

DOMINION WATER & SANITATION DISTRICT
RULES AND REGULATIONS

ADOPTED DECEMBER 2018

Updated January 2020

DOMINION WATER & SANITATION DISTRICT
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SECTION I GENERAL

Section 1.1 Enactment

These Rules and Regulations are adopted by the Dominion Water & Sanitation District in accordance with the authority contained in Title 32, Article I, Part 10, C.R.S., as may be amended.

Section 1.2 Relationship of Dominion and Retail Provider

Dominion is a provider of Wholesale Water Services, Wholesale Wastewater Services, and Wholesale Stormwater Services. Dominion does not provide service to End Users and hereby expressly disclaims any responsibility to oversee the activities of any End User as contemplated in these Rules and Regulations and in the Rules and Regulations of any Retail Provider. The Retail Provider shall enforce requirements of End Users as established herein in cooperation with Dominion. Notwithstanding the foregoing, Dominion maintains overall authority to implement fully and completely the wastewater pretreatment program.

Section 1.3 Availability of Service

Wholesale Water Services, Wholesale Wastewater Services and Wholesale Stormwater Services 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 and capacity of Wholesale Facilities.

Section 1.4 Service Agreements

Dominion provides Wholesale Water Services, Wholesale Stormwater Services and Wholesale Wastewater Services to Retail Providers pursuant to the Current Service Agreements. All Retail Providers shall comply with the Rules and Regulations unless there are provisions in that Retail Provider's Service Agreement that specifically sets forth the intention of Dominion to agree to the terms of such Service Agreement superseding the Rules and Regulations.

Section 1.5 More Restrictive Rules and Regulations

Notwithstanding any other provision of these Rules and Regulations, to the extent Dominion adopts any more restrictive terms or conditions affecting the subject of these Rules and Regulations, the more restrictive item or condition shall apply. In the event there is a conflict between a Retail Provider Rules and Regulations and these Rules and Regulations, these Rules and Regulations shall apply unless otherwise provided in a Service Agreement.

Section 1.6 Compliance with Plumbing, Building Requirements or Regulations

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

Section 1.7 Amendments

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

Section 1.8 Severability

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

Section 1.9 Control and Operation of Facilities

All Wholesale Facilities shall be under the management of the Utility Director and the control of Dominion; provided however, that management and administration of Dominion facilities may be provided by a Contractor.

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

Section 1.10 Control of Works

If, for any reason, Dominion deems it necessary to delay or stop work on any Retail Facilities to be connected to the Wholesale Facilities, a stop order by the Utility Director shall be issued and delivered to the Retail Provider with oversight of such Retail Facilities. Work shall cease in an orderly manner with proper safety measures and protection for materials, equipment, property, and other phases of the job. Work shall not be resumed until issuance of a proceed order by Dominion. Such decision shall not be the basis of any claim by the Retail Provider or concern for direct, indirect, consequential or other damage by reason of any such action, but may be appealed to the Dominion Board for review.

Section 1.11 Other Charges

Whenever any Retail Provider 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, Dominion may, at its discretion, correct any problem created thereby. In such event, all costs incurred by Dominion shall be charged and paid pursuant to Section VIII thereof.

Except in cases of an emergency, notice shall be given pursuant to Section VIII and the Retail Provider may appeal the necessity for the charge and the amount therefore pursuant to Sections VIII 8.1, 8.2 and 8.3.

Section 1.12 Special Conditions

Any presently installed Retail Facility which does not meet the requirements of these Rules and Regulations or the Technical Specifications, but was in compliance with the Rules and Regulations and Technical Specifications at the time of installation and which has been properly

maintained shall, except for the inspection and maintenance requirements, not be required to be upgraded, so long as the Utility Director is assured that said Retail Facilities will satisfactorily protect the Wholesale Facilities and the public. Whenever the Retail Facilities are moved from their present location or require replacement as determined by the Utility Director or when the Utility Director finds that the device constitutes a hazard to health, the Retail Facilities shall be replaced, by the End User, meeting the then current requirements of the Rules and Regulations and the Technical Specifications.

SECTION II DEFINITIONS

Section 2.1 Definitions

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

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

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

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

“Attachment A” shall mean the Dominion Water & Sanitation District Rules and Regulations Tap Fees and Service Charges Attachment A which contains the current Tap Fees and Service Charges applicable to certain Retail Providers, as adopted and amended by Resolution of Dominion from time to time.

“Authorized or Duly Authorized Representative of the Retail Provider” shall mean a director or highest official appointed or designated to oversee the operation and performance of the activities of the governmental facility, or their designee; provided, however, that such individual may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to Dominion.

“Best Management Practices or BMP’s” shall mean schedules or activities, prohibitions of practices, maintenance procedures, and other management practices to implement the general or specific prohibitions listed in Section 7.09, 7.10 or 7.11 (40 C.F.R. 403.5(a)(1) and (b)). BMP’s also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Industrial Wastewater Discharge Permit” shall mean a Permit allowing the conditional discharge of industrial Wastewater into Dominion’s POTW or POTW connected to Dominion, pursuant to 40 C.F.R. 403 of the Act.

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

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

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

“New Source” shall mean:

A. Any building, structure, facility or installation from which there is or may be a discharge of Pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the Act which will be applicable to such source if such Pretreatment Standards are thereafter promulgated in accordance with that Section, provided that:

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

2. The building, structure, facility or installation totally replaced the process or production equipment that causes the discharge of Pollutants at an existing source; or

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

B. Construction on a site at which an existing source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility or installation meeting the criteria of paragraphs A.1. or A.3. of this definition but otherwise alters, replaces, or adds to existing process or production equipment.

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

1. Begun, or caused to begin as part of a continuous onsite construction program:

a. Any placement, assembly, or installation of facilities or equipment;
or

b. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for this placement, assembly, or installation of new source facilities or equipment; or

2. Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

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

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

“Pass Through” shall mean a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW’s NPDES Permit (including an increase in the magnitude or duration of a violation).

“Permit” shall mean Industrial Wastewater Discharge Permit.

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

“Photographic Processing Facility” shall mean a facility which processes images from silver-sensitized films and papers. This includes, but is not limited to, commercial photographic and film processing facilities, in-house photographic processing facilities, microlabs, printers, X-ray, and other medical/dental/industrial/institutional diagnostic facilities which use silver-based imaging materials the processing of which produces a silver-rich solution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Rules and Regulations” shall mean the Rules and Regulations adopted by Dominion in June of 2015, as amended in December 2016, and as amended in November 2018 and any amendments approved thereafter by Dominion from time to time.

