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# **MT OLYMPUS IMPROVEMENT DISTRICT**



## **CODE OF GENERAL REGULATIONS**

Effective as of \_\_\_\_\_, 2022

MT OLYMPUS IMPROVEMENT DISTRICT

CODE OF GENERAL REGULATIONS

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**CODE OF GENERAL REGULATIONS**  
**OF**  
**MT OLYMPUS IMPROVEMENT DISTRICT**

**CHAPTER 1 GENERAL PROVISIONS**

**1.1 Code of General Regulations.** This Code of General Regulations constitutes the general rules and regulations of Mt Olympus Improvement District governing the District's operations and functions and the Users, Owners, Contractors, and other Persons. It replaces the Wastewater Control Rules and Regulations of the District and Central Valley Water Reclamation Facility (with an initial date of December 2, 1986; last amended June 27, 1997) in their entirety. It also constitutes the agreement between the District, the Users, the Owners, the Contractors, and other Persons. It is enforced by the District and constitutes a specific condition precedent to the provision of Service by the District to the Owners and/or Users. It also contains rules and regulations governing all Contractors performing Work in the District and other Persons affecting the Facilities in any respect. The District may adopt additional ordinances, rules, and regulations, in the District's sole discretion. Violations of this Code or any other ordinance, rule, or regulation of the District by any Person are referred to hereafter as a Violation or as Violations.<sup>1</sup>

**1.2 Purpose.**

**1.2.1** It is necessary for the health, safety, and welfare of the residents of the area serviced by the District and others to regulate the collection of wastewater and treatment thereof to provide the maximum public benefit. The provisions of this Code set forth uniform requirements for Contractors, other Persons affecting the Facilities in any respect, and for direct and indirect contributors to the Wastewater collection systems of the District and the collection and treatment systems of Central Valley Water Reclamation Facility, enabling the District and CVWRF to comply with all applicable local, state, and federal laws, rules, regulations, and ordinances.

**1.2.2** The objectives of this Code are:

**1.2.2.1** To prevent the introduction of Pollutants into the Facilities which interfere with the operation of the Facilities or contaminate the Facilities and/or the waters or biosolids from the CVWRF Facilities;

**1.2.2.2** To prevent the introduction of Pollutants which are not adequately treated into the District or CVWRF Facilities which will pass through the Facilities, into

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<sup>1</sup> Terms appearing in initial capital letters which are not defined as they appear, are defined in Section 1.3 (Definitions) or are defined in other sections of this Code.

Jurisdictional Waters and/or other waters or the atmosphere or otherwise be incompatible with the Systems;

**1.2.2.3** To improve the opportunity to recycle and reclaim Wastewater and biosolids;

**1.2.2.4** To provide for equitable distribution among the District's Owners and Users of costs and expenses of the District; and

**1.2.2.5** To provide for and promote the general health, safety, and welfare of the District employees, the CVWRF employees, the environment, and other Persons.

**1.2.2.6** To provide for the continuing operation of the Systems and to prevent damage to the Systems.

**1.2.3** The provisions herein:

**1.2.3.1** provide for the regulation of Owners, Users, Contractors, and other Persons.

**1.2.3.2** authorize monitoring and enforcement activities,

**1.2.3.3** require Owner and User reporting,

**1.2.3.4** provide for Sewage collection and treatment capacity for the District's customers, and

**1.2.3.5** provide for the setting of fees and charges for the equitable distribution of costs and expenses of the District.

**1.2.4** The provisions herein apply to (i) all Persons within the District boundaries, (ii) all Owners and Users, (iii) all Contractors (iv) all other Persons who contribute Wastewater to the District's Facilities and/or receive Services of the District by contract, agreement or otherwise, and (v) all other Persons within the District and/or affecting the Facilities in any respect.

**1.3** **Definitions.** Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Code, shall have the meanings hereinafter designated:

**1.3.1** **Accessory Dwelling Unit or ADU.** A habitable living unit added to, created within, or detached from a primary Single-Family Dwelling and contained on one lot. The determination of whether or not a living unit is an ADU shall be made by the District Engineer, in the District Engineer's sole discretion.

**1.3.2** **Administrative Appeals Procedure or AAP.** The procedure for challenging an Impact Fee, as set forth herein and in the Impact Fee Enactment.

**1.3.3 Agreement.** This Code and/or any other agreement, contract, or obligation entered into between the District, CVWRF, and any Person or Persons including, without limitation, the Owners, the Users, and the Contractors.

**1.3.4 Approval Authority.** The Utah Department of Environmental Quality – Utah Division of Water Quality.

**1.3.5 Authorized Contractor.** An excavation or plumbing Contractor which has obtained the necessary Construction Permit or Work Order from the District for the Work to be performed, who has posted the requisite bonds with the District, is properly licensed, bonded, and qualified by the State of Utah as an excavation or plumbing contractor, is in good standing with the Utah Department of Professional Licensing with no complaints outstanding, and is qualified to perform the Work.

**1.3.6 Beneficial Uses.** Uses of water which may require protection against quality degradation including, but not limited to, waters used for domestic, commercial, municipal, agricultural, industrial, power generation, recreation, aesthetic enjoyment, or navigation purposes, or for the preservation and enhancement of fish, wildlife or other aquatic resources or reserves, and such other uses, both tangible or intangible, as are or may be specified by federal or Utah state law as Beneficial Uses.

**1.3.7 Biochemical Oxygen Demand (BOD).** The amount of dissolved oxygen that must be present in water in order for microorganisms to decompose the organic matter in the water, used as a measure of the degree of pollution. BOD will be determined by the District or the Owner or User (as applicable) pursuant to standard laboratory methods, acceptable to the District.

**1.3.8 Board.** The Board of Trustees of the District.

**1.3.9 Bond or Bonds.** A surety bond or bonds in favor of the District in amounts to be specified by the District, which guarantee the obligations of the principal, including the obligation of the principal to insure that (i) the Work is performed in a good and workmanlike manner (ii) the Work is completed on a timely basis, and (iii) all Persons furnishing labor or materials are paid in full. The Bonds will also guarantee that the principal and surety shall hold District harmless from any and all injuries to Persons or damage to property including, without limitation, the Facilities, caused by the Work. The Bonds shall also guarantee that the principal will comply with the Plumbing Codes and the Laws. All Bonds shall be on District forms and must be approved by the District, in the District's sole discretion.

