16/2017

Subject:

An ordinance on second reading, to amend the city's zoning code Title 10, with respect to commercial mobile radio service and to expand the city's regulations to include wireless communications facilities

<p>Presented By: Ken Fellman, Acting City Attorney and Jocelyn Mills, Community Development Director</p>

POLICY QUESTION:

Does city council support amendments to the zoning code regarding commercial mobile radio service and expanding regulations to include wireless telecommunication facilities?

BACKGROUND:

Littleton's zoning code, specifically in regards to commercial mobile radio service, needs updating to comply with state and federal regulations regarding Wireless Communication Facilities (WCF). In addition, the city has been approached by wireless telecommunication and infrastructure providers interested in deployment of wireless communications within city rights-of-way. The current code does not address how to manage such requests.

In 2009, the Federal Communications Commission (FCC) adopted a Report and Order known as the "Shot Clock Order" interpreting Section 332 of the Telecommunications Act of 1996. The Shot Clock Order requires that the local jurisdiction must act on an application for the collocation of additional antennas to existing infrastructure within ninety (90) days and an application for the construction of new infrastructure within one-hundred and fifty (150) days. The proposed code changes implement the Shot Clock Order.

In 2014, the FCC adopted a second Report and Order known as the "Colocation Order" which interprets Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012. The Colocation Order prohibits local governments from denying Eligible Facilities Requests (EFRs) to modify existing wireless towers or base stations if the modification does not substantially change the dimensions of the facilities. As the name suggests, the Collocation Order primarily concerns the collocation of wireless facilities. The final rules created a new shot clock for EFRs whereby local jurisdiction must administratively approve a completed EFR within sixty (60) days of filing. The proposed code changes implement the Colocation Order.

Recently, various wireless telecommunication and infrastructure providers have begun deploying "small cell" WCF technology. Small cells are a new generation of wireless technology which prioritizes data bandwidth at the expense of coverage area. While the "small" in small cell refers to the facility's coverage area, it is often the case that small cells have a small enough footprint to be placed within right of way either on existing vertical assets or on standalone poles. Small cell technology is a precursor to "5G" technology and will likely be the majority of wireless siting requests going forward. Numerous companies have approached Colorado

communities, including Littleton, requesting that small cell facilities be placed in the right-of-way. Like many cities, Littleton's current code does not address the placement of WCFs in the right-of-way.

In 2017, the Colorado General Assembly passed House Bill 1193 which addresses the deployment of small cells in the right of way. The bill was signed into law by Governor Hickenlooper on April 18, 2017 (and is provided as an attachment). Importantly, the bill gives telecommunication providers a use by right to deploy small cells in the right-of-way. This right is subject to local police powers and zoning codes. Currently, Littleton has no zoning regulations applicable to these facilities. If the city does not adopt zoning regulations for small cells by the bill's effective date of July 1, 2017, telecommunication providers will have unfettered ability to deploy small cell facilities of any kind in the right-of-way. The proposed code changes create zoning regulations applicable to all WCFs in the right-of- way including important restrictions on the height and spacing of such facilities.

Taken together, the proposed code changes will comprehensively ensure that the city is meeting its obligations for siting WCFs under state and federal law while maximizing local control in areas where the law permits regulation by local jurisdictions.

The draft ordinance was presented to Planning Commission at its April 10, 2017 meeting. On a vote of 7 to 0, Planning Commission recommended approval to city council on the proposed ordinance.

STAFF ANALYSIS:

Littleton's existing code on Commercial Mobile Radio Service is outdated and doesn't meet the state and federal requirements described above. In addition, the advent of small cell technology has made it important to update the code to address issues concerning the siting of wireless communications facilities within city rights-of-way.

Based on the need to ensure the city meets state and federal requirements for wireless telecommunications, the proposal establishes a new chapter dedicated to the topic within the city's zoning code. The proposed ordinance would repeal Section 10-4-11 (Commercial Mobile Radio Service) and replace it with a new Chapter 16 (Wireless Communications Facilities WCF). Additionally, updated and new definitions are proposed for Section 10-1-2, and further clarification is suggested in the Conditional Use chapter of the code for radio transmission and broadcast structures (10-8-2 (C)).

Planning Commission recommended approval of the draft ordinance at its April 10, 2017 meeting. In further analysis of the draft, staff added clarity to zoning districts to also include planned developments (PD) since a portion of Littleton is zoned with PDs. To be as clear as possible, staff has added PD into the draft in order for zone districts and PDs to be referenced similarly.

STAFF RECOMMENDATION:

Staff recommends city council approve the amendments to the zoning code regarding Commercial Mobile Radio Services, and to expand the city's regulations to include Wireless Telecommunications Facilities.

PROPOSED MOTION:

I move to approve on second reading Ordinance 09, amending the city's zoning code Title 10, with respect to commercial mobile radio service and to expand the city's regulations to include wireless communications facilities

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 09

Series, 2017

INTRODUCED BY COUNCILMEMBERS: CLARK & CERNANEC

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, AMENDING TITLE 10 OF THE CITY CODE CONCERNING COMMERCIAL MOBILE RADIO SERVICES AND WIRELESS TELECOMMUNICATION FACILITIES

WHEREAS, the planning commission, at its regular meeting on April 10, 2017, held a public hearing and voted to recommend approval of an ordinance amending title 10 of the city code regarding commercial mobile radio service and wireless telecommunications; and

WHEREAS, the city council finds that the proposed amendments to the city code are in the best interest of the city and will promote the public health, safety and welfare of its inhabitants;

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

Section 1: Section 2, Definitions, of Chapter 1 of Title 10 of the City Code is hereby amended as follows:

~~ALTERNATIVE TOWER STRUCTURE: A manmade tree, clock tower, bell tower, telephone or power pole, light standard, electric transmission tower, or similar structure which is capable of being used as an alternative to conventional or monopole masts for the mounting of antennas which is compatible with its natural setting and surrounding structures, and which camouflages or conceals the presence of antennas. This definition includes any antenna or antennas attached to the alternative tower structure.~~

ALTERNATIVE TOWER STRUCTURE: Man-made trees, clock towers, bell steeples, light poles, buildings, and similar alternative design mounting structures that are compatible with the natural setting and surrounding structures, and camouflage or conceal the presence of antennas or towers so as to make them architecturally compatible with the surrounding area pursuant to Chapter 16 of Title 10 of this code. This term also includes any antenna or antenna array attached to an alternative tower structure.

~~ANTENNA: A transmitting and/or receiving device used in telecommunications that radiates or captures radio signals.~~

ANTENNA: Any device used to transmit and/or receive radio or electromagnetic waves such as, but not limited to panel antennas, reflecting discs, microwave dishes, whip antennas, directional and non-directional antennas consisting of one or more elements, multiple antenna

configurations, or other similar devices and configurations. Exterior apparatus designed for telephone, radio, or television communications through the sending and/or receiving of wireless communications signals.

~~ANTENNA SUPPORT STRUCTURE: A conventional or monopole mast, guyed tower or similar upright structure, designed to withstand extreme lateral forces, which is primarily intended for supporting commercial mobile radio service (CMRS) antennas, and any ancillary utility structures.~~

BASE STATION: A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The definition of Base Station does not include or encompass a Tower as defined herein or any equipment associated with a Tower. Base Station does include, without limitation:

1. equipment associated with wireless communications services such as private broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul that, at the time the relevant application is filed with the City under Chapter 16 of Title 10 has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support; and

2. radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplied, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems (“DAS”) and small-cell networks) that, at the time the relevant application is filed with the City under Chapter 16, has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

The definition of Base Station does not include any structure that, at the time the relevant application is filed with the City under Chapter 16 of Title 10, does not support or house equipment described in paragraphs 1 and 2 above.

CAMOUFLAGE, CONCEALMENT, OR CAMOUFLAGE DESIGN TECHNIQUES: A Wireless Communication Facility~~yies~~ (WCF) is camouflaged or utilizes Camouflage Design Techniques when any measures are used in the design and siting of a WCF with the intent to minimize or eliminate the visual impact of such facilities to surrounding uses. A WCF site utilizes Camouflage Design Techniques when it (i) is integrated as an architectural feature of an existing structure such as a cupola, or (ii) is integrated in an outdoor fixture such as a flagpole, or (iii) uses a design which mimics and is consistent with the nearby natural, or architectural features (such as an artificial tree) or is incorporated into (including without limitation, being attached to the exterior of such facility and painted to match it) or replaces existing permitted facilities (including without limitation, stop signs or other traffic signs or freestanding light standards) so that the presence of the WCF is not readily apparent.

~~COLLOCATION: The siting of two (2) or more CMRS antenna arrays of similar or different technologies on the same antenna support structure or alternative tower structure, which allows appropriate separation of antennas to eliminate radio frequency interference between CMRS service providers.~~

~~COLLOCATION: The mounting or installation of transmission equipment on an Eligible Support Structure for the purpose of transmitting and /or receiving radio frequency signals for communications purposes.~~

~~COMMERCIAL MOBILE RADIO SERVICE (CMRS): Low power wireless telecommunication services including, but not limited to, cellular, enhanced specialized mobile radio (ESMR), paging and personal communication systems, and point to point microwave.~~

~~COMMERCIAL MOBILE RADIO SERVICE (CMRS) FACILITY: An unmanned facility which consists of equipment for the reception, switching and transmission of wireless telephone or data communications. Such facility may include elevated transmitting and receiving antennas, radio frequency transmission equipment and interconnection equipment. Facility types include: a) roof and/or building mounted facilities; b) antenna support structures; c) collocated facilities; and d) ancillary utility structures.~~

~~ELIGIBLE FACILITIES REQUEST: Any request for modification of an Existing Tower or Base Station that does not Substantially Change the physical dimensions of such Tower or Base Station involving: (i) collocation of new Transmission Equipment, (ii) removal of Transmission Equipment, or (iii) replacement of Transmission Equipment.~~

~~ELIGIBLE SUPPORT STRUCTURE: Any Tower or Base Station as defined in this Section, provided that it is Existing at the time the relevant application is filed with the City under this Section.~~

~~EXISTING TOWER OR BASE STATION: A constructed Tower or Base Station that was reviewed, approved, and lawfully constructed in accordance with all requirements of applicable law as of the time **it was built, for example, of an Eligible Facilities Request, provided that** a Tower that exists as a legal, non-conforming use and was lawfully constructed is Existing for purposes of this definition.~~

~~MAST, CONVENTIONAL: An upright structure made of wood, lattice metal or other material, typically guyed by cables and primarily intended for supporting antennas.~~

~~MAST, MONOPOLE: An upright, single spire structure made of metal or fiberglass, which is self-supporting and designed to withstand extreme lateral forces, and which is primarily intended for supporting cellular telecommunications antennas.~~

~~OTARD: An Over-the-Air Receiving Device.~~

OTARD ANTENNA: (i) An antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; or (ii) an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or (iii) an antenna that is designed to receive television broadcast signals.

OTARD ANTENNA STRUCTURE: Any pole, tower, or other structure designed and intended to support and OTARD Antenna.

SITE FOR TOWERS (other than Towers in the Right-of-Way and Eligible Support Structures): The current boundaries of the leased or owned property surrounding the Tower or Eligible Support Structure and any access or utility easements currently related to the Site. A Site, for other Towers in the Right-of-Way, is further restricted to that area comprising the base of the structure and to other related Accessory Equipment already deployed on the ground.

SUBSTANTIAL CHANGE FOR ELIGIBLE SUPPORT STRUCTURE: A modification that Substantially Changes the physical dimensions of an Eligible Support Structure if after the modification, the structure meets any of the following criteria: (i) for Towers other than Alternative Tower Structures in the Right-of-Way, it increases the height of the Tower by more than 10 percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other Eligible Support Structures, it increases the height of the structure by more than 10 percent or more than ten feet, whichever is greater; (ii) for Towers other than Towers in the Right-of-Way, it involves adding an appurtenance to the body of the Tower that would protrude from the edge of the Tower more than twenty feet, or more than the width of the Tower Structure at the level of the appurtenance, whichever is greater; for Eligible Support Structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet; (iii) for any Eligible Support Structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or for Towers in the Right-of-Way and Base Stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10 percent larger in height or overall volume than any other ground cabinets associated with the structure; (iv) for any Eligible Support Structure, it entails any excavation or deployment outside the current Site; (v) for any Eligible Support Structure, it would impair-undermine the concealment elements of the Eligible Support Structure; or (vi) for any Eligible Support Structure, it does not comply with conditions associated with the siting approval of the construction or modification of the Eligible Support Structure or Base Station equipment, unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that would not exceed the thresholds identified in paragraphs (i), (ii), and (iii) of this Definition; and (vii) for any Eligible Support Structure, it does not comply with the generally applicable building, structural, electrical, and safety codes or with other laws codifying objective standards reasonably related to health and safety, or it does not comply with any relevant Federal requirements.

TOWER: Any structure that is designed and constructed primarily built for the sole or primary purpose of supporting one or more any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. ~~Self-supporting lattice towers, guy towers or monopole towers.~~ The term includes self supporting lattice towers, guy towers, monopole towers, radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures and the like.

TRANSMISSION EQUIPMENT: Equipment that facilities transmission for any FCC licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

~~UTILITY STRUCTURE, ANCILLARY: A subordinate structure which is owned, operated or maintained by a commercial mobile radio service (CMRS) provider and which contains or is intended to contain equipment and tools which are related to the use, operation or maintenance of an on-site or adjacent CMRS facility.~~

WIRELESS COMMUNICATIONS FACILITY OR WCF: A facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services. A WCF does not include a facility entirely enclosed within a permitted building where the installation does not require a modification of the exterior of the building; nor does it include a device attached to a building, used for serving that building only and that is otherwise permitted under other provisions of the Code. A WCF includes an antenna or antennas, including without limitation, direction, omni-directional and parabolic antennas, base stations, support equipment, alternative tower structures, and Towers. It does not include the support structure to which the WCF or its components are attached if the use of such structures for WCFs is not the primary use. The term does not include mobile transmitting devices used by wireless service subscribers, such as vehicle or hand held radios/telephones and their associated transmitting Antennas, nor does it include other facilities specifically excluded from the coverage of this Section.

Section 2: Section 11 of Chapter 4 of Title 10 of the City Code is hereby repealed:

~~10-4-11: COMMERCIAL MOBILE RADIO SERVICE (CMRS) FACILITIES:~~

~~(A) CMRS Facilities Located Or Collocated On Existing Structures:~~

~~1. CMRS facilities which are supported entirely by a roof or wall of an existing nonresidential structure are allowed as a permitted use in any zone district. A CMRS facility may be located on~~

188 a multiple dwelling unit structure containing eight (8) or more dwelling units that is at least thirty
189 five feet (35') in height. Antennas, ancillary utility structures, and associated transmission
190 equipment shall be a neutral color that is identical to, or closely compatible with, the color of the
191 supporting structure. Antennas shall not extend more than fifteen feet (15') beyond the highest
192 point of the supporting structure.

