

STERLING RANCH
COMMUNITY AUTHORITY BOARD
UTILITIES, PARKS, AND OPEN SPACE
RULES AND REGULATIONS

ADOPTED August 26, 2020

STERLING RANCH COMMUNITY AUTHORITY BOARD
8390 EAST CRESCENT PARKWAY, SUITE 300
GREENWOOD VILLAGE, COLORADO 80111

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SECTION I GENERAL

Section 1.1 Enactment

These Rules and Regulations are adopted by the Sterling Ranch Community Authority Board (the “CAB”) in accordance with the authority contained in Title 32, Article I, Part 10, C.R.S. and Section 29-1-203, C.R.S., as may be amended.

Section 1.2 Relationship of CAB and Dominion

The CAB operates as the provider of Retail Services to End Users while the Dominion Water and Sanitation District (“Dominion”) is the provider to the CAB of Wholesale Services.

Section 1.3 Availability of Service

Retail Services shall be available to End Users in accordance with these Rules and Regulations and based on the charges established therefore and subject to all penalties and charges for violation thereof, or any statutes applicable and subject to the availability and capacity of Retail Facilities.

Section 1.4 Service Agreement with Dominion

The CAB receives Wholesale Services pursuant to a Service Agreement with Dominion. All End Users shall be subject not only to these Rules and Regulations but also to the Dominion Rules and Regulations.

Section 1.5 More Restrictive Rules and Regulations

Notwithstanding any other provision of these Rules and Regulations, the Rules and Regulations of the CAB, to the extent they are more restrictive than the Dominion Rules and Regulations, shall apply except as otherwise provided in the Service Agreement.

Section 1.6 Compliance with Plumbing, Building Requirements or Regulations

Nothing herein provided shall be deemed to relieve any Person from compliance with the plumbing code or building code of Douglas County or any other state, federal, or local plumbing or building requirements. Nothing herein shall be deemed to relieve any Person from compliance with any other County, State of Federal regulation or requirement that would apply to the Wholesale Facilities or the Retail Facilities.

Section 1.7 Amendments

These Rules and Regulations may be amended by the CAB from time to time in the same manner as the Rules and Regulations herein were adopted.

Section 1.8 Severability

If any section, subsection, sentence, clause or phrase of these Rules and Regulations is for any reason held to be invalid or unconstitutional, such provision shall not affect the remaining portions of these Rules and Regulations.

Section 1.9 Control and Operation of Facilities

All Retail Facilities shall be under the management of the General Manager and the control of the CAB; provided however, that management and administration of the Retail Facilities may be provided by a Contractor.

No other Person shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the Retail Facilities without the CAB's written consent.

Section 1.10 Control of Works

If, for any reason, the CAB deems it necessary to delay or stop work on any water or sanitary sewer facilities to be connected to the CAB's facilities, a stop order by the General Manager shall be issued and delivered to the Customer or Person on the job. Work shall cease in an orderly manner with proper safety measure and protection for materials, equipment, property and other phases of the job. Work shall not be resumed until issuance of a proceed order. Such decision shall not be the basis of any claim by the Customer or Person of concern for direct, indirect, consequential or other damage by reason of any such action, but may be appealed to the CAB for review.

Section 1.11 Other Charges

Whenever any Person, Owner or Customer fails to perform any act required by these Rules and Regulations, performs any such act in a negligent manner or performs any act prohibited by these Rules and Regulations, the CAB may, at its discretion, correct any problem created thereby. In such event, all costs incurred by the CAB shall be charged and paid pursuant to Article 9 thereof. Such charge shall be a lien against the property until paid.

Except in cases of an emergency, notice shall be given pursuant to Article 8 and the Customer or Person may appeal the necessity for the charge and the amount therefore pursuant to Sections 8.7, 8.8 and 8.9.

Section 1.12 Special Conditions

Any presently installed water distribution facility or sanitary sewer collection facility which does not meet the requirements of this Article but was in compliance with the Rules and Regulations at the time of installation and which has been properly maintained shall, except for the inspection and maintenance requirements, need not be upgraded, so long as the General Manager is assured that said facilities will satisfactorily protect the CAB's facilities and the public. Whenever the existing facilities are moved from their present location or require replacement as determined by the General Manager or when the General Manager finds that the

device constitutes a hazard to health, the facilities shall be replaced by meeting the current requirements of their Rules and Regulations.

SECTION II DEFINITIONS

Section 2.1 Definitions

Unless the context indicates otherwise, the meaning of the terms used herein shall be as follows:

“Act or The Act” shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

“Amalgam Waste” shall mean to include any waste containing mercury or residues from the preparation of amalgam. This includes, but is not limited to, any waste generated or collected by chair-side traps, screens, filters, vacuum system filters, amalgam separators, elemental mercury, and amalgam capsules.

“Amalgam Separators” shall mean a type of Wastewater treatment equipment that is designed to remove amalgam particles and dissolved mercury from the Wastewater discharged by Dental Facilities.

“Authorized or Duly Authorized Representative of the End User” shall mean:

- A. If the user is a corporation:
 - 1. The president, secretary, treasurer, or a 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,
 - 2. The manager of one or more manufacturing, product, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having 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 control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- B. If the user is a partnership or sole proprietorship: A general partner or proprietor, respectively,
- C. If the user is a federal, state, or local government facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the governmental facility, or their designee,
- D. The individuals described in paragraphs __ through __, above, may designate another authorized representative if the authorization is in writing, the authorization specifies the

individual or 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 CAB.

“Best Management Practices or BMP’s” shall mean schedules or activities, prohibitions of practices, maintenance procedures, and other management practices to implement the general or specific prohibitions listed in Section 7.9, 7.10 or 7.11 (40 CFR 403.5(a)(1) and (b)). BMP’s also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

“Biochemical Oxygen Demand (BOD)” shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure over a period of five (5) days at 20 degrees centigrade, expressed in terms of milligrams per liter (mg/l).

“CAB” shall mean the Sterling Ranch Community Authority Board, a political subdivision and public corporation of the State of Colorado formed pursuant to C.R.S. Section 29-1-203.5 and party to a Current Service Agreement.

“CAB Board” shall mean the Board of Directors of the CAB.

“Categorical Industrial User” shall mean an Industrial User subject to a Categorical Pretreatment Standard or Categorical Standard as defined in 40 CFR Chapter I, subchapter N (40CFR Parts 405-499).

“Categorical Pretreatment Standard or Categorical Standard” shall mean any regulation containing Pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 Section 1317) that apply to a specific category of End Users and that appear in 40CFR Chapter 1, Subchapter N, Parts 405-471.

“Colorado Discharge Permit System (CDPS)” shall mean the permit issued by the State of Colorado pursuant to the Clean Water Act and the Water Quality Control Act.

“Contractor” shall mean any Person, firm, association, corporation, local government or agency performing work or furnishing materials to or for the CAB, directly or indirectly.

“Cross Connection” shall mean any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems, one of which contains Potable Water and the other Nonpotable Water or water of questionable safety, through which or because of which backflow or back- siphonage may occur which would contaminate the Potable Water system.

“Current Service Agreements” shall mean those Service Agreements listed on Exhibit B to these Rules and Regulations which Addendum will be updated from time to time by Resolution of the CAB upon execution of a new Service Agreement.

“Customer or End User” shall mean any person, firm, corporation, association or agency who is authorized, or who desires, to obtain services from the CAB and is a connector to or user of the Retail Facilities.

“Dental Facility” shall mean any facility used for the practice of dentistry or dental hygiene, which discharges Wastewater containing amalgam.

“Dental Facility BMP (Best Management Practice)” shall mean the requirements and standards established by Dominion to manage the discharge of Amalgam Waste to the POTW. This may include incorporating all or part of the “Best Management Practices for Amalgam Wastes” issued by the American Dental Association (ADA), September 2005 and revisions thereto. The Dental Facility BMP provides recommendations on technology, equipment, and management practices for controlling mercury discharges from Dental Facilities. Dominion’s Dental Facility Pretreatment Requirements are included in these Rules and Regulations as “Exhibit C-2”.

“District Engineer” shall mean any Person authorized by the CAB to act as its Engineer.

“Districts” shall mean Sterling Ranch Colorado Metropolitan District Nos. 1-7.

“Domestic Sewage” shall mean sewage which can be treated without Pretreatment and within normal operating procedures; which does not contain Pollutants that Pass Through or interfere with the POTW; which, when analyzed, shows, by weight, a daily average of not more than 300 parts per million of Suspended Solids and not more than 250 parts per million BOD; and which does not contain any other constituents above levels normally found in solely residential Wastewater, as determined by the General Manager.

“Dominion” shall mean Dominion Water & Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

“Dominion Board” shall mean the Board of Directors of Dominion Water & Sanitation District.

“Dominion Rules and Regulations” shall mean the Rules and Regulations adopted by Dominion and effective as of the date hereof and as they may be amended from time to time.

“End User” shall mean a connector to or user of the Retail Facilities of the CAB.

“Engineer” shall mean a duly qualified, Registered Engineer in the State of Colorado.

“Environmental Protection Agency, or EPA” shall mean the U.S. Environmental Protection Agency, or where appropriate, the administrator or other duly authorized official of said agency.

“Exhibit A” shall mean the Sterling Ranch Community Authority Board Rules and Regulations-Utilities Exhibit A which contains the current Utility Rates, Charges and Restrictions, as adopted and amended by Resolution of the CAB from time to time.

“**Food Waste**” shall mean the animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

“**General Manager**” shall mean the Person designated as General Manager by the CAB Board, who administers and supervises the affairs of and operations and maintenance of facilities of the CAB or the Person authorized by the CAB Board or the General Manager to act on his or her behalf.

“**Industrial User**” shall mean a non-domestic source regulated under Section 307 (b), (c), or (d) of the Clean Water Act that introduces Pollutants into the POTW.

“**Industrial Wastewater Discharge Permit**” shall mean a Permit issued by the CAB allowing the conditional discharge of industrial Wastewater into the Retail Facilities, pursuant to 40 C.F.R. 403 of the Act.

“**Interference**” shall mean the inhibition or disruption of the POTW treatment processes or operations that contributes to a violation of any requirement of Dominion’s CDPS and NPDES Permit. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with Section 405 of the Act (U.S.C. 1345) or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state criteria (including those contained in any state sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the POTW.

“**Local Limits**” shall mean any regulation containing Pollution Discharge limits promulgated by Dominion in accordance with 40 C.F.R. 405.5(c) and (d), which are deemed to be enforceable as Pretreatment Standards in accordance with Section 307 (d) of the Act and which, once approved, are attached to these Rules and Regulations as Exhibit C.

“**NPDES Permit**” shall mean the National Pollution Discharge Elimination Systems Permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

“**New Source**” shall mean:

A. 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 which will be applicable to such source if such Pretreatment Standards are thereafter promulgated in accordance with that Section, provided that:

1. The building, structure, facility or installation is constructed at a site at which no other source is located; or,
2. The building, structure, facility or installation totally replaced the process or production equipment that causes the discharge of Pollutants at an existing source; or,
3. The production of 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.

B. 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 paragraphs A.1. or A.3. of this definition but otherwise alters, replaces, or adds to existing process or production equipment.

C. Construction of a new source as defined under this paragraph has commenced if the Owner or operator has:

1. Begun, or caused to begin as part of a continuous onsite construction program:
 - a. Any placement, assembly, or installation of facilities or equipment;
or,
 - b. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for this placement, assembly, or installation of new source facilities or equipment; or,
2. 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 which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

“Nondomestic Sewage” shall mean sewage which is not Domestic Sewage.

“Owner” shall mean any Person, firm, corporation, association or agency who holds title to any real property or building served by the CAB.

“Pass Through” shall mean 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 NPDES Permit (including an increase in the magnitude or duration of a violation).

“Permit” shall mean Industrial Wastewater Discharge Permit.

“Person” shall mean any individual, firm, company, association, society, corporation, group, government, governmental agency or other legal entity.

“Photographic Processing Facility” shall mean a facility which processes images from silver-sensitized films and papers. This includes, but is not limited to, commercial photographic and film processing facilities, in-house photographic processing facilities, microlabs, printers, X-

ray, and other medical/dental/industrial/institutional diagnostic facilities which use silver-based imaging materials the processing of which produces a silver-rich solution.

