

INVERNESS WATER AND SANITATION DISTRICT

WATER AND SANITARY SEWER RULES AND REGULATIONS

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INVERNESS WATER AND SANITATION DISTRICT

Water and Sanitary Sewer Rules and Regulations

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ARTICLE I

General

Section 1.1 Enactment.

These Rules and Regulations are adopted by the Board of Directors of the Inverness Water and Sanitation District in accordance with the authority contained in Title 32, Article I, Part 10, C.R.S.

Section 1.2 Availability of Service.

Water and sanitary sewer service shall be available in accordance with these Rules and Regulations and on the basis of the charges established therefore and subject to all penalties and charges for violation thereof, or any statutes applicable and subject to the availability of facilities and capacity.

Section 1.3 Notice to the District by Owners and Customers.

It shall be the responsibility of each Owner and Customer to notify the District of any change in the use or user of the water supplied through the Owner's tap, including but not limited to, a change of lessee. The penalty for failure to provide notice shall be as set forth in Exhibit A.

Section 1.4 More Restrictive Rules and Regulations.

Notwithstanding any other provision of these Rules and Regulations, the Rules and Regulations of any political subdivision receiving service from Inverness, to the extent they are more restrictive, shall apply.

Section 1.5 Compliance with Plumbing or Building Requirements.

Nothing herein provided shall be deemed to relieve any person from compliance with the plumbing or building codes of Arapahoe or Douglas County or any other State or local plumbing or building requirements.

Section 1.6 Amendments.

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

Section 1.7 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 decision shall not affect the remaining portions of these Rules and Regulations.

Section 1.8 Control and Operation of Facilities.

All water and sanitary sewer facilities shall be under the management of the General Manager and the control of the Board. No other person shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of Inverness's facilities.

Section 1.9 Control of Works.

If, for any reason, Inverness deems it necessary to delay or stop work on any water or sanitary sewer facilities to be connected to Inverness's facilities, a stop order by the General Manager shall be issued and delivered to the Customer or person or their representative 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 any other person for direct, indirect, consequential or other damage by reason of any such action, but may be appealed to the Board.

Section 1.10 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 District may, at its discretion, correct any problem created thereby. In such event, all costs incurred by the District 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 VIII and the Customer or Person may appeal the necessity for the charge and the amount therefore pursuant to Section 8.7, 8.8 and 8.9.

ARTICLE II

Definitions

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

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

Beneficial Use: The use of that amount of water that is reasonable and appropriate under efficient practices to accomplish without waste the purpose for which water is intended.

Biochemical Oxygen Demand (BOD): 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° centigrade, expressed in terms of milligrams per liter (mg/l).

Board: The Board of Directors of Inverness Water and Sanitation District

Categorical Standards: National Categorical Pretreatment Standards or Pretreatment Standard as promulgated from time to time by the United States Environmental Protection Agency.

Colorado Discharge Permit System (CDPS): The permit issued by the State of Colorado pursuant to the Clean Water Act and the Colorado Water Quality Control Act.

Contractor: Any person, firm, association, corporation or agency performing work or furnishing materials to or for Inverness, directly or indirectly.

Cross-Connection: 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.

Customer: Any person, firm, corporation, association or agency who is authorized, or who desires, to obtain service from Inverness.

District Engineer: Person authorized by Inverness to act as its engineer.

Domestic Service: Service to and for facilities for human comfort and convenience for normal household, residential or light office use.

Domestic Sewage: 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 residential wastewaters, as determined by the General Manager.

Engineer: A duly qualified, Registered Engineer in the State of Colorado.

Environmental Protection Agency (EPA): The U.S. Environmental Protection Agency, or where appropriate, the administrator or other duly authorized official of said agency.

Facility: Any building, equipment, pipe, valve, manhole or other appurtenance owned, operated or maintained by Inverness to provide water or sewer service.

Garbage: The animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

General Manager: The person designated as General Manager by the Board, who administers and supervises the affairs of and operations and maintenance of facilities of Inverness or the person authorized by the Board or the General Manager to act on his or her behalf.

Industrial User: A source or potential source of Nondomestic Sewage which if discharged into the POTW may interfere with, pass through or be otherwise incompatible with the POTW.

Industrial Wastewater Discharge Permit: A Permit issued by Inverness allowing the conditional discharge of industrial wastewater into the Inverness' POTW or POTW connected to Inverness, pursuant to 40 CFR 403 of the "Act".

Industrial Waste Treatment Plant or Facility: Any works or devices for the pretreatment of industrial sewage prior to its discharge to the POTW.

Inspector: The authorized representative of Inverness.

Interference: The inhibition or disruption of the POTW treatment processes or operations which contributes to a violation of any requirement of Inverness'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 (33 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.

Inverness: Inverness Water and Sanitation District.

Local Limits: Any regulation containing pollution discharge limits promulgated by Inverness in accordance with 40 C.F.R. 403.5(c) and (d), which are deemed to be enforceable as Pretreatment Standards in accordance with Section 307 (d) of the Act.

NPDES Permit: The National Pollution Discharge Elimination Systems permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

Nondomestic Service: Service which is not Domestic Service.

Nondomestic Sewage: Sewage which is not domestic sewage.

Owner: Any person, firm, corporation, association or agency who holds title to any real property or building served by Inverness.

Permit: Shall mean an Industrial Wastewater Discharge Permit.

Permittee: Any Customer issued an Industrial Wastewater Discharge Permit.

Person: Any individual, firm, company, association, society, corporation, group, government, governmental agency or other legal entity.

Pollutant: 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: The man-made or man-induced alteration of the chemical, physical, biological, or radiological integrity of water.

Potable Water: That water furnished by Inverness which is pure, wholesome, potable and does not endanger the lives or health of human beings and which conforms to requirements of the Safe Drinking Water Act or any other applicable standards.

Pretreatment: 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 Standard: The National Categorical Pretreatment Standard regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. 1317).

Pretreatment Standards and Requirements: The pretreatment standards and substantive or procedural requirements established under the Clean Water Act, the State of Colorado Water Quality Act, and any specific prohibitions or limits on pollutants and procedures to enforce compliance therewith adopted by Inverness.

Prohibitive Discharge Standard: The National Prohibitive Discharge Standard or regulations developed under the authority of Section 307(b) of the Act or 40 C.F.R., Section 403.5.

Publicly Owned Treatment Works (POTW): A treatment works as defined by Section 212 of the Act (33 U.S.C. 1291) which is owned by Inverness. This includes any sewers that convey wastewater to the POTW, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. For the purposes of these Rules and Regulations, "POTW" shall also include any sewers that convey wastewaters to the POTW from persons outside Inverness who are, by contract or agreement with Inverness, users of the Inverness POTW.

Public Sewer: A sewer which is controlled and maintained by a public authority.

Sanitary Sewer: A sewer which carries liquid and water-carried wastes from residences or nondomestic sources.

Sanitary Sewage: Any combination of liquid and water-carried wastes from residences or nondomestic sources.

Security Deposit: Any monies required to be deposited with Inverness for the purpose of guaranteeing payment of utility bills rendered for water or sanitary sewer service.