193 2. Before any request for the construction of a new antenna support structure is approved, and
194 where technologically feasible, collocation of antennas on existing antenna support structures
195 shall be required. Where any party seeking access to an existing antenna support structure is
196 unable to satisfactorily contract for collocation, the parties shall appoint an arbitrator for
197 purposes of providing, by contract, for the terms, conditions, and costs which are to be associated
198 with the collocation. In those situations where the parties cannot agree on an arbitrator, one shall,
199 upon the request of the parties, be appointed by the city attorney. All costs of arbitration shall be
200 at the sole expense of the parties. The decision of the arbitrator shall be final and shall be binding
201 on the parties.

202 3. An applicant for a new antenna support structure shall demonstrate that it has contacted the
203 owners of all suitable structures within a five hundred foot (500') radius of the proposed facility,
204 and was denied permission to locate its CMRS facility on those structures.

205 4. No antenna support structure owner or lessee or employee thereof shall act to exclude or
206 attempt to exclude any other CMRS provider from the same location. An antenna support
207 structure owner or lessee or employee thereof shall cooperate in good faith to achieve collocation
208 of antennas with other CMRS providers.

209 (B) Antenna Support Structures:

210 1. Antenna support structures are allowed as a permitted use in any I P, I 1 or I 2 zone district.
211 (Ord. 30, Series of 1997)

212 2. Antenna support structures which are proposed to be located in any OS, A 1, R S, R L, R 4,
213 R 5, B P, T, B 1, B 2, B 3, CA, STP, CEM, or any PD zone district (except PD R single family)
214 or which are proposed to be located within two hundred fifty feet (250') of any R E, R 1, R 2, R
215 3, R 3X, or PD R zone district shall require approval by the planning commission as a
216 conditional use. (Ord. 8, Series of 2000; amd. Ord. 5, Series of 2005; Ord. 19, Series of 2012;
217 Ord. 15, Series of 2016)

218 3. Applications for proposed antenna support structures where, upon commencement of service,
219 the antennas of two (2) or more CMRS providers will be located, may be approved by
220 community development, based on the criteria applicable to conditional uses and the standards
221 set forth in this section.

222 4. Community development may approve the installation of a proposed antenna support structure
223 facility located on public property, based on the criteria applicable to conditional uses and the
224 standards set forth in this section. (Ord. 20, Series of 2012)

5. Excepting those antenna support structures permitted in the I-P, I-1, or I-2 zone districts, an antenna support structure shall not be permitted within a distance of five hundred feet (500') from an existing antenna support structure, except those facilities which are designed as alternative tower structures and which receive planning commission approval as a conditional use. The maximum permitted height of any antenna support structure shall be sixty feet (60') for the first CMRS provider whose antennas are located on the structure, plus twenty feet (20') for each additional provider's antennas, to a maximum height of one hundred feet (100'). (Ord. 30, Series of 1997; amd. Ord. 19, Series of 2012; Ord. 15, Series of 2016)

6. New antenna support structures shall be constructed to accommodate reasonably anticipated future collocated carriers.

7. An applicant for a new antenna support structure shall notify all CMRS providers licensed to offer service in the city that an application has been submitted. Notice shall include the address of the proposed facility. (Ord. 30, Series of 1997)

(C) Site Development Plan (SDP) Approvals:

1. Applications for CMRS facilities which include an ancillary utility structure shall require approval of an SDP. Applications may also be referred to the planning commission for review under the procedures established for conditional uses where unique environmental or aesthetic considerations exist which may affect the application. (Ord. 20, Series of 2012; amd. Ord. 15, Series of 2016)

2. Any decision to deny a request to place, construct, or modify personal wireless service (CMRS) facilities shall be in writing and supported by substantial evidence contained in a written record.

(D) Site Development Plan; CMRS Standards: An SDP (see chapter 7 of this title) shall be required for all parcels upon which any antenna support structure is proposed to be installed. In addition to all applicable zone district standards, the following standards for all CMRS facilities shall apply:

1. CMRS antennas attached to an antenna support structure may exceed the permissible height of the antenna support structure by no more than fifteen feet (15').

2. CMRS facilities shall not occupy a leased parcel of more than two thousand five hundred (2,500) square feet of the total land area of the site on which they are located, except that where a freestanding CMRS facility supports antennas of two (2) or more providers, an additional three hundred (300) square feet of land area for each additional provider may be occupied. (Ord. 30, Series of 1997)

3. CMRS facilities shall be landscaped and/or visually screened from adjacent residential properties and public rights of way. The exterior finish and color of CMRS facilities shall be compatible with adjacent development. Specific requirements for screening, landscaping, and/or

261 exterior building finish shall be determined by community development for each application.
262 Such requirements shall be based upon aesthetic considerations such as, but not limited to,
263 preservation of views, compatibility with existing surrounding vegetation and development, and
264 proximity of the proposed facility to residential properties and public rights of way. It is not the
265 intent of this subsection to require the total screening of antenna support structures. (Ord. 20,
266 Series of 2012)

267 4. Ancillary utility structures shall meet the required minimum building setbacks. Antenna
268 support structures which are not self supporting shall be separated from any existing building
269 except ancillary utility structures, by a distance not less than twenty five percent (25%) of the
270 antenna support structure's height. Antenna support structures shall meet the required minimum
271 setbacks and separations unless specifically requested otherwise in a conditional use application
272 and approved by the planning commission. (Ord. 30, Series of 1997; amd. Ord. 19, Series of
273 2012; Ord. 15, Series of 2016)

274 (E) Abandonment:

275 1. Whenever a CMRS provider notifies the federal communications commission that a site is to
276 be removed from service, the provider shall promptly provide a copy of that notice to the city
277 manager. CMRS facilities which are not in use for cellular purposes or which are deemed
278 abandoned under subsection (E)2 of this section for a period of six (6) consecutive months, shall
279 be removed by the CMRS facility owner. This removal shall occur within ninety (90) days of the
280 end of said six (6) month period. Upon removal, the site shall be revegetated to substantially the
281 condition it was in prior to the existence of the CMRS facility and, to that end, pursuant to a site
282 plan approved by the city.

283 2. Without limiting the generality of subsection (E)1 of this section, CMRS facilities shall be
284 deemed abandoned if one or more of the following conditions exist:

285 (a) Power service is intentionally disconnected, unless such disconnection is for the temporary
286 purpose of maintenance or repair;

287 (b) Any or all of the equipment required for transmission has been intentionally removed by the
288 owner or lessee from the site; and/or

289 (c) The affected CMRS facility owner has lost ownership, lease rights, or other legal authority to
290 use the property for purposes of operating a CMRS facility. (Ord. 30, Series of 1997)

291 3. Prior to any determination of abandonment by the city, the city shall notify the CMRS facility
292 owner in writing of its intent to declare the facilities abandoned. The CMRS facility owner shall
293 be entitled to respond within thirty (30) calendar days after its receipt of such notice stating
294 reasons why the determination of abandonment should not be made. A decision concerning the
295 matter of abandonment shall be made by the director of community development based upon the
296 written response of the CMRS facility owner within fifteen (15) days from its receipt of the
297 owner's reasons. A decision by the director of community development that the CMRS facility

has been abandoned shall be subject to appeal to the planning commission in accordance with the provisions contained in subsection (E)4 of this section.

4. The owner of a CMRS facility which has been determined by the director of community development to be abandoned may request a hearing before the planning commission, if such hearing is requested in writing within thirty (30) calendar days after its receipt of notice from the city that its site has been deemed abandoned. A hearing concerning the matter of abandonment shall thereafter be held by the planning commission within thirty (30) calendar days after its receipt of the owner's written request. A decision by the planning commission that the CMRS facility has been abandoned shall be final, shall direct the owner to remove said facility in conformance with subsection (E)1 of this section, and shall be subject to judicial review under rule 106(a)(4), CRCP. (Ord. 20, Series of 2012; amd. Ord. 15, Series of 2016)

5. In the event that the owner fails to remove the abandoned CMRS facility within the time specified in subsection (E)1 of this section, the city is hereby authorized to remove or cause the removal of the abandoned CMRS facility without any liability for trespass therefor, and all costs incurred by the city, including an administrative cost equal to twenty five percent (25%) of all direct costs, shall be charged as a lien against such real property and the owners thereof.

6. If the amount specified in subsection (E)5 of this section, is not paid within thirty (30) calendar days, the city shall have the right to seek collection of any amount due, plus statutory interest and any and all costs of collection, including, but not limited to, its attorney fees, through institution of an action at law or in equity. (Ord. 30, Series of 1997)

7. If the CMRS facility owner intends to abandon or cease use of a facility, he or she shall immediately notify the director of community development, in writing, of such intent or cessation of usage. The owner shall thereafter have ninety (90) days in which to remove the facility, and if he or she fails to remove the facility, then subsections (E)5 and (E)6 of this section shall control. (Ord. 20, Series of 2012)

Section 3: A new Chapter 16 of Title 10 of the City Code is hereby added:

Chapter 16. – WIRELESS COMMUNICATIONS FACILITIES (WCFS)

10-16-1: - INTENT AND PURPOSE:

IN ORDER TO ACCOMMODATE THE COMMUNICATION NEEDS OF RESIDENTS AND BUSINESSES WHILE PROTECTING THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE OF THE COMMUNITY, THE CITY COUNCIL FINDS THAT THESE REGULATIONS ARE NECESSARY TO:

- (A) PROVIDE FOR THE MANAGED DEVELOPMENT AND INSTALLATION, MAINTENANCE, MODIFICATION, AND REMOVAL OF WIRELESS COMMUNICATIONS INFRASTRUCTURE IN THE CITY WITH THE FEWEST NUMBER OF WIRELESS COMMUNICATIONS FACILITIES (WCFS) TO

- 334 COMPLETE A NETWORK WITHOUT UNREASONABLY DISCRIMINATING
335 AGAINST WIRELESS COMMUNICATIONS PROVIDERS OF FUNCTIONALLY
336 EQUIVALENT SERVICES, INCLUDING ALL OF THOSE WHO INSTALL,
337 MAINTAIN, OPERATE, AND REMOVE WCFS;
- 338 (B) PROMOTE AND PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE
339 BY REDUCING THE VISIBILITY OF WCFS TO THE FULLEST EXTENT
340 POSSIBLE THROUGH TECHNIQUES INCLUDING BUT NOT LIMITED TO
341 CAMOUFLAGE DESIGN TECHNIQUES AND UNDERGROUNDING OF WCFS
342 AND THE EQUIPMENT ASSOCIATED THEREWITH;
- 343 (C) ENCOURAGE THE DEPLOYMENT OF SMALLER, LESS INTRUSIVE WCFS
344 TO SUPPLEMENT EXISTING LARGER WCFS;
- 345 (D) ENCOURAGE THE USE OF WALL-MOUNTED PANEL ANTENNAS;
- 346 (E) ENCOURAGE ROOF-MOUNTED ANTENNAS ONLY WHEN WALL-
347 MOUNTED ANTENNAS WILL NOT PROVIDE ADEQUATE SERVICE OR ARE
348 NOT OTHERWISE FEASIBLE;
- 349 (F) ENCOURAGE THE LOCATION OF TOWERS IN NON-RESIDENTIAL AREAS,
350 IN A MANNER THAT MINIMIZES THE TOTAL NUMBER OF TOWERS
351 NEEDED THROUGHOUT THE COMMUNITY;
- 352 (G) ENCOURAGE STRONGLY THE COLLOCATION OF WCFS ON NEW AND
353 EXISTING SITES;
- 354 (H) ENCOURAGE OWNERS AND USERS OF ANTENNAS AND TOWERS TO
355 LOCATE THEM, TO THE EXTENT POSSIBLE, IN AREAS WHERE THE
356 ADVERSE IMPACT ON THE COMMUNITY IS MINIMIZED;
- 357 (I) ENHANCE THE ABILITY OF WIRELESS COMMUNICATIONS SERVICE
358 PROVIDERS TO PROVIDE SUCH SERVICES TO THE COMMUNITY QUICKLY,
359 EFFECTIVELY, AND EFFICIENTLY;
- 360 (J) EFFECTIVELY MANAGE WCFS IN THE PUBLIC RIGHT-OF-WAY;
- 361 (K) MANAGE AMATEUR RADIO FACILITIES AND OVER-THE-AIR RECEIVING
362 DEVICES IN THE CITY.

363110-16-2: - APPLICABILITY:

- 364 (A) THE REQUIREMENTS SET FORTH IN THIS CHAPTER 16 SHALL APPLY TO
365 ALL WCF APPLICATIONS FOR BASE STATIONS, ALTERNATIVE TOWER
366 STRUCTURES, ALTERNATIVE TOWER STRUCTURES LOCATED WITHIN

RIGHT-OF-WAY, AND TOWERS AS DEFINED IN SECTION 10-1-2 AND
FURTHER ADDRESSED HEREIN.

(B) THE REQUIREMENTS SET FORTH IN THIS CHAPTER 16 SHALL NOT
APPLY TO:

1. AMATEUR RADIO ANTENNAS THAT ARE OWNED AND OPERATED
BY A FEDERALLY LICENSED AMATEUR RADIO STATION OPERATOR
OR ARE USED EXCLUSIVELY FOR RECEIVE-ONLY ANTENNAS,
PROVIDED THAT THE REQUIREMENT THAT THE HEIGHT BE NO
MORE THAN THE DISTANCE FROM THE BASE OF THE ANTENNA TO
THE PROPERTY LINE IS MET.
2. PRE-EXISTING WCFS. ANY WCF FOR WHICH A PERMIT HAS BEEN
PROPERLY ISSUED PRIOR TO _____, 2017, SHALL NOT BE
REQUIRED TO MEET THE REQUIREMENTS OF THIS CHAPTER 16,
OTHER THAN THE REQUIREMENTS OF SECTION 10-16-4. CHANGES
AND ADDITIONS TO PRE-EXISTING WCFS (INCLUDING TRADING
OUT OF ANTENNAS FOR AN EQUAL NUMBER OF ANTENNAS) SHALL
MEET APPLICABLE REQUIREMENTS OF THIS SECTION 10-16-4.
NOWITHSTANDING THE FOREGOING, ANY MODIFICATIONS
QUALIFYING AS AN ELIGIBLE FACILITIES REQUESTS SHALL BE
EVALUATED UNDER SECTION 10-16-5(A)(5).
3. MISCELLANEOUS ANTENNAS. ANTENNAS USED FOR RECEPTION OF
TELEVISION, MULTI-CHANNEL VIDEO PROGRAMMING AND RADIO
SUCH AS OTARD ANTENNAS, TELEVISION BROADCAST BAND
ANTENNAS, AND BROADCAST RADIO ANTENNAS, PROVIDED THAT
ANY REQUIREMENTS RELATED TO ACCESSORY USES CONTAINED
IN CHAPTER 16 OF THIS CODE and the requirement that the height be no
more than the distance from the base to the property line are met. The Director
or his or her designee has the authority to approve modifications to the height
restriction related to OTARD antennas and OTARD antenna structures, if in the
reasonable discretion of the City, modifications are necessary to comply with
federal law.