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

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

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

“Service Charges” shall mean the Service Charges to be paid by a Retail Provider as set forth in Attachment A unless otherwise provided in a Service Agreement.

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

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

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

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

- A. An End User of a Retail Provider subject to Categorical Pretreatment Standards;
or
- B. An End User that:
 - 1. Discharges an average of twenty-five thousand (25,000) gpd or more of process Wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);
 - 2. Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW Treatment Plant; or
 - 3. Is designated as such Dominion on the basis that it has a reasonable potential for adversely affecting the POTW’s operation or for violating any Pretreatment Standard or requirement.
- C. Dominion may determine that an Industrial User subject to Categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
 - 1. The Industrial User, prior to Dominion’s finding, has consistently complied with all applicable Categorical Pretreatment Standards and Requirements;
 - 2. The Industrial User annually submits a certification statement as found in 40 C.F.R. 403.3, together with any additional information necessary to support the certification statement; and
 - 3. The Industrial User never discharges any untreated concentrated wastewater.
- D. Upon finding that a user meeting the criteria in paragraph C.2 of this definition has no reasonable potential for adversely affecting the POTW’s operation or for violating any Pretreatment Standard or requirement, Dominion may at any time, on its own initiative or in response to a petition received from an End User, and in accordance with procedures in 40 C.F.R. 403.8 (f)(6), determine that such user should not be considered a Significant Industrial User.

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

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

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

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

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

“**Technical Specifications**” shall mean the Standards and Specifications for Potable Water, Sanitary Sewer and Non-Potable Water as approved November 21, 2017 and amended November 15, 2018 and as further amended from time to time.

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

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

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

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

“**Water Tap Fee**” shall mean the Water Tap Fee in the amount set forth in Attachment A for connection to or access to the Wholesale Water Facilities

“**Wholesale Stormwater Facilities**” shall mean the stormwater facilities more specifically described in Attachment F.

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

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

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

“**Wholesale Water Facilities**” shall mean the water facilities more specifically described in Attachment H.

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

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

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

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

SECTION III APPLICATION FOR SERVICE

Section 3.1 General

Dominion is a provider of Wholesale Water Services, Wholesale Wastewater Services and Wholesale Stormwater Services. Pursuant to Dominion’s Service Plan, Dominion may only serve other governmental entities. In case a governmental entity shall seek Wholesale Services from Dominion (an “**Applicant**”), a written application for service (the “**Application**”) shall be filed with Dominion which shall provide the following information, as applicable to the specific Applicant, with respect to the property for which service is sought:

1. Legal description of the real property for which service is requested (the “**Property**”);
2. The name and jurisdiction of formation of the Applicant;
3. Names of the Board of Directors and authorized agents of the Applicant;
4. The Retail Provider’s service plan as approved by either the county or municipality within which the Property is located, including a map of the service area;
5. Current zoning classification of the Property;
6. Zoning changes for the Property anticipated in the next five (5) years following the original application;
7. Current maps and development plans for the Property;
8. Proposed development plans for the Property; including proposed land use, estimated number and timing of units (single family equivalents), and estimated water demand and/or wastewater flow in five-year increments;

9. Plan with type of land uses within the Applicant's service area on the date of original application and as proposed with any planned changes/buildout plans;
10. A description of the Property, proposed size of the connection, location of the connection to the Wholesale Facilities, and the approximate timeline for making the connection;
11. Plans or preliminary sketches showing the details of the proposed connection to the Dominion water/wastewater system. If final plans are not submitted with the original request, submission and approval of such plans will be required prior to final approval for the connection; and
12. Additional information as requested by the Dominion.

A form of the Application can be obtained from Dominion. A complete Application is to be submitted to Dominion along with an administrative deposit, as discussed in Section 3.7, prior to consideration of Wholesale Services by Dominion. Additional Application requirements for Wholesale Water Service, Wholesale Wastewater Service and Wholesale Stormwater Services are listed in Sections 3.8, 3.9, 3.10, 3.11 respectively.

Section 3.2 Approval of Application

The Applicant requesting the connection shall be totally responsible to Dominion in all matters regarding the request for and the actual construction of the connection. Applicants are advised that the submission of an Application does not assure the Applicant of approval. It is therefore necessary that requests be submitted and approved prior to proceeding with the construction of facilities for which a connection will be required. It is also necessary that ample time be allowed Dominion to review the request. A minimum of forty-five (45) days is required when approval by the Dominion Board is needed, and a minimum of twenty (20) days is required when Utility Director approval is necessary. Approval is valid only when delivered by Dominion to the Applicant in writing.

Service is considered only after: (i) receipt of a proper Application; (ii) Dominion approval of said Application; (iii) payment of all applicable charges and fees; and (iv) compliance with all requirements of Dominion with respect to said service. The conditions of such Application or agreement are binding upon the Applicant and Dominion. Applications are accepted by Dominion with the understanding that Dominion's approval is subject to service availability and other factors as determined by Dominion in its reasonable discretion. Dominion reserves the right to deny an Application for service in whole or in part for any of the reasons specified in Section 3.7.

Section 3.3 Evidence of Retail Provider

Applicants for Wholesale Water Service, Wholesale Wastewater Service, and Wholesale Stormwater Service must provide Dominion with adequate evidence that the Property for which Wholesale Services is sought is included within a governmental entity authorized to receive Wholesale Services pursuant to such governmental entity's service plan or other applicable document(s), which may include inclusion orders or maps of the Applicant's boundaries filed

with the Colorado Division of Local Government or tax certificates reflecting the Applicant as a taxing entity for the Property.

Section 3.4 Contractual Relationships

Dominion provides Wholesale Services to Retail Providers pursuant to contract via a Service Agreement. Each Service Agreement is subject to these Rules and Regulations and all policies of Dominion in existence at the time of connection to the Wholesale Facilities, and as thereafter adopted or amended.