“Photographic Processing Facility Best Management Practices (BMP)” shall mean the Requirements and Standards established by Dominion to manage the discharge of silver wastes to the POTW. This may include incorporating all or part of the “The Code of Management Practice for Silver Dischargers,” issued by The Silver Council and the Association of Metropolitan Sewerage Agencies (AMSA), September 1995, and revisions thereto. The Photographic Processing Facility BMP provide recommendations on technology, equipment and management practices for controlling silver discharges from facilities that process photographic materials. Dominion’s Photographic Processing Facility Pretreatment Requirements are included in these Rules and Regulations as “Exhibit C-1,” once adopted by Dominion.

“Pollutant” shall mean any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into water.

“Pollution” shall mean the man-made or man-induced alteration of the chemical, physical, biological, or radiological integrity of water.

“Pool Tap Fee” shall mean a charge imposed by CAB and remitted to Dominion for a residential or commercial swimming pool.

“Potable Water” shall mean that water furnished by Dominion which conforms to requirements of the Safe Drinking Water Act or any other applicable standards.

“Pretreatment” shall mean the reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of Pollutant properties in Wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing Pollutants into a POTW.

“Pretreatment Requirements” shall mean any substantive or procedural requirement related to Pretreatment other than National Pretreatment Standards, imposed on an Industrial User.

“Pretreatment Standard, National Pretreatment Standard, or Standards” shall mean any regulation containing Pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act, which applies to Industrial Users. This term includes Prohibitive Discharge limits established pursuant to Section 403.5.

“Prohibitive Discharge Standards” shall mean the National Prohibitive Discharge Standard or regulations developed under the authority of Section 307 (b) of the Act of 40 C.F.R., Section 403.5.

“Publicly Owned Treatment Works (POTW)” shall mean a treatment works as defined by Section 212 of the Act (33 U.S.C. 1291) which is comprised in part of the Wholesale Wastewater Facilities and in part by the Retail Wholesale Facilities.

“Public Sewer” shall mean a sewer which is controlled and maintained by a public authority.

“Retail Facilities” shall mean the Retail Water Facilities, the Retail Wastewater Facilities and the Retail Stormwater Facilities as defined in Exhibit F.

“Retail Stormwater Facilities” shall mean the Retail Stormwater Facilities as defined in Exhibit G.

“Retail Wastewater Facilities” shall mean the Retail Wastewater Facilities as defined in Exhibit H.

“Retail Water Facilities” shall mean the Retail Water Facilities as defined Exhibit I.

“Retail Services” shall mean the services provided by the CAB to the End User through the Retail Facilities.

“Retail Water Services” shall mean the services provided by the CAB by way of its Retail Water Facilities.

“Retail Facilities” shall mean the Retail Water Facilities, the Retail Wastewater Facilities and the Retail Stormwater Facilities operated and maintained by the CAB that connect with the Wholesale Facilities.

“Retail Stormwater Facilities” shall mean the Retail Stormwater Facilities as defined in the CAB’s Rules and Regulations.

“Retail Wastewater Facilities” shall mean the Retail Wastewater Facilities as defined in the CAB’s Rules and Regulations.

“Retail Water Facilities” shall mean the Retail Water Facilities as defined in the CAB’s Rules and Regulations.

“Retail Services” shall mean the services provided by the CAB to the End User through the Retail Facilities.

“Retail Provider” shall mean a governmental entity that provides retail water and Wastewater service to an End User through the Wholesale Facilities pursuant to a Current Service Agreement with Dominion. The CAB is a Retail Provider.

“Rules and Regulations” shall mean the Rules and Regulations adopted by Dominion in June of 2015, as amended in December 2016 and any amendments approved thereafter by Dominion from time to time.

“Sanitary Sewage” shall mean any combination of liquid and water-carried wastes from residences or nondomestic sources.

“**Sanitary Sewer**” shall mean a sewer which carries liquid and water-carried wastes from residences or nondomestic sources.

“**Service Agreement**” shall mean the written agreement between Dominion and the CAB pursuant to which Dominion shall provide Wholesale Services to the CAB by way of Dominion’s Wholesale Facilities.

“**Service Charges**” shall mean all fees and charges other than Tap Fees, set forth in Exhibit A.

“**Service Lateral**” shall mean the Sanitary Sewer line from the wye connection on the CAB’s Sewer Main to the End User building to be served, but not including the wye, all as more specifically described in the Technical Specifications.

“**Sewer Main**” shall mean the principal Sanitary Sewer to which Service Laterals are tributary.

“**Sewer Tap Fee**” shall mean the Sewer Tap Fee in the amount set forth in Exhibit A for connection to or access to the Retail Wastewater Facilities.

“**Significant Industrial User (SIU)**” shall mean except as provided in paragraphs C.1, C.2, C.3 and D. of this Significant Industrial User definition, a Significant Industrial User is:

A. An End User of a Retail Provider subject to Categorical Pretreatment Standards;
or

B. An End User that:

1. Discharges an average of twenty-five thousand (25,000) gpd or more of process Wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);

2. Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW Treatment Plant; or

3. Is designated as such Dominion on the basis that it has a reasonable potential for adversely affecting the POTW’s operation or for violating any Pretreatment Standard or requirement.

C. Dominion may determine that an Industrial User subject to Categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User 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 Standard) and the following conditions are met;

1. The Industrial User, prior to Dominion’s finding, has consistently complied with all applicable Categorical Pretreatment Standards and Requirements;

2. The Industrial User annually submits a certification statement as found in 40CFR 403.3, together with any additional information necessary to support the certification statement; and,

3. The Industrial User never discharges any untreated concentrated wastewater.

D. Upon finding that a user meeting the criteria in subsection (2) of this part has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement, Dominion may at any time, on its own initiative or in response to a petition received from an End User, and in accordance with procedures in 40CFR 403.8 (f)(6), determine that such user should not be considered a Significant User.

“Stormwater Tap Fee” shall mean the Stormwater Tap Fee in the amount set forth in Exhibit A for connection to or access to the Retail Stormwater Facilities.

“Surcharge” shall mean any charge imposed by the CAB for the provision of a special service not normally provided by the CAB.

“Suspended Solids” shall mean the total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.

“Tap Fee” shall mean the Sewer Tap Fee, the Water Tap Fee and the Storm Sewer Tap Fee imposed by the CAB as set forth in Exhibit A for obtaining access, respectively, to the Retail Water Facilities, Retail Stormwater Facilities and Retail Wastewater Facilities.

“Tap” shall mean the right of a Single Family Equivalent (“SFE”) to connect for Retail Services.

“Technical Specifications” shall mean the Water and Wastewater Standards and Specifications for Water and Sanitation District as adopted in April 13, 2015 and as may be amended from time to time.

“Toxic Pollutant” shall mean any Pollutant or combination of Pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under Section 307 (a) of the Clean Water Act or other acts.

“Treatment Plant” shall mean that portion of the POTW or any portion thereof designed to provide treatment of wastewater.

“User” shall mean any Person who contributes, causes or permits the contribution of wastewater into the POTW or any portion thereof.

“Wastewater” shall mean the liquid and water-carried domestic or nondomestic wastes together with Pollutants which may be present, whether treated or untreated, which are contributed into or permitted to enter the POTW.

“Water Distribution Main” shall mean the principal water conveying conduit owned by the CAB.

“Water Distribution System” shall mean individually or collectively, any water facility or facilities owned by the CAB. Water Distribution Systems shall include all fire hydrants.

“Water Quality Control Act” shall mean the Colorado Water Quality Control Act C.R.S. 1973, 25-8-101 et. seq.

“Water Service Line” shall mean the waterline from the downstream end of the corporation step to the water main (but not including the corporation stop) the meter, all as more specifically described in the Technical Specifications.

“Water Treatment Works” shall mean an arrangement of devices and structures used to produce potable water.

“Water Tap Fee” shall mean the Water Tap Fee in the amount set forth in Exhibit A for connection to or access to the Retail Water Facilities.

“Wholesale Stormwater Facilities” shall mean the stormwater facilities more specifically described in Exhibit J.

“Wholesale Stormwater Services” shall mean the services provided to the CAB by Dominion by way of its Wholesale Stormwater Facilities.

“Wholesale Wastewater Facilities” shall mean the structure, equipment and processes required to collect, carry away and treat domestic and industrial wastes and dispose of the effluent which includes, but is not limited to, the POTW, more specifically described in Exhibit K.

“Wholesale Wastewater Services” shall mean the services provided to the CAB by Dominion by way of its Wholesale Wastewater Facilities.

“Wholesale Water Facilities” shall mean the water facilities more specifically described in Exhibit L.

“Wholesale Water Services” shall mean the services provided to the CAB by Dominion by way of its Wholesale Water Facilities.

“Water Service Line” shall mean that portion of the water system from the distribution main to the point of connection within the building.

“Wholesale Facilities” shall mean the Wholesale Wastewater Facilities, Wholesale Stormwater Facilities and Wholesale Water Facilities.

“Wholesale Services” shall mean the services provided to the CAB by Dominion by way of its Wholesale Facilities.

“**Wildfire Management Plan**” shall mean the Sterling Ranch Wildfire Management Plan set forth in Exhibit M as revised from time to time by the CAB Board.

SECTION III APPLICATION FOR SERVICE BY RETAIL PROVIDER

Water and sanitary sewer service outside of the boundaries of the Districts shall only be provided when such service is in the best interest of the CAB, Dominion and the Districts. Such service shall be provided pursuant to a contract approved by the CAB only if Dominion has confirmed that it has the capacity to provide such service.

SECTION IV CONSTRUCTION OF WATER DISTRIBUTION AND SANITARY SEWER COLLECTION FACILITIES

Section 4.1 General

All of the Retail Facilities shall be designed and installed so as to provide an acceptable level of service to the Applicant’s specific parcel as well as to all Customers of the CAB.

All Retail Facilities shall conform to the Technical Specifications. Prior to the construction of any Retail Facility, the CAB shall review and approve the plans for the Retail Facility. The plans shall include a description of all necessary sites and rights-of-way.

All sites and rights-of-way reasonably required by the CAB shall be conveyed free and clear of all liens, to the CAB. Sites and rights-of-way shall include sufficient property to assure the CAB will have a sufficient interest in the property to relocate or reconstruct Retail Facilities if required.

Section 4.2 Extension and Sizing of Facilities

If, in the opinion of the District Engineer, an increase in line size in a Retail Facility to be installed by an End User is necessary to serve another End User’s property, the applicant End User shall be required to upsize the subject Retail Facility and the additional/incremental cost in labor and materials resulting from the upsize shall be the responsibility of the CAB (to be reimbursed to the CAB from the benefiting End User). If the increase in line size of a Retail Facility is necessitated due to the particular applicant End User’s needs, or design required to meet such needs, of the applicant End User, the entire cost of the upsized Retail Facility shall be the responsibility of the applicant End User.

Section 4.3 Acceptance of Facilities

The CAB will assume responsibility for providing Retail Services to individual lots within a development only upon transfer to the CAB of the ownership of all facilities and any necessary easements. All such Retail Facilities shall be warranted for 2 (two) years after acceptance by the CAB.

Section 4.4 Inspection

The CAB shall have a right to inspect at all times all facilities connected to, or to become connected to the Retail Facilities. Authorized employees and representatives of the CAB shall be allowed free access at all reasonable hours to any End User's property to insure compliance with these Rules and Regulations. CAB shall have the right to inspect all businesses to determine if pretreatment may be necessary, whether all pretreatment systems are operating in compliance and to take all necessary actions if said business is found to be out of compliance. CAB shall have the right to assess its costs for enforcement and corrective actions, levy fines and collect penalties to any business that is not in full compliance with the Pretreatment Requirements or other CAB rules.

SECTION V WATER SERVICE

Section 5.1 Water Use

The right to Retail Water Service from any source supplied by the CAB is only by permission and the CAB reserves the full right to determine all matters in connection with the control and use of its Retail Water Service. Dominion retains all rights to return flows from its Wholesale Water Services and Wholesale Water Facilities.

No End User in or upon any premises to which Retail Water Service is supplied shall supply water to any other End User without the CAB's prior written consent.

Nothing contained herein shall operate to create any vested or proprietary right whatsoever, but shall give the End User the right to Retail Water Service for the purposes specified in these Rules and Regulations. The right to Retail Water Service shall be subject to supervision or revocation and shutoff as set forth in Section VIII.