10-16-3: – OPERATIONAL STANDARDS:

- (A) FEDERAL REQUIREMENTS. ALL WCFS SHALL MEET THE CURRENT
STANDARDS AND REGULATIONS OF THE FAA, THE FCC AND ANY
OTHER AGENCY OF THE FEDERAL GOVERNMENT WITH THE
AUTHORITY TO REGULATE WCFS. IF SUCH STANDARDS AND
REGULATIONS ARE CHANGED, THEN THE OWNERS OF THE WCF
GOVERNED BY THIS SECTION SHALL BRING SUCH FACILITY INTO
COMPLIANCE WITH SUCH REVISED STANDARDS AND REGULATIONS

406 WITHIN THE TIME PERIOD MANDATED BY THE CONTROLLING FEDERAL
407 AGENCY. FAILURE TO MEET SUCH REVISED STANDARDS AND
408 REGULATIONS SHALL CONSTITUTE GROUNDS FOR THE REMOVAL OF
409 THE WCF AT THE OWNER'S EXPENSE.

410 (B) RADIO FREQUENCY STANDARDS. ALL WCFS SHALL COMPLY WITH
411 FEDERAL STANDARDS FOR RADIO FREQUENCY EMISSIONS. IF
412 CONCERNS REGARDING COMPLIANCE WITH RADIO FREQUENCY
413 EMISSIONS STANDARDS FOR A WCF HAVE BEEN MADE TO THE CITY,
414 THE CITY MAY REQUEST THAT THE OWNER OR OPERATOR OF THE WCF
415 PROVIDE INFORMATION DEMONSTRATING COMPLIANCE. IF SUCH
416 INFORMATION SUGGESTS, IN THE REASONABLE DISCRETION OF THE
417 CITY, THAT THE WCF MAY NOT BE IN COMPLIANCE, THE CITY MAY
418 REQUEST AND THE OWNER OR OPERATOR OF THE WCF SHALL SUBMIT
419 A PROJECT IMPLEMENTATION REPORT WHICH PROVIDES CUMULATIVE
420 FIELD MEASUREMENTS OF RADIO FREQUENCY EMISSIONS OF ALL
421 ANTENNAS INSTALLED AT THE SUBJECT SITE, AND WHICH COMPARES
422 THE RESULTS WITH ESTABLISHED FEDERAL STANDARDS. IF, UPON
423 REVIEW, THE CITY FINDS THAT THE FACILITY DOES NOT MEET
424 FEDERAL STANDARDS, THE CITY MAY REQUIRE CORRECTIVE ACTION
425 WITHIN A REASONABLE PERIOD OF TIME, AND IF NOT CORRECTED,
426 MAY REQUIRE REMOVAL OF THE WCF PURSUANT TO SECTION 10-16-
427 3(A). ANY REASONABLE COSTS INCURRED BY THE CITY, INCLUDING
428 REASONABLE CONSULTING COSTS TO VERIFY COMPLIANCE WITH
429 THESE REQUIREMENTS, SHALL BE PAID BY THE APPLICANT.

430 (C) SIGNAL INTERFERENCE. ALL WCFS SHALL BE DESIGNED AND SITED,
431 CONSISTENT WITH APPLICABLE FEDERAL REGULATIONS, SO AS NOT TO
432 CAUSE INTERFERENCE WITH THE NORMAL OPERATION OF RADIO,
433 TELEVISION, TELEPHONE AND OTHER COMMUNICATION SERVICES
434 UTILIZED BY ADJACENT RESIDENTIAL AND NON-RESIDENTIAL
435 PROPERTIES; NOR SHALL ANY SUCH FACILITIES INTERFERE WITH ANY
436 PUBLIC SAFETY COMMUNICATIONS. THE APPLICANT SHALL PROVIDE A
437 WRITTEN STATEMENT FROM A QUALIFIED RADIO FREQUENCY
438 ENGINEER, CERTIFYING THAT A TECHNICAL EVALUATION OF EXISTING
439 AND PROPOSED FACILITIES INDICATES NO POTENTIAL INTERFERENCE
440 PROBLEMS AND SHALL ALLOW THE CITY TO MONITOR INTERFERENCE
441 LEVELS WITH PUBLIC SAFETY COMMUNICATIONS DURING THIS
442 PROCESS. ADDITIONALLY, THE APPLICANT SHALL NOTIFY THE CITY
443 AT LEAST TEN CALENDAR DAYS PRIOR TO THE INTRODUCTION OF NEW
444 SERVICE OR CHANGES IN EXISTING SERVICE, AND SHALL ALLOW THE
445 CITY TO MONITOR INTERFERENCE LEVELS WITH PUBLIC SAFETY
446 COMMUNICATIONS DURING THE APPLICANT'S TESTING PROCESS.

(D) LEGAL ACCESS. IN ALL APPLICATIONS FOR WCFs AN APPLICANT MUST WARRANT AND REPRESENT THAT IT HAS THE WRITTEN AGREEMENT OF THE OWNER OF THE PROPERTY WHICH IS THE SUBJECT OF THE APPLICATION FOR LEGAL ACCESS TO AND FROM THE WCF AND THE APPLICANT MUST ALSO WARRANT AND REPRESENT THAT IT WILL HAVE LEGAL ACCESS TO THE UTILITIES TO OPERATE AND MAINTAIN THE WCF.

(E) OPERATION AND MAINTENANCE. TO ENSURE THE STRUCTURAL INTEGRITY OF WCFs, THE OWNER OF A WCF SHALL ENSURE THAT IT IS MAINTAINED IN COMPLIANCE WITH STANDARDS CONTAINED IN APPLICABLE LOCAL BUILDING AND SAFETY CODES. IF UPON INSPECTION, THE CITY CONCLUDES THAT A WCF FAILS TO COMPLY WITH SUCH CODES AND CONSTITUTES A DANGER TO PERSONS OR PROPERTY, THEN, UPON WRITTEN NOTICE BEING PROVIDED TO THE OWNER OF THE WCF, THE OWNER SHALL HAVE 30 DAYS FROM THE DATE OF NOTICE TO BRING SUCH WCF INTO COMPLIANCE. UPON GOOD CAUSE SHOWN BY THE OWNER, THE CITY'S CHIEF BUILDING OFFICIAL MAY EXTEND SUCH COMPLIANCE PERIOD NOT TO EXCEED 90 DAYS FROM THE DATE OF SAID NOTICE. IF THE OWNER FAILS TO BRING SUCH WCF INTO COMPLIANCE WITHIN SAID TIME PERIOD, THE CITY MAY REMOVE SUCH WCF AT THE OWNER'S EXPENSE.

(F) ABANDONMENT AND REMOVAL. IF A WCF HAS NOT BEEN IN USE FOR A PERIOD OF THREE MONTHS, THE OWNER OF THE WCF SHALL NOTIFY THE CITY OF THE NON-USE AND SHALL INDICATE WHETHER RE-USE IS EXPECTED WITHIN THE ENSUING THREE MONTHS. ANY WCF THAT IS NOT OPERATED FOR A CONTINUOUS PERIOD OF SIX MONTHS SHALL BE CONSIDERED ABANDONED. THE CITY, IN ITS SOLE DISCRETION, MAY REQUIRE AN ABANDONED WCF TO BE REMOVED. THE OWNER OF SUCH WCF SHALL REMOVE THE SAME WITHIN 30 DAYS OF RECEIPT OF WRITTEN NOTICE FROM THE CITY. IF SUCH WCF IS NOT REMOVED WITHIN SAID 30 DAYS, THE CITY MAY REMOVE IT AT THE OWNER'S EXPENSE AND ANY APPROVED PERMITS FOR THE WCF SHALL BE DEEMED TO HAVE EXPIRED.

10-16-4: – DESIGN STANDARDS:

(A) THE REQUIREMENTS SET FORTH IN THIS SECTION SHALL APPLY TO THE LOCATION AND DESIGN OF ALL WCFs GOVERNED BY THIS SECTION AS SPECIFIED BELOW; PROVIDED, HOWEVER, THAT THE CITY MAY WAIVE THESE REQUIREMENTS IF IT DETERMINES THAT THE GOALS OF THIS SECTION ARE BETTER SERVED THEREBY. TO THAT END, WCFs SHALL BE DESIGNED AND LOCATED TO MINIMIZE THE IMPACT ON THE SURROUNDING NEIGHBORHOOD AND TO MAINTAIN THE CHARACTER

488 AND APPEARANCE OF THE CITY, CONSISTENT WITH OTHER PROVISIONS
489 OF THIS CODE.

490 1. CAMOUFLAGE/CONCEALMENT. ALL WCFS AND ANY
491 TRANSMISSION EQUIPMENT SHALL, TO THE EXTENT POSSIBLE,
492 USE CAMOUFLAGE DESIGN TECHNIQUES INCLUDING, BUT NOT
493 LIMITED TO THE USE OF MATERIALS, COLORS, TEXTURES,
494 SCREENING, UNDERGROUNDING, LANDSCAPING, OR OTHER
495 DESIGN OPTIONS THAT WILL BLEND THE WCF INTO THE
496 SURROUNDING NATURAL SETTING AND BUILT ENVIRONMENT.
497 DESIGN, MATERIALS AND COLORS OF WCFS SHALL BE
498 COMPATIBLE WITH THE SURROUNDING ENVIRONMENT. DESIGNS
499 SHALL BE COMPATIBLE WITH STRUCTURES AND VEGETATION
500 ON THE SAME PARCEL AND ADJACENT PARCELS.

501 (A) CAMOUFLAGE DESIGN MAY BE OF HEIGHTENED
502 IMPORTANCE WHERE FINDINGS OF PARTICULAR
503 SENSITIVITY ARE MADE (E.G. PROXIMITY TO HISTORIC OR
504 AESTHETICALLY SIGNIFICANT STRUCTURES, VIEWS,
505 AND/OR COMMUNITY FEATURES). IN SUCH INSTANCES
506 WHERE WCFS ARE LOCATED IN AREAS OF HIGH VISIBILITY,
507 THEY SHALL (WHERE POSSIBLE) BE DESIGNED (E.G.,
508 PLACED UNDERGROUND, DEPRESSED, OR LOCATED
509 BEHIND EARTH BERMS) TO MINIMIZE THEIR PROFILE.

510 (B) THE CAMOUFLAGE DESIGN MAY INCLUDE THE USE OF
511 ALTERNATIVE TOWER STRUCTURES SHOULD THE
512 COMMUNITY DEVELOPMENT DIRECTOR DETERMINE THAT
513 SUCH DESIGN MEETS THE INTENT OF THIS CODE AND THE
514 COMMUNITY IS BETTER SERVED THEREBY.

515 (C) ALL WCFS, SUCH AS ANTENNAS, VAULTS, EQUIPMENT
516 ROOMS, EQUIPMENT ENCLOSURES, AND TOWER
517 STRUCTURES SHALL BE CONSTRUCTED OUT OF NON-
518 REFLECTIVE MATERIALS (VISIBLE EXTERIOR SURFACES
519 ONLY).

520 1. HAZARDOUS MATERIALS. NO HAZARDOUS MATERIALS SHALL
521 BE PERMITTED IN ASSOCIATION WITH WCFS, EXCEPT THOSE
522 NECESSARY FOR THE OPERATIONS OF THE WCF AND ONLY IN
523 ACCORDANCE WITH ALL APPLICABLE LAWS GOVERNING SUCH
524 MATERIALS.

525 2. SITING.

(A) NO PORTION OF ANY WCF MAY EXTEND BEYOND THE
PROPERTY LINE.

(B) COLLOCATION. WCFS MAY BE REQUIRED TO BE DESIGNED
AND CONSTRUCTED TO PERMIT THE FACILITY TO
ACCOMMODATE WCFS FROM AT LEAST 2 WIRELESS
SERVICE PROVIDERS ON THE SAME WCF UNLESS THE CITY
APPROVES AN ALTERNATIVE DESIGN. NO WCF OWNER OR
OPERATOR SHALL UNFAIRLY EXCLUDE A COMPETITOR
FROM USING THE SAME FACILITY OR LOCATION.

(C) WCFS SHALL BE SITED IN A LOCATION THAT DOES NOT
REDUCE THE PARKING FOR THE OTHER PRINCIPAL USES
ON THE PARCEL BELOW CODE STANDARDS.

3. LIGHTING. WCFS SHALL NOT BE ARTIFICIALLY LIGHTED,
UNLESS REQUIRED BY THE FAA OR OTHER APPLICABLE
GOVERNMENTAL AUTHORITY, OR THE WCF IS MOUNTED ON A
LIGHT POLE OR OTHER SIMILAR STRUCTURE PRIMARILY USED
FOR LIGHTING PURPOSES. IF LIGHTING IS REQUIRED, THE CITY
MAY REVIEW THE AVAILABLE LIGHTING ALTERNATIVES AND
APPROVE THE DESIGN THAT WOULD CAUSE THE LEAST
DISTURBANCE TO THE SURROUNDING VIEWS. LIGHTING SHALL
BE SHIELDED OR DIRECTED TO THE GREATEST EXTENT POSSIBLE
SO AS TO MINIMIZE THE AMOUNT OF GLARE AND LIGHT FALLING
ONTO NEARBY PROPERTIES, PARTICULARLY RESIDENCES.

4. LANDSCAPING AND FENCING REQUIREMENTS

(A) WCFS SHALL BE SITED IN A MANNER THAT DOES NOT
REDUCE THE LANDSCAPED AREAS FOR THE OTHER
PRINCIPAL USES ON THE PARCEL, BELOW CODE
STANDARDS.

(B) WCFS SHALL BE LANDSCAPED WITH A BUFFER OF PLANT
MATERIALS THAT EFFECTIVELY SCREEN THE VIEW OF THE
WCF FROM ADJACENT RESIDENTIAL PROPERTY. THE
STANDARD BUFFER SHALL CONSIST OF THE FRONT, SIDE,
AND REAR LANDSCAPED SETBACK ON THE PERIMETER OF
THE SITE.

(C) IN LOCATIONS WHERE THE VISUAL IMPACT OF THE WCF
WOULD BE MINIMAL, THE LANDSCAPING REQUIREMENT
MAY BE REDUCED OR WAIVED ALTOGETHER BY THE
DIRECTOR OR ASSIGNED DESIGNEE.

(D) EXISTING MATURE TREE GROWTH AND NATURAL LANDFORMS ON THE SITE SHALL BE PRESERVED TO THE MAXIMUM EXTENT POSSIBLE. IN SOME CASES, SUCH AS WCFS SITED ON LARGE, WOODED LOTS, NATURAL GROWTH AROUND THE SITE PERIMETER MAY BE SUFFICIENT TO BUFFER.