Service Lateral: The sewer line from the connection on Inverness's main sewer to the improvements of the Customer.

Sewer Main: The principal sewer to which lateral sewers are tributary.

Significant Industrial User or SIU: All categorical industrial users as listed in the Colorado Department of Health Pretreatment Regulations, or any industrial user that discharges 25,000 gallons per day or more of process wastewater ("process wastewater" excludes sanitary, noncontact cooling and boiler blowdown wastewaters), or contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic (BOD, TSS, etc.) capacity of the POTW, or has a reasonable potential, in the opinion of the General Manager, to adversely affect the POTW or any portion thereof (inhibition, pass-through of pollutants, sludge contamination, or endangerment of POTW workers).

Standard Specifications: The Water and Sanitary Sewer Standard Specifications for the Inverness Water and Sanitation District as adopted and amended from time to time.

Storm Sewer: A sewer for conveying water, groundwater, subsurface water or water from any source other than a sanitary sewer.

Surcharge: Any charge imposed by Inverness for the provision of a special service not normally provided by Inverness.

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

Tap Fees: Charges imposed by Inverness for obtaining water, sanitary sewer service and storm sewage and detention from Inverness.

Tap Permit: The permit issued by Inverness which allows a Customer to receive water, sanitary sewer service and storm sewage and detention from Inverness.

Toxic Pollutant: Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under Section 309 (a) of the Clean Water Act or other Acts.

Treatment Plant: That portion of the POTW or any portion thereof designed to provide treatment to wastewater.

User: Any person who contributes, causes or permits the contribution of wastewater into the POTW or any portion thereof.

Wastewater: 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.

Wastewater Facilities: The structure, equipment and processes required to collect, carry away and treat domestic and industrial wastes and dispose of the effluent.

Water Distribution Main: The principal water conveying conduits owned by Inverness

Water Distribution System: Individually or collectively, any water facility or facilities owned by Inverness. Water distribution systems shall include all fire hydrants.

Water Service Line: That portion of the water system from the distribution main to the point of connection within the building.

Water Quality Control Act: The Colorado Water Quality Control Act C.R.S. 1973, 25-8-101 et. seq.

Water Treatment Works: An arrangement of devices and structures used to produce potable water.

ARTICLE III

SERVICE OUTSIDE THE DISTRICT

Section 3.1 General

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

ARTICLE IV

Construction of Water Distribution and Sanitary Sewer Facilities

Section 4.1 General.

All of the water distribution facilities or sanitary sewer collection facilities shall be designed and installed so as to provide an acceptable level of service to the specific parcel as well as to all Customers of the District.

All water distribution facilities or sanitary sewer collection facilities shall conform with the Water and Sanitary Sewer Standard Specifications as adopted and amended by the District from time to time. Prior to the construction of any facility, the District shall review and approve the plans for the facility. The plans shall include a site plan which shows all sites and rights-of-way for the facilities.

All sites and rights-of-way reasonably required by the District shall be conveyed free and clear of all liens, to the District. Sites and rights-of-way shall include sufficient property to protect the District against the possibility of relocating or reconstructing such facilities.

The District will provide, at the District's expense, water distribution facilities and sanitary sewer collection facilities to the public right-of-way adjacent to property which is ready for imminent development if the Customer has given six months notice that such facilities are necessary.

Section 4.2 Extension and Sizing of Facilities.

Any connection to Inverness's facilities shall be approved by Inverness. It shall be the Customer's responsibility to provide at the Customer's sole cost, any water or sanitary sewer line necessary to serve the property and not built or to be built by Inverness as shown in the most current edition of the "Facilities Plan for Inverness Water and Sanitation District".

All connections shall be built in strict accordance with the most current edition of the Water and Sanitary Sewer Standard Specifications or any similar Standard Specifications adopted by any successor entities.

Section 4.3 Acceptance of Facilities.

The District will provide water and sanitary sewer service to any Customer only upon transfer to the District of the ownership of all facilities and any necessary easements.

Section 4.4 Inspection.

The District shall have a right to inspect at all times all facilities connected to, or to become connected to, the District's facilities. Authorized employees and representatives of the District shall be allowed free access at all reasonable hours to any building or

premises receiving water or sanitary sewer service to insure compliance with these Rules and Regulations.

Any inspection performed by the District is solely for the purposes of the District and the District assumes no liability or responsibility as a result of having performed any such inspection, for having failed to perform any such inspection or for having collected a fee therefore. Any such inspection shall not be deemed to be an approval of the size, slope, alignment, materials used in construction, the method used in excavating, the placing of pipe, jointing, testing, backfilling or any other aspect of the facility inspected.

Section 4.5 Inspection Fees

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

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.

ARTICLE V

Water Service

Section 5.1 Water Use.

The right to take and use water from any source supplied by Inverness is only by permission in accordance with these Rules and Regulations. Inverness reserves the full right to determine all matters in connection with the control and use of water. Water shall be used only for beneficial purposes.

No water user in or upon any premises to which water is supplied shall supply water to any other person without the approval of General Manager.

Nothing contained herein shall operate to create any vested or proprietary right whatsoever, but any right hereunder shall give only the Customer the right to the water service for the purposes specified with these Rules and Regulations. The right to use water service shall be subject to suspension or revocation and shutoff.

Nothing contained herein shall operate to create any right or expectation to any certain water pressure. Neither the District, its officers, agents or employees shall be liable in any way for any losses due to the unavailability of water or the presence or lack of any level of water pressure.

Section 5.2 Water Turn-on.

The District 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 District shall, under any conditions or circumstances, turn water on. The District shall not be liable for any damages resulting in the turning on of the water either by District employees or other authorized Persons.

Section 5.3 Water Service Line Size, Location and Installation.

Subject to the approval of Inverness, the Customer is solely responsible for determining the size of tap required for service and for the cost of any correction should the determination be in error.

No person, other than a person authorized by Inverness, shall install or remove any water service facilities.

Section 5.4 Water Meters.

A. General

The location and type of all meters shall be approved by the District. All meters shall incorporate a remote readout device placed in a location specified by the District. The Customer shall be responsible for providing the meter setter or vault and associated plumbing. When used, the meter pit or vault shall be so maintained that at all times it will be conveniently accessible and in good order to allow maintenance of the meters and to turn water on and off. Any required adjustments of the pit or vault to grade once the meter has been installed shall be the responsibility of the Customer.

Meters larger in size than 1-1/2 inches shall be of the turbine type. All meters shall be installed by the Customer, at the Customer's expense, and inspected by the District prior to water turn on. Under no circumstances shall anyone other than District personnel remove a water meter without the approval of the District.

B. Meter Testing

The District may at any time require the testing, repair or replacement of a Customer's water meter to insure that the meter is recording within the accuracy limits recognized by the American Water Works Association (AWWA). If the District, 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 District 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 have the meter through which water is being furnished be examined and tested at the Customer's expense.

Should a meter which has been tested at a Customer's request be found to register less water than actually passes through it, the meter shall be repaired or replaced.