Section 3.5 Retail Provider Customer Classes

Dominion Service Agreements are negotiated and vary based on customer class designation. Dominion customer classes include:

(a) Sterling Ranch CAB – The Sterling Ranch Community Authority Board (the “CAB”), the Retail Provider for End Users within the Sterling Ranch development. The CAB is currently receiving Wholesale Water Services, Wholesale Wastewater Services and Wholesale Stormwater Services from Dominion.

(b) Chatfield Valley Framework Entity (CFE) – a Water Receiving Authority as defined under the Chatfield Valley Water Supply Framework, where the maximum amount of water supply that can be committed to a Water Receiving Authority under one (1) or more Water Supply Agreements is 0.250 acre-feet per year for each Qualifying Home listed as being served by or to be served by that Water Receiving Authority as indicated on the Approved Water Receiving Authority List in the Chatfield Valley Water Supply Framework.

(c) Chatfield Valley Master Meter – a CFE Water Receiving Authority connecting to Dominion with a master meter service agreement independent of the Chatfield Valley Water Supply Framework.

(d) New User Master Meter – a master meter customer within Dominion’s defined service area.

Section 3.6 Levels of Service

A new Retail Provider would be established as one of the above customer classes and request any of the following levels of service:

(a) Master Meter Potable Water Only – Wholesale Water Services provided by a master meter at a mutually agreed upon connection point(s) to the Wholesale Water Facility. Infrastructure required to convey water from the Dominion connection point(s) to the Retail Provider’s system would be at the Retail Provider’s expense. It is assumed commercial fire flow would be included for customers connecting at the Larry D. Moore Treatment Plant, but fire flow would not necessarily be guaranteed at other points of connection to the Dominion system. The Retail Provider owns and is responsible for construction, operation, maintenance, and replacement of its water system. Dominion delivers water to the Retail Provider through one or more master meters and bills the Retail Provider at the established Service Charge. The Retail

Provider, not Dominion, is responsible for reading the meters of its individual customers and for billing its individual customers according to rate schedules established by the Retail Provider.

(b) Master Meter Non-potable Water Only – Dominion may deliver non-potable water to a Retail Provider for irrigation, augmentation, commercial use, or other non-potable purposes. Similar to the Master Meter Potable Water Only level of service, Dominion will deliver non-potable water to the Retail Provider through one or more master meters. Dominion will bill the Retail Provider at the applicable Service Charge.

(c) Master Meter Wastewater Only – Wholesale Wastewater Services provided by a master meter at a mutually agreed upon collection point in the Wholesale Wastewater Facility. The Retail Provider conveys wastewater flows, at their own expense, to an agreed upon location in the Wholesale Wastewater Facility. Dominion bills the Retail Provider at the established Service Charge. The Retail Provider, not Dominion, is responsible for reading the meters of its individual customers and for billing its End Users according to rate schedules established by the Retail Provider.

(d) Master Meter Water and Wastewater - Includes any combination of Wholesale Water Services and Wholesale Wastewater Services as described under 3.6(a), 3.6(b) and 3.6(c).

(e) Public Fire Hydrant Service – Dominion’s Public Fire Hydrant Service shall be provided in special cases for open space or unincorporated areas.

(f) Fire Protection Only – Service provided for fire protection only. Details of the service provided and interconnection standards and provisions customized based on customer system and applicable interconnection standards. Assumes the customer would provide their own conveyance from Dominion storage tank to their system.

(g) Fire Protection and Conveyance – Details of the service provided and interconnection standards and provisions customized based on customer system and applicable interconnection standards. Assumes customer connects to Dominion’s treated water conveyance system for delivery to their own system.

(h) Emergency Interconnection – Service shall only be used in the event of an emergency. An emergency for the purposes of these Rules and Regulations shall be defined as a major fire or any unforeseen system or mechanical failure of the treated water system, or a contamination of treated water supplies, which causes partial or total inability of the system to provide fire protection or municipal service. A shortage of untreated (raw) or treated water available to the system will not be deemed an emergency.

(i) Treated Water Conveyance and Storage – Wheeling water service provided to customers with customer-owned water supply and treatment capabilities to serve customer’s daily demands, including commercial fire protection and emergency standby services as described under Section 3.6(h).

(j) Other – Service requests other than those defined above will be evaluated on a case-by-case basis. Final determination regarding the availability of service will be at the sole discretion of Dominion.

Section 3.7 Service Application Requirements

Wholesale Water Service, Wholesale Wastewater Service and/or Wholesale Stormwater Service to a Retail Provider shall be provided on the same basis as is provided to other properties within the boundaries and service areas of Dominion, except that conditions and requirements upon service may be imposed by Dominion under a Service Agreement, including payment of costs, if any, to expand the Wholesale Wastewater Facilities, Wholesale Water Facilities, and/or Wholesale Stormwater Facilities, to acquire water rights, or any other expenses associated with providing Wholesale Services to the Applicant. Applicants for service shall pay those costs which are set forth in the Dominion Developer Cost Deposit Agreement (the “**Deposit Agreement**”) the form of which can be obtained from Dominion. An executed Deposit Agreement is required at the time the Application is submitted with the amount of the deposit required to be determined by Dominion in its reasonable discretion to be set in an amount to reasonably pay for Dominion’s evaluation of the Application, including, the connection and service availability. The Applicant shall be responsible for all of Dominion’s costs associated with the review of an Application and the deposit may be credited towards the amount due. Applicants for service shall provide all the information required in Section 3.1 hereof and in the form of Application. Terms, conditions, restrictions or limitations in any service agreement may include, but are not limited to:

(a) Requiring the Applicant to provide facilities, including off-site facilities necessary to serve the Applicant; such facilities include, but are not limited to, pipelines, water storage tank(s), backflow preventer(s), air/vac valve(s), pretreatment for non-residential wastewater, etc. subject to approval by Dominion.

(b) Requiring the Applicant to convey and dedicate water rights, water and sewer facilities, and necessary easements and rights of way required by Section 3.12 and Section 3.13.

(c) A statement that the Applicant will, at the appropriate time notify Dominion at least forty-eight (48) hours prior to starting construction so that a Dominion inspector can be present during the construction. (No construction shall begin on or around Dominion facilities until a Dominion inspector is present.)

(d) Such other terms and conditions as may be specifically applicable to the Applicant to be served.