(E) NO TREES LARGER THAN 4 INCHES IN DIAMETER MEASURED AT 4 ½ FEET HIGH ON THE TREE MAY BE REMOVED, UNLESS AUTHORIZED BY THE COMMUNITY DEVELOPMENT DIRECTOR. TO OBTAIN SUCH AUTHORIZATION THE APPLICANT SHALL SHOW THAT TREE REMOVAL IS NECESSARY, THE APPLICANT'S PLAN MINIMIZES THE NUMBER OF TREES TO BE REMOVED AND ANY TREES REMOVED ARE REPLACED AT A RATIO OF 2 TO 1.

5. NOISE. NOISE GENERATED ON THE SITE MUST NOT EXCEED THE LEVELS PERMITTED IN THE CITY CODE, EXCEPT THAT A WCF OWNER OR OPERATOR SHALL BE PERMITTED TO EXCEED CITY CODE NOISE STANDARDS FOR A REASONABLE PERIOD OF TIME DURING REPAIRS, NOT TO EXCEED TWO HOURS WITHOUT PRIOR AUTHORIZATION FROM THE CITY.

6. ADDITIONAL DESIGN REQUIREMENTS SHALL BE APPLICABLE TO THE VARIOUS TYPES OF WCFS AS SPECIFIED BELOW:

(A) BASE STATIONS. IF AN ANTENNA IS INSTALLED ON A STRUCTURE OTHER THAN A TOWER, SUCH AS A BASE STATION (INCLUDING, BUT NOT LIMITED TO THE ANTENNAS AND ACCESSORY EQUIPMENT) IT SHALL BE OF A NEUTRAL, NON-REFLECTIVE COLOR THAT IS IDENTICAL TO, OR CLOSELY COMPATIBLE WITH, THE COLOR OF THE SUPPORTING STRUCTURE, OR USES OTHER CAMOUFLAGE/CONCEALMENT DESIGN TECHNIQUES SO AS TO MAKE THE ANTENNA AND RELATED FACILITIES AS VISUALLY UNOBTRUSIVE AS POSSIBLE, INCLUDING FOR EXAMPLE, WITHOUT LIMITATION, PAINTING THE ANTENNAS AND EQUIPMENT TO MATCH THE STRUCTURE.

(B) ALTERNATIVE TOWER STRUCTURES. ALTERNATIVE TOWER STRUCTURES SHALL BE DESIGNED AND CONSTRUCTED TO LOOK LIKE A BUILDING, FACILITY, OR STRUCTURE TYPICALLY FOUND IN THE AREA AND SHALL.

- 603 I. WITH RESPECT TO ITS POLE-MOUNTED
604 COMPONENTS, BE LOCATED ON AN EXISTING
605 UTILITY POLE SERVING ANOTHER UTILITY; OR
- 606 II. BE CAMOUFLAGED/CONCEALED CONSISTENT WITH
607 OTHER EXISTING NATURAL OR MAN-MADE
608 FEATURES IN THE RIGHT-OF-WAY NEAR THE
609 LOCATION WHERE THE ALTERNATIVE TOWER
610 STRUCTURE WILL BE LOCATED; OR
- 611 III. WITH RESPECT TO ITS POLE COMPONENTS, BE
612 LOCATED ON A NEW UTILITY POLE WHERE OTHER
613 UTILITY DISTRIBUTION LINES ARE AERIAL, IF THERE
614 ARE NO REASONABLE ALTERNATIVES, AND THE
615 APPLICANT IS AUTHORIZED TO CONSTRUCT THE
616 NEW UTILITY POLES; OR
- 617 IV. TO THE EXTENT REASONABLY FEASIBLE, BE
618 CONSISTENT WITH THE SIZE AND SHAPE OF THE
619 POLE-MOUNTED EQUIPMENT INSTALLED BY
620 COMMUNICATIONS COMPANIES ON UTILITY POLES
621 NEAR THE ALTERNATIVE TOWER STRUCTURE;
- 622 V. BE SIZED TO MINIMIZE THE NEGATIVE AESTHETIC
623 IMPACTS TO THE RIGHT-OF-WAY;
- 624 VI. BE DESIGNED SUCH THAT ANTENNA INSTALLATIONS
625 ON TRAFFIC SIGNAL STANDARDS ARE PLACED IN A
626 MANNER SO THAT THE SIZE, APPEARANCE, AND
627 FUNCTION OF THE SIGNAL WILL NOT BE
628 CONSIDERABLY ALTERED.
- 629 VII. REQUIRE THAT ANY GROUND-MOUNTED EQUIPMENT
630 SHALL BE LOCATED IN A MANNER NECESSARY TO
631 ADDRESS BOTH PUBLIC SAFETY AND AESTHETIC
632 CONCERNS IN THE REASONABLE DISCRETION OF THE
633 DIRECTOR, AND MAY, WHERE APPROPRIATE,
634 REQUIRE A FLUSH-TO-GRADE UNDERGROUND
635 EQUIPMENT VAULT- AND
- 636 VIII. NOT ALTER VEHICULAR CIRCULATION OR PARKING
637 WITHIN THE RIGHT-OF-WAY OR IMPEDE VEHICULAR,
638 BICYCLE, OR PEDESTRIAN ACCESS OR VISIBILITY
639 ALONG THE RIGHT-OF-WAY. THE ALTERNATIVE
640 TOWER STRUCTURE MUST COMPLY WITH THE

AMERICANS WITH DISABILITIES ACT AND EVERY OTHER LOCAL, STATE, AND FEDERAL LAW AND REGULATIONS. NO ALTERNATIVE TOWER STRUCTURE MAY BE LOCATED OR MAINTAINED IN A MANNER THAT CAUSES UNREASONABLE INTERFERENCE. UNREASONABLE INTERFERENCE MEANS ANY USE OF THE RIGHT-OF-WAY THAT DISRUPTS OR INTERFERES WITH ITS USE BY THE CITY, THE GENERAL PUBLIC, OR OTHER PERSON AUTHORIZED TO USE OR BE PRESENT UPON THE RIGHT-OF-WAY, WHEN THERE EXISTS AN ALTERNATIVE THAT WOULD RESULT IN LESS DISRUPTION OR INTERFERENCE. UNREASONABLE INTERFERENCE INCLUDES ANY USE OF THE RIGHT-OF-WAY THAT DISRUPTS VEHICULAR OR PEDESTRIAN TRAFFIC, ANY INTERFERENCE WITH PUBLIC UTILITIES, AND ANY OTHER ACTIVITY THAT WILL PRESENT A HAZARD TO PUBLIC HEALTH, SAFETY, OR WELFARE.

(C) TOWERS.

- I. TOWERS SHALL EITHER MAINTAIN A GALVANIZED STEEL FINISH, OR, SUBJECT TO ANY APPLICABLE FAA STANDARDS, BE PAINTED A NEUTRAL COLOR SO AS TO REDUCE VISUAL OBTRUSIVENESS AS DETERMINED BY THE CITY;
- II. TOWER STRUCTURES SHOULD USE EXISTING LAND FORMS, VEGETATION, AND STRUCTURES TO AID IN SCREENING THE FACILITY FROM VIEW OR BLENDING IN WITH THE SURROUNDING BUILT AND NATURAL ENVIRONMENT;
- III. MONOPOLE SUPPORT STRUCTURES SHALL TAPER FROM THE BASE TO THE TIP;
- IV. ALL TOWERS SHALL BE ENCLOSED BY SECURITY FENCING OR WALL AT LEAST 6 FEET IN HEIGHT AND SHALL ALSO BE EQUIPPED WITH AN APPROPRIATE ANTI-CLIMBING DEVICE.

(D) RELATED ACCESSORY EQUIPMENT. ACCESSORY EQUIPMENT FOR ALL WCFS SHALL MEET THE FOLLOWING REQUIREMENTS:

- I. ALL BUILDINGS, SHELTER, CABINETS, AND OTHER ACCESSORY COMPONENTS SHALL BE GROUPED AS CLOSELY AS TECHNICALLY POSSIBLE;
- II. THE TOTAL FOOTPRINT COVERAGE AREA OF THE WCF'S ACCESSORY EQUIPMENT SHALL NOT EXCEED 350 SQUARE FEET;
- III. NO RELATED ACCESSORY EQUIPMENT OR ACCESSORY STRUCTURE SHALL EXCEED 12 FEET IN HEIGHT;
- IV. ACCESSORY EQUIPMENT, INCLUDING BUT NOT LIMITED TO REMOTE RADIO UNITS, SHALL BE LOCATED OUT OF SIGHT WHENEVER POSSIBLE BY LOCATING BEHIND PARAPET WALLS OR WITHIN EQUIPMENT ENCLOSURES. WHERE SUCH ALTERNATE LOCATIONS ARE NOT AVAILABLE, THE ACCESSORY EQUIPMENT SHALL BE CAMOUFLAGED OR CONCEALED.

10-16-5: – REVIEW PROCEDURES AND REQUIREMENTS:

- (A) NO NEW WCF SHALL BE CONSTRUCTED AND NO COLLOCATION OR MODIFICATION TO ANY WCF MAY OCCUR EXCEPT AFTER A WRITTEN REQUEST FROM AN APPLICANT, REVIEWED AND APPROVED BY THE CITY IN ACCORDANCE WITH THIS CHAPTER. ALL WCFS EXCEPT ELIGIBLE FACILITIES REQUESTS WHICH ARE REVIEWED UNDER SUBSECTION (A)5 OF THIS SECTION, SHALL BE REVIEWED PURSUANT TO THE FOLLOWING PROCEDURES:

1. SUBMITTAL REQUIREMENTS. IN ADDITION TO AN APPLICATION FORM, SIGNAL INTERFERENCE LETTER, AND SUBMITTAL FEES, EACH APPLICANT SHALL SUBMIT A SCALED SITE PLAN, PHOTO SIMULATION, SCALED ELEVATION VIEW AND OTHER SUPPORTING DRAWINGS, CALCULATIONS, AND OTHER DOCUMENTATION, SIGNED AND SEALED BY APPROPRIATE QUALIFIED PROFESSIONALS, SHOWING THE LOCATION AND DIMENSION OF ALL IMPROVEMENTS, INCLUDING INFORMATION CONCERNING TOPOGRAPHY, RADIO FREQUENCY COVERAGE, TOWER HEIGHT, SETBACKS, DRIVES, PARKING, FENCING, LANDSCAPING, ADJACENT USES, DRAINAGE, AND OTHER INFORMATION DEEMED BY THE DIRECTOR TO BE NECESSARY TO ASSESS COMPLIANCE WITH THIS SECTION.

2. INVENTORY OF EXISTING SITES. EACH APPLICANT FOR A WCF SHALL PROVIDE TO THE DIRECTOR A NARRATIVE AND MAP DESCRIPTION OF THE APPLICANT'S EXISTING OR THEN CURRENTLY PROPOSED WCFS WITHIN THE CITY, AND OUTSIDE OF THE CITY WITHIN ONE MILE OF ITS BOUNDARIES. IN ADDITION, THE APPLICANT SHALL INFORM THE CITY GENERALLY OF THE AREAS OF THE CITY IN WHICH IT BELIEVES WCFS MAY NEED TO BE LOCATED WITHIN THE NEXT THREE YEARS. THE INVENTORY LIST SHOULD IDENTIFY THE SITE NAME, SITE ADDRESS, AND A GENERAL DESCRIPTION OF THE FACILITY (I.E., —ROOFTOP ANTENNAS AND GROUND MOUNTED EQUIPMENT). THIS PROVISION IS NOT INTENDED TO BE A REQUIREMENT THAT THE APPLICANT SUBMIT ITS BUSINESS PLAN, PROPRIETARY INFORMATION, OR MAKE COMMITMENTS REGARDING LOCATIONS OF WCFS WITHIN THE CITY. RATHER, IT IS AN ATTEMPT TO PROVIDE A MECHANISM FOR THE CITY AND ALL APPLICANTS FOR WCFS TO SHARE GENERAL INFORMATION, ASSIST IN THE CITY'S COMPREHENSIVE PLANNING PROCESS, AND PROMOTE COLLOCATION BY IDENTIFYING AREAS IN WHICH WCFS MIGHT BE APPROPRIATELY CONSTRUCTED FOR MULTIPLE USERS.

THE COMMUNITY DEVELOPMENT DEPARTMENT MAY SHARE SUCH INFORMATION WITH OTHER APPLICANTS APPLYING FOR ADMINISTRATIVE APPROVALS OR CONDITIONAL PERMITS UNDER THIS SECTION OR OTHER ORGANIZATIONS SEEKING TO LOCATE WCFS WITHIN THE JURISDICTION OF THE CITY, PROVIDED HOWEVER, THAT THE COMMUNITY DEVELOPMENT DEPARTMENT IS NOT, BY SHARING SUCH INFORMATION, IN ANY WAY REPRESENTING OR WARRANTING THAT SUCH SITES ARE AVAILABLE OR SUITABLE.

3. IN ALL ZONING DISTRICTS AND PLANNED DEVELOPMENTS, APPLICATIONS FOR BASE STATIONS, ALTERNATIVE TOWER STRUCTURES AND ALTERNATIVE TOWER STRUCTURES WITHIN RIGHT-OF-WAY, SHALL BE REVIEWED BY THE DIRECTOR FOR CONFORMANCE TO THIS SECTION AND CODE USING THE SITE PLAN REVIEW PROCEDURES SET FORTH IN SECTION 10-7 OF THIS CODE. SHOULD THE DIRECTOR CONSIDER THE PROPOSED WCF TO HAVE A SIGNIFICANT VISUAL IMPACT, (I.E., PROXIMITY TO HISTORICAL SITES) OR OTHERWISE BE INCOMPATIBLE WITH THE STRUCTURE OR SURROUNDING AREA, OR NOT MEET THE INTENT OF THESE PROVISIONS, THE DIRECTOR MAY REFER THE APPLICATION TO CITY COUNCIL FOR APPROVAL, AFTER A RECOMMENDATION BY PLANNING COMMISSION.

4. IN ALL ZONING DISTRICTS AND PLANNED DEVELOPMENTS, ALL OTHER TOWERS MAY BE PERMITTED ONLY AS A CONDITIONAL USE. WCFS SHALL BE REVIEWED FOR CONFORMANCE TO THIS SECTION AND CODE USING THE CONDITIONAL USE REVIEW PROCEDURES SET FORTH IN SECTION 10-8-1, ET SEQ. OF THIS CODE. ALL APPLICATIONS FOR TOWERS SHALL DEMONSTRATE THAT OTHER ALTERNATIVE DESIGN OPTIONS SUCH AS BASE STATIONS OR ALTERNATIVE TOWER STRUCTURES ARE NOT VIABLE OPTIONS AS DETERMINED BY THE CITY. NOTWITHSTANDING ANYTHING IN THIS TITLE TO THE CONTRARY, NO TOWERS LOCATED IN THE RIGHT-OF-WAY SHALL EXCEED 35 FEET IN HEIGHT.