C. Maintenance Responsibilities

All water meters and remote registers shall be owned and maintained by the Customer and shall be tested as the District deems necessary, but not less than once in each 10-year period. The cost of repairs shall be paid by the Customer.

The Customer is responsible for maintaining the service line from the main. Any maintenance, repair or replacement performed by the District will be done at the expense of the Customer.

Section 5.5 Pressure Reducing Valves

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

Section 5.6 Fire Hydrants

Fire hydrants are provided for the primary purpose of furnishing water for fire suppression. Any other use of fire hydrants shall be allowed by permit issued by Inverness 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.

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

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 District into the District's mains is prohibited. A connection constituting a potential backflow hazard is permissible only to the extent approved by the District and shall be protected by an approved backflow device. Any such connection shall at all times be subject to inspection and regulation by the District 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.

All backflow devices shall be tested by a tester certified by the District, at the expense of the Customer, at such times as directed by the District, but at least once per year.

Service of water to any premises shall be discontinued by the District if a backflow prevention device required by these cross connection 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 Customer.

B. Inspection of Customer's System

The Customer's internal distribution system shall be open for inspection at all reasonable times to authorized representatives of the District 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 Customer has corrected the condition(s) in conformance with all State and District Rules and Regulations adopted pursuant thereto. For conditions not constituting an immediate hazard, the Customer shall be given notice of the violation in accordance with Article VIII.

C. Conditions for Backflow Prevention Device Use

An approved backflow prevention device shall be installed in accordance with this article and with the applicable plumbing code, on each service line to a Customer's water system. Except as provided in the following paragraph, all backflow prevention devices must be reduced pressure principle devices approved by the District, and such devices must be specified on the plans approved by the District.

All lines to fire sprinkler systems and fire line connections into buildings must be protected by a reduced pressure principle device or, if approved by the District in its sole discretion, a double check valve device may be used.

D. Approved Backflow Prevention Devices

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 and the Colorado Department of Health and Environment.

E. Special Backflow Prevention Device Conditions

Any presently installed backflow prevention device which does not meet the requirements of this Article shall be replaced by a backflow prevention device meeting the requirements of this section.

ARTICLE VI

Water Conservation

Section 6.1 General.

Inverness requires the conservation of water within its service area. No person shall use any water provided by Inverness for other than beneficial use.

Section 6.2 Determination of Available Water Supply.

Inverness 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 Customers of Inverness's water system for any given period of time. The Board may order restrictions, curtailments, prohibitions, and may levy additional charges for uses beyond expected demands.

Any restrictions, curtailments, prohibitions and additional charges will be uniformly applied to all similarly situated water users within Inverness's service area. Nothing herein shall be construed to prevent Inverness from treating different categories of water users in a different fashion. Except in cases of emergency, Inverness shall deliver written notice at least five (5) days prior to imposing any curtailments, restrictions or prohibitions upon the use of water. The notice shall include a statement as to said restrictions, curtailments or prohibitions and the time period for which they shall be in effect.

Section 6.3 Irrigation.

The District shall have the right to schedule the irrigation of property in the District and each Customer will be required to irrigate only in accordance with such schedule. No person can irrigate more than 4 days per week without a variance from the Board.

Section 6.4 Violations

Any Person, Customer or user of Inverness violating any provision of this section shall be subject to the penalties set forth in Article VIII of these rules and regulations.

ARTICLE VII

Sewer Service

Section 7.1 General.

The right to any use of the POTW is only by permission granted by Inverness. Inverness reserves full right to determine all matters related to the control and use of its POTW. The right to use of the POTW shall be subject to suspension, disconnection, or revocation as set forth in Article VIII or in any intergovernmental agreement.

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 Customer, the service lateral joints shall remain exposed until they have been inspected and approved by an authorized representative of Inverness. The size, slope, alignment and materials of construction of the Customer'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 Standard Specifications and the applicable plumbing codes enacted and enforced by Arapahoe or Douglas Counties or their successors.

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 at no cost to Inverness. The Customer shall reimburse Inverness 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.

Subject to the approval of Inverness, the Customer is responsible for determining the number, size and location of service laterals required for service.

Should a service lateral be of the wrong size or at the wrong location and not in accordance with the approved plans or the Water and Sanitary Sewer Standard Specifications, the cost of all changes required to correct the situation shall be paid by the Customer or person responsible therefor.

The Customer is responsible for maintenance of the service lateral from the point of connection to Inverness's sewer main.

Any sewer main damaged as the result of abnormal use or damage to such facilities shall be repaired or reconstructed at the expense of the Customer or person responsible for such abnormal use or damage.

No unauthorized person shall uncover, make any connections with or open into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining written permission from the General Manager.

Section 7.4 General Prohibition.

No person shall discharge or cause to be discharged into a public sewer or in any area served by or under the jurisdiction of Inverness any harmful waters or wastes, whether liquid, solid or gas, capable of causing interference or obstruction to the flow in sewers, damage or hazard to structures, equipment or treatment processes, or hazards to the personnel of Inverness or which inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal.

Prohibited sewage shall include such quantity of clear water introduced into a public sewer which would interfere with Inverness's volume capacity or with the biological process necessary for proper treatment or which would violate any regulation or law of the United States, the State of Colorado or any other governmental agency having jurisdiction over the property.

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 the responsibility of the General Manager and shall follow recommended procedures of the Colorado State Department of Health, and, subject to approval of the Board, shall be final and binding.

Any customer discharging nondomestic sewage into the public sewer shall install at Customer's expense 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.

Each Customer shall at the Customer's expense, when required by the District in its sole discretion, install grease or sand interceptors sufficient to provide for the proper handling of liquid wastes containing excessive grease, excessive sand or other harmful ingredients. The failure to properly install and maintain such interceptors may result in the discontinuance of service and the imposition of the penalties set forth in Exhibit A.

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 and Requirements established pursuant to the Clean Water Act. No Industrial User shall discharge or cause to be discharged or increase the discharge or change the nature of the discharge into the public sewer in any area served by Inverness where such discharge does not meet applicable Pretreatment Standards and Requirements or where such discharge would cause Inverness to violate its CDPS or NPDES Permit or which would require treatment other than the standard disposal techniques now used by the District for sludge and effluent.

Section 7.8 Compliance.

To assure compliance with Section 7.7, all Significant Industrial Users shall, prior to connecting into the sanitary sewer in any area served by Inverness shall be issued an Industrial Wastewater Discharge Permit by Inverness. Any Industrial User who is not classified as a Significant Industrial User 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.