**1.3.10 Building Sewer or Lateral Sewer.** That portion of any sewer and all parts thereof, including any lift station or stations, beginning at the plumbing outlet of any building, structure, edifice, construction, or facility and running to the District Main Sewer, including the connection to the District Main Sewer (e.g., inserta tee, wye, nose-on, etc.). The terms "Lateral Sewer" and "Building Sewer" are synonymous. All Lateral Sewers or Building Sewers were initially installed (or will be installed) by the Owner or Owners whose property is served by the District. Lateral Sewers, Building Sewers,

Private Lift Stations, and Private Mains are not part of the District's system. The District has no responsibility for any Lateral Sewer, Building Sewer, Private Lift Station, or Private Main. All ownership, maintenance, inspections, repairs, and replacements of any Lateral Sewer, Building Sewer, Private Lift Station, and/or Private Main are the sole responsibility of the Owner or Owners whose property is served by the District.

**1.3.11 Central Valley Water Reclamation Facility or CVWRF.** The Central Valley Water Reclamation Facility, a Utah interlocal entity, which is organized under the Utah Interlocal Cooperation Act.

**1.3.12 Chemical Oxygen Demand or COD.** The amount of oxygen needed to oxidize the organic matter present in water. Chemical oxygen demand testing is used to determine the amount of oxidation that will occur and the amount of organic matter in a water sample. Chemical oxygen demand testing is also used to determine the amount of inorganic chemicals in a sample. COD will be determined by the District or the Owner or User (as applicable) pursuant to Standard Methods and other applicable laboratory methods, acceptable to the District.

**1.3.13 Claim.** A Claim is any asserted demand for or cause of action for money or damages, whether arising under the common law, under State constitutional provisions, or under State statutes, against the District or against an employee of the District in the employee's personal capacity.

**1.3.14 Code.** This Code of General Regulations, with such amendments as may be adopted from time to time.

**1.3.15 Commercial User.** All stores, restaurants, office buildings, laundries, theaters, Food Commissaries, and other business and service establishments.

**1.3.16 Compatible Pollutant.** Biochemical oxygen demand, suspended solids, Properly Shredded Food Waste, fecal coliform bacteria, additional pollutants identified in the CVWRF Permits, and such other Pollutants as may be designated by the District Manager and/or the CVWRF Manager upon a finding by them that such Pollutants are substantially treated and removed by the Treatment Plant.

**1.3.17 Construction Permits.** The construction, connection and repair permits and/or Work Orders described in Chapter 3.

**1.3.18 Contamination.** An impairment of the quality of the Wastewater by Waste or Pollution which may adversely affect the Facilities, the Jurisdictional Waters, or which may create a hazard to or impairment of the environment and/or the public health as defined by the Laws.

**1.3.19 Contractor or Contractors.** Any Person performing any Work in the District which affects the District or the Facilities in any respect, whether or not the Work is being performed for the District, an Owner, a User, or any other Person or entity.

**1.3.20 Corrosion.** Any Waste or Wastewater having a pH less than 6.5 or more than 8.5 or wastewater having any other corrosive property capable of causing damage or hazard to the Facilities and/or any other substance or material defined as “corrosive” or causing “corrosion” under the Laws, as determined by the District Engineer in her or his sole discretion.

**1.3.21 Discharge or Discharging.** Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the Facilities or the environment (including without limitation the abandonment or discarding of barrels, containers, and other closed receptacles) containing any Waste, Wastewater, Hazardous Substance, Pollutant, or contaminant (as said terms are defined by the Laws).

**1.3.22 Discharger.** Any Person who discharges or causes the discharge of water and/or Wastewater to the Sewer System. A Discharger is also a User and may or may not be an Owner.

**1.3.23 District.** Mt Olympus Improvement District, a political subdivision of the State of Utah.

**1.3.24 District Engineer.** The engineer employed by or contracting with the District or another professional engineer designated by the District as its engineer.

**1.3.25 District Inspector.** The employee or employees of the District performing inspections for the District.

**1.3.26 District Lift Station.** The District has one (1) District Lift Station which is part of the District’s System and is owned, operated, maintained, inspected, repaired, and replaced by the District. The District’s policy is not to allow or assume responsibility for any other District Lift Station.

**1.3.27 District Main Sewer or District Main Line.** A Wastewater collection line owned and maintained by the District that receives Wastewater from more than one Owner or association of Owners. District Mains are typically 8” in diameter or larger and are located in public roadways or easements granted to the District. District Main Lines must be easily accessible and unobstructed for District cleaning and maintenance equipment. All existing District Mains are described in the District’s records. All future Main Lines will be described in the District’s records and designated as District Main Lines. If a private party or other Person desires to construct a sewer main line which the private party or other Person desires to be developed and constructed as a new District Main, the private party or other Person must follow the rules and procedures of the District with respect to development and construction of new District Mains. The District may refuse to allow a proposed new sewer main line to be developed as a District Main and may require that the proposed new sewer main line be developed as a Private Main, in the District’s sole discretion. District Mains constructed by private parties or other Persons are subject to acceptance or rejection by the District, in the District’s sole discretion. If the District agrees to allow an Owner to develop and construct a main line that will become a District Main, the developer and Owner must enter into a written

agreement with the District, which shall be prepared by the District. The Owner's Contractor constructing the proposed new District Main must be an Authorized Contractor. The Owner shall also provide all bonds required by the District, including, without limitation, bonds guaranteeing the completion of construction of the new District Main in a good and workmanlike manner and in accordance with District Standards and the payment of all parties performing labor or furnishing materials.

**1.3.28 District Trunk Line.** A Wastewater collection line owned and maintained by the District that receives Wastewater from several District Main Lines. District Trunk Lines are located in public roadways or easements granted to the District. All existing District Trunk Lines are described in the District's records. All future District Trunk Lines will be described in the District's records and designated as District Trunk Lines.

**1.3.29 District Manager, General Manager, or Manager.** The General Manager of the District or other officer of the District having general managerial authority.

**1.3.30 District Standards.** The *District Standards and Specifications* as the same may be amended, modified or restated from time to time (The District Standards are posted on the District's Website.) and all other rules, regulations, and ordinances of the District, the requirements of the District Engineer and/or the District Inspector, the Requirements of Law, and the requirements of the Plumbing Codes.