Section 3.8 Request for Wholesale Water Service

Following approval of an Application, an Applicant wishing to make a new water connection to the system shall submit a request in writing to the Utility Director of Dominion. The request shall include the following:

- (a) Plans or preliminary sketches showing the details of the proposed connection to the Wholesale Water Facilities. If final plans are not submitted with the original request, submission and approval of such plans will be required prior to final approval for the connection;
- (b) A map of the general area showing the boundaries of the ultimate area to be served by the connection, including the proposed point of connection;
- (c) Applicant to convey and dedicate water rights and water facilities, and necessary easements and rights of way required by Section 3.12;
- (d) Minimum fire flow needs based on Dominion's design standards and the International Fire Code;
- (e) The estimated average and peak water demand flow expressed in million gallons per day (MGD) at the proposed time of connection plus the estimated demand versus time curve projected to the ultimate development of the area;
- (f) Applicant's proposed drought management plan for Dominion review and approval;
- (g) Applicant's proposed water efficiency plan for Dominion review and approval; and
- (h) Commitment to permanently disconnect from any other potable or non-potable water supplies, if Dominion, in its sole discretion, deems such a commitment is necessary.

Section 3.9 Request for Wholesale Wastewater Service

Following approval of an Application, an Applicant wishing to make a new wastewater connection to the system shall submit a request in writing to the Utility Director of Dominion. The request shall include the following:

- (a) Plans or preliminary sketches showing the details of the proposed connection to the Wholesale Wastewater Facilities. If final plans are not submitted with the original request, submission and approval of such plans will be required prior to final approval for the connection;
- (b) A map of the general area showing the boundaries of the ultimate area to be served by the connection, Dominion's force main sewer including the proposed point of connection, the proposed major sewers which will be tributary to the connection and any existing sewers in the areas adjacent to the area to be served;
- (c) The estimated average and peak quantity of wastewater flow expressed in million gallons per day (MGD) at the proposed time of connection plus the estimated flow versus time curve projected to the ultimate development of the area; and

(d) The estimated quality of flow expressed in biochemical oxygen demand (BOD), total suspended solids (TSS), and Total Kjeldahl Nitrogen (TKN) plus any additional pertinent information regarding the quality of flow expected, particularly from industrial sources.

(e) An agreement to pay costs and fees to Dominion for permit and oversight of the Applicant's Industrial Pretreatment requirements as provided in the Tap Fees and Rates, attached here as Attachment A.

Section 3.10 Request for Wholesale Stormwater Service **RESERVED**

Section 3.11 Requests for Other Levels of Service

An Applicant can request other levels of service other than those defined in Section 3.6 with written request to the Utility Director. The Applicant will be responsible for all costs associated with the Utility Director's and Dominion's review of the request.

Section 3.12 Tap Fees and Service Rates

Tap Fees and Service Charges can vary depending on the nature and extent of the Wholesale Services. Based on the level of service requested by the Applicant, the associated Tap Fees will be determined by Dominion on a case-by-case basis. The specific services provided, and payment conditions are to be based on the cost of service to the Applicant. Dominion will develop the Tap Fees and Service Rates for each individual Applicant through evaluation of the assets used to serve any new customers.

Cost-based rates are a water industry accepted practice and is the practice of Dominion for developing Service Charges and Tap Fees for existing and potential wholesale customers. The Dominion rate-making principles, policies and methodologies are intended to meet the objective of equitable and cost-based rates. Dominion shall utilize generally accepted accounting principles consistently applied as a basis for developing the financial information upon which Tap Fees and Service Charges are based. Any capital costs which benefit a single Retail Provider are allocated to that customer. Existing Retail Provider equity is another factor used to determine the final Tap Fee.

The following capital expenditure and/or operating and maintenance categories are evaluated for each Retail Provider to determine applicable Tap Fees and Services Charges for new Retail Providers to ensure cost recovery is adequate through the Tap Fees and Service Charges.

- Source of supply
- Water treatment
- Water Transmission and Distribution
- Storage
- Wastewater Collection and Conveyance
- Wastewater Treatment

Section 3.13 Expiration of Service Approval

New connection approvals expire if construction of the connection is not initiated within two (2) years of the date of Dominion's letter of approval unless otherwise specified during the approval process. If the Applicant making the request anticipates a delay before construction of the connection, the request should indicate the reasons for this delay in the original request. For connections approved by the Dominion Board, any timing cited in the approval resolution shall supersede this general policy. For connections approved by the Utility Director, the Utility Director may extend the connection approval period if requested in writing by the Applicant and provided that the anticipated service through the connection has not changed.

If a Service Agreement has been issued and the Applicant does not become physically connected for retail service to Dominion's transmission line and operable within twelve (12) months from the date of the issuance of the Service Agreement, then the Service Agreement shall automatically expire beginning in the thirteenth month unless:

- (a) The holder of the Service Agreement pays to Dominion a reservation fee as determined by the Dominion Board; or
- (b) The Dominion Board, in its sole discretion, approves a Service Agreement with the Applicant providing for the deferral of payment of such fee to a date certain, or until the occurrence of a specific, identified event.
- (c) No Service Agreement which has expired under the provisions of this Section shall be reissued except upon the payment of new Tap Fees as determined by Dominion.

Section 3.14 Dedication of Water Rights

Dominion does not own or control sufficient proprietary water resources to provide Wholesale Water Service to developing areas in Dominion's Service Area. Consequently, Dominion may require the dedication of additional water supplies to support Dominion's acquisition and development of new water supplies as a condition to the right to obtain Wholesale Water Service. Dominion will evaluate each water supply prior to acceptance and reserves the right to reject water supplies for any reason.

Dominion has established a framework for imposition of Service Charges and Tap Fees sufficient to enable Dominion to meet the bulk of system demand from sustainable, renewable water supplies. The Service Charges and Tap Fees incorporate a rational methodology for placing on new development the direct future capital costs of acquiring and developing renewable water resources. Accordingly, new connections to the Wholesale Water Facilities must be supported by a sufficient dedication of renewable water and groundwater, or, if approved, payment in lieu of to fund the acquisition and development of the renewable water supply, consistent with Dominion's published Renewable Water Goal.

Dominion may require the Applicant to dedicate renewable and/or groundwater water rights (or payment in lieu of) in an amount sufficient to serve the Property included within the Application. Prior to receiving Wholesale Water Services, all water rights required from the Applicant must be conveyed to Dominion free and clear of any encumbrances, reservations or restrictions. Inclusion and conveyance of water is the responsibility of the Applicant.