The form of the Industrial Wastewater Discharge Permit attached to these Rules and Regulations as Exhibit B is approved, adopted, implemented and made enforceable as part of these Rules and Regulations. 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 Inverness to violate the CDPS and NPDES permit nor which would require treatment other than the standard disposal techniques now used by the District for sludge and effluent.
- B. That the Permittee shall comply with applicable Pretreatment Standards and requirements. The National Pretreatment Standards prohibit the discharge into the POTW of the following pollutants:
 1. The Prohibitive Discharge Standards:
 - a. Fats, wax, grease, or oils of petroleum origin, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between 32 degrees F (0 degrees C) and 140 degrees F (60 degrees C); or

- b. Containing any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids or gasses; and in no case pollutants with a closed cup flashpoint of less than one hundred forty (140) degrees Fahrenheit (60°C), using the test method specified in 40 CFR 261.21; or
- c. Heat in amounts which will inhibit biological activity in the wastewater facilities resulting in interference but in no case heat in such quantities that the temperature at the connection to the POTW or any portion thereof exceeds 40°C (104°F); or
- d. Any ashes, hair, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch, manure, or any other solids capable or viscous substances capable of causing obstructions or other interferences with proper operation of the POTW; or
- e. Having a pH lower than 5.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazards to structures, equipment or personnel of the POTW; or
- f. Containing toxic or poisonous substances in sufficient quantity to injure or interfere with any wastewater treatment process, to constitute hazards to humans or animals, or to create any hazard in waters which receive treated effluent from the sewer system treatment plant; or
- g. Containing noxious or malodorous gases or substances capable of creating a public nuisance; including pollutants which result in the presence of toxic gases, vapors, or fumes; or
- h. Containing any substance which would cause the treatment plant to be in noncompliance with sludge use, recycle or disposal criteria pursuant to guidelines or regulations developed under section 405 of the Federal Act, the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or other regulations or criteria for sludge management and disposal as required by the State; or
- i. Containing any radioactive wastes or isotopes; or
- j. Any pollutant, including oxygen demanding pollutants (BOD etc.) at flow rate and/or concentration which will cause the pollutant to pass through to the receiving waters or interfere with the Inverness Water and Sanitation District wastewater treatment facility.
- k. Any trucked or hauled pollutants, except at discharge points designated by Inverness.

2. The Local Limits, adopted by Inverness are attached to and incorporated in these Rules and Regulations as Exhibit D, as they may be revised from time to time to protect the POTW and any portion thereof from passthrough, interference and sludge contamination.

3. The National Categorical Pretreatment Standards of the Environmental Protection Agency (40 C.F.R. 403.6 and 405) are fully applicable and enforceable by these Rules and Regulations to all Industrial Users.

4. In addition, all federally-promulgated listings of Toxic Pollutants and any other discharge standards which Inverness deems appropriate to protect its wastewater facilities shall be included in the Pretreatment Standards and Requirements.

- 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.
- D. Install at its expense monitoring devices to allow sampling of the Permittee's wastewater and submit all notices and self-monitoring reports to Inverness as are required and necessary to assess and assure compliance.
- E. That the Permittee shall pay a fee sufficient to enable Inverness 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. That a representative of Inverness 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. That the permittee may be required to discharge, whether or not such discharge includes pollutants, at certain rates and at certain times as the District may require to protect the POTW or allow the POTW to operate within regulated limits.
- H. Inverness shall have the authority to disconnect the Permittee's system from Inverness's system, 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.

- I. Other provisions as may be required by Inverness, by 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.

- J. Inverness 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 SUI during the same twelve (12) months.

ARTICLE VIII

Violations, Penalties and Complaints

Section 8.1 Notice of Violations.

When Inverness 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 of appeal and providing a reasonable time limit to correct the violation. Written notice shall be served by delivery to the person or Customer reasonably believed to be the violator, by the method set forth in the Colorado Rules of Civil Procedure, Rule 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 VI.

Any person or customer shall pay a penalty equal to five times the normal rate for all water used in violation of Article 6.2 for the time period during which the violation occurred. If the amount of water used cannot be actually determined the District Manager shall determine the amount used, subject to appeal by the Customer to the Board.

Any person or Customer who violates Section 6.3 shall receive a notice from the General Manager which shall contain a time period in which the Customer shall comply with the schedule. If, after the time period, the Customer is still in violation, the sum of \$300.00 per day for each day of noncompliance will be added to the water bill.

Section 8.3 Violations and Penalties of Article VII.

A. Penalties

Any person or customer who violates any provisions of Article VII, or any Industrial User who violates any provisions of Article VII or of its Permit, shall be notified and assessed a penalty. The amount of the penalty shall be determined by the General Manager as follows:

1. In the event of a first violation, the penalty shall be one thousand dollars (\$1,000) or an amount equal to three (3) times the actual expenses incurred by Inverness, directly or indirectly, as a result of the violation whichever is greater. The amount of the expenses shall include:

- a. The costs of repair or replacement, or both, of the facilities of Inverness; and,
 - b. The amount of any penalty imposed on Inverness by any other governmental entity; and,
 - c. The amount expended by Inverness for equipment, employee compensation and payments to independent contractors (including attorneys' fees) to determine the existence and locate the source of or to correct or terminate the violation; and,
 - d. Any other incidental expenses related to the violation, including a surcharge to reimburse Inverness any cost incurred in reconnecting service.
2. In the event of a continuing violation or a second violation within six (6) months of the first, the General Manager shall assess the penalty set forth in Subsection A hereof and may assess an additional penalty whose purpose is to deprive the violator of any economic benefit realized by the failure, refusal, or delay in complying with the requirements set forth in Article VII or in the violator's Permit, where applicable. Said additional penalty shall include:
- a. The capital costs the violator would have had to incur for compliance and debt service thereof over a normal amortization period of not longer than ten (10) years; plus
 - b. Any operation or maintenance costs foregone as a result of noncompliance; plus
 - c. The amount of any additional financial benefit accruing to the violator due to the lack of or delay in compliance.
 - d. The amount of any expenditure made by the violator subsequent to the first notice for the purpose of bringing the source into, and maintaining compliance with, the Permit, where applicable, or Article VII of these Rules and Regulations, may be deducted from the additional penalty.
 - e. In determining the amount of the penalty provided for in this Subsection 2, the General Manager may inquire of Inverness employees and consultants, the violator, suppliers of sewage treatment equipment, Industrial Users and any other person(s) whose estimates or opinions as to the amounts specified in subsections a, b, c and d may be deemed credible.

3. A continuing violation shall be treated as a separate violation for each day during which it continues, and penalties therefor may be assessed in accordance with Subsections 1 and 2 hereof for each such violation.
4. The penalties provided for in this Section shall be cumulative and in addition to any other remedies Inverness may have, including termination of service, injunctive relief or any other legal or equitable remedy available.
5. The General Manager and any person or Arbitrator assessing or reviewing any penalty may reduce the penalty assessed upon the request of the violator where a determination is made that one or more of the following factors applies, provided however; that any violation of any Permit shall be governed by the terms of the Permit.
 - a. The violation was temporary and inadvertent, was caused by factors beyond the violator's reasonable control, and the violator has taken steps which render its reoccurrence unlikely;
 - b. The violator reasonably believed that the discharge was not in violation of these Rules and Regulations;
 - c. The violation did not cause or threaten harm to any person, to the environment or to the POTW;
 - d. The violator cooperated fully with Inverness in the investigation of the violation and in the correction of the cause of the violation;
 - e. The violator was fined or penalized by another governmental entity for the same occurrence;
 - f. The violation was inconsequential in nature and duration; or
 - g. Notwithstanding any other provisions of this Section, no penalty shall be reduced below the amount necessary to reimburse Inverness for all costs associated with the violation as those costs are determined pursuant to Subsection 1 of this Section.