**1.3.31 Dwelling Unit.** A habitable living unit. The determination of whether or not a living unit is a Dwelling Unit shall be made by the District Engineer, in the District Engineer's sole discretion.

**1.3.32 EPA.** The United States Environmental Protection Agency.

**1.3.33 Emergency.** A condition which creates imminent danger to the public health, safety or welfare or which may result in serious property damage.

**1.3.34 Excavation.** Any boring, drilling, other excavation, or construction in the Public Ways, private property, and/or adjacent areas which may affect the Facilities in any respect.

**1.3.35 Excavator.** Any Person performing Excavation.

**1.3.36 Explosives or Explosive Substances.** Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the Facilities or to the operation of the POTW.

**1.3.37 External Accessory Dwelling Unit.** Any Dwelling Unit that is not an Internal Accessory Dwelling Unit. Each External Accessory Dwelling Unit is generally classified by the District as a Single-Family Dwelling but may be classified otherwise by the District Engineer, in the District Engineer's sole discretion. The Owners of all External Accessory Dwelling Units must pay all Impact Fees and all other fees and charges of the District. Each External Accessory Dwelling Unit must have a separate Building Sewer

unless otherwise determined by the District Engineer, in the District Engineer's sole discretion.

**1.3.38 Facility or Facilities.** Any and all structures, buildings, systems, pipelines, manholes, collection and treatment facilities and equipment, all other equipment, all vehicles, land, water right, water, or other real or personal property of the District and CVWRF, including, without limitation, Wastewater conveyance, collection and treatment facilities, all related facilities, equipment, and improvements, and any related or appurtenant easement or right-of-way, improvement, utility, equipment, or furnishing.

**1.3.39 Food Commissary.** Any building, structure, or facility which is used for the preparation and/or sale of food products and/or for the parking and storage of Food Trucks. The fees and charges of Food Commissaries within the District's boundaries are determined by the District Engineer, in the District Engineer's sole discretion. The Owner and/or User of each Food Commissary within the District's boundaries must obtain a Food Commissary permit from the District for each Food Commissary and the Owner or User of the Food Commissary must keep the Food Commissary Permit up-to-date and notify the District Engineer of any and all changes to the Food Commissary and its operations including, without limitation, the number of Food Trucks, changes to parking areas, changes in the connection(s) to the System, changes to the buildings or structures, and changes in the amount or characteristics of Sewage, prior to making or allowing any such changes. A Construction Permit and Work Order shall also be required for any construction, repairs, changes, or renovations made to or respecting any Food Commissary.

**1.3.40 Food Truck.** Any truck, van, trailer, vehicle, stand, or mobile food unit which is used for the preparation and/or sale of food products. All Food Trucks must be assigned to and serviced by an identified Food Commissary.

**1.3.41 Governmental Immunity Act.** The Utah "Governmental Immunity Act," Utah Code Title 63G, Chapter 7, as amended or recodified.

**1.3.42 Government Records Access and Management Act or GRAMA.** The Utah Government Records Access and Management Act, Utah Code Title 63G, Chapter 2, as amended or re-codified.

**1.3.43 Governmental.** Any Premises used for legislative, judicial, administrative, regulatory, and all other activities of Federal, State, and local governments and related agencies and offices.

**1.3.44 Guest House.** An Accessory Dwelling Unit that is detached from the Primary Dwelling that includes a kitchen and bathroom. A Guest House is considered to be a Single-Family Dwelling Unit for District purposes. Each Guest House must have a separate Building Sewer unless otherwise determined by the District Engineer, in the District Engineer's Sole Discretion.

**1.3.45 Hazardous Substance or Substances.** any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in §101(14) of the

Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) (“**CERCLA**”) or any regulations promulgated under CERCLA; (ii) any “hazardous waste” as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) (“**RCRA**”) or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) any radioactive material, including any “source material”, “special nuclear material” or “byproduct material”, as now or hereafter defined in 42 U.S.C. §2011 et seq.; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under the Laws and/or the common law. Hazardous Substances shall include, without limitation, any substance, the presence of which (i) requires reporting, investigation or remediation under the Laws and/or (ii) causes or threatens to cause a nuisance or poses or threatens to pose a hazard to the health or safety of any Person.

**1.3.46 Health Department.** The Salt Lake County Health Department or such other Governmental Entity having jurisdiction and responsibilities for the health of individuals in the District.

**1.3.47 Holding Tank Waste.** Any Wastewater or Waste disposal from holding tanks including Food Commissaries and Food Trucks, vessels, chemical toilets, campers, trailers, septic tanks, sealed vaults and vacuum-pump tank trucks.

**1.3.48 Impact Fee.** The terms “Impact Fee” or “Impact Fees” are defined in the Impact Fees Act. The District’s Impact Fees are calculated and assessed pursuant to the District’s Impact Fee Enactment.

**1.3.49 Impact Fees Act.** The Utah Impact Fees Act, Utah Code Title 11, Chapter 36a, as it may be revised or amended.

**1.3.50 Impact Fee Analysis.** The District’s Impact Fee Analysis as the same may be amended or replaced from time to time. Impact Fee Analyses are adopted pursuant to resolutions of the District. If the Impact Fee Analysis is not on the District’s Website, a copy of the most recent Impact Fee Analysis may be obtained from the District offices upon request.

**1.3.51 Impact Fee Enactment.** The District’s Impact Fee Enactment as the same may be amended or replaced from time to time. Impact Fee Enactments are adopted pursuant to ordinances of the District. If the Impact Fee Enactment is not on the District’s Website, a copy of the most recent Impact Fee Enactment may be obtained from the District offices upon request.

**1.3.52 Impact Fee Facilities Plan.** The District’s Impact Fee Facilities Plan as the same may be amended or replaced from time to time. Impact Fee Facilities Plans are adopted pursuant to resolutions of the District. If the Impact Fee Facilities Plan is not on



the District's Website, a copy of the most recent Impact Fee Facilities Plan may be obtained from the District offices upon request.

**1.3.53 Impact Fee Program.** The District's programs and policies with respect to the calculation, assessment, and enforcement of Impact Fees as set forth in the Impact Fee Enactment.

**1.3.54 Incompatible Pollutant.** Any pollutant which is not a Compatible Pollutant.

**1.3.55 Industrial.** Any Premises used for manufacturing, processing, cooking, repairing or other industrial processes which discharges Waste, and/or Wastewater resulting from manufacturing, processing, cooking, repairing or other industrial processes.