Section 5.2 Water Turn-on

The CAB will turn water on at any premises lawfully entitled to service between the hours of 8 a.m. and 5 p.m., Monday through Friday, exclusive of holidays. Service during hours other than these will be provided under special circumstances only upon authorization of the General Manager. No one except an authorized representative of the CAB shall, under any conditions or circumstances, turn water on. The CAB shall not be liable for any damages resulting in the turning on of the water either by CAB employees or other authorized Persons.

Section 5.3 Water Service Line Size, Location and Installation

Subject to the approval of the CAB, the End User is responsible for determining the size of the Tap required for service. The CAB shall at all times have the right to determine when and if a backflow prevention device is required and the kind and size of such device. All Retail Water Facilities and connections to Retail Water Facilities by End Users shall be made in conformance with the Technical Specifications in effect at the time of plan review and approval.

No Person, other than a Person authorized by the CAB, shall install or remove any Retail Facility.

If a Customer desires to permanently disconnect any premises, the water will be shut off at the corporation cock of the Customer.

Service to replace existing services shall not be approved by the CAB and the water will not be turned on until old service lines are dug up and removed at the expense of the new Customer.

Every water service line installation shall be equipped with a curb stop used exclusively by the CAB in controlling the water supply. If the curb stop is damaged by the Customer, replacement or repair shall be at the Customer's expense.

All Customers shall, at their own expense, keep their service pipes, stop valves, fixtures and other apparatus in good repair and protected from freezing or any other damage. The curb stop shall be accessible at all times. The Customer shall place and maintain a brass stop and waste valve which shall be easily accessible so that the water may be turned on or off. When necessary, the Customer shall turn off the water supply at the stop and waste valve and shall drain the water to prevent freezing and other damage.

Section 5.4 Water Meters

(a) End User Meters

(i) End User Meters shall be required to be installed and shall be furnished by the End User to these Rules and Regulations and the Technical Specifications. Separate meters will be required for indoor use and for outdoor use and shall be installed pursuant to the Technical Specifications. The location of all meters shall be approved by the CAB, and an internet connection for each meter shall be supplied by the End User.

(ii) The standard residential meter shall be 3/4 inch in size for 1 SFE for indoor water use. Meters for irrigation systems larger in size than 1-1/2 inches shall be of the turbine type. All meters shall be installed pursuant to the Rules and Regulations of the CAB and inspected by Dominion prior to water turn on. Under no circumstances shall anyone other than the personnel of the CAB remove a water meter without the approval of Dominion. The End User shall be responsible for providing the meter setter and associated plumbing. The location of all meters shall be approved by the CAB, and an internet connection for the meter shall be supplied by the End User; except, in the event that an End User does not have an internet connection, terminates such connection, does not connect their water meter to the internet, or replaces the Builder-installed meter other than with a CAB-approved water meter will be subject to a monthly charge in order for a CAB technician to manually read the meters and must provide the CAB with written authorization to enter such home to manually read the meter.

(b) Meter Testing

(i) The CAB may at any time test, repair or replace a Customer's water meter to ensure that the meter is recording within the accuracy limits recognized by the American Water Works Association (AWWA). If the CAB, in its sole discretion, determines that the customer's meter has failed to register accurately during a given billing cycle, appropriate adjustments to the Customer's current bill will be made as follows:

(1) If the meter has registered over 2% more water than actually passed through it, the current bill will be adjusted proportionately as a credit.

(2) If the meter has registered less than the actual amount of water which passed through it (by greater than 2%), the CAB may elect to adjust the current bill proportionately as a debit.

(3) Should the meter completely fail to register, the bill will be adjusted as determined by the General Manager on a fair and equitable basis.

(4) No adjustment will be made to any prior bills. Any Customer may request that the meter through which water is being furnished be examined and tested by the CAB. The request shall be in writing and shall be accompanied by a deposit equal to the charge for testing such meter as set forth in Exhibit A. Upon receipt of such request and deposit, the CAB will examine and test the meter. If the meter registers over 2% more water than actually passes through it, the meter shall be properly adjusted or replaced, the deposit returned and the current water bill adjusted. If the meter shall be found to register not more than 2% over, the deposit shall be retained by the CAB as the expense of making the test.

Should a meter which has been tested at a Customer's request be found to register less water than actually passes through it, the CAB, at its discretion, may elect to replace or repair said meter. In such instances, the deposit will be retained by the CAB as the expense of making the test; however, the Customer will not be charged any additional amount as a result of the meter registering less than the actual amount of water passing through it.

(c) Maintenance Responsibilities

(i) All water meters and remote registers shall be owned by the Customer, and the CAB reserves the following rights to: access, following written notice of 48 hours or as much as is practicable in the case of an emergency, the Customer's property to repair, replace, or otherwise operate and maintain water meters and remote registers; and test water meters and remote registers as the CAB deems necessary, but not less than once in each 10-year period. CAB employees or authorized contractors shall be allowed free and unimpeded access at all reasonable hours to any building or premises where water is used for purposes of inspection, repair, preplacement, meter reading, and meter installation and maintenance. Where a water meter is installed inside a building or in another location where access is limited, the Customer shall provide access to the meter upon notice to do so. While a water meter is under a warranty, costs for labor relating to meter repair and replacement shall be covered pursuant to the warranty, and the CAB may be responsible for remaining repair and replacement costs, subject to the CAB's sole discretion. If a water meter is not under warranty or any applicable warranty period has expired, the CAB may be responsible for all repair and replacement costs, subject to the CAB's sole discretion. But, the cost of repairs resulting from abuse by the Customer shall be paid by the Customer and added to and considered a part of the charge for water service. In installations utilizing a meter located within the building of the property served, the Customer is responsible for all costs associated with maintenance of the Water Service Line.

(ii) The CAB is responsible for maintaining the service line from the main through the curb stop. If there is not a curb stop, the CAB will maintain the water line from the main to the property line. However, in the event that damage to the meter or the curb stop was caused by abuse or negligence of the Customer, then the Customer shall be responsible for all costs associated with maintenance, repair or replacement.

Section 5.5 Pressure Reducing Valves

Any pressure reducing valve required by the CAB shall be adjusted by CAB personnel at such time as water service is initiated. Only authorized personnel shall adjust such valves.

Section 5.6 Fire Hydrants

Certain fire hydrants within the service area of the CAB shall be owned and maintained by Dominion and certain fire hydrants shall be owned and maintained by the CAB. Dominion and CAB shall have a diagram in the office of the Utility Director of Dominion and the General Manger of CAB indicating the locations of the fire hydrants and designation of ownership. All hydrants connected to the mains of Dominion are provided for the primary purpose of furnishing water for fire suppressing and shall be opened and used only by Persons authorized to do so by Dominion.

Any use of fire hydrants other than for fire suppression shall be allowed by Permit and shall require the use of a hydrant meter and regulating valve for the monitoring of water use. Connection and disconnection shall be made by authorized personnel only. Rates to be charged for water extracted from each hydrant shall be in accordance with the current fee schedule (Exhibit A).

Use of hydrant water shall cease for the duration of any fire or for any other reason upon notice by Dominion. Any damage to the hydrant, hydrant meter owned by Dominion or other property of Dominion shall be paid for by the CAB.

Section 5.7 Cross Connection

(a) Cross Connections

Cross Connections of any type which may permit a backflow of water from a supply other than that of the CAB into the Retail Facilities is prohibited. A connection constituting a potential backflow hazard is permissible only to the extent approved by the CAB and shall be protected by an approved backflow device. Any such connection shall at all times be subject to inspection and regulation by the CAB for the purpose of avoiding the possibility of backflow. In no instance will any such Cross Connection be permitted which is not in strict compliance with the Cross Connection regulations of the State of Colorado, Department of Public Health, and all Cross Connections shall be subject to its approval.

Service of water to any premises shall be discontinued by the CAB if a backflow prevention device required by these Rules and Regulations is not installed, tested, and maintained or if it is found that a backflow prevention device has been removed or by-passed or

if an unprotected Cross Connection exists on the premises. Service will not be restored until such conditions or defects are corrected at the expenses of the End User.

(b) Inspection of End User's System

The End User's internal distribution system shall be open for inspection at all reasonable times to authorized representatives of the CAB, to determine whether cross connection or other structural or sanitary hazards, including violations of these Rules and Regulations, exist. When a hazardous condition becomes known, the General Manager shall deny or immediately discontinue water service to the premises by whatever means the General Manager deems necessary, including but not limited to, providing for a physical break in the service line, until the End User has corrected the condition(s) in conformance with all State and Rules and Regulations adopted pursuant thereto. For conditions not constituting an immediate hazard, the End User shall be given notice of the violation in accordance with Section VIII.

(c) Conditions for Backflow Prevention Device Use

An approved backflow prevention device shall be installed on each service line to an End User's water system if:

(i) A landscape irrigation system is installed. The construction of a landscape irrigation system requires compliance with the requirements set forth in the Water Demand Management Initiatives. Should such a system be installed not in accordance with the most current edition of the Water Demand Management Initiatives, a violation notice will be issued which will specify a compliance schedule necessary to bring the installation within specification. Failure to meet said schedule may be grounds for termination of service pursuant to Section VIII.

(ii) A swimming pool is installed. The installation of a swimming pool requires compliance with the requirements set forth in the Water Demand Management Initiatives and the payment of a Pool Tap Fee by the End User. Should such a system be installed not in accordance with the most current edition of the Water Demand Management Initiatives, a violation notice will be issued which will specify a compliance schedule necessary to bring the installation within specifications. Failure to meet said schedule may be grounds for termination of service pursuant to Section VIII.

(iii) Any residential premises that have:

(1) Two-fluid solar heating systems. All two-fluid solar heating systems, whether utilized for space heat or domestic hot water preheat, shall protect against the possible backflow of Nonpotable substances into the Potable Water distribution system.

(2) Gray water recycling systems. All gray water recycling systems shall have a contamination detection system. No gray water recycling system shall be installed without the approval of the General Manager.

(iv) The General Manager determines:

(1) An auxiliary water supply is used which is not or may not be acceptable as an additional source;

(2) An auxiliary water supply is utilized which is not or may not be of safe bacteriological or chemical quality; or

(3) Industrial fluids or any other objectionable substances are handled in such a manner so as to create an actual or potential hazard to the public water system, such as process waters and waters originating from the public system which have been subject to deterioration in quality; or

(4) Premises have internal cross connection which cannot be permanently corrected or controlled; or

(5) Premises have intricate plumbing and piping arrangements where entry to all portions of the premises is not readily accessible for inspection purposes, making it impossible to ascertain whether or not dangerous cross connections exist.

(d) Backflow Prevention Device Approval

Any backflow prevention device required herein shall be of a model and size approved by the Foundation for Cross Connection Control and Hydraulic Research, University of Southern California.

(e) Special Backflow Prevention Device Conditions

Any presently installed backflow prevention device which does not meet the requirements of this Section but was an approved device at the time of installation and which has been properly maintained shall, except for the inspection and maintenance requirements, be excluded from the requirements of these Rules and Regulations so long as the General Manager is assured that said device will satisfactorily protect the water system. Whenever the existing device is moved from its present location or requires replacement as determined by the General Manager or when the General Manager finds that the device constitutes a hazard to health, the unit shall be replaced by a backflow prevention device meeting the requirements of this section.

SECTION VI WATER CONSERVATION

Section 6.1 General

The CAB encourages the conservation of water and, in that regard, the CAB has adopted and amends from time to time Water Demand Management Initiatives. The End User shall request the most recently adopted version from the General Manager. Pursuant to that plan, the CAB has set forth a schedule of rates, tolls, fees and charges for the use of water and has imposed various restrictions on water use. Those restrictions, rates, tolls, fees and charges are set forth in Exhibit A.

Section 6.2 Determination of Available Water Supply

The CAB shall, from time to time, determine the amount of available Potable Water supply for use and shall determine the expected demands for said water by all End Users for any given period of time. In the event the CAB shall determine at any given time that there are insufficient Potable Water supplies to meet all of the present and anticipated needs, the CAB may order restrictions, curtailments or prohibitions upon the indoor or outdoor use of water.

Any restriction, curtailments or prohibitions contemplated will be uniformly applied to all similarly situated water users within the CAB's service area. Nothing herein shall be construed to prevent the CAB from treating different categories of water users in a different fashion. Except in cases of emergency, the CAB shall publish written notice at least once in a paper of general circulation within the Districts no less than 5 days prior to imposing any curtailments, restrictions, and prohibitions upon the use of water. The notice shall include a statement as to said restrictions, curtailments or prohibitions, together with a statement of the penalties for violation thereof and the time period for which they shall be in effect.