B. Determination of Violation Type

1. The General Manager shall determine the level of violation. Violations shall be classified as "Significant" or "Non-Significant". The following shall be deemed significant violations:

- a. Violations of wastewater discharge limits:
 - i. A violation that remains uncorrected fifteen (15) days after Notice of Noncompliance.
 - ii. A violation that is part of a pattern of noncompliance over a six (6) month period.
 - iii. Any other violation(s) of an effluent limit (average or daily maximum) that the General Manager believes has caused, alone or in combination with other discharges, interference or passthrough, or has endangered the health of any person.
 - iv. Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the District's exercise of its emergency authority to halt or prevent such a discharge.
 - b. Failure to meet, within ninety (90) days after the scheduled date any compliance schedule milestone.
 - c. Failure to provide adequate and complete reports within seven (7) days from the due date.
 - d. Failure to accurately report noncompliance.
 - e. Any failure to comply with a notice of noncompliance or any other violations or groups of violations which the General Manager considers to be significant.
2. All other violations shall be deemed non-significant.

C. Enforcement Procedure

1. Informal Enforcement Action.
 - a. The violator will be contacted and made aware of the violation. At the time of contact, an informational meeting will be scheduled to discuss the violation and necessary remedial action.
 - b. At the informational meeting, the violator will be advised of the nature of the violation and the necessary remedial action required to bring the violator into compliance.

- c. After the informational meeting, the District will issue a Notice of Non-compliance stating necessary remedial action.
2. Formal Enforcement Action.
 - a. Inverness shall establish the amount of the fine, determine the necessary corrective action and issue a Notice of Violation.
 - b. In the event the violator decides to appeal the fine or corrective action required, the violator shall deliver a written Notice of Appeal, together with the cost bond required by subparagraph e, within five (5) days of the date of delivery of the Notice of Violation.
 - c. Within five (5) days of receipt by Inverness of the Notice of Appeal, Inverness shall deliver to the violator a list of five acceptable arbitrators and the violator may select one of the five within five (5) days of delivery of the list. In the event the violator fails to select an arbitrator, Inverness shall select one of the five. If violator desires, he may designate a second arbitrator within five (5) days and the two arbitrators shall select a third within the next five (5) days.
 - d. Arbitration Hearing
 - i. Hearing shall be conducted according to the Uniform Arbitration Act.
 - ii. The arbitrator(s) shall apply the Clean Water Act, 33 USC 1251 et seq and the Colorado Water Quality Control Act CRS 1973, 25-8-101 et seq and the Rules and Regulations of the EPA, CDOH and Inverness, as they are amended from time to time.
 - iii. Except for good cause shown, the hearing shall be held no sooner than forty five (45) days nor more than sixty (60) days following the selection of the arbitrator(s). Failure to hold the hearing within these time limits shall not be jurisdictional.
 - iv. The arbitrator(s) shall issue their decision within fifteen (15) days of the conclusion of the hearing.
 - e. The fees of the arbitrator(s) and the costs of the arbitration shall be shared equally by the parties and the violator shall deposit a cost bond with the Notice of Appeal in the amount of five hundred dollars (\$500.00) to assure payment of the

arbitrator(s) and the cost of the arbitration hearing. Failure to post the cost bond with the Notice of Appeal shall be deemed a waiver of the right to appeal.

- f. Any appeal from the decision of the arbitrator(s) shall be taken within fifteen (15) days from the date of the decision.

Section 8.4 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. The notice shall be mailed by first-class mail advising that a proper device must be installed within ten (10) days after receipt of the notice and shall state that after the ten days the penalty will be imposed and service will be disconnected. All Customers who receive a notice of suspension may appeal as set forth in Section 8.8. If an approved device is not installed, a penalty of \$300.00 per day will be imposed and assessed on the Customer's water bill until the proper device is installed and the District has inspected the work and service will be suspended five days later.

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

Section 8.5 Suspension of Service for Nonpayment.

In order to provide an equitable system for payment of charges, rates, fees, tolls, or penalties, the following critical dates have been established.

BILLING DATE: The 15th day of the month following the meter reading.

DUE DATE: The 1st day of the month following the billing date.

PENALTY DATE: The 15th day of the month following the billing date.

SHUT-OFF: The date set forth in the Notice of Shut-Off.

When payments for service are not received by the penalty date, a penalty of 4% of the amount due will be added to the bill.

Payments not received by the Penalty date will be considered delinquent and a Notice of Shut-Off will be mailed. Owners or Customers who receive a Notice of Shut-Off may appeal as set forth in Section 8.9.

Upon receipt of a Notice of Shut-Off, payment for service, penalties, charges, rates, fees, and tolls must be paid by the date in the Notice. If payment is not received, an additional penalty will be assessed.

Prior to reinstatement of service, arrangements satisfactory, to the District, including but not limited to the posting of a deposit, shall be made for the payment of all fees, rates, tolls, penalties or charges due or future fees and charges.

Section 8.6 Suspension and Disconnection of Service.

For violation of any portion of Inverness's Rules and Regulations or the terms and conditions of an Industrial Wastewater Discharge Permit, Inverness may suspend or disconnect service.

Section 8.7 Informal Resolution.

Any Customer, upon receipt of a notice of violation or penalty 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, appeal the decision to the Board.

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 8.8 Suspension Hearing

Except as provided in the Discharge Permit or in an emergency situation, any Customer who has received Notice of Shut-Off may receive a formal hearing prior to Shut-Off 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 ten (10) 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 District, 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 District 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 District. 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 Board.

Section 8.9 Appeal to the Board

Any 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 Board 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 Board a summary of the proceedings. The Customer may present evidence to the Board at the meeting where the appeal is being considered. The Board shall then consider all evidence submitted to it by the General Manager, the Customer, and any other witnesses who may be called. The Board shall have the right to reasonably limit the time and manner of any presentation hereunder. Within fifteen (15) days after the Board hears and considers the appeal, the Board 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 8.10 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 8.11 Penalties Not Exclusive

The penalties set forth in this article are not exclusive and the District 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 8.12 Customer Complaints

Any Customer having any complaint with respect to the conduct or action of any employee of the District 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:

- A. 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 District, the General Manager shall initiate appropriate corrective action and shall promptly report such action to the complainant.
- B. The complainant can appeal the General Manager's decision to the Board. The decision of the Board or its representative will be given in writing to the Customer within thirty (30) days after the receipt of the appeal by the Board. 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 8.13 Billing-Related Complaints

Any Customer having a billing complaint shall contact the General Manager in person, by phone or by letter. The General Manager 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.

ARTICLE IX

Fees and Charges

Section 9.1 Establishment of Rates and Charges

Rates and charges to be collected and the terms, provisions and conditions to be effective, with respect to rates and charges for water and sanitary sewer service provided by the District to Customers of the District, shall be as fixed and established by the Board from time to time as set forth in Exhibit A hereof. 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 District pursuant to any law or regulations.