**1.3.56 Industrial Wastes.** The Wastes from Industrial Facilities and processes which is distinct from Normal Domestic Wastewater.

**1.3.57 Institutional.** Any Premises used for schools, churches, hospitals, convalescent homes, or other types of Premises used to provide health, welfare, educational, and other institutional or like services or processes.

**1.3.58 Interference.** An inhibition or disruption of the Facilities, their treatment processes or operations, or their biosolids processes, use or disposal or a Pass Through, which causes or significantly contributes to either a violation of the Permits or to the prevention of biosolids use or disposal by CVWRF in accordance with the Laws or the Permits.

**1.3.59 Internal Accessory Dwelling Unit.** A Dwelling Unit created (i) within a Primary Dwelling and (ii) within the footprint of a Primary Dwelling. Internal Accessory Dwelling Units are generally classified by the District as Single-Family Dwellings but may be classified otherwise by the District Engineer, in the District Engineer's sole discretion. Internal Accessory Dwelling Units are not subject to Impact Fees but are subject to Owner Charges.

**1.3.60 International Plumbing Code or Plumbing Code.** The International Plumbing Code published by the International Code Council as adopted by the State of Utah, with certain amendments, as contained in the Utah Code. The International Plumbing Code and the Utah Code provisions may be revised and/or amended from time to time in the future, in which case "International Plumbing Code" shall refer to the International Plumbing Code as amended or revised and the Utah Code, as amended or revised.

**1.3.61 International Residential Code or Residential Code.** The International Residential Code published by the International Code Council as adopted by the State of Utah, with certain amendments, as contained in the Utah Code. The International Residential Code and the Utah Code provisions may be revised and/or amended from time to time in the future, in which case "International Residential Code" shall refer to

the International Residential Code as amended or revised and the Utah Code, as amended or revised.

**1.3.62 Jurisdictional Waters.** Waters of the United States and/or waters of the State of Utah as said terms may be defined by laws or regulations.

**1.3.63 Lateral Sewer.** The term “Lateral Sewer” is synonymous with the term “Building Sewer” and is defined in Subsection 1.3.10 above.

**1.3.64 Laws.** All federal, State, and local laws, regulations, codes, rules, ordinances, and plans governing or affecting the District, CVWRF, the Contractors, Owners, Users and other Persons, and/or the Wastewater in any respect. The Laws include, without limitation, (i) the Clean Water Act and all rules, regulations, and orders pertaining thereto, (ii) the Resource Conservation and Recovery Act, (iii) the Comprehensive Environmental Response, Compensation, and Liability Act (iv) the Solid Waste Disposal Act, (v) the Clean Air Act, (vi) the Toxic Substance Control Act, (vii) the Utah Water Quality Act and all rules, regulations, and ordinances pertaining thereto including, without limitation, all rules and regulations of the Approval Authority (viii) the Utah Solid Waste Management Act and all rules, regulations, and ordinances pertaining thereto including, without limitation, all rules and regulations of the Approval Authority (ix) all relevant provisions of the Utah Administrative Code, (x) the Wastewater Disposal and other regulations of the Health Department, (xi) the rules and regulations of CVWRF including, without limitation, the Central Valley Water Reclamation Facility Pretreatment Rule, (xii) this Code, (xiii) the Utah Damage to Underground Facilities Act, (xiv) all other rules, regulations, resolutions, standards, and ordinances of the District, (xv) the Administrative Policy and Procedures Manual of the District (xvi) the Plumbing Codes, (xvii) the District Standards, (xviii) the Utah Division of Occupational and Professional Licensing Act, and (xix) all other laws, rules, regulations, ordinances, and orders pertaining to the Users, Owners, other Persons, the Contractors, the District, and/or CVWRF in any respect, all as may be modified and amended from time to time.

**1.3.65 Multiple Family Dwelling or Multiple Family Dwelling Unit.** Any Premises designed, improved or used as a residence for two or more Persons or families living independently of each other in two or more structurally joined Dwelling Units with separate entrances; this term shall include condominiums, apartment houses, triplexes, quadraplexes, and duplexes, but it shall not include hotels, motels, rooming houses, boarding houses, dormitories, or similar structures. Each Multiple Family Dwelling Unit must have a separate Building Sewer unless otherwise determined by the District Engineer, in the District Engineer’s sole discretion.

**1.3.66 Non-Residential User.** Any commercial, industrial, institutional, governmental, or miscellaneous User not classified as a Residential User. A Non-Residential User may or may not be an Owner.

**1.3.67 Normal Domestic Wastewater.** Wastewater that has constituents which do not exceed any of the following concentrations (i) BOD of not more than 200 mg/L, (ii) total suspended solids of not more than 200 mg/L, (iii) nonpetroleum fat, oil, and

grease of not more than 200 mg/L (iv) petroleum oil and grease of not more than 100 mg/L. The foregoing are subject to amendment or change by the District from time to time in the District's sole discretion.

**1.3.68 Noxious.** Any malodorous liquids, gases, or solids which either singly or by interaction with other Wastes are sufficient to create a nuisance or hazard to life or are sufficient to prevent entry into the Facilities for their maintenance and repair.

**1.3.69 Onsite Wastewater System.** An underground Wastewater disposal system for Wastewater. It usually consists of a building sewer, a septic tank and an absorption system. Onsite wastewater systems must comply in all respects with the Laws.

**1.3.70 Owner.** Any Person owning property in the District.

**1.3.71 Owner Charges.** That portion of the total Wastewater service charge which is levied in a proportional and adequate manner for all costs and expenses of operation, maintenance, repair, and replacement of the District's Facilities including, without limitation, the District's portion of all of the costs and expenses of CVWRF. The Owner of the Premises is responsible for all Owner Charges.

**1.3.72 POTW.** The term "POTW" or "Publicly-Owned Treatment Works" means any and all Facilities of the District and CVWRF.

**1.3.73 POTW Governing Authority.** The term "POTW Governing Authority" shall refer to the Board with respect to the District and the Board of Trustees of CVWRF with respect to CVWRF.

**1.3.74 POTW Treatment Plant.** The CVWRF treatment plant and all parts thereof and any other treatment works or treatment plants or facilities for the treatment of Sewage which may be constructed or developed by CVWRF and/or the District in the future.