Any Person or End User violating any provision of this section shall be subject to the penalties set forth in Section VIII of, or Exhibit A to, these Rules and Regulations.

SECTION VII SANITARY SEWER SERVICE

Section 7.1 General

The right to any use of the Retail Wastewater Facilities is only by permission granted by the CAB. The CAB reserves full right to determine all matters related to the control and use of its Retail Wastewater Facilities. The right use of the CAB's Retail Wastewater Facilities shall be subject to the Rules and Regulations as they apply to End Users and shall subject End Users to suspension, disconnection or revocation as set forth in Section VIII. This does not waive the CAB's authority to implement pretreatment requirements in accordance with Dominion's Rules and Regulations and Dominion's determinations regarding pretreatment requirements.

Section 7.2 Service Lateral Size, Location and Installation

The General Manager shall approve the size, location and manner of accomplishing the installation of a Service Lateral. If a Service Lateral is installed by the End User, the Service Lateral joints shall remain exposed until they have been inspected and approved by the CAB. The size, slope, alignment and materials of construction of the End User's Service Lateral and the method to be used in excavating, placing of the pipe, jointing, testing, and backfilling of the trench shall conform to the criteria set forth in the most current edition of the Technical Specifications and the applicable plumbing codes enacted and enforced by Douglas County or its successor.

The Service Lateral shall be brought to the building at an elevation below the basement floor. In all buildings in which any drain is too low to permit gravity flow to the Public Sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the Service Lateral.

No swimming pool drains, roof downspouts, exterior foundation drains, sumps, area drains or other sources of surface runoff or groundwater shall be connected directly or indirectly to a Sanitary Sewer unless such connection is approved by the General Manager.

All costs and expenses incidental to the installation and connection of the Service Lateral shall be borne by the End User. The End User shall reimburse the CAB for any loss or damage which may directly or indirectly be occasioned by the installation of the Service Lateral.

Section 7.3 Limitations on Service Connection

A separate and independent Service Lateral shall be provided for every building or End User; however, the CAB reserves the right to allow more than one End User or building to be connected to one Service Lateral. Subject to the approval of the CAB, the End User is responsible for determining the size and location of the Service Lateral. Any approval by the CAB is for its own use and is not an indication of the adequacy of the facilities.

When property provided with a Service Lateral is subdivided, a Service Lateral shall be provided for each building or End User.

Should a Service Lateral be of the wrong size or at the wrong location or not in accordance with the approved plans or the Technical Specifications, the cost of all corrections required to correct the situation shall be the responsibility of the End User.

The End User is responsible for maintenance of the Service Lateral from the building through the point of connection to the Sewer Main.

Any Sewer Main damaged as the result of abnormal or inappropriate use shall be repaired or reconstructed at the expense of the End User responsible for such abnormal or inappropriate use.

No unauthorized Person shall uncover, make any connections with or open into, use, alter or disturb any Retail Facility without first obtaining written permission from the General Manager.

Section 7.4 General Prohibition

No Person shall discharge or cause to be discharged into the Retail Facilities or the Retail Facilities any harmful waters or wastes, whether liquid, solid or gas, capable of causing Interference or obstruction to the flow in the sewer, damage or hazard to structures, equipment or treatment processes, or hazards to personnel of Dominion.

Prohibited sewage shall include, but not be limited to, such quantity of clear water injected into a Public Sewer which would interfere with the CAB's volume capacity or with the Dominion's volume capacity or biological process necessary for proper treatment.

Section 7.5 Dischargeable Sewage

Wastes shall be classified into two categories termed “Domestic Sewage,” and “Nondomestic Sewage.” The classification of dischargeable sewage shall be responsibility of the General Manager and shall follow recommended procedures of the Colorado Department of Public Health and Environment and the United States Environmental Protection Agency, and subject to review by the CAB, shall be final and binding.

Any End User discharging Nondomestic Sewage into the Public Sewer shall install, at End User’s expense, required pretreatment technologies and suitable monitoring equipment which isolates appropriate wastewater discharges and facilitates accurate inspection, sampling, and flow measurement of such discharges when required by the General Manager. Such equipment shall be maintained in proper working order and kept safe and accessible at all times.

Section 7.6 Grease and Sand Interceptors

Grease, oil and sand interceptors shall be provided by and at the expense of the End User when, in the opinion of the General Manager, they are necessary for the proper handling of liquid wastes containing excessive grease, excessive sand or other harmful ingredients. All interceptors shall be of a type and capacity approved by the CAB and shall be located so as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the End User shall be responsible for the proper removal and disposal by appropriate means of captive material and shall maintain records of the date and means of disposal. Such records shall be open to review by the CAB personnel. All such interceptors shall be cleaned, and the captive material removed a minimum of once a year, or more frequently if it is determined by the CAB that, 1) three inches of grease has accumulated in the secondary side of the interceptor, 2) odor complaints about the interceptor are received by the CAB, or 3) grease has accumulated to 37% of the total depth of the primary side of the interceptor.

Section 7.7 Industrial Pretreatment

All sources discharging Nondomestic Sewage shall be considered Industrial Users for the purpose of implementing and enforcing the Pretreatment Standards. No Industrial User shall discharge or cause to be discharged or increase the discharge or change the nature of the discharge into the Retail Facilities where such discharge does not meet applicable Pretreatment Standards, or which would cause Dominion to violate its CDPS or NPDES Permit.

Section 7.8 Compliance

To assure compliance with Section 7.7, a Significant Industrial User (“SIU”) shall, prior to connecting into the Retail Facilities, be issued an Industrial Wastewater Discharge Permit by the CAB. An Industrial User who is not classified as an SIU but who, in the opinion of the General Manager, has on its premises sufficient quantities or types of compounds which if discharged to the POTW would cause the User to be classified as an SIU, shall also be issued an Industrial Wastewater Discharge Permit.

Section 7.9 Industrial Wastewater Discharge Permit

Each and every business intending to commence operations, modify operations or sites must, prior to commencing any construction, renovation or acquisition of property within CAB’s

service area for commercial or industrial operations, complete the Business/Pretreatment Application form and submit the same to CAB for review and approval.

The Business/Pretreatment Application form requires information on the type of business, chemicals and materials used in its operations, proposed treatment systems and BMPs to minimize the Business' waste especially pollutants with the liquid waste.

CAB reserves the right to condition any preliminary acceptance of a business operations on factors necessary to assure protection of wastewater conveyance and treatment facilities, including but not limited to: compliance with pretreatment requirements, adopted or to be adopted for the specific operations; monitoring and reporting; agreement to CAB's access and inspections of the premises and operations; and timely payment of all fees and costs.

All Business/Pretreatment Application forms or any other information submitted to the CAB will be shared with Dominion.

The Industrial Wastewater Discharge Permit shall be issued to businesses and may be updated from time to time to reflect new requirements, technology or BMPs. The Industrial Wastewater Discharge Permit shall provide:

(a) That the right of the Permittee to discharge, including all new or increased contributions of Pollutants or changes in the nature of Pollutants, is conditioned upon such discharge and contribution meeting the applicable Pretreatment Standards and Requirements and that such discharge and contribution would not cause Dominion to violate the CDPS and NPDES Permit.

(b) That the Permittee shall comply with applicable Pretreatment Standards and Requirements.

(i) The Prohibitive Discharge Standards:

(1) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or Pass Through; or

(2) Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.

(3) Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 deg.C (104 deg.F) unless the EPA, upon request of the POTW, approves alternate temperature limits; or

(4) Solid or viscous Pollutants in amounts which will cause obstruction to the flow in the POTW resulting in the Interference; or

(5) Pollutants which will cause corrosive structural damage to the POTW, but in no case Discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such Discharges; or

(6) 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; or

(7) Any Pollutant, including oxygen demanding Pollutants (BOD, COD, etc.) released in a discharge at a flow rate and/or Pollutant concentration which will cause Interference with the POTW; or

(8) Any trucked or hauled Pollutants, except at discharge points designated by Dominion.

(ii) The Pretreatment Requirements, adopted by the CAB and attached to and incorporated in these Rules and Regulations as Exhibit C, as they may be revised from time to time, or adopted as necessary for new businesses, to protect the POTW and any portion thereof from Pass Through, Interference, and sludge contamination.

(iii) The National Categorical Pretreatment Standards of the Environmental Protection Agency (40 C.F.R. Chapter I, Subchapter N, Parts 405-471) are fully applicable and enforceable by these Rules and Regulations to all Industrial Users.

(iv) In addition, all federally-promulgated listing of Toxic Pollutants and any other discharge standards which the CAB deems appropriate to protect its Retail Wastewater Facilities shall be included in the Pretreatment Standards and Requirements.

(v) The CAB has developed and may continue to develop Best Management Practices (BMP's) to implement the requirements in Sections 7.9, 7.10 and 7.11.

(c) That the Permittee, when applicable, shall develop a compliance schedule for the installation of technology required to meet applicable Pretreatment Standards and Requirements as determined by the General Manager. Any Permittee after November 30, 2018 shall not be eligible for a compliance schedule and will be required to meet all requirements set out in the Permit.

(d) Install at its expense monitoring devices to allow sampling of the Permittee's wastewater and submit all notices and self-monitoring reports to the CAB as are required and necessary to assess and assure compliance.

(e) That the SIU shall pay a fee sufficient to enable the CAB to carry out all necessary inspection, surveillance and monitoring procedures to independently determine the Permittee's compliance or noncompliance with applicable Pretreatment Standards and Requirements.

(f) An affirmation that a representative of the CAB shall be authorized to enter the premises of the Permittee in which a discharge source or treatment system is located or

in which records are kept under 40 C.F.R. 403.12(n), for the purposes of inspection or monitoring activities.

(g) The CAB shall have the authority under the Permit to disconnect the Permittee's system from the CAB's Retail Wastewater Facilities, or to require the Permittee to immediately and effectively halt any discharge of Pollutants into the POTW or any portion thereof, if such discharge reasonably appears to present an imminent endangerment to the health and welfare of Persons or to the environment or interferes with the operation of the POTW or any portion thereof.

(h) Other provisions as may be required by the CAB, the Clean Water Act or by EPA regulations, including a procedure to protect the confidentiality of reports and information furnished by the Permittee in accordance with 40 C.F.R. 403.14. Effluent data shall be considered nonconfidential.

(i) Dominion shall annually publish in the largest daily newspaper published in Douglas County a list of the SIU's which significantly violated any Pretreatment Standards or Requirements during the twelve (12) previous months. The notification shall also summarize any enforcement actions taken against the SIU during the same twelve (12) months.

(j) That the Permittee shall pay an industrial Surcharge fee as specified in Exhibit A to cover the cost of treating wastewater with higher oxygen demand or solids loadings than those found in typical domestic wastewater.

(k) Requirements to control Slug Discharge, if determined by the CAB to be necessary.

Section 7.10 Industrial Pretreatment Requirements by Sector

All industrial pretreatment requirements shall be at least as stringent as those implemented by Dominion.

(a) Photographic Processing Facility

(i) Prohibition. It shall be unlawful for any silver-rich solution from a Photographic Processing Facility to be discharged or otherwise introduced into the POTW, unless such silver-rich solution is managed by the Photographic Processing Facility in accordance with the Photographic Processing Pretreatment Requirements prior to its introduction into the POTW.

(ii) Enforceability. The Photographic Processing Pretreatment Requirements are a fully enforceable element of the POTW industrial Pretreatment program and constitutes a local limitation for silver discharged from Photographic Processing Facilities.

(iii) Registration. New facilities must file a Business/Pretreatment Application prior to opening. The Photographic Processing Facility shall submit the following notification to the CAB: "(Photographic Processing Facility) hereby notifies the CAB that it

discharges silver-rich solution to the POTW and that such discharges will hereafter be managed in accordance with the CAB's Photographic Processing Pretreatment Requirements.”

(iv) Annual Compliance Certification. Each Photographic Processing Facility which has implemented the Photographic Processing Pretreatment Requirements for the control of silver discharges to the POTW shall submit an annual compliance certification to the POTW by December 31st of each calendar year. This compliance certification, to be completed by an authorized representative of the Photographic Processing Facility, shall consist of the following statement: “On behalf of (photo processing facility), I certify that, except as specifically noted below, this facility has implemented since the date of its last certification the Photographic Processing Pretreatment Requirements for the control of silver discharges to the POTW and, as of the date of this certification, is in compliance with the requirements of the Photographic Processing Pretreatment Requirements.