The Retail Provider must prove sufficiency of water supply subject to the applicable Douglas County Regulations. Dominion will provide supporting water supply information to the Retail Provider but is not responsible for Douglas County approval of water sufficiency. All approvals of Wholesale Water Service are on the condition that there may be an irrevocable dedication of water to Dominion sufficient to meet Douglas County's demand standard then current Section 18A Douglas County Zoning Resolution and all of the groundwater appurtenant to, historically used on, and/or underlying the Property to completely support the actual development of the Property to be served. The water rights irrevocably dedicated to Dominion must be sufficient to supply the total projected demand of the development, both as to depletions or consumptive use and as to total demand for water delivery; provided that if the final water demands of the development on the subject Property exceed the initial projections upon which a dedication or payment of fee-in-lieu was based, no service shall be provided to such excess demand until additional dedications are made or fees-in-lieu paid at the discretion of Dominion.

Based on level of service, Dominion may require groundwater associated with or underlying the Property for which service is requested, and not previously conveyed to another water service entity be dedicated and conveyed to Dominion. Also, all rights to store water in the aquifer underlying the Property for which service is requested may be dedicated and conveyed to Dominion. Dedication of water rights shall be by special warranty deed and such consent forms as may be required by the State Engineer. Dedication of easements shall be in such form as the Utility Director shall approve. All dedications shall be free and clear of any encumbrances, reservations or restrictions. No claim or reservation shall be made by any owner of Property or by any Applicant for Wholesale Water Service for any reason for any portion of such water rights or return flow rights for/from any water rights or augmentation plans conveyed to Dominion. All rights to return flow from all water furnished by Dominion for use by Retail Providers shall belong to Dominion and shall be deemed to be continuously owned by and subject to Dominion and control by Dominion.

Section 3.15 Dedication of Facilities and Easements

Dominion may acquire existing wells and equipment or other facilities if the Dominion Board finds that all of the following conditions exist in regard to such facilities:

- (a) The facilities have been engineered, designed and constructed according to specifications approved by the District Engineer, and have been inspected and approved by the District Engineer;
- (b) The facilities are at locations suitable to the Wholesale Facilities and, in the case of wells, comply with good well spacing practices in the aquifer;
- (c) Dominion's growth or needs reasonably require such facilities; and
- (d) The acquisition is in the best interests of Dominion. These provisions do not waive or limit Dominion's power to acquire facilities by eminent domain.

As a condition of receiving service from Dominion, Applicants may be required to dedicate easement(s), easement(s) for well site(s), access easement(s), water, sewer and electrical line easement(s), or fee simple property to Dominion, at no cost to Dominion, in order to

facilitate the provision of Wholesale Water Service and Wholesale Wastewater Service to the Property and to implement Dominion's non-potable irrigation system. The dedication of such easements(s), well site(s), and/or fee simple property shall be in addition to the dedication of water and the other requirements of these Rules and Regulations.

Section 3.16 Limitations on Use and Increase in Water Demand

All water furnished by Dominion is on a licensing basis, only for the uses on the Property designated in the Service Agreement. If any use of the Property is changed from that contemplated at the time of issuance of the Service Agreement, a new Application must be submitted, and water will not be furnished for such new uses until such Application is approved. The right to use water furnished by Dominion shall not include the right to use water outside the designated lands, nor to re-use or otherwise dispose of the water. The water must be applied to a beneficial use by the Retail Provider within the Retail Provider's boundaries on the designated land. Notwithstanding use by the End Users, the water is at all times the property of and subject to the dominion and control of Dominion and all return flows remain the property of Dominion.

(a) No Retail Provider may assign or transfer rights to water service without formal approval of Dominion.

(b) If a shortage or prospective shortage necessitates such action, Dominion may restrict or curtail the supply of water. All End Users similarly situated will be treated uniformly, but Dominion may treat classes of End Users differently.

(c) Dominion shall require additional water to be dedicated or additional fees-in-lieu of a dedication if the Property is developed or redeveloped to such an extent that the original water demand which was estimated at the time of system connection is exceeded.

Section 3.17 Water Court Proceedings

Either Dominion or the Applicant may complete any necessary adjudication or change of water right necessary or appropriate to prepare the water right for dedication to Dominion, subject to approval by Dominion, but the Applicant shall be responsible for all costs, unless other arrangements satisfactory to Dominion have been made. In each case where the Applicant wishes to proceed in Water Court, the application filed with the Water Court shall be consistent with Dominion's water supply and augmentation plans and the case shall be conducted according to the requests of Dominion. The Applicant shall withdraw any objections to pending adjudication proceedings involving Dominion's efforts to obtain the adjudication and decreeing of water rights for service to other Retail Providers of Dominion. This condition shall also be applicable to any proceedings commenced by or on behalf of Dominion to adjudicate and obtain a decree with respect to water rights conveyed by an Applicant.

Section 3.18 Change in Customer's Equipment or Service

Prior to making any change in the types of use on a Property receiving Wholesale Water Services and/or Wholesale Wastewater Services, a Retail Provider shall file written notification with Dominion describing the new types of use. Within fifteen (15) working days after receipt thereof, Dominion shall notify the Retail Provider of adjusted and additional Service Charges,

Tap Fees and water service availability fee, if any, required to be paid to Dominion based on the new types of use. The Retail Provider shall also describe any physical changes, if any required (in the facilities through which one or more of the services connect to the Property) as a result of the new types of uses. Before the new uses shall be permitted, the Retail Provider shall do all things required by Dominion inclusive of the payment of any sums of money for adjusted charges, tap fees and other related costs. Failure to so comply shall be conclusive evidence of Dominion's right to discontinue service to the Property in the event the new uses are commenced.

Section 3.19 Metering of Retail Provider Wholesale Water Service

All Wholesale Water Service shall be metered by Dominion. Removal, tampering, or bypassing a meter shall be grounds for immediate termination of Wholesale Water Service. No service will be provided to any Retail Provider except through a master meter. Master meters shall be purchased from Dominion-approved vendor and installed by the Retail Provider. Dominion shall have the right at any time during the course of a regular business day to enter upon the Retail Provider's Property for the purpose of reading an appropriate meter. The installation of all master meters shall occur in or at a location on the Property receiving the applicable service, which location has been previously approved in writing by Dominion. Dominion requires a Dominion representative to be present at the time of installation of the master meter.