**1.3.75 Parcel.** A parcel of real property as described in the records of the Salt Lake County Assessor by an assessor's parcel number. It includes both improved and unimproved real property.

**1.3.76 Pass Through.** The discharge of pollutants through the Wastewater Facilities into Jurisdictional Waters in quantities or concentrations which cause or contribute to a Violation or Violations.

**1.3.77 Permits.** The permits, plans, procedures, regulations, and programs issued by the Regulatory Agencies regulating CVWRF, the District, the Owners and/or the Users and the Systems and Facilities and operations in any respect and/or to which the District, CVWRF, or the Owners and/or Users may be subject including, without limitation, the CVWRF UPDES permit, the Pretreatment Permits, the District's Sanitary Sewer Management Plan, and the District's System Evaluation and Capacity Assurance Plan, as the same may be modified and amended from time to

time. If a User and Owner of a Premises are separate Persons, all permitting shall be with the Owner.

**1.3.78 Person.** Any individual, public or private corporation or limited liability company, governmental entity, and its (or their) officers, any partnership, association, firm, trustee, executor of an estate, the State and its departments, institutions, bureaus, or agencies, any municipal corporation, county, city, political subdivision, district, and/or any other legal entity recognized by law.

**1.3.79 Plumbing Code or Plumbing Codes.** All codes, rules, and regulations pertaining thereto applicable to the construction and installation of plumbing facilities, Sewer facilities, and appurtenances within the District including, without limitation, the District Standards, the International Plumbing Code, and the International Residential Code.

**1.3.80 Pollution, Pollutant, or Pollutants.** Contamination, degradation, or other alteration of the physical, chemical, or biological properties of any Wastewater, or such discharge of Waste or of any liquid, gaseous or solid substance into any Wastewater as will create a nuisance or render the Wastewater harmful or detrimental or injurious to the Facilities, public health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other beneficial uses, or to livestock, animals, birds, fish or other aquatic life.

**1.3.81 Premises.** A parcel of land, or portion thereof, including any improvements thereon, which is directly or indirectly connected to the Facilities. Each Dwelling Unit of a duplex, apartment, or any other Dwelling Unit or Multiple Family Dwelling Unit shall be deemed a separate Premises. The District Engineer shall determine what constitutes a Premises and/or a separate Premises, in the District Engineer's sole discretion.

**1.3.82 Pretreatment.** Pretreatment of Sewage on or near the Owner's and/or User's Premises prior to Discharge to the Facilities.

**1.3.83 Pretreatment Permit or Pretreatment Permits.** The permit or permits issued to the Owners and/or Users by CVWRF pursuant to the Pretreatment Program.

**1.3.84 Pretreatment Program.** The Pretreatment Program of CVWRF. The Pretreatment Program is administered by CVWRF. The District may, in its sole discretion, require an Owner and/or a User to install and maintain Pretreatment apparatus and equipment, which may be in addition to or supplementary to Pretreatment apparatus and equipment required under the Pretreatment Program.

**1.3.85 Pretreatment Standard.** Any pretreatment standard or standards required by the District, CVWRF, the Laws, and/or the Permits.

**1.3.86 Primary Dwelling.** A Single-Family Dwelling that is occupied as the primary residence of a Person or family.

**1.3.87 Private Main or Private Mains.** A wastewater collection line owned and maintained by a private party that receives wastewater from one or more connecting sewer lines. Private Mains are generally located in private roadways, within apartment or condominium complexes, or commercial centers but Private Mains may be located in other locations. No easements for Private Mains are granted to the District. All Private Mains are owned, operated, repaired, replaced, and maintained by and, at the sole expense of property owners whose property or properties are served by the Private Main or Private Mains. A Private Main may be operated, owned, maintained, repaired, and replaced (as necessary) by a property owner's association or pursuant to an agreement between private parties. The Owners of property served by a Private Main may be notified by the District of the designation of said line as a Private Main and the notice may include provisions with respect to the development, construction, and ownership of the Private Main or Private Mains. The Owners of property served by a Private Main shall be responsible to pay all fees and charges of the District without reduction or setoff including, without limitation, all Impact Fees, all periodic fees and charges, and all other fees and charges of the District. The Owner's Contractor constructing the proposed new Private Main must be an Authorized Contractor. The Owner or Authorized Contractor shall also provide (i) complete plans for the Private Main and (ii) all bonds required by the District including, without limitation, bonds guaranteeing protection of the Facilities, that the construction will be performed in a good and workmanlike manner and in accordance with District Standards, and for the payment of all parties performing labor or furnishing materials. Bonds are required if (i) the new Private Main will be constructed near the Facilities and/or (ii) the new Private Main will be connected to the System.

**1.3.88 Private Lift Station.** A sewer lift or pumping station owned and maintained by a private party or parties, which is necessary to lift the sewage to an elevation at which it can enter the District's Main Line. All Private Lift Stations are Building Sewers and, as such, all responsibility for the repair, maintenance, inspection, and/or replacement shall be borne by the Owner(s) and/or User(s) whose property is served by the Private Lift Station. The District's policy is not to own, operate, or maintain any Private Lift Station and not to allow Private Lift Stations, except in unusual and isolated circumstances, as determined by the District Engineer, in the District Engineer's sole discretion.

**1.3.89 Private Sewer System.** A sewer system owned and operated by a private party or private parties which connects to the District's System. All Private Sewer Systems are Building Sewers and, as such, all responsibility for the repair, maintenance, inspection, and/or replacement shall be borne by the Owner(s) or User(s) whose property is served by the Private Sewer System.

**1.3.90 Properly Shredded Food Waste.** The Wastes from the preparation, cooking, and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers. The determination of whether food waste is properly shredded may be made in the District Engineer's sole discretion.

**1.3.91 Rate or Rates.** The rate or rates established by the District from time to time to be paid by the Owners and/or Users for the operation, maintenance, and other costs and expenses of the District. The Rates are established by resolution of the Board and may be changed or amended from time to time. The Owner shall be primarily and ultimately responsible for the payment of all fees and charges of the District.

**1.3.92 Receiving Water Quality Requirements.** Requirements for the Treatment Plant effluent established by CVWRF or by the Regulatory Agencies for the protection of receiving water quality. Such requirements shall include effluent limitations, and Waste discharge standards, requirements, limitations, or prohibitions which may be established or adopted from time to time by the Laws or Regulatory Agencies.