5. REVIEW PROCEDURES FOR ELIGIBLE FACILITIES REQUESTS.

(A) APPLICATION. IN ALL ZONING DISTRICTS AND PLANNED DEVELOPMENTS, ELIGIBLE FACILITIES REQUESTS SHALL BE CONSIDERED A USE BY RIGHT SUBJECT TO ADMINISTRATIVE REVIEW. THE CITY SHALL PREPARE, AND, FROM TIME TO TIME, REVISE AND MAKE PUBLICLY AVAILABLE, AN APPLICATION FORM WHICH SHALL BE LIMITED TO THE INFORMATION NECESSARY FOR THE CITY TO CONSIDER WHETHER AN APPLICATION IS AN ELIGIBLE FACILITIES REQUEST. SUCH INFORMATION MAY INCLUDE, WITHOUT LIMITATION, WHETHER THE PROJECT:

I. WOULD RESULT IN A SUBSTANTIAL CHANGE;

II. VIOLATES A GENERALLY APPLICABLE LAW, REGULATIONS, OR OTHER RULE CODIFYING OBJECTIVE STANDARDS REASONABLY RELATED TO PUBLIC HEALTH AND SAFETY.

THE APPLICATION MAY NOT REQUIRE THE APPLICANT TO DEMONSTRATE A NEED OR BUSINESS CASE FOR THE PROPOSED MODIFICATION OR COLLOCATION.

(B) TYPE OF REVIEW. UPON RECEIPT OF AN APPLICATION FOR AN ELIGIBLE FACILITIES REQUEST PURSUANT TO THIS SECTION, THE DIRECTOR SHALL REVIEW SUCH APPLICATION TO DETERMINE WHETHER THE APPLICATION SO QUALIFIES.

(C) TIMEFRAME FOR REVIEW. SUBJECT TO THE TOLLING PROVISIONS OF SUBPARAGRAPH D. BELOW, WITHIN 60 DAYS OF THE DATE ON WHICH AN APPLICANT SUBMITS AN APPLICATION SEEKING APPROVAL UNDER THIS SECTION,

THE CITY SHALL APPROVE THE APPLICATION UNLESS IT DETERMINES THAT THE APPLICATION IS NOT COVERED BY THIS SUBSECTION.

(D) TOLLING OF THE TIMEFRAME FOR REVIEW. THE 60-DAY REVIEW PERIOD BEGINS TO RUN WHEN THE APPLICATION IS FILED, AND MAY BE TOLLED ONLY BY MUTUAL AGREEMENT OF THE CITY AND THE APPLICANT, OR IN CASES WHERE THE DIRECTOR DETERMINES THAT THE APPLICATION IS INCOMPLETE:

I. TO TOLL THE TIMEFRAME FOR INCOMPLETENESS, THE CITY MUST PROVIDE WRITTEN NOTICE TO THE APPLICANT WITHIN 30 DAYS OF RECEIPT OF THE APPLICATION, SPECIFICALLY DELINEATING ALL MISSING DOCUMENTS OR INFORMATION REQUIRED IN THE APPLICATION;

II. THE TIMEFRAME FOR REVIEW BEGINS RUNNING AGAIN WHEN THE APPLICANT MAKES A SUPPLEMENTAL WRITTEN SUBMISSION IN RESPONSE TO THE CITY'S NOTICE OF INCOMPLETENESS; AND

III. FOLLOWING A SUPPLEMENTAL SUBMISSION, THE CITY WILL NOTIFY THE APPLICANT WITHIN 10 DAYS THAT THE SUPPLEMENTAL SUBMISSION DID NOT PROVIDE THE INFORMATION IDENTIFIED IN THE ORIGINAL NOTICE DELINEATING MISSING INFORMATION. THE TIMEFRAME IS TOLLED IN THE CASE OF SECOND OR SUBSEQUENT NOTICES PURSUANT TO THE PROCEDURES IDENTIFIED IN PARAGRAPH (D)I. IN THE CASE OF A SECOND OR SUBSEQUENT NOTICE OF INCOMPLETENESS, THE CITY MAY NOT SPECIFY MISSING INFORMATION OR DOCUMENTS THAT WERE NOT DELINEATED IN THE ORIGINAL NOTICE OF INCOMPLETENESS.

(E) FAILURE TO ACT. IN THE EVENT THE CITY FAILS TO ACT ON A REQUEST SEEKING APPROVAL FOR AN ELIGIBLE FACILITIES REQUEST UNDER THIS SECTION WITHIN THE TIMEFRAME FOR REVIEW (ACCOUNTING FOR ANY TOLLING), THE REQUEST SHALL BE DEEMED GRANTED. THE DEEMED GRANT BECOMES EFFECTIVE WHEN THE APPLICANT NOTIFIES THE CITY IN WRITING AFTER THE REVIEW PERIOD

837 HAS EXPIRED (ACCOUNTING FOR ANY TOLLING) THAT THE
838 APPLICATION HAS BEEN DEEMED GRANTED.

839 (F) INTERACTION WITH TELECOMMUNICATIONS ACT SECTION
840 332(C)(7). IF THE CITY DETERMINES THAT THE APPLICANT'S
841 REQUEST IS NOT AN ELIGIBLE FACILITIES REQUEST AS
842 DELINEATED IN THIS CHAPTER, THE PRESUMPTIVELY
843 REASONABLE TIMEFRAME UNDER SECTION 332(C)(7), AS
844 PRESCRIBED BY THE FCC'S SHOT CLOCK ORDER, WILL BEGIN
845 TO RUN FROM THE ISSUANCE OF THE CITY'S DECISION THAT
846 THE APPLICATION IS NOT A COVERED REQUEST. TO THE
847 EXTENT SUCH INFORMATION IS NECESSARY, THE CITY MAY
848 REQUEST ADDITIONAL INFORMATION FROM THE APPLICANT
849 TO EVALUATE THE APPLICATION UNDER SECTION 332(C)(7)
850 REVIEWS.

851 6. ABANDONMENT AND REMOVAL. PRIOR TO APPROVAL,
852 AFFIDAVITS SHALL BE REQUIRED FROM THE OWNER OF THE
853 PROPERTY AND FROM THE APPLICANT ACKNOWLEDGING THAT
854 EACH IS RESPONSIBLE FOR THE REMOVAL OF A WCF THAT IS
855 ABANDONED OR IS UNUSED FOR A PERIOD OF SIX MONTHS.

856 7. DECISION. ANY DECISION TO APPROVE, APPROVE WITH
857 CONDITIONS, OR DENY AN APPLICATION FOR A WCF, SHALL BE IN
858 WRITING AND SUPPORTED BY SUBSTANTIAL EVIDENCE IN A
859 WRITTEN RECORD. THE APPLICANT SHALL RECEIVE A COPY OF
860 THE DECISION.

861 8. COMPLIANCE WITH APPLICABLE LAW. NOTWITHSTANDING THE
862 APPROVAL OF AN APPLICATION FOR COLLOCATION AS DESCRIBED
863 HEREIN, ALL WORK DONE PURSUANT TO WCF APPLICATIONS MUST
864 BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE BUILDING
865 AND SAFETY REQUIREMENTS AS SET FORTH IN CITY CODE AND
866 ANY OTHER APPLICABLE REGULATIONS. IN ADDITION, ALL WCF
867 APPLICATIONS SHALL COMPLY WITH THE FOLLOWING:

868 (A) COMPLY WITH ANY PERMIT OR LICENSE ISSUED BY A LOCAL,
869 STATE, OR FEDERAL AGENCY WITH JURISDICTION OF THE
870 WCF;

871 (B) COMPLY WITH EASEMENTS, COVENANTS, CONDITIONS
872 AND/OR RESTRICTIONS ON OR APPLICABLE TO THE
873 UNDERLYING REAL PROPERTY;

(C) BE MAINTAINED IN GOOD WORKING CONDITION AND TO THE STANDARDS ESTABLISHED AT THE TIME OF APPLICATION APPROVAL; AND

(D) REMAIN FREE FROM TRASH, DEBRIS, LITTER, GRAFFITI, AND OTHER FORMS OF VANDALISM. ANY DAMAGE SHALL BE REPAIRED AS SOON AS PRACTICABLE, AND IN NO INSTANCE MORE THAN TEN CALENDAR DAYS FROM THE TIME OF NOTIFICATION BY THE CITY OR AFTER DISCOVERY BY THE OWNER OR OPERATOR OF THE SITE. NOTWITHSTANDING THE FOREGOING, ANY GRAFFITI ON WCFS LOCATED IN THE RIGHTS-OF-WAY OR ON OTHER CITY-OWNED PROPERTY MAY BE REMOVED BY THE CITY AT ITS DISCRETION, AND THE OWNER AND/OR OPERATOR OF THE WCF SHALL PAY ALL COSTS OF SUCH REMOVAL WITHIN THIRTY (30) DAYS AFTER RECEIPT OF AN INVOICE FROM THE CITY.

9. COMPLIANCE REPORT. UPON REQUEST BY THE CITY, THE APPLICANT SHALL PROVIDE A COMPLIANCE REPORT WITHIN 45 DAYS AFTER INSTALLATION OF A WCF, DEMONSTRATING THAT AS INSTALLED AND IN OPERATION, THE WCF COMPLIES WITH ALL CONDITIONS OF APPROVAL, APPLICABLE CODE REQUIREMENTS AND STANDARD REGULATIONS.

10-16-6: – STANDARDS FOR APPROVAL:

(A) IT IS THE INTENT OF THE CITY TO PROVIDE FOR APPROVAL OF WCFS ADMINISTRATIVELY IN CASES WHERE VISUAL IMPACTS ARE MINIMIZED, VIEW CORRIDORS ARE PROTECTED, WCFS UTILIZE APPROPRIATE CAMOUFLAGE/CONCEALMENT DESIGN TECHNIQUES TO AVOID ADVERSE IMPACTS ON THE SURROUNDING AREA, AND WCFS ARE DESIGNED, MAINTAINED, AND OPERATED AT ALL TIMES TO COMPLY WITH THE PROVISIONS OF THIS TITLE AND ALL APPLICABLE LAW. NOTWITHSTANDING THE APPROVAL OF AN APPLICATION FOR COLLOCATION AS DESCRIBED HEREIN, ALL WORK DONE PURSUANT TO WCF APPLICATIONS MUST BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE BUILDING AND SAFETY REQUIREMENTS AS SET FORTH IN CITY CODE AND ANY OTHER APPLICABLE REGULATIONS.

WCFS, WHICH ARE NOT ELIGIBLE FACILITIES REQUESTS, SHALL BE EVALUATED FOR APPROVAL SUBJECT TO COMPLIANCE WITH THE DESIGN STANDARDS OF SECTION 10-16-4 AND THE FOLLOWING CRITERIA:

1. BASE STATIONS:

- (A) SUCH FACILITIES SHALL BE ARCHITECTURALLY COMPATIBLE WITH RESPECT TO ATTACHMENTS, AND COLORED TO MATCH THE BUILDING OR STRUCTURE TO WHICH THEY ARE ATTACHED;
- (B) THE MAXIMUM PROTRUSION OF SUCH FACILITIES FROM THE BUILDING OR STRUCTURE FACE TO WHICH THEY ARE ATTACHED SHALL BE 6 FEET;
- (C) WALL-MOUNTED WCFS SHALL NOT EXTEND ABOVE THE ROOFLINE; AND
- (D) ROOF-MOUNTED WCFS SHALL BE APPROVED ONLY WHERE AN APPLICANT DEMONSTRATES A WALL MOUNTED WCF IS INADEQUATE TO PROVIDE SERVICE AND EVALUATED FOR APPROVAL BASED UPON THE FOLLOWING CRITERIA. BY FILING AN APPLICATION FOR A ROOF-MOUNTED WCF, AN APPLICANT IS CERTIFYING AGREEMENT TO THE CITY'S DETERMINATION THAT THE HEIGHT EXTENSIONS DESCRIBED IN SUBSECTIONS I AND II BELOW ARE THE MAXIMUM HEIGHTS THAT WILL ALLOW THE WCF TO BE CAMOUFLAGED, AND THAT ANY ADDITIONAL INCREASE IN HEIGHT WILL UNDERMINE THE CAMOUFLAGE NATURE OF THE SITE:
- I. ROOF-MOUNTED ANTENNAS SHALL EXTEND NO MORE THAN ~~120~~ FEET ABOVE THE PARAPET OF ANY FLAT ROOF OR RIDGE OF A SLOPED ROOF TO WHICH THEY ARE ATTACHED; AND
- II. OTHER ROOF MOUNTED TRANSMISSION EQUIPMENT SHALL EXTEND NO MORE THAN ~~7~~10 FEET ABOVE ANY PARAPET OF A FLAT ROOF UPON WHICH THEY MAY BE PLACED, AND SHALL NOT BE PERMITTED ON A SLOPED ROOF.

2. ALTERNATIVE TOWER STRUCTURES:

- (A) SUCH STRUCTURES SHALL BE ARCHITECTURALLY COMPATIBLE WITH THE SURROUNDING AREA;
- (B) HEIGHT ~~OR-AND~~ SIZE OF THE PROPOSED ALTERNATIVE TOWER STRUCTURE SHOULD BE MINIMIZED AS MUCH AS POSSIBLE;

- 948 (C) WCFS SHALL BE SITED IN A MANNER THAT EVALUATES THE
949 PROXIMITY OF THE FACILITY TO RESIDENTIAL STRUCTURES
950 AND RESIDENTIAL DISTRICT BOUNDARIES;
- 951 (D) WCFS SHOULD TAKE INTO CONSIDERATION THE USES ON
952 ADJACENT AND NEARBY PROPERTIES AND THE
953 COMPATIBILITY OF THE FACILITY TO THESE USES;
- 954 (E) COMPATIBILITY WITH THE SURROUNDING TOPOGRAPHY;
- 955 (F) COMPATIBILITY WITH THE SURROUNDING TREE COVERAGE
956 AND FOLIAGE;
- 957 (G) COMPATIBILITY OF THE DESIGN OF THE SITE, WITH
958 PARTICULAR REFERENCE TO DESIGN CHARACTERISTICS
959 THAT HAVE THE EFFECT OF REDUCING OR ELIMINATING
960 VISUAL OBTRUSIVENESS; AND
- 961 (H) IMPACT ON THE SURROUNDING AREA OF THE PROPOSED
962 INGRESS AND EGRESS, IF ANY.
- 963 3. ALTERNATIVE TOWER STRUCTURES WITHIN RIGHT-OF-WAY. AN
964 ALTERNATIVE TOWER STRUCTURE MAY ALSO INCLUDE
965 UTILIZATION OF A TRAFFIC SIGNAL, STREET LIGHT POLE, OR
966 | SIMILAR STRUCTURE WITHIN A PUBLIC RIGHT-OF-WAY OR FREE-
967 STANDING STRUCTURE WITHIN A COMMERCIAL, OFFICE, OR
968 INDUSTRIAL AREA. SUCH FACILITIES SHALL REMAIN SUBJECT TO
969 THE ALTERNATIVE TOWER STRUCTURES STANDARDS OF
970 APPROVAL NOTED ABOVE AND SUBJECT TO THE FOLLOWING
971 CRITERIA BELOW:
- 972 (A) THE POLE OR STRUCTURE IS NOT MORE THAN TEN FEET
973 HIGHER (AS MEASURED FROM THE GROUND TO THE TOP OF
974 THE POLE) THAN ANY EXISTING UTILITY OR TRAFFIC SIGNAL
975 WITHIN 500 FEET OF THE POLE OR STRUCTURE.
- 976 (B) ANY SUCH POLE SHALL IN NO CASE BE HIGHER THAN 35
977 FEET.
- 978 | (C) ANY ~~SUCH-NEW~~ POLE FOR WCFs SHALL BE SEPARATED FROM
979 ANY OTHER SIMILAR POLE, ACCESSORY EQUIPMENT OR
980 WIRELESS COMMUNICATION FACILITY IN THE RIGHT-OF-
981 WAY BY A DISTANCE OF AT LEAST 600 FEET.