Section 3.20 Metering of Wholesale Wastewater Service

Metering of Wastewater flows will be performed at the lift stations, or entry points into the sewer collection system. Industrial or commercial sewer service entailing other than normal sewage shall be metered, at the expense of the Retail Provider and data provided to Dominion. Dominion shall have the right at any time during the course of a regular business day to enter upon the Retail Provider's Property for the purpose of reading an appropriate meter. The installation of all master meters shall occur in or at a location on the Property receiving the applicable service, which location has been previously approved in writing by Dominion. Dominion requires a Dominion representative to be present at the time of installation of the master meter.

SECTION IV CONSTRUCTION OF WATER DISTRIBUTION AND SANITARY SEWER COLLECTION FACILITIES

Section 4.1 General

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

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

Section 4.2 Extension and Sizing of Facilities

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

Section 4.3 Inspection

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

SECTION V WATER SERVICE

Section 5.1 Water Use

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

No Retail Provider in or upon any premises to which Wholesale Water Service is supplied shall supply water to any other Retail Provider without Dominion's prior written consent.

Nothing contained herein shall operate to create any vested or proprietary right whatsoever, but shall give the Retail Provider the right to Wholesale Water Service for the purposes specified in these Rules and Regulations. The responsibility of the Retail Provider to suspend or revoke Retail Water Service and shutoff is as set forth in Section VIII.

Section 5.2 Water Turn-on

Dominion shall coordinate with the Retail Provider to connect the Wholesale Water Facilities with the Retail Water Facilities. No one except an authorized representative of Dominion shall, under any conditions or circumstances, turn water on for delivery from the Wholesale Water Facilities to the Retail Water Facilities. Dominion shall not be liable for any damages resulting in the turning on of the water.

Section 5.3 Water Service Line Size, Location and Installation

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

No Person, other than a Person authorized by Dominion, shall install or remove any Wholesale Water Facility.

Section 5.4 Water Meters

(a) General

All meters shall be furnished by the Retail Provider according to the Rules and Regulations of the Retail Provider. The location of all meters shall be approved by the Retail Provider, and an internet connection for the meter shall be supplied by the End User.

The standard residential meter shall be 3/4 inch in size. Meters for irrigation systems larger in size than 1-1/2 inches shall be of the turbine type. All meters shall be installed pursuant to the Rules and Regulations of the Retail Provider and inspected by Dominion prior to water turn on. Under no circumstances shall anyone other than the personnel of the Retail Provider remove a water meter without the approval of Dominion.

(b) Meter Testing

Billing to the End User and oversight of water meters shall be the responsibility and liability of the Retail Provider.

(c) Maintenance Responsibilities

The Wholesale Provider is responsible for the maintenance of the Wholesale Facilities. The Retail Provider is responsible for the Retail Facilities. The Retail Provider may allocate responsibilities and costs for connections to Retail Facilities to End Users in accordance with its Rules and Regulations; provided, however that Retail Provider remains responsible for such connections as to Dominion.

Section 5.5 Pressure Reducing Valves

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

Section 5.6 Fire Hydrants

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

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

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

Section 5.7 Cross Connections

(a) Dominion is responsible for protecting the potable public water supply from contamination or pollution that could enter the Wholesale Facilities through connection from another water system by means of backflow from the other water system.

(b) When Cross Connections are approved by written agreement, Cross Connections of any type which may permit a backflow of water from a supply other than that of Dominion into the Wholesale Facilities is prohibited. A connection constituting a potential backflow hazard is permissible only to the extent approved by Dominion and shall be protected by an approved backflow device to be designed and installed in accordance with the Technical Specifications. Any such connection shall at all times be subject to inspection and regulation by Dominion 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, the Technical Specifications and all Cross Connections shall be subject to its approval.

Service of water to any premises shall be discontinued by Dominion if a backflow prevention device required by these Rules and Regulations is not installed, tested, and maintained or if it is found that a backflow prevention device has been removed or by-passed or if an unprotected Cross Connection exists on the premises. Service will not be restored until such conditions or defects are corrected at the expenses of the Retail Provider.

(c) Except as specifically permitted by written agreement, potable water from the Wholesale Water Facility shall not be commingled with water from any other source. Potable water from other sources shall be provided and distributed through an entirely independent system.

(d) Conditions for Backflow Prevention Device Use

An approved backflow prevention device shall be installed on each service line to an End User's water system if required by the Technical Specifications. Dominion shall review the plans for installation to assure there will be no impact on the Wholesale Facilities.

(e) Backflow Prevention Device Approval

Any backflow prevention device required herein shall be of a model and size approved by the Foundation for Cross Connection Control and Hydraulic Research, University of Southern California as provided in the Technical Specifications and shall be designed and installed pursuant to the Technical Specifications.

SECTION VI WATER CONSERVATION

Section 6.1 General

Dominion encourages the conservation of water.

Section 6.2 Determination of Available Water Supply

Dominion 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 Retail Providers for any given period of time. In the event Dominion shall determine at any given time that there are insufficient Potable Water supplies to meet all of the present and anticipated needs, Dominion may order restrictions, curtailments or prohibitions upon the use of water.

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

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

SECTION VII SANITARY SEWER SERVICE

Section 7.1 General

The right to any use of the Wholesale Wastewater Facilities is only by permission granted by Dominion. Dominion reserves full right to determine all matters related to the control and use of its Wholesale Wastewater Facilities. The Retail Provider shall be responsible for enforcing

the Rules and Regulations as they apply to End Users and shall subject End Users to suspension, disconnection or revocation as set forth in Section VIII. This does not waive Dominion's authority to implement pretreatment requirements.

Section 7.2 Service Lateral Size, Location and Installation

The Utility Director shall approve the size, location and manner of accomplishing the installation of a Service Lateral.

Section 7.3 Limitations on Service Connection

Subject to the approval of Dominion and the Retail Provider, the End User is responsible for determining the size and location of the Service Lateral. Any approval by Dominion is for its own use and is not an indication of the adequacy of the facilities.

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

No unauthorized Person shall uncover, make any connections with or open into, use, alter or disturb any Wholesale Facility first obtaining written permission from the Utility Director.