**1.3.93 Receiving Waters.** The Jurisdictional Waters into which the treated Wastewater from the Treatment Plant is discharged.

**1.3.94 Regulatory Agencies or Agencies.** The regulatory and governmental agencies having authority to regulate or regulating the operations and affairs of the District and/or CVWRF and their Facilities, the Owners and/or the Users, and all other matters pertaining to or affecting the District, CVWRF, the Owners, and/or the Users. The Regulatory Agencies include, without limitation, the District, the Utah Department of Environmental Quality – the Utah Division of Water Quality, the EPA, the Health Department, and CVWRF.

**1.3.95 Rental Dwelling Unit.** A building or portion of a building that is (i) used or designated for use as a residence by one or more Persons and (i) available to be rented, loaned, leased, or hired out or arranged, designed, or built to be rented, loaned, leased, or hired out. Rental Dwelling Units are generally classified by the District as Single-Family Dwelling units but may be classified otherwise by the District Engineer, in the District Engineer’s sole discretion.

**1.3.96 Requirement of Law.** A pertinent provision of one or more of the Laws.

**1.3.97 Residential Equivalent Unit or REU.** A unit of measure, as calculated by the District, equal to the District’s estimate of the quantity and Strength of the typical daily sewage effluent from a single-family residence within the District’s boundaries. The District’s calculation of an REU may be based on the typical load, Strength, flow, and other factors respecting effluent from a typical single-family residence within the District’s boundaries and may be changed or revised from time to time by the District.

**1.3.98 Residential User.** Any Single-Family Dwelling or Multiple Family Dwelling Owner and/or User, including Owners and/or Users of Premises defined as condominiums, apartment houses, duplexes, motels, rooming houses, boarding houses, dormitories or similar structures.

**1.3.99 Sanitary Sewer.** The Facilities and appurtenances, for the collection, transportation, pumping, and treatment of sewage. This definition shall also include the terms “Public Sewer,” “Sewer System,” “District Sewer,” and “Sewer.”

**1.3.100 Service.** The acceptance and collection of Wastewater.

**1.3.101 Sewage.** A combination of liquid or water-carried Wastes from residences, businesses, institutions, industrial, and other structures and establishments.

**1.3.102 Sewer, Sewer System, or System.** All pipes, channels, or other Facilities used for the collection, transmission, treatment, and/or disposal of Sewage and the byproducts thereof by the District and/or CVWRF.

**1.3.103 Single-Family Dwelling.** Premises designed, improved or used as a residence for one family or Person only and for no other purpose. Each Single-Family Dwelling must have a separate Building Sewer unless otherwise determined by the District Engineer, in the District Engineer’s Sole Discretion.

**1.3.104 Slug Discharge.** A slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or pass through, or in any other way violate the POTW's regulations, local limits or Permit conditions.

**1.3.105 Standard Methods.** Procedures described in the latest edition of *Standard Methods for the Examination of Water and Wastewater* as published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation or such other procedures as may be adopted by the District and/or CVWRF.

**1.3.106 State.** The State of Utah.

**1.3.107 Storm Sewer.** A sewer that carries only Storm Water, surface and ground water drainage and runoff.

**1.3.108 Storm Water.** Any flow occurring during or following any form of natural precipitation and resulting therefrom.

**1.3.109 Subdivision.** The division of a tract, or lot, or parcel of land into two or more lots, plots, sites, or other division of land for the purpose, whether immediate or future, of sale or of building development or redevelopment, provided, however, that divisions of land for agricultural purposes or for commercial, manufacturing, or industrial purposes shall be exempt. Further, the above definition shall not apply to the sale or conveyance of any parcel of land which may be shown as one of the lots of a subdivision of which a plat has theretofore been recorded in the office of the Salt Lake County Recorder. The word subdivide and any derivative thereof shall have reference to the term Subdivision as herein defined.

**1.3.110 Substandard Agreement.** An agreement entered into between the District and an Owner, in recordable format, to be prepared by the District and recorded by the District in the records of the Salt Lake County Recorder's Office at the Owner's expense, indicating that there is a Substandard Condition on or affecting the Owner's Premises.

**1.3.111 Substandard Condition.** Any condition of an Owner's or User's Premises which constitutes or may constitute a Violation and/or does not meet the District Standards including, without limitation, the existence of any Private Lift Station, and/or does not meet the requirements of the Plumbing Codes, this Code, the Permits, and/or the Laws, as determined by the District Engineer in the District Engineer's sole discretion. Substandard conditions may, in the sole discretion of the District Engineer, be noted or identified in the District's records.

**1.3.112 Suspended Solids or Total Suspended Solids (TSS).** The total non-filterable residue as defined in Standard Methods.

**1.3.113 Toxic.** Any wastewater containing Pollutants in excess of those allowed under the Permits or which either singly or by interaction with other Pollutants, may injure or interfere with any Wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the Receiving Waters, contaminate the Sludge of any of the Facilities, or exceed the limitation set forth in any of the Permits. A toxic Pollutant shall include but not be limited to any Pollutant identified pursuant to any of the Permits and the Laws.

**1.3.114 Treatment Works or Treatment Plant.** Any devices and systems for the conveyance, storage, treatment, recycling, and reclamation of Sewage or liquid industrial Wastes. These include intercepting Sewers, outfall Sewers, Sewage collection systems, pumping, power, and other equipment and their appurtenances; extensions improvement, remodeling additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment (including land for composting sludge, temporary storage of such compost and land used for the storage of treated Wastewater in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal Waste or industrial Waste, including Waste in combined storm water and sanitary Sewer systems. The Treatment Works include, without limitation, the Facilities.

**1.3.115 Type of Use.** The purpose of the Premises, such as Commercial, Industrial, Institutional, Single-Family Dwelling, Multiple-Family Dwelling, and other use.

**1.3.116 UDEQ.** The Utah Department of Environmental Quality.

**1.3.117 Untreatable.** Any substance which may cause the District's Facilities or the POTW's effluent or any other product of the District's Facilities or the POTW, such as



residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with any reclamation or reuse processes. In no case shall a substance discharged to the District's Facilities or the POTW Treatment Plant cause the District or CVWRF to be in non-compliance with the Laws or the Permits.