Section 9.2 Perpetual Lien

Until paid, all fees, rates, tolls, penalties, or charges due in accordance with these Rules and Regulations or any Discharge Permit 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 9.3 Joint Liability

The District 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 District. 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 District shall be of no force and effect upon the District and the District may collect its rates, tolls, fees, charges and penalties from any party responsible for their payment.

Section 9.4 Change of Rates and Charges

The Board reserves the right to change the schedule of water and sanitary sewer service rates and charges and other fees at any time.

Section 9.5 Tap Fees and Development Fees

Tap fees and Development 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 resolution of the Board.

Section 9.6 Inspection Fees

Inspection of facilities for water and sanitary sewer service are performed by the District. 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 9.7 Hydrant Permit Fee

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

Section 9.8 Disconnection and Reinstatement Charge

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

Section 9.9 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 Board.

Section 9.10 Special Situations

Wherever any service is required which is not covered by the schedule of charges, established from time to time by the Board and published as Exhibit A to these Rules and Regulations, the District Manager shall estimate the actual cost to the District (including reasonable administration costs) of the required service. The service shall be provided only after the District 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 9.11 Security Deposit

The District 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 8.12. 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 9.12 Billing

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

Section 9.13 Metering

For the purpose of computing user charges, each meter on the Owner's or Customer's premises will be considered separately and readings of two or more meters will not be combined as equivalent to measurement through one meter.

Section 9.14 Meter Reading

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 the District. The meter reader need not be admitted to any premises unless he or she, if requested, displays the identification card to the Customer.

Section 9.15 Payment for Service

Bills for water and sanitary sewer service shall be payable upon receipt of the statement and delinquent on the delinquent date as described in Section 8.5.

Section 9.16 Returned Check Fee

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

Section 9.17 Unmetered Service Fee

The District 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.

INVERNESS WATER AND SANITATION DISTRICT
INDUSTRIAL WASTEWATER DISCHARGE PERMIT

Permit No. _____

Name:

Address:

Location of Discharge:

This permit is granted by Inverness Water and Sanitation District (The District).

In compliance with the provisions of the Federal Water Pollution Control Act, the Colorado Water Quality Control Act, Article VII of the Inverness Water and Sanitation District Rules and Regulations, _____ is hereby authorized to discharge from its facility located at _____, Englewood, Colorado 80__ to the Publicly Owned Treatment Works of the Inverness Water and Sanitation District (POTW) in accordance with effluent limitations, monitoring requirements and other conditions set forth herein. Compliance with this permit does not relieve the permittee of its obligation to comply with any or all applicable pretreatment regulations, standards or requirements under local, State, and Federal laws, including any such regulations, standards, requirements, or laws that may become effective during the term of this permit.

Non-compliance with any term or condition of this permit shall constitute a violation of the Inverness Water and Sanitation District rules and regulations and shall subject the permittee to fines, legal action, and/or service termination.

This permit and the authorization to discharge shall expire at 12:00 midnight on _____, 199__, unless sooner revoked, suspended, or modified.

If permittee wishes to continue to discharge after the expiration date of this permit, an application must be filed for a renewal permit in accordance with the requirements of the rules and regulations of Inverness Water and Sanitation District, a minimum of 90 days prior to the expiration date.

By: _____
General Manager

Issued this _____ day of _____, 199__.

PART 1 - EFFLUENT LIMITATIONS

- A. During the term of this permit, the permittee is authorized to discharge process wastewater to the POTW from the outfalls listed below.

Description of outfalls:

<u>Outfall</u>	<u>Descriptions</u>
001	
002	

- B. During the period of _____ to _____ the discharge from outfall 001 shall not exceed the following effluent limitations. Effluent from this outfall consists of:

EFFLUENT LIMITATIONS

<u>Parameter</u>	<u>Daily maximum (mg/l)</u>	<u>Monthly average (mg/l)</u>
--	-- (gpd)	-- (gpd)
--	--	--
--	--	--
--	--	--
--	--	--
--	--	--
--	--	--
--	--	--
--	--	--

- C. During the term of this permit the effluent from outfall ___ shall be of _____ wastewater only and shall comply with the rules and regulations of the District.
- D. The permittee shall not discharge wastewater containing any of the following substances from any of the outfalls:

1. Fats, wax, grease, or oils of petroleum origin, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between 32 degrees F (0 degrees C) and 140 degrees F (60 degrees C);
2. Containing any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids or gases; and in no case pollutants with a closed cup flashpoint of less than one hundred forty (140) degrees Fahrenheit (60°C), using the test method specified in 40 CFR 261.21 or pollutants which cause an exceed of 10 percent of the Lower Explosive Limit (LEL) at any point within the POTW; or
3. Heat in amounts which will inhibit biological activity in the wastewater facilities resulting in interference but in no case heat in such quantities that the temperature at the connection to the POTW or any portion thereof exceeds 40°C (104°F); or
4. Any ashes, hair, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch, manure, or any other solids, capable or viscous substances capable of causing obstructions or other interferences with proper operation of the POTW; or
5. Having a pH lower than 5.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazards to structures, equipment or personnel of the POTW; or
6. Containing toxic or poisonous substances in sufficient quantity to injure or interfere with any wastewater treatment process, to constitute hazards to humans or animals, or to create any hazard in waters which receive treated effluent from the sewer system treatment plant.
7. Containing noxious or malodorous gases or substances capable of creating a public nuisance; including pollutants which result in the presence of toxic gases, vapors, or fumes;
8. Containing any substance which would cause the treatment plant to be in noncompliance with sludge use, recycle or disposal criteria pursuant to guidelines or regulations developed under section 405 of the Federal Act, the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or other regulations or criteria for sludge management and disposal as required by the State;

9. Containing any radioactive wastes or isotopes;
 10. Any pollutant, including oxygen demanding pollutants (BOD etc.) at flow rate and/or concentration which will cause the pollutant to pass through to the receiving waters or interfere with the Inverness Water and Sanitation District wastewater treatment facility;
 11. Any trucked or hauled pollutants, except at discharge points designated by Inverness.
- E. All discharges shall comply with all other applicable laws, regulations, standards, and requirements contained in the rules and regulations of the District and any applicable State and Federal pretreatment laws, regulations, standards, and requirements including any such laws, regulations, standards, or requirements that may become effective during the term of this permit.

PART 2 - MONITORING REQUIREMENTS

- A. From the period beginning on the effective date of the permit until _____, the permittee shall monitor outfall number _____ for the following parameters, at the indicated frequency:

SELF MONITORING REQUIREMENTS

<u>Parameter</u>	<u>Frequency</u>	<u>Type</u>
	1/90 days	Composite
	1/90 days	Grab
	1/180 days	Grab

The initial sample shall be taken within 15 days of the effective date of this permit.

Definitions

- a) "Grab Sample" shall mean a sample which is taken from a waste stream on a one time basis with no regard to the flow or time.
- b) "Composite Sample" shall mean a representative flow proportioned sample collected within a twenty-four (24) hour period composed of a minimum of six (6) individual samples collected at equally spaced intervals and combined according to flow.
- B. All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR Part 136 and amendments thereto unless specified otherwise in the monitoring conditions of this permit.