Section 7.4 General Prohibition

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

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

Section 7.5 Dischargeable Sewage

Wastes shall be classified into two categories termed "**Domestic Sewage**", and "**Nondomestic Sewage**." The classification of dischargeable sewage shall be responsibility of the Utility Director and shall follow recommended procedures of the Colorado Department of Public Health and Environment and the United State Environmental Protection Agency, and subject to review by Dominion, shall be final and binding.

It shall be the responsibility of the Retail Provider to assure that any End User discharging Nondomestic Sewage into the Public Sewer shall install, at End User's expense, required pretreatment technologies, and suitable monitoring equipment which isolates appropriate wastewater discharges and facilitates accurate inspection, sampling, and flow measurement of such discharges when required by the Utility Director. Such equipment shall be maintained in proper working order and kept safe and accessible at all times.

Section 7.6 Grease and Sand Interceptors

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

Section 7.7 Industrial Pretreatment

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

Section 7.8 Compliance

To assure compliance with Section 7.7, the Retail Provider shall assure that all Significant Industrial Users shall, prior to connecting into the Retail Facilities, be issued an Industrial Wastewater Discharge Permit by Dominion and the Retail Provider. An Industrial User who is not classified as a Significant Industrial User but who, in the opinion of the Utility Director has on its premises sufficient quantities or types of compounds which if discharged to the POTW would cause the User to be classified as a SIU, shall also be issued an Industrial Wastewater Discharge Permit.

Section 7.9 Industrial Wastewater Discharge Permit

Each and every business intending to commence operations, modify operations or sites must, prior to commencing any construction, renovation or acquisition of property within Dominion's service area for commercial or industrial operations, complete the Business/Pretreatment Application form and submit the same to Dominion for review and approval.

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

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

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

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

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

(i) The Prohibitive Discharge Standards:

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

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

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

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

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

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

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

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

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

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

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

(v) Dominion has developed and may continue to develop Best Management Practices (BMP's) to implement the requirements in Sections 7.09, 7.10 and 7.11.

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

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

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

(f) An affirmation that a representative of Dominion 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) Dominion shall have the authority under the Permit to disconnect the Permittee's system from Dominion's system, or to require the Permittee to immediately and effectively halt any discharge or Pollutants into the POTW or any portion thereof, if such discharge reasonably appears to present an imminent endangerment to the health and welfare of Persons or to the environment or interferes with the operation of the POTW or any portion thereof.

(h) Other provisions as may be required by Dominion, the Clean Water Act or by EPA regulations, including a procedure to protect the confidentiality of reports and

information furnished by the Permittee in accordance with 40 C.F.R. 403.14. Effluent data shall be considered nonconfidential.

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

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

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

Section 7.10 Industrial Pretreatment Requirements by Sector

(a) Photographic Processing Facility

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

(ii) Enforceability. The Silver Pretreatment Requirements are a fully enforceable element of the POTW industrial Pretreatment program and constitutes a local limitation for silver discharged from photographic processing facilities.

(iii) Registration. New facilities must file and Business/Pretreatment Application prior to opening. The photo processing facility shall submit the following notification to Dominion: "(Photo Processing Facility) hereby notifies Dominion that it discharges silver-rich solution to the POTW and that such discharges will hereafter be managed in accordance with Dominion's Photographic Processing Pretreatment Requirements."

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

(b) Dental Facilities

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

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

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

(iv) Annual Compliance Certification. Each Dental Facility which has implemented the Dental Facility Pretreatment Requirements, included here as Attachment C-2, for the control of amalgam waste discharges to the POTW shall submit an annual compliance certification to the POTW by December 31st of each calendar year. This compliance certification, to be completed by an authorized representative of the Dental Facility, shall consist of the following statement “On behalf of (Dental Facility), I certify that, except as specifically noted below, this facility has implemented since the date of its last certification the Dental Facility Pretreatment Requirements for the control of amalgam waste discharges to the POTW and, as of the date of this certification, is in compliance with the Dental Facility Pretreatment Requirements.”

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

(c) Restaurant and Dining Facility

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

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

(iii) Registration. New facilities must file an Business/Pretreatment Application prior to opening. The restaurant or dining facility shall submit the following notification to Dominion: “(Restaurant or Dining Facility) hereby notifies Dominion that it

discharges FOG to the POTW and that such discharges will hereafter be managed in accordance with Dominion's FOG BMP's."

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

SECTION VIII VIOLATIONS, PENALTIES AND COMPLAINTS

Section 8.1 End User Violations/Penalties

(i) Dominion shall provide the Retail Provider written notice of any Person who is in violation of the Rules and Regulations.

(ii) The Retail Provider shall provide written notice to Dominion of any Person who is in violation of the Rules and Regulations.

(iii) The Person who is in violation shall be responsible for all costs incurred by Dominion, including costs for fines, legal defense, repair, inspections, equipment necessary to curtail operations, and any and all costs of repair to the Wholesale Facilities, if any, caused by the violation.

Section 8.2 Retail Provider Violations/Penalties

(i) Dominion shall provide written notice to the Retail Provider of its violation of any of the Rules and Regulations.

(1) If the violation is for exceeding the Allotments set forth in the Allotment Addendum the provision of the Wholesale Services may be subject to curtailment to bring the use of the Wholesale Facilities by the Retail Provider back within the Allotments set forth in the Allotment Addendum. This Section 8.2(i)(1) is only specific to the Sterling Ranch Community Authority Board and the Sterling Ranch Colorado Metropolitan District Nos. 1-7.

(2) If the violation is for late payment of Service Charges by the Retail Provider, the Retail Provider shall be subject to late charges and penalties as set forth on Attachment A. In no event will the amounts due to Dominion under this Article VIII from a Retail Provider exceed any statutory limits on interest or penalties, if any

(3) If the violation is for non-payment of Service Charges by the Retail Provider, Dominion shall have all rights in equity and in law to pursue collection of the Service Charges and the Retail Provider shall be responsible for payment of all late charges, penalties and costs of collection, including but not limited to, attorney's fees. In no event will

the amounts due to Dominion under this Article VIII from a Retail Provider exceed any statutory limits on interest or penalties, if any.

(ii) The Retail Provider shall be responsible for all costs incurred by Dominion and any and all costs of repair to the Wholesale Facilities, if any, caused by the violation.