**1.3.118 User.** Any Person who, either voluntarily or involuntarily, contributes, causes or permits the contribution of water, Waste, or Wastewater into the Facilities.

**1.3.119 Violation or Violations.** Any violation or violations of this Code, the District Standards, the Laws, the Permits, or any other Agreement, contract, or obligation of any Person to the District or CVWRF.

**1.3.120 Viscosity or Viscous.** The property of a fluid that resists internal flow by releasing counteracting forces.

**1.3.121 Waste.** Wastewater and any and all Waste substances and/or Pollution, whether liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any industrial, manufacturing, institutional, governmental, or other facility, of whatever nature, including Waste placed within containers of whatever nature prior to, and for purposes of, disposal.

**1.3.122 Wastewater.** Waste and water, whether treated or untreated, discharged into, or entering into the District's and/or CVWRF's Facilities. Wastewater shall mean a combination of the water-carried Wastes from residences, business buildings, institutions, industrial establishments, and other Owners and/or Users, together with such ground, surface, and storm waters as may enter the System.

**1.3.123 Wastewater Collection System Master Plan.** The District's Wastewater Collection System Master Plan as the same may be amended or replaced from time to time. Wastewater Collection System Master Plans are adopted pursuant to resolutions of the District. If the Wastewater Collection System Master Plan is not on the District's Website, a copy of the most recent Wastewater Collection System Master Plan may be obtained from the District offices upon request.

**1.3.124 Wastewater Constituents and Characteristics.** The individual chemical, physical, bacteriological and radiological parameters, including volume and flow rate and such other parameters that serve to define, classify or measure the contents, characteristics, quantity, or Strength of Wastewater.

**1.3.125 Wastewater Rate Study.** The District's Wastewater Rate Study as the same may be amended or replaced from time to time. Wastewater Rate Studies are adopted pursuant to resolutions of the District. If the Wastewater Rate Study is not on the District's Website, a copy of the most recent Wastewater Rate Study may be obtained from the District offices upon request.

**1.3.126 Wastewater Strength or Strength.** The characteristics of Wastewater discharged as measured by its elements, including its constituents and characteristics.

**1.3.127 Waters of the State.** All streams, lakes, ponds, marshes, water courses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, stand or border upon the State or any portion thereof, except bodies of water confined to and retained within the limits of private property, and which do not develop into or constitute a nuisance or a public health hazard, or a menace to fish and wildlife.

**1.3.128 Waters of the United States.** All rivers, streams, water bodies, and other waters that are defined as “Waters of the United States” by federal Laws and regulations.

**1.3.129 Website.** The website of the District – <http://www.mtoid.org/>.

**1.3.130 Work.** Any construction or other work in the District which affects a Building Sewer and/or any Facility of the District or CVWRF in any respect including, without limitation, any and all work for which a Construction Permit or Work Order is required under this Code and/or the Plumbing Codes.

**1.3.131 Work Order.** An authorization or Construction Permit issued by the District allowing an Owner or Authorized Contractor to perform the Work requested by the Owner or Authorized Contractor.

**1.4 Abbreviations.** The following abbreviations shall have designated meanings:

**1.4.1 BOD** Biochemical Oxygen Demand

**1.4.2 COD** Chemical Oxygen Demand

**1.4.3 Mg** Milligrams

**1.4.4 mg/l** Milligrams per liter

**1.4.5 pH** The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of the solution.

**1.4.6 TSS** Total Suspended Solids

## CHAPTER 2 GENERAL REGULATIONS

**2.1 Code Binding – Agreement.** This Code is binding upon all Users, Owners, Contractors and any other Person or Persons affecting the Facilities in any respect. All Users, Owners, Contractors, and other Persons affecting the Facilities in any respect agree to (i) abide by this Code, all other rules and regulations of the District and CVWRF, the Permits, and the Laws and (ii) to pay all of the fees, charges, costs, penalties, and impositions of the District. Failure of a User, Owner, Contractor or other Person affecting the Facilities in any respect, to abide by the Code, all other rules and regulations of the District and CVWRF, the Permits, or the Laws may subject a User, Owner, Contractor or other Person affecting the Facilities in any respect to fines

and penalties and, with respect to a User or Owner, suspension or termination of Service. The District may, in its sole discretion, temporarily or permanently prohibit a Contractor from performing Work in the District for failure of the Contractor to abide by the Code, all other rules and regulations of the District and CVWRF, the Permits, and/or the Laws. Such failure may also result in fines and penalties imposed by the District and/or CVWRF.

**2.2 Supervision.** The day to day and general operations of the District will be supervised and directed by the Manager.

**2.3 General Prohibitions.**

**2.3.1 Discharge to District's Facilities.** All Sewage shall be discharged to the District's Facilities except as specifically provided hereafter.

**2.3.2 Discharge of Sewage.** No person shall discharge any Wastewater from any Premises within the District into and upon any public highway, stream, water course, or public place, or into any drain, cesspool, Storm Sewer or Private Sewer System, except as provided for hereafter. Sewer cleanouts shall not be used as temporary or permanent points of connection.

**2.3.3 Prohibited Discharges.** No Person shall cause to be discharged, allow to be discharged, or make a connection which would allow any Storm Water, surface drainage, groundwater, roof runoff, cooling water or other water not constituting Sewage into the District's Facilities. No Person shall cause any of the above-mentioned waters to be mixed with that Person's Wastewater.

**2.3.4 Holding Tank Waste.** No Person shall cause to be discharged, allow to be discharged, or make a connection which would allow any Holding Tank Waste into the District's Facilities, without first having obtained written permission from the District Engineer for such discharge, which may be granted or withheld in the District's sole discretion.

**2.3.5 Prohibited Discharges - Storm Water, Surface Drainage, Etc.** Storm Water, surface drainage, subsurface drainage, groundwater, roof runoff, cooling water or unpolluted water may be admitted to specifically designated Storm Sewers which have adequate capacity for the accommodations of said waters. No person shall Discharge to or connect to the District's Facilities for the above purposes without having first obtained the written consent of the Manager, which may be granted or withheld in the Manager's sole discretion.