- 982 D. COLLOCATIONS ARE STRONGLY ENCOURAGED AND THE
983 NUMBER OF POLES WITHIN THE RIGHT-OF-WAY SHOULD BE
984 LIMITED AS MUCH AS POSSIBLE.
- 985 E. EQUIPMENT ENCLOSURES SHALL BE LOCATED OUT OF VIEW
986 AS MUCH AS POSSIBLE.
- 987 4. ALL OTHER TOWERS. THE CITY SHALL CONSIDER THE FOLLOWING
988 FACTORS IN DETERMINING WHETHER TO ISSUE A CONDITIONAL
989 USE APPROVAL, ALTHOUGH THE CITY MAY WAIVE OR REDUCE THE
990 BURDEN ON THE APPLICANT OF ONE OR MORE OF THESE CRITERIA
991 IF THE CITY CONCLUDES THAT THE GOALS OF THIS TITLE ARE
992 BETTER SERVED THEREBY.:
- 993 (A) HEIGHT OR SIZE OF THE PROPOSED TOWER;
- 994 (B) PROXIMITY OF THE TOWER TO RESIDENTIAL STRUCTURES
995 AND RESIDENTIAL DISTRICT BOUNDARIES;
- 996 (C) NATURE OF USES ON ADJACENT AND NEARBY PROPERTIES;
- 997 (D) COMPATIBILITY WITH THE SURROUNDING TOPOGRAPHY.:
- 998 (E) COMPATIBILITY WITH THE SURROUNDING TREE COVERAGE
999 AND FOLIAGE;
- 1000 (F) DESIGN OF THE TOWER, WITH PARTICULAR REFERENCE TO
1001 DESIGN CHARACTERISTICS THAT HAVE THE EFFECT OF
1002 REDUCING OR ELIMINATING VISUAL OBTRUSIVENESS;
- 1003 (G) PROPOSED INGRESS AND EGRESS;
- 1004 (H) NO NEW TOWERS SHALL BE PERMITTED UNLESS THE
1005 APPLICANT DEMONSTRATES TO THE REASONABLE
1006 SATISFACTION OF THE CITY THAT NO EXISTING WCFS CAN
1007 ACCOMMODATE THE NEEDS THAT THE APPLICANT
1008 PROPOSES TO ADDRESS WITH ITS TOWER APPLICATION.
1009 EVIDENCE SUBMITTED TO DEMONSTRATE THAT NO
1010 EXISTING WCF CAN ACCOMMODATE THESE NEEDS MAY
1011 CONSIST OF THE FOLLOWING:
- 1012 I. NO EXISTING WCFS WITH A SUITABLE HEIGHT ARE
1013 LOCATED WITHIN THE GEOGRAPHIC AREA REQUIRED
1014 TO MEET THE APPLICANT'S ENGINEERING
1015 REQUIREMENTS;

- 1016 II. EXISTING WCFS DO NOT HAVE SUFFICIENT
1017 STRUCTURAL STRENGTH TO SUPPORT APPLICANT'S
1018 PROPOSED WCF;
- 1019 III. THE APPLICANT'S PROPOSED WCFS WOULD CAUSE
1020 ELECTROMAGNETIC INTERFERENCE WITH THE WCFS
1021 ON THE EXISTING WCFS OR THE EXISTING WCF WOULD
1022 CAUSE INTERFERENCE WITH THE APPLICANT'S
1023 PROPOSED WCF; AND
- 1024 IV. THE APPLICANT DEMONSTRATES THAT THERE ARE
1025 OTHER LIMITING FACTORS THAT RENDER EXISTING
1026 WCFS UNSUITABLE FOR COLLOCATION.
- 1027 (J) SETBACKS AND SEPARATION. THE FOLLOWING MINIMUM
1028 SETBACKS AND SEPARATION REQUIREMENTS SHALL APPLY
1029 TO ALL WCFS FOR WHICH A CONDITIONAL USE APPROVAL IS
1030 REQUIRED; PROVIDED, HOWEVER, THAT THE CITY MAY
1031 REDUCE STANDARD SETBACKS AND SEPARATION
1032 REQUIREMENTS IF THE APPLICANT DEMONSTRATES THAT
1033 THE GOALS OF THIS SECTION CAN BE BETTER MET BY
1034 REDUCED SETBACK AND SEPARATION REQUIREMENTS THAT
1035 PROTECT THE PUBLIC HEALTH AND SAFETY, VIEW
1036 CORRIDORS, OR MINIMIZE ADVERSE IMPACT. A TOWER
1037 SHALL MEET THE GREATER OF THE FOLLOWING MINIMUM
1038 SETBACKS FROM ALL PROPERTY LINES:
- 1039 I. THE SETBACK FOR A PRINCIPAL BUILDING WITHIN THE
1040 APPLICABLE ZONING DISTRICT OR PLANNED
1041 DEVELOPMENT;
- 1042 II. TWENTY-FIVE PERCENT OF THE FACILITY HEIGHT,
1043 INCLUDING WCFS AND RELATED ACCESSORY
1044 EQUIPMENT;
- 1045 III. THE TOWER HEIGHT, INCLUDING ANTENNAS, IF THE
1046 TOWER IS IN OR ADJACENT TO A RESIDENTIAL
1047 DISTRICT; AND
- 1048 IV. TOWERS OVER 90 FEET IN HEIGHT SHALL NOT BE
1049 LOCATED WITHIN ONE-QUARTER MILE FROM ANY
1050 EXISTING TOWER THAT IS OVER 90 FEET IN HEIGHT,
1051 UNLESS THE APPLICANT HAS SHOWN TO THE
1052 SATISFACTION OF THE CITY THAT THERE ARE NO
1053 REASONABLY SUITABLE ALTERNATIVE SITES IN THE

REQUIRED GEOGRAPHIC AREA WHICH CAN MEET THE
APPLICANT'S NEEDS.

Section 4: Section 2 of Chapter 8 of Title 10 of the City Code is hereby amended as follows:

10-8-2: REQUIREMENTS AND CONDITIONS FOR SPECIFIC USES

(C) Radio Transmission/BROADCAST Towers, Wind Generators And Similar Structures:

1. Radio transmission towers (except ~~those used for cellular telecommunications~~ FOR WIRELESS COMMUNICATION FACILITIES (WCF), AS DEFINED IN 10-1-2), wind generators and similar structures are permitted in all zone districts provided the conditions set forth below, at a minimum, are met:

(a) The setback of the structure from any property line shall be at least equal to the height of the structure plus ten feet (10'). Height shall be measured from ground level to the top of the highest attachment or, in the case of wind generators, the largest rotary blade, when vertical.

(b) The drawings and specifications for the structure and footings shall be approved by and bear the seal of a registered engineer competent in structural design.

(c) The maximum noise level permitted for any wind generator shall be as specified in section 7-3-6 of this code.

~~2. Those commercial mobile radio service (CMRS) facilities which are allowable as conditional uses shall be subject to the standards set forth in section 10-4-11 of this title.~~

Section 5: 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 6: 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.

1088 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
1089 of the City of Littleton on the 2nd day of May, 2017, passed on first reading by a vote of 7 FOR
1090 and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the
1091 Municipal Courthouse and on the City of Littleton Website.

1092 PUBLIC HEARING on the Ordinance to take place on the 16th day of May, 2017,
1093 in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the
1094 hour of 6:30 p.m., or as soon thereafter as it may be heard.

1095 PASSED on second and final reading, following public hearing, by a vote of
1096 FOR and _____ AGAINST on the 16th day of May, 2017 and ordered published by posting at
1097 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

1098 ATTEST:

1099 _____
1100 Wendy Heffner
1101 CITY CLERK

Bruce O. Beckman
MAYOR

1102
1103 APPROVED AS TO FORM:

1104
1105 _____
1106 Kenneth S. Fellman
1107 ACTING CITY ATTORNEY

An Act

HOUSE BILL 17-1193

BY REPRESENTATIVE(S) Kraft-Tharp and Becker J., Arndt, Becker K., Danielson, Ginal, Hansen, Hooton, Kennedy, McKean, Melton, Pabon, Van Winkle, Gray, Lontine, Wilson, Duran;
also SENATOR(S) Tate and Kerr, Crowder, Donovan, Fields, Garcia, Guzman, Hill, Holbert, Jahn, Kefalas, Lundberg, Marble, Martinez Humenik, Merrifield, Neville T., Priola, Scott, Todd, Williams A., Zenzinger, Grantham.

CONCERNING THE INSTALLATION OF SMALL WIRELESS SERVICE INFRASTRUCTURE WITHIN A LOCAL GOVERNMENT'S JURISDICTION, AND, IN CONNECTION THEREWITH, CLARIFYING THAT AN EXPEDITED PERMITTING PROCESS APPLIES TO SMALL CELL FACILITIES AND SMALL CELL NETWORKS AND THAT THE RIGHTS-OF-WAY ACCESS AFFORDED TELECOMMUNICATIONS PROVIDERS EXTENDS TO BROADBAND PROVIDERS AND TO SMALL CELL FACILITIES AND SMALL CELL NETWORKS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 29-27-401, add (2) as follows:

29-27-401. Legislative declaration. (2) THE GENERAL ASSEMBLY

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

FURTHER FINDS AND DECLARES THAT:

(a) SMALL CELL FACILITIES OFTEN MAY BE DEPLOYED MOST EFFECTIVELY IN THE PUBLIC RIGHTS-OF-WAY; AND

(b) ACCESS TO LOCAL GOVERNMENT STRUCTURES IS ESSENTIAL TO THE CONSTRUCTION AND MAINTENANCE OF WIRELESS SERVICE FACILITIES OR BROADBAND FACILITIES.

SECTION 2. In Colorado Revised Statutes, 29-27-402, amend (1), (4), and (7); and add (1.5), (3.5), and (6.5) as follows:

29-27-402. Definitions. As used in this part 4, unless the context otherwise requires:

(1) ~~"Broadband facility" means any infrastructure used to deliver broadband service or for the provision of broadband service. "ANTENNA" MEANS COMMUNICATIONS EQUIPMENT THAT TRANSMITS OR RECEIVES ELECTROMAGNETIC RADIO FREQUENCY SIGNALS USED TO PROVIDE WIRELESS SERVICE.~~

(1.5) "BROADBAND FACILITY" MEANS ANY INFRASTRUCTURE USED TO DELIVER BROADBAND SERVICE OR FOR THE PROVISION OF BROADBAND SERVICE.

(3.5) "MICRO WIRELESS FACILITY" MEANS A SMALL WIRELESS FACILITY THAT IS NO LARGER IN DIMENSIONS THAN TWENTY-FOUR INCHES IN LENGTH, FIFTEEN INCHES IN WIDTH, AND TWELVE INCHES IN HEIGHT AND THAT HAS AN EXTERIOR ANTENNA, IF ANY, THAT IS NO MORE THAN ELEVEN INCHES IN LENGTH.

(4) (a) "Small cell facility" means either:

(a) (I) A personal wireless service facility as defined by the federal "Telecommunications Act of 1996", as amended as of August 6, 2014; or

(b) (II) A wireless service facility that meets both of the following qualifications:

(A) Each antenna is located inside an enclosure of no more than

three cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three cubic feet; and

(H) (B) Primary equipment enclosures are no larger than seventeen cubic feet in volume. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: Electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, and cut-off switch.

(b) "SMALL CELL FACILITY" INCLUDES A MICRO WIRELESS FACILITY.

(6.5) "TOWER" MEANS ANY STRUCTURE BUILT FOR THE SOLE OR PRIMARY PURPOSE OF SUPPORTING ANTENNAS LICENSED OR AUTHORIZED BY THE FEDERAL COMMUNICATIONS COMMISSION AND THE ANTENNAS' ASSOCIATED FACILITIES, INCLUDING STRUCTURES THAT ARE CONSTRUCTED FOR WIRELESS COMMUNICATIONS SERVICES INCLUDING PRIVATE, BROADCAST, AND PUBLIC SAFETY SERVICES; UNLICENSED WIRELESS SERVICES; FIXED WIRELESS SERVICES SUCH AS BACKHAUL; AND THE ASSOCIATED SITE.

(7) "Wireless service facility" means a facility for the provision of wireless services; EXCEPT THAT "WIRELESS SERVICE FACILITY" DOES NOT INCLUDE COAXIAL OR FIBER-OPTIC CABLE THAT IS NOT IMMEDIATELY ADJACENT TO, OR DIRECTLY ASSOCIATED WITH, A PARTICULAR ANTENNA.

SECTION 3. In Colorado Revised Statutes, 29-27-403, **amend** (1) and (3) as follows:

29-27-403. Permit - approval - deadline - exception. (1) A local government may take up to:

(a) NINETY DAYS TO PROCESS A COMPLETE APPLICATION FOR:

(I) LOCATION OR COLLOCATION OF A SMALL CELL FACILITY OR A SMALL CELL NETWORK; OR

(II) REPLACEMENT OR MODIFICATION OF A SMALL CELL FACILITY OR

FACILITIES OR SMALL CELL NETWORK.

~~(a)~~ (b) Ninety days to process a complete application that involves a collocation of a tower, building, structure, or replacement structure OTHER THAN A SMALL CELL FACILITY OR SMALL CELL NETWORK; or

~~(b)~~ (c) One hundred fifty days to process a complete application that involves a new structure or a new wireless service facility, OTHER THAN A SMALL CELL FACILITY OR SMALL CELL NETWORK AND other than a collocation.

(3) An applicant and a local government ENTITY may mutually agree that an application may be processed in a longer period than set forth in subsection (1) of this section.

SECTION 4. In Colorado Revised Statutes, 29-27-404, amend (1) and (2) introductory portion; and add (3) as follows:

29-27-404. Permit process. (1) (a) For small cell networks involving multiple individual small cell facilities within the jurisdiction of a single local government ENTITY, the local government ENTITY shall allow the applicant, at the applicant's discretion, to file a consolidated application and receive a single permit for the small cell network instead of filing separate applications for each individual small cell facility.