(b) Dental Facilities

(i) Prohibition. It shall be unlawful for Amalgam Waste from a Dental Facility to be discharged or otherwise introduced into the POTW, unless such Amalgam Waste is managed by the Dental Facility in accordance with the Dental Facility Pretreatment Requirements prior to its introduction into the POTW.

(ii) Enforceability. The Dental Facility Pretreatment Requirements are a fully enforceable element of the POTW Industrial Pretreatment program and constitute a local limitation for amalgam discharged from Dental Facilities.

(iii) Registration. New Dental Facilities must file a Business/Pretreatment Application prior to opening. The Dental Facility shall submit the following notification to the CAB: “(Dental Facility) hereby notifies the CAB that it discharges Amalgam Waste to the POTW and that such discharges will hereafter be managed in accordance with the CAB's Dental Facility Pretreatment Requirements.”

(iv) Annual Compliance Certification. Each Dental Facility that has implemented the Dental Facility Pretreatment Requirements for control of Amalgam Waste discharges to the POTW shall submit an annual compliance certification to the POTW by December 31st of each calendar year. This compliance certification, to be completed by an authorized representative of the Dental Facility, shall consist of the following statement “On behalf of (Dental Facility), I certify that, except as specifically noted below, this facility has implemented since the date of its last certification the Dental Facility Pretreatment Requirements for the control of Amalgam Waste discharges to the POTW and, as of the date of this certification, is in compliance with the requirements of the Dental Facility Pretreatment Requirements.”

(v) One-time Compliance Report. Each existing Dental Facility shall submit a One-Time Compliance Report no later than July 14, 2020, or 90 days after a transfer of ownership. For new sources, a One-Time Compliance Report must be no later than 90 days following the introduction of wastewater into the POTW.

(c) Restaurant and Dining Facility

(i) Prohibition. It shall be unlawful for any non-domestic user where preparation, manufacturing, or processing of food occurs to operate without implementing the Fats, Oils, and Grease (“FOG”) Pretreatment Requirements.

(ii) Enforceability. The FOG Pretreatment Requirements are a fully enforceable element of the POTW industrial Pretreatment program and constitute a local limitation for FOG discharged from facilities where preparation, manufacturing, or processing of food occurs.

(iii) Registration. New facilities must file a Business/Pretreatment Application prior to opening. The restaurant or dining facility shall submit the following notification to Dominion: “(Restaurant or Dining Facility) hereby notifies Dominion that it discharges FOG to the POTW and that such discharges will hereafter be managed in accordance with Dominion’s FOG BMPs”.

(iv) Annual Compliance Certification. Each Restaurant or Dining Facility which has implemented the FOG BMP for the control of FOG discharges to the POTW shall submit an annual compliance certification to the POTW by December 31st of each calendar year. This compliance certification, to be completed by an authorized representative of the restaurant or dining facility, shall consist of the following statement “On behalf of (Restaurant or Dining Facility), I certify that, except as specifically noted below, this facility has implemented since the date of its last certification the FOG Pretreatment Requirements for the control of FOG discharges to the POTW and, as of the date of this certification, is in compliance with the FOG Pretreatment Requirements.”

SECTION VIII VIOLATIONS, PENALTIES AND COMPLAINTS

Section 8.1 Notice of Violations

When the General Manager has reason to believe that any Person or Customer is not in compliance with any provision of these Rules and Regulations, that Person or Customer shall be served a written notice stating the nature of the violation, the amount of any penalty assessed, that service may be suspended, the right to appeal to the CAB, and providing a reasonable time limit to correct the violation. Written notice shall be served by delivery to the Person or Customer reasonably believe to be the violator, by the method set forth in the Colorado Rules of Civil Procedure, Section 4 (e), or by mailing to the service address by first-class mail. Mail shall be deemed to be received within three business days of mailing. The violator shall, within the period of time stated in such notice, permanently cease all violations and pay all penalties assessed.

Section 8.2 Violations and Penalties of Article 6

Any Customer violating the provisions of Article 6, including the water conservation requirements shall be issued a written notice to correct the violation. If the condition is not corrected upon receipt of the notice, it shall constitute a first violation. If within six months of the issuance of a first notice a second notice is issued for the same violation to the same Customer, it shall constitute a second violation. Violators will be subject to the following actions and penalties:

In the event the Customer does not correct the violation as set forth in the notice, the Customer will be advised in writing and a charge will be assessed in accordance with the Exhibit A fee schedule and added to the water bill.

In the event of a second violation within six months of the first violation, the Customer will be advised in writing and a charge will be assessed in accordance with the Exhibit A fee schedule and added to the water bill.

For each subsequent violation occurring within six months of the first violation, the CAB may, upon written notice, suspend water service to the premises at which said violation occurred, but only after the Customer has had a hearing, as provided for in Section 8.8, and a charge will be assessed in accordance with the Exhibit A fee schedule and added to the water bill.

All Customers who receive warning or notice of violation pursuant to this section may appeal as set forth in Section 8.9.

Section 8.3 Violations and Penalties of Section 5.7

Any Customer, who has not installed a proper backflow prevention device pursuant to Section 5.7, shall be issued a written warning of the violation with notice to correct the violation. If a proper device is not installed, service will be suspended. A notice of suspension of service shall be delivered to or posted at the premises. A proper device must be installed within five (5) days after delivery or posting of the notice of suspension or service will be disconnected. All customers who receive a notice of suspension may appeal as set forth in Section 8.8.

In the event service is suspended, it will be reinstated only if a proper device is installed and inspected, and such inspection results are approved by the CAB, and all penalties for failure to install a proper device are paid in full.

Section 8.4 Suspension of Service for Nonpayment

When payments for service are not received by the due date set forth on the bill, which shall be no less than 25 days from the date the bill is prepared the account will be considered past due.

Payments not received within 5 days after the due date will be considered delinquent. A penalty will be imposed in accordance with Exhibit A and a notice of delinquent account will be mailed. Owners or Customers who receive such a notice may appeal as set forth in Section 8.9.

Payment for service, penalties, charges, rates, fees, and tolls must be paid by the date set forth in the notice of delinquent account. If payment is not received, a notice of suspension of service will be mailed advising that payment must be made within ten (10) days or service will be disconnected. All Owners or Customers who receive a notice of suspension may appeal as set forth in Section 8.8.

In the event a notice of suspension is sent and whether or not service is actually suspended, arrangements satisfactory to the CAB shall be made for the payment of all fees, rates, tolls, penalties or charges due.

Section 8.5 Suspension and Disconnection of Service

For violation of any applicable portion of these Rules and Regulations or the terms and conditions of an Industrial Wastewater Discharge permit, the CAB may suspend or disconnect service upon proper notice.

In conjunction with its Industrial Pretreatment Program, the CAB recognizes the right of Dominion to enforce its Rules and Regulations by disconnection of Retail Wastewater Service to those who violate industrial effluent standards of the CAB or Dominion, whichever are more stringent, and that neither shall interfere with the other in the enforcement of their respective industrial effluent standards. The CAB will not reconnect any service connection which shall have been disconnected by Dominion, except upon the written request of Dominion. The CAB shall notify Dominion of any connection or disconnection of a sanitary sewer to End Users, at times and in a manner so as to cause a minimum of inconvenience to either party.

Section 8.6 Informal Resolution

Any Customer, upon receipt of a notice of violation or penalty of other than Article 7 may, within five (5) days from receipt, request a conference with the General Manager to discuss the violation or penalty. Said conference shall be held within ten days of receipt of request. After such a conference, the General Manager shall render an opinion, and notify the Customer by first-class mail within five (5) days.

Any Customer may, within five (5) days from receipt of the General Manager's opinion, request reconsideration of said opinion. Within five (5) days of the request, the General Manager shall hold a conference with the Customer and CAB staff. The General Manager shall accept and consider any relevant evidence. Within ten (10) days from the conference, the General Manager shall make written findings and an order disposing of the matter and shall provide the Customer with a copy of such decision. Said decision may be appealed to the CAB.

During the informal resolution procedure, as set forth herein, service will be suspended unless the General Manager determines that there is no danger to the environment, the POTW, or to any Person or property.

Section 8.7 Suspension Hearing

Except as provided in an Industrial Wastewater Discharge Permit, as a result of a violation of Article 7 or in any emergency situation, any Customer who has received notice of

suspension of service may receive a formal hearing prior to suspension by submitting a written request. Such request shall be submitted within five (5) business days of receipt of said notice. The hearing shall be held within five (5) business days of receipt of the written request.

The General Manager shall designate a hearing officer who may be an officer, agent or employee of the CAB, provided that said hearing officer shall not have participated in any manner in the decision to suspend such service.

At the hearing, the Customer and any representative of the CAB shall be permitted to appear in person and shall have the right to present evidence and argument, the right to confront and cross-examine any witness. The Customer may be represented by any Person of his choice or by legal counsel. The hearing officer may receive and consider any evidence which has probative value and is commonly accepted by reasonable and prudent Persons in the conduct of their affairs.

The hearing officer shall determine whether reasonable grounds exist to support the suspension of service. The hearing officer's decision shall be based upon evidence adduced at the hearing. The burden of showing that reasonable grounds exist to support the suspension shall be upon the CAB. The burden of showing mitigating circumstances shall be upon the Customer.

Subsequent to the hearing, the hearing officer shall make written findings and an order disposing of the matter and shall provide the Customer with a copy of such decision within ten (10) days after the hearing. Said decision may be appealed to the CAB.

Section 8.8 Appeal to the CAB

Except as provided in an Industrial Wastewater Discharge Permit or as a result of a violation of Article 7, a Customer may appeal the decision of the hearing officer or the General Manager by filing with the General Manager a written notice of appeal within ten (10) days after the decision has been received. Such notice shall set forth in detail the grounds therefore. In the event of failure to file such written notice of appeal within said ten (10) day period, the decision of the hearing officer or General Manager shall become final. Service shall be suspended unless the notice of appeal is accompanied by payment of all charges, including arrearages, disputed amounts, and any penalties, charges, rates, fees, and tolls. In the event the decision is reversed, appropriate refunds will be made. The CAB shall consider such appeal at the regularly scheduled or special board meeting to be held within 30 days of the filing of the notice of appeal.

The General Manager shall submit to the CAB a summary of the proceedings. The Customer may present evidence to the CAB at the meeting where the appeal is being considered. The CAB shall then consider all evidence submitted to it by the General Manager, the Customer, and any other witnesses who may be called. The CAB shall have the right to reasonably limit the time and manner of any presentation hereunder. Within fifteen (15) days after the CAB hears and considers the appeal, the CAB shall enter a written ruling based thereon, a copy of which ruling shall be delivered to the Customer. In the event that the decision is adverse to the Customer, all administrative remedies shall be deemed to have been exhausted.

Section 8.9 Emergency Situations

If an emergency situation exists which constitutes an imminent threat to the health or safety of Persons or potentially dangerous to the environment or to the POTW as determined at the sole discretion of the General Manager, the Customer's service may be terminated immediately without notice and such termination of service shall continue for as long as the emergency situation continues to exist.

Section 8.10 Penalties Not Exclusive

The penalties set forth in this article are not exclusive and the CAB may prosecute to the fullest extent of the law any Person engaged in any illegal activities and may institute whatever civil actions it deems necessary to insure compliance with these Rules and Regulations and to recover any damages, including attorney's fees caused by any violations of these Rules and Regulations.

Section 8.11 Customer Complaints

(a) Any Customer having any complaint with respect to the conduct or action of any employee of the CAB in connection with the operation of the water and sanitary sewer system or in connection with the administration or implementation of any rules, regulation or policy related to the operation of said systems, unless specifically provided for elsewhere in this article, shall follow the complaint process described hereafter:

(i) The Customer shall contact the General Manager to register any complaint. The General Manager will investigate the Customer's complaint and, upon completion of said investigation, shall contact the Customer and relate all information associated with said complaint within fifteen (15) days. If the investigation yields evidence of actions or conduct contrary to the operations, policies, rules, regulations or other procedures of the CAB, the General Manager shall initiate appropriate corrective action and shall promptly report such action to the complainant.