Section 8.3 Appeals A Retail Provider may appeal the decision of Dominion or the Utility Director by filing with the Utility Director 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 provide such written notice of appeal within said ten (10) day period, the decision of Dominion or the Utility Director shall become final. Dominion shall consider such appeal at the regularly scheduled or special board meeting to be held within thirty (30) day as of the filing of the notice of appeal.

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

SECTION IX STORMWATER

Section 9.1 General.

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

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

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

(d) All sites and rights-of-way reasonably required by Dominion shall be conveyed free and clear of all liens, to Dominion. Sites and rights-of-way shall include

sufficient property to protect Dominion against the possibility of relocating or reconstructing any Wholesale Facilities.

Section 9.2 Extension and Sizing of Facilities.

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

Section 9.3 Inspection.

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

SECTION X FEES AND CHARGES

Section 10.1 Establishment of Rates and Charges.

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

The rates for Service Charges to be paid by a specific Retail Provider to Dominion for Wholesale Services are set forth in Attachment A, as adopted. The Services Charges and Tap Fees shall be developed in accordance with Section 3.12 of these Rules and Regulations. The Service Charges and Tap Fees shall be paid pursuant to the terms of the Retail Provider's Service Agreement.

Section 10.2 Collection of Past Due Tap Fees.

- (a) The Retail Provider is responsible for the collection of Tap Fees.
- (b) Unless an earlier date of payment of certain Tap Fees has been provided for in an agreement with an End User, the Retail Provider and Dominion, all Tap Fees shall be due at the time of the issuance of a building permit by Douglas County.
- (c) The Tap Fees to be paid on a Lot or Non-Residential Parcel shall constitute a perpetual lien on and against the Lots and Non-Residential Parcels until such time as the Tap Fees are paid in accordance with C.R.S. Section 32-1-1001(1)(j). If the Tap Fees are not

paid by the date of issuance of a building permit for a particular Lot or Non-Residential Parcel, the lien securing the payment of the Tap Fees on such Lot or Non-Residential Parcel shall be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's liens.

Section 10.3 Perpetual Lien.

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

Section 10.4 Change of Rates and Charges.

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

**ATTACHMENT A
TAP FEES AND RATES**

ATTACHMENT A-1
DOMINION WATER & SANITATION DISTRICT

WATER AND SEWER TAP FEES FOR STERLING RANCH CAB
EFFECTIVE AS OF JANUARY 1, 2020

Description	2020 Tap Fee
Water Resources Fee	
Sterling Ranch CAB Customer Class Type	
Residential	
Indoor Only (Multifamily)	\$6,210
Single Family Attached / Townhome	\$7,570
Single Family Detached – Small Lot	\$8,020
Single Family Detached – Typical Lot	\$10,540
Non-Residential	
Non-Residential (per SFE)*	\$11,940
Irrigation Non-Residential (1")	See Note**
Irrigation Non-Residential (1-1/2")	See Note**
Irrigation Non-Residential (2")	See Note**
Irrigation Non-Residential (3")	See Note**
Notes:	
*Non-Residential Water Resources Fee for typical usage. The final fee will be calculated based on projected indoor/outdoor water use requirements.	
**Based on square footage of landscape type installed.	
Water Infrastructure Fee	
Meter Size	Meter Capacity Ratio
5/8"	0.67
3/4"	1.00
1"	1.67
1-1/2"	3.33
2"	6.67
3"	16.67
	\$13,070
	\$19,500
	\$32,600
	\$64,900
	\$130,100
	\$325,100
Sewer Tap	
	Meter Capacity Ratio
Residential	
Single Family Attached and Multifamily (per Unit) - 5/8"	0.67
Single Family Detached and Attached (per Unit) - 3/4"	1.00
	\$5,895
	\$8,800
Non-Residential	
5/8"x 3/4" meter	0.67
3/4" meter	1.00
1" meter	1.67
1-1/2" meter	3.33
2" meter	6.67
3" meter	16.67
	\$5,895
	\$8,800
	\$14,700
	\$29,300
	\$58,700
	\$146,700

ATTACHMENT A-1 (CONTINUED)
DOMINION WATER & SANITATION DISTRICT

WHOLESALE WATER AND SEWER SERVICE RATES FOR STERLING RANCH CAB
EFFECTIVE AS OF JANUARY 1, 2020

WHOLESALE WATER RATES

2020 Rates

Residential/Commercial

Monthly Fixed Rate (per EQR) \$ 49.08

Volumetric Rates

Winter Rate (\$/1,000 gal) \$ 4.93

Summer Rate (\$/1,000 gal) \$ 5.92

Irrigation

Monthly Fixed Rate (per EQR) \$ 49.08

Volumetric Rate (\$/1,000 gal delivered) \$ 6.26

Construction Water

Volumetric Rate (\$/1,000 gal delivered) \$ 10.24

WHOLESALE SEWER RATES

2020 Rates

Residential/Commercial

Monthly Fixed Rate (per EQR) \$ 15.53

Volumetric Rate (\$/1,000 gal) \$ 4.84

ATTACHMENT B

List Of Current Service Agreements

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

ATTACHMENT C

Pretreatment Requirements for Pollution Discharge

ATTACHMENT C-1

Photographic Processing Facility Pretreatment Requirements

“To Be Adopted”

ATTACHMENT C-2

Dental Facility Pretreatment Requirements

1. Pretreatment standards for existing sources

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

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

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

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

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

2. Pretreatment standards for new sources (PSNS).

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

3. Reporting and recording requirements.

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

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

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

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

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

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

ATTACHMENT C-3

Fats, Oils and Grease (FOG) Pretreatment Requirements

1. Applicability.

(a) Non-domestic Users

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

(b) Domestic Users

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

2. GGI Requirements.

(a) Plan Reviews

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

(b) GGI Criteria

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

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

(c) Exceeding Limits

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

(d) GGI Maintenance

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

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

ATTACHMENT F

Wholesale Stormwater Facilities

1. Dominion's Wholesale Stormwater Facilities include improvements that:
 - a. Collect, convey, transmit, distribute or store rainwater for the purposes of rainwater harvesting.
 - b. Dominion anticipates the capacity of approximately 400 acre-ft of rainwater per year and intends to apply for a permanent augmentation plan with the Colorado Water Conservation Board.

ATTACHMENT G

Wholesale Wastewater Facilities

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

ATTACHMENT H

Wholesale Water Facilities

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