(b) FOR A CONSOLIDATED APPLICATION FILED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, EACH SMALL CELL FACILITY WITHIN THE CONSOLIDATED APPLICATION REMAINS SUBJECT TO REVIEW FOR COMPLIANCE WITH OBJECTIVE REQUIREMENTS AND APPROVAL AS PROVIDED IN THIS ARTICLE 27. THE LOCAL GOVERNMENT'S DENIAL OF ANY INDIVIDUAL SMALL CELL FACILITY IS NOT A BASIS TO DENY THE CONSOLIDATED APPLICATION AS A WHOLE OR ANY OTHER SMALL CELL FACILITY INCORPORATED WITHIN THE CONSOLIDATED APPLICATION.

(2) If a wireless service provider applies to LOCATE OR collocate several wireless service facilities within the jurisdiction of a single local government ENTITY, the local government ENTITY shall:

(3) THE SITING, MOUNTING, PLACEMENT, CONSTRUCTION, AND OPERATION OF A SMALL CELL FACILITY OR A SMALL CELL NETWORK IS A

PERMITTED USE BY RIGHT IN ANY ZONE.

SECTION 5. In Colorado Revised Statutes, amend 38-5.5-102 as follows:

38-5.5-102. Definitions. As used in this ~~article~~ ARTICLE 5.5, unless the context otherwise requires:

(1) "Broadband" or "broadband service" has the same meaning as set forth in 7 U.S.C. sec. 950bb (b)(1) as of August 6, 2014, and includes "cable service", as defined in 47 U.S.C. sec. 522 (6) as of August 6, 2014.

~~(1.2)~~ (2) "Broadband facility" means any infrastructure used to deliver broadband service or for the provision of broadband service.

~~(1.3)~~ (3) "Broadband provider" means a person that provides broadband service, and includes a "cable operator", as defined in 47 U.S.C. sec. 522 (5) as of August 6, 2014.

(4) "COLLOCATION" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-27-402 (3).

~~(1.7)~~ (5) "Political subdivision" OR "LOCAL GOVERNMENT ENTITY" means a county; city and county; city; town; service authority; school district; local improvement district; law enforcement authority; water, sanitation, fire protection, metropolitan, irrigation, drainage, or other special district; or any other kind of municipal, quasi-municipal, or public corporation organized pursuant to law.

~~(2)~~ (6) "Public highway" or "highway" for purposes of this ~~article~~ ARTICLE 5.5 includes all roads, streets, and alleys and all other dedicated rights-of-way and utility easements of the state or any of its political subdivisions, whether located within the boundaries of a political subdivision or otherwise.

(7) "SMALL CELL FACILITY" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-27-402 (4).

(8) "SMALL CELL NETWORK" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-27-402 (5).

(3) (9) "Telecommunications provider" or "provider" means a person that provides telecommunications service, as defined in section 40-15-102 (29), C.R.S., with the exception of cable services as defined by section 602 (5) of the federal "Cable Communications Policy Act of 1984", 47 U.S.C. sec. 522 (6), pursuant to authority granted by the public utilities commission of this state or by the federal communications commission. "Telecommunications provider" or "provider" does not mean a person or business using antennas, support towers, equipment, and buildings used to transmit high power over-the-air broadcast of AM and FM radio, VHF and UHF television, and advanced television services, including high definition television. The term "telecommunications provider" is synonymous with "telecommunication provider".

SECTION 6. In Colorado Revised Statutes, amend 38-5.5-103 as follows:

38-5.5-103. Use of public highways - discrimination prohibited - content regulation prohibited. (1) (a) Any domestic or foreign telecommunications provider or broadband provider authorized to do business under the laws of this state ~~shall have~~ HAS the right to construct, maintain, and operate conduit, cable, switches, and related appurtenances and facilities, AND COMMUNICATIONS AND BROADBAND FACILITIES, INCLUDING SMALL CELL FACILITIES AND SMALL CELL NETWORKS, along, across, upon, ABOVE, and under any public highway in this state, subject to the provisions of this article ARTICLE 5.5 and of article 1.5 of title 9. C.R.S., and

(b) The construction, maintenance, operation, and regulation of ~~such~~ THE facilities DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION, including the right to occupy and utilize the public rights-of-way, by telecommunications providers and broadband providers are hereby declared ~~to be~~ matters of statewide concern. ~~Such~~ THE facilities shall be so constructed and maintained SO as not to obstruct or hinder the usual travel on ~~such~~ A highway.

(2) No A political subdivision shall NOT discriminate among or grant a preference to competing telecommunications providers OR BROADBAND PROVIDERS in the issuance of permits or the passage of any ordinance for the use of its rights-of-way, nor create or erect any unreasonable requirements for entry to the rights-of-way for ~~such~~ THE

providers.

(3) ~~No~~ A political subdivision shall NOT regulate A telecommunications providers PROVIDER OR A BROADBAND PROVIDER based upon the content or type of signals that are carried or capable of being carried over the provider's facilities; except that nothing in this subsection (3) ~~shall be construed to prevent such~~ PREVENTS regulation by a political subdivision when the authority to ~~so~~ regulate has been granted to the political subdivision under federal law.

SECTION 7. In Colorado Revised Statutes, amend 38-5.5-104 as follows:

38-5.5-104. Right-of-way across state land. Any domestic or foreign telecommunications provider OR BROADBAND PROVIDER authorized to do business under the laws of this state ~~shall have~~ HAS the right to construct, maintain, and operate lines of communication, switches, and related facilities, AND COMMUNICATIONS AND BROADBAND FACILITIES, INCLUDING SMALL CELL FACILITIES AND SMALL CELL NETWORKS, and obtain A permanent right-of-way therefor FOR THE FACILITIES over, upon, under, and across all public lands owned by or under the control of the state, upon the payment of ~~such~~ just compensation and upon compliance with ~~such~~ reasonable conditions as ~~may be required by~~ the state board of land commissioners MAY REQUIRE.

SECTION 8. In Colorado Revised Statutes, add 38-5.5-104.5 as follows:

38-5.5-104.5. Use of local government entity structures.
(1) EXCEPT AS PROVIDED IN SUBSECTION (2) OF THIS SECTION AND SUBJECT TO THE REQUIREMENTS AND LIMITATIONS OF THIS ARTICLE 5.5, SECTIONS 29-27-403 AND 29-27-404, AND A LOCAL GOVERNMENT ENTITY'S POLICE POWERS, A TELECOMMUNICATIONS PROVIDER OR A BROADBAND PROVIDER HAS THE RIGHT TO LOCATE OR COLLOCATE SMALL CELL FACILITIES OR SMALL CELL NETWORKS ON THE LIGHT POLES, LIGHT STANDARDS, TRAFFIC SIGNALS, OR UTILITY POLES IN THE RIGHTS-OF-WAY OWNED BY THE LOCAL GOVERNMENT ENTITY; EXCEPT THAT, A SMALL CELL FACILITY OR A SMALL CELL NETWORK SHALL NOT BE LOCATED OR MOUNTED ON ANY APPARATUS, POLE, OR SIGNAL WITH TOLLING COLLECTION OR ENFORCEMENT EQUIPMENT ATTACHED.

(2) IF, AT ANY TIME, THE CONSTRUCTION, INSTALLATION, OPERATION, OR MAINTENANCE OF A SMALL CELL FACILITY ON A LOCAL GOVERNMENT ENTITY'S LIGHT POLE, LIGHT STANDARD, TRAFFIC SIGNAL, OR UTILITY POLE FAILS TO COMPLY WITH APPLICABLE LAW, THE LOCAL GOVERNMENT ENTITY, BY PROVIDING THE TELECOMMUNICATIONS PROVIDER OR THE BROADBAND PROVIDER NOTICE AND A REASONABLE OPPORTUNITY TO CURE THE NONCOMPLIANCE, MAY:

(a) CAUSE THE ATTACHMENT ON THE AFFECTED STRUCTURE TO BE REMOVED; AND

(b) PROHIBIT FUTURE, NONCOMPLIANT USE OF THE LIGHT POLE, LIGHT STANDARD, TRAFFIC SIGNAL, OR UTILITY POLE.

(3) (a) EXCEPT AS PROVIDED IN SUBSECTIONS (3)(b) AND (3)(c) OF THIS SECTION, A LOCAL GOVERNMENT ENTITY SHALL NOT IMPOSE ANY FEE OR REQUIRE ANY APPLICATION OR PERMIT FOR THE INSTALLATION, PLACEMENT, OPERATION, MAINTENANCE, OR REPLACEMENT OF MICRO WIRELESS FACILITIES THAT ARE SUSPENDED ON CABLE OPERATOR-OWNED CABLES OR LINES THAT ARE STRUNG BETWEEN EXISTING UTILITY POLES IN COMPLIANCE WITH NATIONAL SAFETY CODES.

(b) A LOCAL GOVERNMENT ENTITY WITH A MUNICIPAL OR COUNTY CODE THAT REQUIRES AN APPLICATION OR PERMIT FOR THE INSTALLATION OF MICRO WIRELESS FACILITIES MAY, BUT IS NOT REQUIRED TO, CONTINUE THE APPLICATION OR PERMIT REQUIREMENT SUBSEQUENT TO THE EFFECTIVE DATE OF THIS SECTION.

(c) A LOCAL GOVERNMENT ENTITY MAY REQUIRE A SINGLE-USE RIGHT-OF-WAY PERMIT IF THE INSTALLATION, PLACEMENT, OPERATION, MAINTENANCE, OR REPLACEMENT OF MICRO WIRELESS FACILITIES:

(I) INVOLVES WORKING WITHIN A HIGHWAY TRAVEL LANE OR REQUIRES THE CLOSURE OF A HIGHWAY TRAVEL LANE;

(II) DISTURBS THE PAVEMENT OR A SHOULDER, ROADWAY, OR DITCH LINE;

(III) INCLUDES PLACEMENT ON LIMITED ACCESS RIGHTS-OF-WAY; OR

(IV) REQUIRES ANY SPECIFIC PRECAUTIONS TO ENSURE THE SAFETY OF THE TRAVELING PUBLIC; THE PROTECTION OF PUBLIC INFRASTRUCTURE; OR THE OPERATION OF PUBLIC INFRASTRUCTURE; AND SUCH ACTIVITIES EITHER WERE NOT AUTHORIZED IN, OR WILL BE CONDUCTED IN A TIME, PLACE, OR MANNER THAT IS INCONSISTENT WITH, THE APPROVAL TERMS OF THE EXISTING PERMIT FOR THE FACILITY OR STRUCTURE UPON WHICH THE MICRO WIRELESS FACILITY IS ATTACHED.

SECTION 9. In Colorado Revised Statutes, **amend** 38-5.5-105 as follows:

38-5.5-105. Power of companies to contract. Any domestic or foreign telecommunications provider ~~shall have~~ OR BROADBAND PROVIDER HAS THE power to contract with any ~~person or~~ INDIVIDUAL; corporation; OR the owner of any lands, ~~or any~~ franchise, easement, or interest therein over or under which the provider's conduits; cable; switches; and COMMUNICATIONS OR BROADBAND FACILITIES, INCLUDING SMALL CELL FACILITIES AND SMALL CELL NETWORKS; OR related appurtenances and facilities are proposed to be laid or created for the right-of-way for the construction, maintenance, and operation of ~~such~~ THE facilities and OR for the erection, maintenance, occupation, and operation of offices at suitable distances for the public accommodation.

SECTION 10. In Colorado Revised Statutes, **amend** 38-5.5-106 as follows:

38-5.5-106. Consent necessary for use of streets. (1) (a) ~~Nothing in This article shall be construed to~~ ARTICLE 5.5 DOES NOT authorize any telecommunications provider OR BROADBAND PROVIDER to erect, WITHIN A POLITICAL SUBDIVISION, any poles or construct any COMMUNICATIONS OR BROADBAND FACILITIES, INCLUDING SMALL CELL FACILITIES AND SMALL CELL NETWORKS; conduit; cable; switch; or related appurtenances and facilities along, through, in, upon, under, or over any public highway ~~within a political subdivision~~ without first obtaining the consent of the authorities having power to give the consent of ~~such~~ THE political subdivision.

(b) A telecommunications provider OR BROADBAND PROVIDER that, on or before ~~April 12, 1996~~ JULY 1, 2017, either has obtained consent of the political subdivision having power to give ~~such~~ consent or is lawfully

occupying a public highway in a political subdivision ~~shall~~ **NEED not be required to** apply for additional or continued consent of ~~such~~ **THE** political subdivision under this section.

(c) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, A POLITICAL SUBDIVISION'S CONSENT GIVEN TO A TELECOMMUNICATIONS PROVIDER OR A BROADBAND PROVIDER TO ERECT OR CONSTRUCT ANY POLES, OR TO LOCATE OR COLLOCATE COMMUNICATIONS AND BROADBAND FACILITIES ON VERTICAL STRUCTURES IN A RIGHT-OF-WAY, DOES NOT EXTEND TO THE LOCATION OF NEW FACILITIES OR TO THE ERECTION OR CONSTRUCTION OF NEW POLES IN A RIGHT-OF-WAY NOT SPECIFICALLY REFERENCED IN THE GRANT OF CONSENT.

(2) (a) THE consent OF A POLITICAL SUBDIVISION for the use of a public highway within ~~a political subdivision~~ ITS JURISDICTION shall be based upon a lawful exercise of the ITS police power of ~~such political subdivision~~ and shall not be unreasonably withheld. ~~nor~~

(b) A POLITICAL SUBDIVISION shall NOT CREATE any preference or disadvantage ~~be created~~ through the granting or withholding of ~~such~~ ITS consent. A POLITICAL SUBDIVISION'S DECISION THAT A VERTICAL STRUCTURE IN THE RIGHT-OF-WAY, INCLUDING A VERTICAL STRUCTURE OWNED BY A MUNICIPALITY, LACKS SPACE OR LOAD CAPACITY FOR COMMUNICATIONS OR BROADBAND FACILITIES, OR THAT THE NUMBER OF ADDITIONAL VERTICAL STRUCTURES IN THE RIGHTS-OF-WAY SHOULD BE REASONABLY LIMITED, CONSISTENT WITH PROTECTION OF PUBLIC HEALTH, SAFETY, AND WELFARE, DOES NOT CREATE A PREFERENCE FOR OR DISADVANTAGE ANY TELECOMMUNICATIONS PROVIDER OR BROADBAND PROVIDER, PROVIDED THAT SUCH DECISION DOES NOT HAVE THE EFFECT OF PROHIBITING A PROVIDER'S ABILITY TO PROVIDE SERVICE WITHIN THE SERVICE AREA OF THE PROPOSED FACILITY.

SECTION 11. In Colorado Revised Statutes, 38-5.5-107, **amend** (7) as follows:

38-5.5-107. Permissible taxes, fees, and charges. (7) As used in this section, "public highway" or "highway" as otherwise defined in section 38-5.5-102 ~~(2)~~ (6) does not include excess and remainder rights-of-way under the department of transportation's jurisdiction.