(ii) The Customer can appeal the General Manager's decision to the CAB. The decision of the CAB or its representative will be given in writing to the Customer within thirty (30) days after the receipt of the appeal by the CAB. In the event the decision is adverse to the Customer, all administrative remedies in connection with the appeal shall be deemed to have been exhausted.

Section 8.12 Billing-Related Complaints

Any Customer having a billing complaint shall contact the accounting department in person, by phone or by letter. The accounting department will investigate the Customer's concerns and, upon completion of this investigation, shall contact the Customer relating all information associated with said complaint. If an error is discovered during the investigation, the succeeding bill shall reflect all adjustments. The Customer may appeal any decision as set forth in this Article.

SECTION IX STORMWATER

Section 9.1 General

(a) All Retail Stormwater Facilities shall conform to the Technical Specifications. Prior to the construction of any Retail Stormwater Facility, the CAB shall review and approve the plans for the Retail Facility. The plans shall include a description of all necessary sites and rights-of-way. The CAB shall approve the size, location and manner of accomplishing the installation of any Retail Stormwater Facility. Subject to the approval of the CAB, the End User is responsible for determining the size and location of the Retail Stormwater Facility. Any approval of the CAB is for its own use and is not an indication of the adequacy of the Retail Stormwater Facility.

(b) Any Retail Stormwater Facility damaged as a result of abnormal or inappropriate use shall be required to be reconstructed at the expense of the Person or End User responsible for such abnormal or inappropriate use.

(c) No unauthorized Person or End User shall uncover, make any connections with or open into, use, alter or disturb any Retail Stormwater Facility without first obtaining written permission from the General Manager.

(d) All sites and rights-of-way reasonably required by the CAB shall be conveyed free and clear of all liens, to the CAB. Sites and rights-of-way shall include sufficient property to protect the CAB against the possibility of relocating or reconstructing any Retail Facilities.

Section 9.2 Extension and Sizing of Facilities

If, in the opinion of the District Engineer, an increase in line size in a Retail Facility is necessary to serve property to be served by another Retail Provider, the applicant Retail Provider shall be required to upsize the subject Retail Facility and the additional/incremental cost in labor and materials resulting from the upsize shall be the responsibility of Dominion (to be reimbursed to Dominion from the benefiting Retail Provider at such time as set forth in that Retail Provider's Service Agreement). If the increase in line size of a Retail Facility is necessitated due to the particular Retail Service needs, or design required to meet such needs, of the applicant Retail Provider, the entire cost of the upsized Retail Facility shall be the responsibility of the applicant Retail Provider.

Section 9.3 Inspection

Dominion shall have a right to inspect at all times all Retail Facilities connected to, or to become connected to the Wholesale Facilities. Authorized employees and representatives of Dominion shall be allowed free access at all reasonable hours to any Retail Facility or End User's property to insure compliance with these Rules and Regulations.

SECTION X FEES AND CHARGES

Section 10.1 Establishment of Rates and Charges

The rates and charges for water and wastewater shall be as fixed and established by the CAB from time to time and set forth in Exhibit A to these Rules and Regulations. The remedies provided in these Rules and Regulations are in addition to and not by way of derogation of any other remedies available to the CAB pursuant to any law or regulations.

Section 10.2 Perpetual Lien for Tap Fees

(a) The CAB is responsible for the collection of Tap Fees.

(b) Unless an earlier date of payment of certain Tap Fees has been provided for in an agreement with an End User, the Retail Provider and Dominion, all Tap Fees shall be due at the time of the issuance of a building permit by Douglas County.

(c) The Tap Fees to be paid on a Lot or Non-Residential Parcel shall constitute a perpetual lien on and against the Lots and Non-Residential Parcels until such time as the Tap Fees are paid in accordance with C.R.S. Section 32-1-1001(1)(j). If the Tap Fees are not paid by the date of issuance of a building permit for a particular Lot or Non-Residential Parcel, the lien securing the payment of the Tap Fees on such Lot or Non-Residential Parcel shall be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's liens.

Section 10.3 Perpetual Lien for All Other Fees, Rates, Tolls, Penalties and Charges

In addition to the perpetual lien for payment of Tap Fees, until paid, all fees, rates, tolls, penalties, or charges due in accordance with these Rules and Regulations and any Industrial Pretreatment Agreement or Industrial Sewer Agreement shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens.

Section 10.4 Change of Rates and Charges

The CAB reserves the right to change the schedule of water and wastewater service rates and charges and other fees at any time.

Section 10.5 Joint Liability

The CAB shall have the right to assess to any Customer or Owner who is delinquent in payment of any rate, toll, fee charge or penalty, all legal, court, and other costs necessary to or incidental to the collection of said account, including attorney fees, and said costs of collection shall be secured by the perpetual lien referenced above. The Customer and Owner are equally liable for any rate, toll, fee, charge or penalty of the CAB. Any agreements entered into between Customers, Owners, or any other parties with regard to responsibility for payment of rates, tolls, fees, charges, and penalties of the CAB shall be of no force and effect upon the CAB and the CAB may collect its rates, tolls, fees, charges and penalties from any party responsible for their payment.

Section 10.6 Change of Rates and Charges

The CAB reserves the right to change the schedule of water and sanitary sewer service rates and charges and other fees at any time and shall set forth the new rates in an updated Exhibit A.

Section 10.7 Tap Fees

Tap fees shall be collected with respect to property requiring service pursuant to these Rules and Regulations. The amount of such fees and the timing of the collection thereof shall be established from time to time by the CAB and shall be set forth in an updated Exhibit A.

Section 10.8 Water Meter Fee

The indoor and outdoor water meter fees, in addition to all other applicable fees and charges of the CAB, must be paid before the water meters will be furnished.

Whenever an installation of a water meter is required which is not covered by the schedule of charges, established from time to time by the CAB and published as Exhibit A to these Rules and Regulations, such work shall be done only after the CAB has received a deposit of twenty-five percent (25%) of the CAB's estimate of the actual costs. The total actual costs must be paid before service will be provided.

Section 10.9 Inspection Fees

Inspection of facilities for water and sanitary sewer service are performed by the CAB. The Customer shall be required to pay an inspection fee.

There will be a supplemental fee for each additional inspection required due to failure of the Customer to have the facilities ready for the required inspection.

Section 10.10 Hydrant Permit Fee

Temporary construction water may be obtained pursuant to Section 5.6 by submitting the appropriate application and deposit to the CAB and paying the fees required by the CAB. Service shall be metered at locations selected by the CAB.

Section 10.11 Disconnection and Reinstatement Charge

For any request to reestablish service subsequent to suspension, there shall be a surcharge for disconnection and reinstatement.

Section 10.12 Temporary Service Connections

A temporary service connection may be installed for use over a period of time not exceeding twelve (12) months. For each such connection, an application must be submitted and approved by the General Manager and a temporary service connection permit charge shall be paid. Renewal of the annual permit may be granted by the General Manager upon showing of good cause.

Section 10.13 Fire Sprinkler Systems

Internal fire sprinkler systems shall be owned, operated and maintained by the Customer. These systems shall not be metered but shall incur costs annually as determined by the CAB.

Section 10.14 Special Situations

Wherever any service is required which is not covered by the schedule of charges, established from time to time by the CAB and published as Exhibit A to these Rules and Regulations, the General Manager shall estimate the actual cost to the CAB (including reasonable administration costs) of the required service. The service shall be provided only after the CAB has received a deposit of one hundred percent (100%) of the estimate of the actual cost. In the event the actual cost is less than the deposit, the balance shall be refunded to the person paying the deposit upon completion of the service.

Section 10.15 Security Deposit

The CAB may require a deposit by a Customer if deemed necessary by reason of estimated future water billings or if there is experience of delinquency in the payment of rates, fees or charges. Such amount shall be not less than the estimated cost of water and sanitary sewer service for a two-month period or such other amount as determined by the General Manager, subject to appeal pursuant to Sections 8.8 and 8.12. Deposits may be returned after one (1) year at the request of the Customer, providing that all bills rendered during the preceding 12-Month period have been paid within thirty (30) days of presentation. Otherwise, the deposit will be returned on termination of service and payment of the final utility bill.

Section 10.16 Billing

Bills for water and sanitary sewer service charges will be rendered at intervals of one month or multiples thereof.

Section 10.17 Metering

For the purpose of computing user charges, each meter on the Owner's or Customer's premises will be considered separately.

Section 10.18 Meter Reading

Meters have been designed to be read remotely. However, meter readers shall have the right to enter public and private property for the purpose of meter reading. All meters shall be free and accessible for said purpose of meter reading. All meter readers shall carry an identification card issued by CAB. The meter reader need not be admitted to any premises unless he or she, if requested, displays the identification card to the Customer.

Section 10.19 Payment for Service

Bills for water and sanitary sewer service, and street light service shall be payable upon receipt of the statement and delinquent on the delinquent date as described in Section 8.4. The CAB, in its sole discretion may credit any amounts received to any charges due.

Section 10.20 Returned Check Fee

Any check or other negotiable instrument tendered to the CAB for payment of rates, tolls, fees, charges or penalties which is returned to the CAB and dishonored for any reason whatsoever shall be subject to a returned check fee.

Section 10.21 Unmetered Service Fee

The CAB shall have the right to assess a fee to any owner, Customer, or developer who fails to install a water meter prior to the sale of a property. The water service shall be terminated until the meter is installed.

Section 10.22 Street Light Fees

A standard residential fee shall be assessed on the periodic water and wastewater utility bills for all homes which have residential street lights in service, the bills of which are paid for by the CAB.

SECTION XI TREE LAWN MAINTENANCE.

Every Owner shall be responsible for the irrigation and maintenance of the Tree Lawn between their property edge and the street along the perimeter of their property ownership. The amount of water required for maintenance of the tree lawn will be included in the outdoor water budget calculated in accordance with the Water Demand Management Initiative.

The maintenance responsibility shall also include the cutting of the grass and replacement of any grass and plant materials, as necessary to keep the tree lawn in substantially similar condition to its original approved installation design plan unless and until a subsequent design plan is approved by the CAB.

SECTION XII PARKS AND OPEN SPACE

Section 12.1 Parks and Open Space Rules

(a) The control of dogs in Parks and Open Space is regulated by Douglas County Resolutions R-998-100 and R- 999-177, as may be amended, and is punishable as set forth in the applicable resolutions.

(b) Dog owners must leash and have physical control of their dog(s) at all times. Dog owners shall pick up and dispose of dog's excrement.

(c) Motorized vehicles are prohibited in parks, trails, and open space as defined in Section 12.04.

(d) Glass containers, littering, dumping and misuse of public property are prohibited.

(e) Fires are permitted within charcoal burning grills provided at park shelters, or within liquid-fueled or gas-fueled grills/stoves on CAB or District owned or managed developed park sites and parking lots when no fire restrictions apply.

(i) Firearms are defined as any pistol, revolver, rifle, or other weapon of any description from which a shot, projectile, arrow or bullet may be discharged. This includes and is not limited to compressed air guns, CO2 and battery operated guns, BB guns, pellet guns, air soft pellet guns, paintball guns, and slingshots. Archery equipment is defined as any bow including, but not limited to, a crossbow, longbow or compound bow, which shoots arrows or other projectiles. Model rockets and airplanes are defined as any craft that is propelled off the ground by a gas or electric engine, CO2, compressed air or any other form of power. Only model gliders propelled by humans and airplanes propelled by elastic bands are permitted.

(ii) Possessing fireworks, firearms, archery equipment, model rockets and airplanes on any CAB owned or managed properties is prohibited, except as provided by Section 18-12-201, C.R.S., et seq.

(iii) Firing or shooting any firearm or archery equipment in or into any CAB, Dominion or District owned or managed properties is prohibited.

(iv) Swimming or the use of watercraft and or floatation devices is prohibited. Use of model, or remote controlled toy boats on CAB, Dominion or District owned ponds and open water may not interfere with, or disturb fish, wildlife and fishing activities.

(f) Parks and open space are open from 5:00 a.m. to 11:00 p.m. daily.

(g) Hitting golf balls in or into CAB, Dominion or District owned or managed property is prohibited.

(h) Amplified sound systems are prohibited unless specifically authorized in writing by the CAB.

(i) Disorderly conduct as defined in Section 18-9-106, C.R.S. is prohibited.

(j) Relocating or releasing animals, fish, birds or insects on CAB, Dominion or District owned or managed property is prohibited.