PART 3 - REPORTING REQUIREMENTS

A. Monitoring Reports

Monitoring results obtained shall be summarized and reported on a Discharge Monitoring Report Form. The reports shall be filed with Inverness within 30 days of the date the sample is taken. The report shall indicate the nature and concentration of all pollutants in the effluent for which sampling and analyses were performed during the calendar month preceding the submission of each report including measured maximum and average daily flows.

- B. If the permittee monitors any pollutant more frequently than required by this permit, using test procedures prescribed in 40 CFR Part 136 or amendments thereto, or otherwise approved by EPA or as specified in this permit, the results of such monitoring shall be included in any calculations of actual daily maximum or monthly average pollutant discharge and results shall be reported in the monthly report submitted to the Inverness Water and Sanitation District. Such increased monitoring frequency shall also be indicated in the monthly report.

C. Automatic Resampling

If the results of the permittee's wastewater analysis indicates that a violation of this permit has occurred, the permittee must:

1. Inform the Inverness Water and Sanitation District of the violation within 24 hours; and
2. Repeat the sampling and pollutant analysis and submit, in writing, the results of this second analysis within 30 days of the first violation.

D. Accidental Discharge Reports

1. The permittee shall notify Inverness Water and Sanitation District immediately upon the occurrence of an accidental discharge of substances prohibited by this permit, any upsets, slug loads, or spills that may enter the public sewer. Inverness Water and Sanitation District should be notified by telephone at 790-7434. The notification shall include location of discharge, date and time thereof, type of waste, including concentration and volume, and corrective actions taken. The permittee's notification of accidental releases in accordance with this section does not relieve it of other reporting requirements that arise under local, State, or Federal laws.

Within five days following an accidental discharge, the permittee shall submit to the Inverness Water and Sanitation District a detailed written report. The report shall specify:

- a. Description of any accidental upset, slug load spill, or accidental discharge, the cause thereof, and the impact on the permittee's compliance status. The description should also include location of discharge, type, concentration and volume of waste.
- b. Duration of noncompliance, including exact dates and times of noncompliance and, if the noncompliance is continuing, the time by which compliance is reasonably expected to occur.
- c. All steps taken or to be taken to reduce, eliminate, and/or prevent recurrence of such an upset, slug load spill, or other conditions of noncompliance.

- E. All reports required by this permit shall be submitted to the Inverness Water and Sanitation District at the following address:

Inverness Water and Sanitation District
2 Inverness Drive East
Englewood, CO 80112

PART 4 - SPECIAL CONDITIONS

SECTION 1 - ADDITIONAL/SPECIAL MONITORING REQUIREMENTS

PART 5 - STANDARD CONDITIONS

SECTION A.

GENERAL CONDITIONS AND DEFINITIONS

1. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

2. Duty to Comply

The permittee must comply with all conditions of this permit. Failure to comply with the requirements of this permit may be grounds for administrative action, or enforcement proceedings including civil or criminal penalties, injunctive relief, and summary abatements.

3. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or correct any adverse impact to the POTW or the environment resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

4. Permit Modification

This permit may be modified for good causes including, but not limited to, the following:

- a. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements.
- b. Material or substantial alterations or additions to the discharger's operation, processes, or discharge volume or character which were not considered in drafting the effective permit.
- c. A change in any condition in either the industrial user or the POTW that requires either a temporary or permanent reduction or elimination of any authorized discharge.

- d. Information indicating that any permitted discharge poses a threat to collection and treatment systems of the District, POTW personnel or the receiving waters.
- e. Violation of any terms or conditions of the permit.
- f. Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required reporting.
- g. Revision of or a grant of variance from such categorical standards pursuant to 40 CFR 403.13.
- h. To correct typographical or other errors in the permit.
- i. To reflect transfer of the facility ownership and/or operation to a new owner/operator.
- j. Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

5. Permit Termination

This permit may be terminated for the following reasons:

- a. Falsifying self-monitoring reports
- b. Tampering with monitoring equipment
- c. Refusing to allow access to the facility premises and records
- d. Failure to meet effluent limitations
- e. Failure to pay fines
- f. Failure to pay sewer charges
- g. Failure to meet compliance schedules.
- h. Failure to comply with any of the rules and regulations of the District.

6. Permit Appeals

The permittee may petition pursuant to Article VIII of the Rules and Regulations to the terms of this permit within ten (10) days of permit issuance.

This petition must be in writing; failure to submit a petition for review shall be deemed to be a waiver of any objections to the permit. In its petition, the permittee must indicate the permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to be placed in the permit.

The effectiveness of this permit shall not be stayed pending a reconsideration.

7. Property Rights

This permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any violation of Federal, State, or local laws or regulations.

8. Limitation on Permit Transfer

Permits may be reassigned or transferred to a new owner or operator only with prior approval of the General Manager subject to the following;

- a. The permittee must give at least thirty (30) days advance notice to the General Manager
- b. The notice must include a written certification by the new owner which:
 - (i) States that the new owner has no immediate intent to change the facilities operations and processes
 - (ii) Identifies the specific date on which the transfer is to occur
 - (iii) Acknowledges that the new owner has read the permit, understands the terms and conditions, and will fully comply with the existing permit.

9. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must submit an application for a new permit at least 90 days before the expiration date of this permit.

10. Continuation of Expired Permits

An expired permit will continue to be effective and enforceable until the permit is reissued only if:

- a. The permittee has submitted a complete permit application at least ninety (90) days prior to the expiration date of the user's existing permit.
- b. The failure to reissue the permit, prior to expiration of the previous permit, is not due to any act or failure to act on the part of the permittee.

11. Dilution

The permittee shall not increase the use of potable or process water or, in any way, attempt to dilute an effluent as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit.

12. Definitions

- a. Daily Maximum - The maximum allowable discharge of pollutant during a calendar day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.
- b. Composite Sample - A sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. The sample may be composited either as a time composite sample: composed of discrete sample aliquots collected in one container at constant time intervals providing representative samples irrespective of stream flow; or as a flow proportional composite sample: collected either as a constant sample volume at time intervals proportional to stream flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots.
- c. Grab Sample - An individual sample collected in less than 15 minutes, without regard for flow or time.
- d. Instantaneous Maximum Concentration - The maximum concentration allowed in any single grab sample.
- e. Cooling Water -

- (1) **Uncontaminated:** Water used for cooling purposes only which has no direct contact with any raw material, intermediate, or final product and which does not contain a level of contaminants detectably higher than that of the intake water.
 - (2) **Contaminated:** Water used for cooling purposes only which may become contaminated either through the use of water treatment chemicals used for corrosion inhibitors or biocides, or by direct contact with process materials and/or wastewater.
- f. **Monthly Average** - The arithmetic mean of the values for effluent samples collected during a calendar month or specified 30 day period (as opposed to a rolling 30 day window).
 - g. **Weekly Average** - The arithmetic mean of the value(s) for effluent samples collected during a specified period of seven consecutive days.
 - h. **Bi-Weekly** - Once every other week.
 - i. **Bi-Monthly** - Once every other month.
 - j. **Upset** - Means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee, excluding such factors as operational error, improperly designed or inadequate treatment facilities, or improper operation and maintenance or lack thereof.
 - k. **Bypass** - Means the intentional diversion of wastes from any portion of a treatment facility.