SECTION 12. In Colorado Revised Statutes, amend 38-5.5-108 as follows:

38-5.5-108. Pole attachment agreements - limitations on required payments. (1) ~~No~~ NEITHER A LOCAL GOVERNMENT ENTITY NOR A municipally owned utility shall request or receive from a telecommunications provider, BROADBAND PROVIDER, or a cable television provider, as defined in section 602 (5) of the federal "Cable Communications Policy Act of 1984", in exchange for permission to attach SMALL CELL FACILITIES, BROADBAND DEVICES, OR telecommunications devices to poles OR STRUCTURES IN A RIGHT-OF-WAY, any payment in excess of the amount that would be authorized if the LOCAL GOVERNMENT ENTITY OR municipally owned utility were regulated pursuant to 47 U.S.C. sec. 224, as amended.

(2) ~~No~~ A municipality shall NOT request or receive from a telecommunications provider OR A BROADBAND PROVIDER, in exchange for or as a condition upon a grant of permission to attach telecommunications OR BROADBAND devices to poles, any in-kind payment.

SECTION 13. Effective date - applicability. This act takes effect July 1, 2017, and applies to permit applications received on or after said date.

SECTION 14. Safety clause. The general assembly hereby finds,

determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.



Crisanta Duran
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Kevin J. Grantham
PRESIDENT OF
THE SENATE



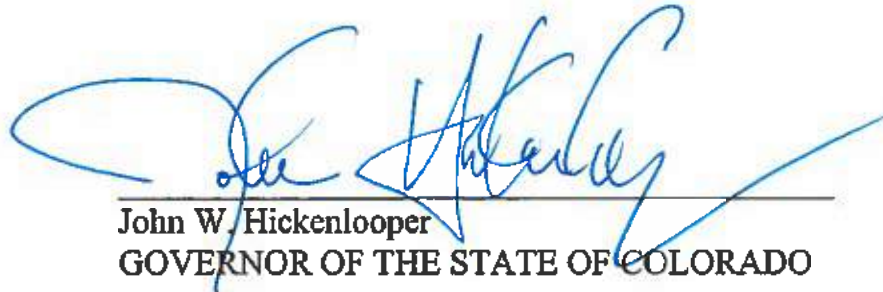
Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Effie Ameen
SECRETARY OF
THE SENATE

APPROVED

3:09 PM 4/18/17



John W. Hickenlooper
GOVERNOR OF THE STATE OF COLORADO



File #: ID# 17-155, **Version:** 1

Agenda Date: 05/16/2017

Subject:

Motion to approve city manager contract

Presented By: Bruce Beckman, Mayor

PROPOSED MOTION:

I move to approve appointment of Mark Relph as City Manager and authorize Mayor Bruce Beckman to execute the contract between Mark Relph and the City of Littleton.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into this 16 day of May 2017, by and between the CITY OF LITTLETON, STATE OF COLORADO, a home rule municipality, hereinafter called the "City," and Mark Relph, hereinafter called "Manager." The City and Manager may collectively be referred to in this Employment Agreement as "the parties."

WITNESSETH:

WHEREAS, the City desires to employ the services of Manager as City Manager of the City of Littleton, Colorado as provided by the Charter of the City of Littleton; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of Manager; and

WHEREAS, it is the desire of the City to secure and retain the services of Manager and to provide inducement for him to remain in such employment; and

WHEREAS, Manager desires to serve as City Manager for the City of Littleton.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1.0 Employment and Duties.

1.1 City employed Manager as Public Works Director on April 12, 2015. City hereby agrees to appoint Manager, and Manager hereby agrees to serve, as City Manager for the City. Manager shall perform the functions and duties specified in the Charter of the City of Littleton and perform such other legal and proper duties and functions as City Council shall assign.

1.2 The parties agree that the terms of this Employment Agreement do not supersede the provisions of the Charter of the City, and to the extent they do conflict with the Charter, the Charter shall control. The parties also agree that to the extent this Employment Agreement is in conflict with the provisions of the Littleton City Code or Personnel Policies, the Employment Agreement shall control.

2.0 Term and Severance Pay.

2.1 Manager has agreed to accept employment and perform duties as City Manager for the City beginning May 17, 2017, and shall continue working as City Manager for an indefinite term. Manager shall hold the position as City Manager at the pleasure of a majority of the City Council, until this Employment Agreement is terminated as provided herein or by mutual agreement of the parties.

2.2 Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the service of Manager at any time and for any reason, subject only to the provisions set forth in the Charter of the City of Littleton. Provisions contained in the Littleton Personnel Policies relating to job performance, termination of employment for cause, or hearings relating to any disciplinary action shall not apply to Manager.

2.3 Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with Manager's right to resign. In the event Manager wishes to resign his position with the City and remain in good standing, Manager shall give the City forty-five (45) days written notice in advance, unless the parties otherwise agree. In the event Manager voluntarily resigns, he shall not be entitled to severance benefits described in Section 2.5 of this Employment Agreement, unless the parties otherwise agree.

2.4 Manager agrees not to become employed by any other employer during his appointment as City Manager. Notwithstanding the foregoing, the term "employed" shall not be construed to include occasional teaching, writing, consulting work or other related activities performed by Manager outside of work, provided such activities do not constitute a conflict of any nature with Manager's work as City Manager. The City Council shall be the sole judge of such conflicts and its determination shall be final.

2.5 In the event the City decides to exercise its right to terminate the employment of Manager or offers Manager to resign in lieu of a termination of employment, Manager shall be paid a lump sum cash payment equivalent to the amount mandated in Section 51 of the Charter of the City of Littleton. Manager may also continue benefit elections through COBRA at Manager's expense. City will have no obligation to pay Manager under Section 51 in the event Manager engages in any of the following circumstances:

- a. Engaging in any of the following forms of misconduct: conviction of any felony; a determination of employee theft of City property or funds; any illegal use of any controlled substance; a determination after investigation of discriminatory behavior toward, or harassment of any person; or dishonesty, including without limitation, falsifying any document prepared in anticipation of, in connection with or as a result of Manager's employment by the City; or
- b. Engaging in misconduct or inattention to Manager's duties and responsibilities resulting in injury to the economic or ethical welfare of the City; or
- c. Engaging in any activity that the City Council, in its sole discretion, determines creates a legal conflict of interest with the City or objectively and reasonably creates the appearance of moral turpitude.

2.6 Upon termination or resignation of employment, Manager shall be entitled to the payment of accrued and unused vacation hours and floating holiday hours as provided in Section 5.2 below. Also, in the event Manager's sick leave exceeds 480 hours at the time of termination or resignation of employment. Manager may be eligible to have up to 96

sick leave hours converted to vacation hours to be paid to Manager at a rate equal to two sick leave hours for every one vacation hour.

3.0 Salary.

3.1 City agrees to pay the Manager for his services as City Manager an annual base salary of \$188,057.00, payable in installments at the same time and manner as other full-time management level City employees.

3.2 The City Council agrees to consider increases to Manager's annual base salary and/or other benefits in such amounts and to such extent as City Council in its sole discretion, may determine to be desirable on the basis of a salary review of Manager. Such review shall occur contemporaneously with Manager's performance reviews. City Council will consider, in any deliberation of Manager's compensation, the City Manager – Denver-Boulder Market Data – MSEC report. Manager will neither be guaranteed nor limited by any salary increases given to other City employees. Increases to Manager's annual base salary shall be accomplished through approval of a motion passed by a majority of the City Council without need to amend this Employment Agreement. Such increases shall be processed by the City's Human Resources Department in the same manner as other management-level City employees.

4.0 Hours of Work.

It is recognized and understood that Manager must devote additional time outside normal office hours to City business and to otherwise fulfill his duties as City Manager. To that end, the Manager will manage his schedule and will be allowed reasonable time off during his normal office hours without having to use vacation, sick or personal leave time, provided doing so will not adversely affect Manager's job performance or City activities.

5.0 Benefits.

5.1 In addition to the base salary described in Section 3.1 of this Employment Agreement, Manager shall receive such other benefits as follows:

- a. Health, dental and other insurance on the same terms and conditions as other management level full-time City employees;
- b. Life, supplemental life, accidental death, long-term disability on the same terms and conditions as other management level full-time City employees;
- c. Vacation, sick, holiday and any other leave permitted by the City of Littleton on the same terms and conditions as other management level full-time City employees;
- d. Statutory benefits such as Social Security and Medicare as other management level full-time City employees;
- e. City agrees to pay Manager a monthly vehicle allowance of \$525.00, for the purpose of purchasing, maintaining and/or operating a vehicle in connection with his duties as City Manager. Manager is responsible for the payment of any taxes, state or federal, associated with the vehicle allowance.

f. Participation in the City's defined contribution plan and/or any other retirement plans made available, on the same terms and conditions as other management level fulltime City employees;

g. City shall contribute \$18,000.00 to Manager's 457 deferred compensation account on the effective date of this Employment Agreement and, on the anniversary date of this Employment Agreement, an additional \$18,000.00 on each of the ensuing four years, for a total contribution of \$90,000.00. If Manager resigns or is terminated prior to an anniversary date, no additional 457 contributions will be paid; and,

g. Such other and further benefits as may be provided to other management level fulltime City employees, from time to time.

5.2 Manager shall accrue 152 hours of vacation leave prorated annually, 40 hours of annual floating holidays prorated annually, and sick leave at a rate of 8 hours per month.

6.0 Dues and Subscriptions and Professional Development.

6.1 City agrees to budget and to pay the professional dues of Manager necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

6.2 City agrees to budget and to pay the travel and subsistence expenses of Manager to enable him to attend annual professional development (such as ICMA and CML) training and conferences, subject to development being in service of mutually agreed upon performance goals and the City's financial ability to fund such activities. Participation in professional organizations and voluntary programs are encouraged provided they are consistent with the responsibilities of the City Manager.

7.0 Expenses.

Manager may be required as a condition of employment to incur reasonable and necessary expenses in connection with his duties hereunder. Manager shall be reimbursed by the City in accordance with the City's expense reimbursement policy.

8.0 Defense and Hold Harmless.

City shall defend and hold Manager harmless, and from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties as City Manager, unless such actions are determined by a court to be willful and wanton, in which case Manager shall reimburse the City for reasonable costs and attorneys' fees incurred in his defense in accordance with C.R.S. § 24-10-110(1.5) (a) and the City would not be obligated to pay any costs or damages incurred by or determined to be the responsibility of the Manager.

9.0 Evaluation.

The City Council shall review and evaluate the performance of Manager at least annually for the purpose of evaluating Manager's performance and compensation. The City Council shall use best efforts to complete the evaluation no later than June 1 of each year. Performance criteria will include the previous year's goals and objectives as established by the City Council. The City Council may also evaluate the Manager at any lesser interval, as it deems appropriate, within its sole discretion. Manager's compensation shall be evaluated in accordance with specific criteria developed jointly by the City Council and Manager. The criteria may be added to or revised by the City Council periodically, in consultation with Manager. The City Council shall provide an opportunity for discussion of the results of the evaluation with Manager.

10.0 Other Terms and Conditions of Employment.

The City Council, in consultation with City Manager, may fix any such other terms and conditions of employment, as it may determine from time to time, relating to Manager's performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Employment Agreement.

11.0 Compliance with Law

It is the intent of the parties to comply with the provision of Article X, Section 20 of the Constitution of the State of Colorado including, in particular, subsection 4(b). Therefore, the parties agree that this Employment Agreement is subject to an annual appropriation by the City Council and that the failure to make such appropriation will be deemed a termination without cause under Section 2.

12.0 Residency Requirement.

City agrees that Manager may continue to reside at 15409 West 95th Place, Arvada Colorado. If Manager sells or otherwise vacates that address during the term of this Employment Agreement, Manager shall be obligated to reside within the City of Littleton. If Manager moves within the corporate limits of Littleton, City agrees to reimburse Manager up to \$10,000.00 relocation costs upon presentation of receipts. During any period of time in which Manager resides outside of the City of Littleton, in the event of a public safety emergency or similar emergency or significant City issue that would ordinarily require the presence of the Manager, Manager will use best efforts under the circumstances to be present in Littleton for the duration of such events.

13.0 General Provisions.

13.1 The text herein shall constitute the entire agreement between the parties. This Employment Agreement may be amended only in writing, executed and approved by both parties.

13.2 The rights and obligations of the City under this Employment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the City. Manager shall not assign or otherwise convey any of his rights and obligations hereunder without the express written permission of the City.

13.3 If any provision, or any portion thereof, contained in this Employment Agreement is held to be unconstitutional, invalid, unenforceable or void, the remainder of this Employment Agreement or any portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

13.4 The parties agree that this Employment Agreement shall be interpreted in accordance with the laws of the State of Colorado.

13.5 Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Employment Agreement.

13.6 Manager shall not assign or otherwise convey any of his rights and obligations hereunder without the express written permission of the City.

13.7 Manager acknowledges that during the course of his employment with the City Manager may obtain information which is confidential and/or privileged. Manager agrees to maintain all required confidentiality/privilege, including after his employment with the City were to end and will not divulge such information unless he is required by law to do so, and only after having advised the City of his belief of required disclosure and giving the City a reasonable opportunity, at least 10 business days if so available, to take action to prevent such disclosure.

13.8 Manager agrees that he may be provided equipment for official use by the City and that upon his separation Manager is required to return all City property, including City equipment provided to Manager during his tenure with the City, prior to Manager being provided his final paycheck.

IN WITNESS WHEREOF the City of Littleton, Colorado has caused this Employment Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Manager has signed and executed the Employment Agreement, both in duplicate the date and year first above written.

[remainder of page intentionally left blank]

CITY OF LITTLETON

Bruce Beckman, Mayor

ATTEST:

Wendy Heffner, City Clerk

APPROVED AS TO FORM

Ken Fellman, Acting City Attorney

Mark Relph, City Manager

City	Population	Minimum	Maximum	Actual \$	Total Comp. Value
Longmont	86,270			\$221,136	\$250,739
Loveland	66,859			\$185,016	\$212,130
Grand Junction	58,566			\$180,000	\$197,418
Broomfield	55,889			\$203,635	\$228,905
Castle Rock	48,231				
Commerce City	45,913			\$163,641	\$180,156
Parker	45,297			\$185,293	\$194,328
Littleton	41,737				
Northglenn	35,789			\$158,400	\$166,111
Brighton	33,352				
Englewood	30,255			\$169,950	\$172,414
Wheat Ridge	30,166			\$148,526	\$183,652
Fountain	25,846			\$154,848	\$180,785
Lafayette	24,453			\$194,896	\$223,715
Montrose	19,132			\$145,000	\$166,926
				\$2,110,341	\$2,357,279
		11 city average		\$175,861.75	\$196,440
			Relph package		\$212,357
			Difference		\$15,917
			Percentage		8%

Relph proposed package	
Salary	\$188,057
Car Allowance	\$6,300
457 contribution	<u>\$18,000</u>
Total	\$212,357

Source for other city data: CML, survey updated January through April, 2017