(k) Fishing is permitted in CAB ponds and is governed by the Colorado Division of Wildlife's fishing regulations. CAB, Dominion and District owned and managed ponds and water bodies are regulated by both statewide rules and the CAB's posted site rules.

(i) A CAB fishing permit shall be required by any Person fishing in CAB ponds. The CAB fishing permit shall be applied for by completion of the application attached as Exhibit N to these Rules and Regulations, which Exhibit N may be amended by the CAB from time to time. Contact the General Manager for the most current Exhibit N.

(1) Harassment of wildlife as defined in Section 33-6-128, C.R.S. is prohibited. All of this statute is incorporated herein except subsection (3)

Section 12.2 Land Use Rules – Open Space

(a) Motorized vehicles are not permitted in open space. Private property may not be accessed through CAB or District open space.

(b) Dumping and littering of any kind is prohibited. This includes grass clippings, sod, soil, trash, debris, landscape materials, and dog waste.

(c) Recreation amenities such as playgrounds, tetherball, volley ball courts, ball fields, trampolines, horseshoe pits, tree houses, rope swings and archery ranges not constructed by the CAB or Districts are prohibited.

(d) Extended Landscaping: Mowing and weed whipping is permitted between the residential fence line and the outer edge of the CAB's mow line. Improvements including: irrigation, landscape materials, shrub and tree planting, gardening, structure of any kind or retaining walls are prohibited on CAB, Dominion or District owned or managed properties. Tree and shrub growth extending onto CAB, Dominion or District owned or managed property that interferes with maintenance practices is prohibited.

(e) Storage or staging of any type of equipment or materials is prohibited.

(f) Dog Off-Leash Areas (DOLA's) hours are from 7:00 A.M. until sunset year-round.

(g) Damage or misuse of CAB, Dominion or District property is prohibited. This includes, but is not limited to applying herbicide, digging and erosion caused by drainage from adjacent property.

Section 12.3 Fence Rules

(a) Owners of property adjacent to fences maintained by the CAB shall not place any landscaping or other materials in such a manner as to cause damage to the CAB's fence. The CAB may remove any such materials as provided in Section 11.7 hereof.

(b) Any person causing any damage to any fence maintained by the CAB shall promptly repair such damage.

(c) No Person shall install a gate in a fence on their property that abuts the CAB property without the prior written approval by CAB.

Section 12.4 Operation of Motorized Vehicles and Equipment

(a) The operation of any motorized vehicle or equipment on or through parks and open space owned and maintained by the CAB or Districts is prohibited except for the following:

- (i) CAB and Dominion service vehicles and equipment.
- (ii) Law enforcement, fire, rescue, and emergency vehicles and equipment, including the Douglas County Sheriff, South Metro Fire Rescue Authority, Colorado Division of Wildlife, and Animal Welfare.
- (iii) Vehicles and equipment operated at the direction of public agencies, such as the Denver Water Board, the City of Aurora, Urban Drainage and Flood Control District, Douglas County Department of Public Works, when being used by such entities to install or maintain facilities located in their easements or rights-of-way.
- (iv) Vehicles and equipment operated by contractors of the CAB or Dominion provided the contractor has obtained an access permit from the CAB or Dominion, as appropriate.
- (v) Power-Driven Mobility Devices which are classified as wheelchairs under the American with Disabilities Act Part 35.

Section 12.5 Parks and Open Space Water Management

- (a) Park Adjustments. A representative of the CAB shall meet periodically with maintenance teams responsible for parks within its service area to evaluate historical evapotranspiration, weather forecasts, and data from weather stations.
- (b) Irrigation System Inspections. The CAB staff will visually inspect irrigation systems periodically to ensure proper adjustment (e.g., to reduce overspray on roads, fix leaking heads, etc.). The CAB staff will also use analytics of its system to determine opportunities to increase system efficiency.
- (c) Routine Lawn and Plant Care
 - (i) The CAB will implement best management practices such as:
 - (1) Aerating and fertilizing parks on a routine basis.
 - (2) Applying surfactant to older areas as needed to help the soil better receive moisture.
- (d) Additional Landscape and Irrigation Regulations

The CAB will adopt Parks and Open Space Technical Specifications that include evapotranspiration/soil moisture sensors, smart controllers, rain gauges, sprayer requirements, scheduling specifications and other additional irrigation controller requirements for the CAB owned and operated Parks and Open Space.

Section 12.6 Violations of Article 12

Violations any of the provisions of Article 12 of the Rules or Regulations are Class misdemeanors punishable by a fine from \$50.00 to \$750.00 or six months imprisonment or both, as provided in Section 18-9-117 of the Colorado Revised Statutes.

Section 12.7 Other Remedies of the CAB

(a) Any violation of Sections 12.2 (B - F) and 12.3 (A) and (B) adjacent to private property shall be deemed to have been placed by the owner of the adjacent property and that property owner shall be responsible for the correction of the violation.

(b) In addition to any penalties provided by the Colorado Revised Statutes, the CAB may correct violations of Sections 12.2 (B), (C), (D), (E) and 12.3 at the expense of the responsible party.

(c) Prior to correcting any violation, the CAB shall give the party responsible 10 days written notice.

(d) In the event the CAB corrects any such violation, the responsible party shall be assessed a fee equal to the amount required to correct the violation plus 20% for administrative expenses. Any such fee shall be collected by the CAB as provided in Section 9.02.

(e) Any party aggrieved by this section may appeal as provided in Section 8.07.

Section 12.8 Temporary Access to Park and Open Space

Any person working on CAB property must obtain a Temporary Access Permit. A Temporary Access Permit Application must be completed and submitted to the CAB.

SECTION XIII TEMPORARY SIGN RULES

Section 13.1 Sign Rules

These sign rules and regulations set forth herein apply to all properties managed by the CAB and the adjacent road right-of-way. Temporary signs are any and all signs that are not permanently installed. These rules are in addition to sign rules contained in the Douglas County Sign Code, as may be amended, and sign rules adopted in Master Declaration of Covenants, Conditions and Restrictions for Sterling Ranch Planned Development, as may be amended, and the Sterling Ranch Rules and Regulations for Covenant Enforcement, as may be amended.

Section 13.2 Temporary Sign Rules

(a) Temporary Sign Categories and Rules:

(i) Private Citizen Event Signs – Temporary signs for private citizen events such as garage sales, open houses, and religious services are permitted on the day(s) of the event or as otherwise indicated here.

(ii) Political Signs – Supporting or opposing a candidate or ballot issue are not permitted.

(iii) Signs Advertising the Sale of Goods and Services – by businesses or other commercial entities are not permitted.

(b) Placement of Temporary Signs.

(i) Temporary signs may be placed on landscaped areas or on sidewalks as long as they are not compromising the safety of pedestrians or motorists. Temporary signs of any kind, as defined above, are prohibited on medians.

(ii) Temporary signs cannot be placed within 150 feet of intersections of four lane to four lane, and four lanes to six lane roads.

(iii) Temporary signs must be free standing. Signs cannot be staked in to the ground or attached to trees, light poles, traffic signals or signs, utility boxes or fences.

(iv) Temporary signs that compromises public safety, is damaging or has the potential to damage public property, is not permitted on any land owned or managed by the CAB, Dominion or Districts or the adjacent road right-of-way.

(c) Time of Placement of Temporary Signs:

(i) Garage Sale Signs – may be placed on the day(s) of a sale and must be removed on the last day of the garage sale by sunset.

(ii) Open House Signs – can be placed and must be removed on the day of the open house by sunset.

(iii) Religious Services Signs – May be placed the day before the service and must be removed the day of the service.

(iv) Sizes of Signs are Limited to the Following:

(v) Garage Sale Signs – a maximum of 2' x 2'.

(vi) Open House Signs – a maximum of 2' x 2'.

(vii) Religious Service Signs – a maximum of 16 square feet.

Section 13.3 Community Event/Service Signs

(a) Community event/service signs may be used by any group or organization that is offering an event or service open to the general public. These signs may be used by governmental entities, the CAB and non-commercial organizations (i.e.: nonprofit 501(c) (3) to advertise public events and services.

(b) Community event/service signs may also be used to promote certain community services that are offered periodically which benefit the Sterling Ranch community and/or a worthy or charitable cause. Examples of these services include recycling programs, hazardous materials collection events and election voting notifications.

(c) Community Event Sign Locations – must be placed at locations designated by the CAB and Douglas County. Prior to placing such signs, the sponsor must apply for and obtain a permit through the CAB and provide the CAB with the name of the sponsor and the name of the individual who will be responsible for maintaining and removing the signs.

(d) Time of Placement of Signs – signs may be posted at the locations designated by the CAB up to ten days before an event and must be removed the day after the event by 10:00 a.m.

(e) Directional Signs – free standing “sandwich board” signs directing the public to the event site and parking may be placed on immediately adjacent parkways the day of the event and must be removed the day after the event by 10:00 a.m.

(f) Content of Signs – Community event signs posted at designated locations may include the event name, dates, times, location, fees (if applicable for the event, the logo of the organization operating the event and contact information. These signs may include the logo of one title sponsor not to exceed one (1) square foot. It is strongly recommended that event signs contain as few words as possible to allow letters to be large enough to read from a vehicle using a four and six lane road with a speed limit of 45 mph.

(g) Size/Material of Signs – Community event signs must be 4’x4’ and made of corrugated plastic or other weather resistant material.

Section 13.4 Enforcement

(a) Enforcement of Sign Rules – All CAB sign rules are enforceable as authorized in Section 18-9-117, C.R.S.

Section 13.5 Violations of Article 13.

Violations of Article 13 will result in the imposition of a fine of \$300 per violation plus the cost of repair of any damage to property owned or managed by the CAB, Dominion or Districts.

SECTION XIV

SECTION XV SIDEWALK MAINTENANCE RESPONSIBILITY

Every Owner shall be responsible for the maintenance of the sidewalk adjacent to their property to keep it in a clear and, in an unobstructed condition, including but not limited to, snow and ice removal, leaf removal, crack repair and hardscape replacement as necessary over time.

SECTION XVI WILDFIRE MANAGEMENT PLAN

From time to time the CAB will adopt a Wildlife Management Plan.

The current Wildlife Management Plan is attached as Exhibit M. Contact the General Manager to secure the most recent version of Exhibit M.

EXHIBIT A

The Water Tap Fees and Sewer Tap Fees identified as such and as imposed by the CAB as Exhibit A to its Rules and Regulations for Utilities, Parks and Open Space, as may be amended, from time to time by Resolution, shall be set forth in the Utilities Rates, Charges and Restrictions included in the Sterling Ranch Community Authority Board Book of Fees and Forms.

For an updated copy of the current Sterling Ranch Community Authority Board Book of Fees and Forms, please check the Sterling Ranch Community Authority Board website at sterlingranchcab.com or contact the General Manager at:

8390 East Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111

EXHIBIT B

List Of Current Service Agreements

1. Water and Wastewater Service Agreement by and between the Sterling Ranch Community Authority Board and Dominion Water and Sanitation District dated January 6, 2014.
2. First Amended and Restated Water, Wastewater and Stormwater Operations Intergovernmental Agreement (for service to Sterling Ranch), dated October 17, 2017.

EXHIBIT C

Pretreatment Requirements for Pollution Discharge

EXHIBIT C-1

Photographic Facility Pretreatment Requirements

“To Be Adopted”

EXHIBIT C-2

Dental Facility Pretreatment Requirements

1. Pretreatment standards for existing sources

(a) Removal of dental amalgam solids from all amalgam process wastewater by the following methods:

- (1) Installation, operation, and maintenance of one or more amalgam separators that meet the following requirements:
 - (i) Compliant with either the American National Standards Institute (ANSI) American National Standard/American Dental Association (ADA) Specification 108 for Amalgam Separators (2009) with Technical Addendum (2011) or the International Organization for Standardization (ISO) 11143 Standard (2008) or subsequent versions so long as that version requires amalgam separators to achieve at least a 95% removal efficiency. Compliance must be assessed by an accredited testing laboratory under ANSI's accreditation program for product certification or a testing laboratory that is a signatory to the International Laboratory Accreditation Cooperation's Mutual Recognition Arrangement. The testing laboratory's scope of accreditation must include ANSI/ADA 108-2009 or ISO 11143.
 - (ii) The amalgam separator(s) must be sized to accommodate the maximum discharge rate of amalgam process wastewater.
 - (iii) A dental discharger subject to these rules that operates an amalgam separator that was installed at a dental facility prior to June 14, 2017 and in accordance with Rule 11-1-3.B(07), satisfies the requirements of paragraphs (a)(1)(i) and (ii) of this section until the existing separator is replaced as described in paragraph (a)(1)(v) of this Part #5 or until June 14, 2027, whichever is sooner.
 - (iv) The amalgam separator(s) must be inspected in accordance with the manufacturer's operating manual to ensure proper operation and maintenance of the separator(s) and to confirm that all amalgam process wastewater is flowing through the amalgam retaining portion of the amalgam separator(s).
 - (v) In the event that an amalgam separator is not functioning properly, the amalgam separator must be repaired consistent with manufacturer instructions or replaced with a unit that meets the requirements of paragraphs (a)(i) and (ii) of this section as soon as possible, but no later than 10 business days after the malfunction is discovered by the dental discharger, or an agent or representative of the dental discharger.