13. **Compliance with Applicable Pretreatment Standards and Requirements**

Compliance with this permit does not relieve the permittee from its obligations regarding compliance with any and all applicable local, State and Federal pretreatment standards and requirements including any such standards or requirements that may become effective during the term of this permit.

SECTION B.

OPERATION AND MAINTENANCE OF POLLUTION CONTROLS

1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes but is not limited to: effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

2. Duty to Halt or Reduce Activity

Upon reduction of efficiency of operation, or loss or failure of all or part of the treatment facility, the permittee shall, to the extent necessary to maintain compliance with its permit, control its production or discharges (or both) until operation of the treatment facility is restored or an alternative method of treatment is provided. This requirement applies, for example, when the primary source of power of the treatment facility fails or is reduced. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

3. Bypass of Treatment Facilities

- a. Bypass is prohibited unless it is unavoidable to prevent loss of life, personal injury, or severe property damage or no feasible alternatives exist.
- b. The permittee may allow bypass to occur which does not cause effluent limitations to be exceeded, but only if it is also for essential maintenance to assure efficient operation.
- c. Notification of bypass:
 - 1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior written notice, at least ten days before the date of the bypass, to the District.
 - 2) Unanticipated bypass. The permittee shall immediately notify the Inverness Water and

Sanitation District and submit a written notice to the District within 5 days. This report shall specify:

- (i) A description of the bypass, and its cause, including its duration;
- (ii) Whether the bypass has been corrected; and
- (iii) The steps being taken or to be taken to reduce, eliminate and prevent a reoccurrence of the bypass.

4. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be disposed of in accordance with section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act.

SECTION C.

MONITORING AND RECORDS

1. Representative Sampling

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring points specified in this permit and, unless otherwise specified, before the effluent joins or is diluted by any other waste stream, body of water or substance. All equipment used for sampling and analysis must be routinely calibrated, inspected and maintained to ensure their accuracy. Monitoring points shall not be changed without notification to and the approval of Inverness Water and Sanitation District.

2. Flow Measurements

If flow measurement is required by this permit, the appropriate flow measurement devices and methods consistent with approved scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements are consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than 10 percent from true discharge rates throughout the range of expected discharge volumes.

3. Inspection and Entry

The permittee shall allow the Inverness Water and Sanitation District, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

- a. Enter at any time upon the permittee's premises at any time where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- c. Inspect at any time any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit;

- d. Sample or monitor, for the purposes of assuring permit compliance, any substances or parameters at any location and at any time; and
- e. Inspect at any time any production, manufacturing, fabricating, or storage area where pollutants, regulated under the permit, could originate, be stored, or be discharged to the sewer system.

4. Retention of Records

- a. The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least three years from the date of the sample, measurement, report or application.

This period may be extended by the Inverness Water and Sanitation District at any time.

- b. All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the District shall be retained and preserved by the permittee until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

5. Record Contents

Records of sampling and analyses shall include:

- a. The date, exact place, time, and methods of sampling or measurements, and sample preservation techniques or procedures;
- b. Who performed the sampling or measurements;
- c. The date(s) analyses were performed;
- d. Who performed the analyses;
- e. The analytical techniques or methods used; and
- f. The results of such analyses.

6. Falsifying Information

Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, is a crime and may result in the imposition of criminal sanctions and/or civil penalties.

SECTION D.

ADDITIONAL REPORTING REQUIREMENTS

1. Planned Changes

The permittee shall give reasonable notice to the District of any facility expansion, production increase, or process modifications which results in new or increased discharges or a change in the nature of the discharge. Such notice shall be provided to allow Inverness adequate time to review such plans and shall be given no less than 90 days prior to the anticipated change in discharge.

2. Anticipated Noncompliance

The permittee shall give reasonable advance notice to the District of any planned activity which may result in noncompliance with permit requirements.

3. Duty to Provide Information

The permittee shall furnish to the District within 7 days any information which the District may request to allow the District to evaluate permittees compliance with this permit. The permittee shall also, upon request, furnish to the District, within 7 days, copies of any records required to be kept by this permit.

4. Signatory Requirements

All applications, reports, or information submitted to the District must contain the following certification statement and be signed as required in Sections (a), (b), (c) or (d) below:

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

a. By a responsible corporate officer, if the Industrial User submitting the reports is a corporation. For the purpose of this paragraph, a responsible corporate officer means:

(i) a president, secretary, treasurer, or vice-president of the corporation in charge of a

principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or;

- (ii) the manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million, if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- b. By a general partner or proprietor if the Industrial User submitting the reports is a partnership or sole proprietorship.
 - c. The principal executive officer or director having responsibility for the overall operation of the discharging facility if the Industrial User submitting the reports is a Federal, State, or local governmental entity.
 - d. By a duly authorized representative of the individual designated in paragraph (a), (b), or (c) of this section if:
 - (i) the authorization is made in writing by the individual described in paragraph (a), (b), or (c);
 - (ii) the authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the Industrial Discharge originates, such as the position of plant manager, operator of a well, or a well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and
 - (iii) the written authorization is submitted to the District.
 - e. If an authorization under paragraph (d) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for the environmental matters for the company, a new authorization satisfying the requirements of paragraph (d) of this section must be submitted to the District prior to or together with any reports to be signed by an authorized representative.

5. Annual Publication

A list of all industrial users which were subject to enforcement proceedings during the twelve (12) previous months will be annually published by the Inverness Water and Sanitation District in the largest daily newspaper within its service area. Accordingly, the permittee is apprised that noncompliance with this permit may lead to an enforcement action and may result in publication of its name in an appropriate newspaper in accordance with this section.

6. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil and/or criminal penalties for noncompliance under local, State or Federal laws or regulations.

7. Penalties for Violations of Permit Conditions

Section 8.3 of the Inverness Water and Sanitation District Rules and Regulations provides that any person who violates a permit condition is subject to a civil penalty of at least \$1,000.00 per day of such violation. The permittee may also be subject to criminal and/or civil sanctions under State and/or Federal law.

8. Recovery of Costs Incurred

In addition to civil and criminal liability, the permittee violating any of the provisions of this permit or Section 8 of the Rules and Regulations or causing damage to or otherwise inhibiting the District's wastewater disposal system shall be liable to the District for any expense, loss, or damage caused by such violation or discharge. The District shall bill the permittee for the costs incurred by the District for any cleaning, repair, or replacement work caused by the violation or discharge. Refusal to pay the assessed costs shall constitute a separate violation of Section 8 of the Rules and Regulations.

9. Fees and Charges

The permittee shall pay an annual fee to the District as set forth on Exhibit A to these Rules and Regulations to defray the cost of IPP program implementation. This fee is subject to annual review and modification by the District based on actual cost to the District.