- (vi) The amalgam retaining units must be replaced in accordance with the manufacturer's schedule as specified in the manufacturer's operating manual or when the amalgam retaining unit has reached the maximum level, as specified by the manufacturer in the operating manual, at which the amalgam separator can perform to the specified efficiency, whichever comes first.

(b) Implementation of the following best management practices (BMPs):

- (1) Waste amalgam including, but not limited to, dental amalgam from chair-side traps, screens, vacuum pump filters, dental tools, cuspidors, or collection devices, must not be discharged to the POTW;
- (2) Dental unit water lines, chair-side traps, and vacuum lines that discharge amalgam process wastewater to the POTW must not be cleaned with oxidizing or acidic cleaners, including but not limited to bleach, chlorine, iodine, and peroxide that have a pH lower than 6 or greater than 8.

2. Pretreatment standards for new sources (PSNS).

As of July 14, 2017, any new source subject to this BMP must comply with the Pretreatment standards for existing sources and the reporting and recordkeeping requirements.

3. Reporting and recording requirements.

(a) Dental Dischargers subject to this part must comply with the following reporting requirements

- (1) *One Time Compliance Report deadlines.* For existing sources, a One-Time Compliance Report must be submitted to the Control Authority no later than July 14, 2020, or 90 days after a transfer of ownership. For new sources, a One-Time Compliance Report must be submitted no later than 90 days following the introduction of wastewater into the POTW.
- (2) *Signature and certification.* The One-Time Compliance Report must be signed and certified by a responsible corporate officer, a general partner or proprietor if the dental discharger is a partnership or sole proprietorship, or a duly authorized representative in accordance with the requirements of 40 CFR 403.12(1).
- (3) *Contents.*
 - (i) The One-Time Compliance Report for dental dischargers subject to this part that do not place or remove dental amalgam as described at § 441.10(f) must include the: facility name, physical address, mailing address, contact information, name of the operator(s) and owner(s); and a certification statement that the dental discharger does not place dental amalgam and does not remove amalgam except in limited circumstances.

- (ii) The One-Time Compliance Report for dental dischargers subject to the standards of this part must include:
 - A. The facility name, physical address, mailing address, and contact information.
 - B. Name(s) of the operator(s) and owner(s).
 - C. A description of the operation at the dental facility including: The total number of chairs, the total number of chairs at which dental amalgam may be present in the resulting wastewater, and a description of any existing amalgam separator(s) or equivalent device(s) currently operated to included, at a minimum, the make, model, year of installation.
 - D. Certification that the amalgam separator(s) or equivalent device is designed and will be operated and maintained to meet the requirements specified in § 441.30 or § 441.40.
 - E. Certification that the dental discharger is implementing BMPs specified in § 441.30(b) or § 441.40(b) and will continue to do so.
 - F. The name of the third-party service provider that maintains the amalgam separator(s) or equivalent device(s) operated at the dental office, if applicable. Otherwise, a brief description of the practices employed by the facility to ensure proper operation and maintenance in accordance with § 441.30 or § 441.40.
- (4) *Transfer of ownership notification.* If a dental discharger transfer ownership of the facility, the new owner must submit a new One-Time Compliance Report to the Control Authority no later than 90 days after the transfer.
- (5) *Retention period.* As long as a Dental Discharger subject to this part is in operation, or until ownership is transferred, the Dental Discharger or an agent or representative of the dental discharger must maintain the One-Time Compliance Report required at paragraph (a) of this section and make it available for inspection in either physical or electronic form.

(b) Dental Dischargers or an agent or representative of the dental discharger must maintain and make available for inspection in either physical or electronic form, for a minimum of three years:

- (1) Documentation of the date, person(s) conducting the inspection, and results of each inspection of the amalgam separator(s) or equivalent device(s), and a summary of follow-up actions, if needed.
- (2) Documentation of amalgam retaining container or equivalent container replacement (including the date, as applicable).

- (3) Documentation of all dates that collected dental amalgam is picked up or shipped for proper disposal in accordance with 40 CFR 261.5(g)(3), and the name of the permitted or licensed treatment, storage or disposal facility receiving the amalgam retaining containers.
- (4) Documentation of any repair or replacement of an amalgam separator or equivalent device, including the date, person(s) making the repair or replacement, and a description of the repair or replacement (including make and model).
- (5) Dischargers or an agent or representative of the dental discharger must maintain and make available for inspection in either physical or electronic form the manufacturers operating manual for the current device.

EXHIBIT C-3

Fats, Oils, and Great (FOG) Pretreatment Requirements

1. Applicability.

(a) Non-domestic Users

- (1) This Requirement applies to any non-domestic user where preparation, manufacturing, or processing of food occurs. These users shall install and maintain a gravity grease interceptor (GGI).

(b) Domestic Users

- (2) This Requirement does not apply to domestic users.

2. GGI Requirements.

(a) Plan Reviews

- (1) Any non-domestic user subject to this Requirement shall obtain a plan review from Dominion prior to any new or modified operation.
- (2) The plan review shall determine the need, size, location, and other requirements of the GGI necessary to control discharges.
- (3) Written approval must be obtained prior to installation of the GGI.
- (4) Plan reviews shall be conducted and approval obtained prior to the construction of a new building, sale or transfer of ownership of the business, change in the nature of the services provided, change in building use, or remodeling of the facility.

(b) GGI Criteria

- (1) Sinks, floor drains, floor sinks, mop sinks, disposals, dishwashers and other plumbing fixtures in kitchens, bars, bussing stations, and other food service areas into which wastewater is likely to or has the potential to contain FOG must be connected to the GGI.
- (2) Water closets, urinals, and other plumbing fixtures conveying human waste shall not drain into or through the GGI.
- (3) Each business establishment for which a GGI is required shall have a GGI serving only that business except where shared GGIs are specifically approved by Dominion.
- (4) All GGIs and associated plumbing shall be installed by a licensed plumber or contractor.

- (5) All GGIs must have two compartments separated by a baffle wall. The primary compartment shall have a volume equal to two-thirds of the total capacity, and the secondary compartment shall have a volume equal to one-third of the total capacity. Each compartment shall be accessible by a traffic rated manhole above the inlet and outlet piping with a minimum diameter of 24 inches. Manhole covers shall not be locked, or otherwise fastened in place such that access is restricted.

(c) Exceeding Limits

- (1) If a facility's discharge exceeds the imposed limits for oil and grease or contributes to an excess build-up of FOG in the sanitary sewer line, the user may be required to install an appropriately sized GGI.
- (2) The user may be charged for any fees associated with sampling, including labor costs, travel time, sampling supplies, and analytical costs.

(d) GGI Maintenance

- (1) GGIs shall be maintained, at the expense of the user, by regularly scheduled pumping to ensure the proper operation necessary to efficiently intercept the FOG from the user's wastewater and prevent the discharge of said materials into the POTW.
- (2) A GGI shall be serviced at a minimum of every 90 days or more frequently as needed to ensure that the total accumulation of FOG and settled solids does not exceed twenty-five percent (25%) of the GGI's total capacity.
- (3) Dominion may allow a less frequent pumping schedule if the user can demonstrate the GGI does not need to be pumped every 90 days. Users seeking a modified pumping schedule shall complete an application demonstrating a less frequent pumping schedule is adequate. Applications will be reviewed by Dominion. Written approval must be obtained by Dominion staff before any modified pumping schedule can be implemented.
- (4) All records, receipts, and manifests of GGI maintenance, removal of GGI contents, and off-site hauling of FOG waste including waste grease bin (WGB) contents shall remain on the premises and accessible for review by Dominion at any time for a minimum of three (3) years. Dominion may require a user to submit all 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.
- (5) In the event a GGI is not properly maintained by the user, Dominion may authorize and require such maintenance work to 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.

- (6) Biological treatment or enzyme treatment shall not be substitute for the servicing of the GGI. Use of enzymes to emulsify FOG is prohibited. The direct addition of any enzyme, chemical, microbial agent to a GGI is prohibited.

EXHIBIT D

Retail Facilities

1. CAB's Retail Facilities include:
 - a. Street lights and associated wiring, controls and safety appurtenances.
 - b. Parks and open space including associated landscaping, irrigation devices, benches, lighting, structures, art work, playgrounds, signage, entry monuments, trails, etc.
 - c. Certain tracts, alleys, motor courts, sidewalks, medians, traffic circles, and other road and transportation improvements not owned and maintained by Douglas County.
 - d. Recreation sites, tracts and facilities.
 - e. Software licenses, including Desigo CC and Software as a Service (SAAS) services.
 - f. Underdrain lines, appurtenances, and outfalls that are approved and accepted by the CAB for ownership and maintenance.

EXHIBIT E

Retail Stormwater Facilities

1. CAB's retain stormwater facilities include:
 - a. Stormwater conveyance structures that include piping, stilling basins, underground stormwater facilities, manholes, and other stormwater structures that are not owned and maintained by Douglas County.
 - b. Drop structures, drainage channels, etc.
 - c. Stormwater detention and retention ponds.
 - d. Stormwater outfall(s).

EXHIBIT F

Retail Wastewater Facilities

1. CAB's retail wastewater facilities include:
 - a. Wastewater collection and interceptor main lines and appurtenances (manholes, cleanouts, etc.), excluding a customer's service line from the connection at the wye on the main line.
 - b. Other facilities necessary to convey wastewater to one of Dominion's lift stations or water reclamation facility.

EXHIBIT G

Retail Water Facilities

1. CAB's retail water facilities include:
 - a. Potable and non-potable water mains and appurtenances (valves, PRV's, fittings, or fire hydrants) that transmit water from Dominion's wholesale facilities to a customer's service line or open space area to and including the curb stop and box.
 - b. Commercial water lines and fire lines to the curb stop.
 - c. Irrigation distribution systems in CAB owned parks, open space, facilities, etc.

EXHIBIT H

Wholesale Stormwater Facilities

1. Dominion's wholesale stormwater facilities include improvements that:
 - a. Collect, convey, transmit, distribute or store rainwater for the purposes of rainwater harvesting.
 - b. The District anticipates the capacity of approximately 400 acre-ft of rainwater per year and intends to apply for a permanent augmentation plan with the CWCB.

EXHIBIT I

Wholesale Wastewater Facilities

1. Dominion's wholesale wastewater facilities include, but are not limited to:
 - a. Wastewater treatment plant(s)
 - b. Force mains
 - c. Major gravity interceptor lines
 - d. Lift stations
 - e. Effluent discharges
 - f. Influent facilities
 - g. Diversions, and
 - h. Other improvements necessary for the conveyance of wastewater from the CAB's and other retail districts wastewater facilities ("Wastewater Retail Facilities") to Dominion's water reclamation facilities.

EXHIBIT J

Wholesale Water Facilities

1. Dominion's wholesale water facilities include:
 - a. Water storage rights or facilities.
 - b. Water rights, or contractual water agreements.
 - c. WISE pipelines or capacity in WISE Authority pipelines.
 - d. Water pipelines owned or leased by Dominion necessary to deliver water to a water treatment plant, a water storage facility, a wastewater treatment plant, etc.
 - e. Wells and manifolds.
 - f. Potable water tanks.
 - g. Non-potable water tanks.
 - h. Water treatment plant(s).
 - i. Diversion and return flow intake structures.
 - j. Rainwater harvesting facilities.

EXHIBIT K
Wildfire Management Plan

EXHIBIT L
Fishing Permit Application
“To be Adopted”