**2.3.6 Prohibited Discharges - Specific Categories.** No Owner and/or User shall contribute or cause to be contributed directly or indirectly, any Incompatible Pollutant, Waste, and/or Wastewater which will interfere with the operation or performance of the District's or CVWRF's Facilities. These Discharge standards and general prohibitions apply to all Owners and/or Users, whether or not the Owner and/or User is subject to National Categorical Pretreatment Standards or any other national, State, or local Pretreatment Standards or requirements. An Owner and/or User may not contribute the following substances to the Facilities:

**2.3.6.1 Explosives.** Any Explosive or Explosive Substances.

**2.3.6.2 Incompatible Pollutants.** Any Incompatible Pollutant or Pollutants.

**2.3.6.3 Solids and other Substances.** Solid or viscous substances which may cause obstruction to the flow in a Sewer or interference with the operation of the Facilities such as, but not limited to (i) fats, oils and grease, (ii) food wastes with particles greater than one-quarter inch in any dimension, (iii) garbage, (iv) animal guts or tissues, (v) manure, (vi) bones, (vii) hair, (viii) hides, or fleshings, (ix) entrails, (x) blood, (xi) feathers, (xii) ashes, (xiii) cinders, (xiv) sand, (xv) lime, (xvi) stone or dust, (xvii) metal, (xviii) glass, (xvix) straw, (xx) shavings, (xxi) grass clippings and/or other yard or agricultural wastes or products, (xxii) rags, (xxiii) spent grains, (xxiv) paper, (xxv) wood, (xxvi) plastics, (xxvii) gas, (xxviii) tar, (xxix) asphalt and/or asphalt residues, (xxx) residues from refining or processing of fuel, oil, or other substances containing petroleum, (xxxii) mud or glass grinding or polishing wastes, and/or (xxxii) any other substance or material defined as a “hazardous waste,” a Hazardous Substance,” a “solid,” or “solid waste” under the Laws.

**2.3.6.4 Corrosion.** Any Waste or Wastewater containing Corrosion or having corrosive properties or constituents.

**2.3.6.5 Hazardous Substances.** Any Hazardous Substance or Substances.

**2.3.6.6 Toxic.** Any Waste or Wastewater that is Toxic or has Toxic properties or constituents.

**2.3.6.7 Noxious.** Any Waste or Wastewater that is Noxious or has Noxious properties or constituents.

**2.3.6.8 Untreatable.** Any Untreatable substance.

**2.3.6.9 Laws, Permit Violations, Etc.** Any Waste, Pollutant, and/or other Wastewater quantities or properties which are prohibited under the Laws or which could cause the District or CVWRF to violate any of the Laws, Permits, or the Receiving Water quality standards.

**2.3.6.10 Color.** Any Wastewater with unnatural or objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and tanning solutions.

**2.3.6.11 Temperature.** Any Wastewater having a temperature which will inhibit the operation of the Facilities and/or biological activity in the POTW resulting in Interference, or cause temperature at the headworks of the POTW Treatment Plant to exceed the temperature limits of CVWRF.

**2.3.6.12 Slug Discharge.** Any Slug Discharge.

**2.3.6.13 Viscosity.** Any Viscous Wastewater which may impair or impede the flow of the Facilities.

**2.3.6.14 Radioactive.** Any Wastewater containing any radioactive wastes or isotope of such half-life or concentration as may exceed the Laws or the Permits.

**2.3.6.15 Pollutants.** Any Wastewater containing Incompatible Pollutants.

**2.4 Specific Pollutant Limitations.** No Owner and/or User shall discharge Wastewater in violation of the Laws and/or the Permits. Violations of the limits and/or standards set forth in the Laws or Permits shall subject Owners and/or Users to surcharges, fines, and applicable penalties. Owners and/or Users which are subject to the Pretreatment Program are also subject to fines and penalties levied by CVWRF.

**2.5 State Requirements.** State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations.

**2.6 District's Right.** The District reserves the right to establish more stringent limitations or requirements on discharges to the Sewer System if deemed necessary to comply with the objectives presented in Section 1.2 hereof.

**2.7 Dilution Prohibited.** No Owner and/or User shall dilute a Discharge as a partial or complete substitute for adequate Pretreatment to achieve compliance with the Laws and/or the Permits.

**2.8 Injuring or Affecting Sewer Prohibited; Excavation Affecting District's Sewer Lines; Bonds Required.** No Person shall injure, break, affect, or remove any part or portion of any of the Facilities. Before performing Excavation, the Excavator must do the following with respect to every District Sewer line and/or the Facilities that is located within the length or area of the proposed Excavation site when the proposed Excavation is more than 24" deep: (i) provide a surety bond to the District from a surety company acceptable to the District on the District's form and in the amount determined by the District Engineer, in the District Engineer's sole discretion (ii) locate each District Sewer line and/or Facilities by potholing and (iii) physically mark the location of each District Sewer line and/or Facilities. This section shall not otherwise diminish or affect an Excavator's liability to the District for damage to a District Sewer Line and/or Facilities in connection with a boring or Excavation operation. All borings must be done so that the borings have vertical and horizontal separations of at least 36" from each District Main Sewer or District Main Line and at least 48" from each District Trunk Line. Prior to Excavation, the Excavator can obtain information from the District with respect to the approximate location of District Main Lines and District Trunk Lines. Each Excavator shall be an Authorized Contractor.

**2.9 Building Sewer Liners.** Building Sewer liners shall not be installed from within a permanent structure (e.g. homes, businesses, etc.), shall have an accessible outdoor cleanout which is acceptable to the District Engineer in the District Engineer's sole discretion, and shall be constructed in accordance with the District Standards and the Plumbing Codes. Specific requirements pertaining to Building Sewer liners are contained in the District Standards.

**2.10 Manholes.** No Person shall open, damage, disturb or otherwise affect any Sewer manhole without written permission from the General Manager or the District Engineer. All construction of or affecting Sewer manholes in any respect shall comply with the District Standards.

**2.11 Mandatory Connections.**

**2.11.1 Connection Required.** In accordance with the Laws, the Owner of all houses, buildings, structures, or properties used for human occupancy, employment, recreation, or other purposes, situated within the District boundaries and abutting any street, alley, or right-of-way in which there is now located (or may in the future be located) a District Main Line within three hundred (300) feet of the Owner's property line, is required, at its expense, to install all required sanitary facilities therein, and to connect such facilities directly with the District's Facilities in accordance with the provisions herein upon the earlier of completion of construction of the house, building, or structure if a District Main Line is within three hundred (300) feet of the Owner's property line, or within thirty (30) days after the date that a District Main Line is constructed within three hundred (300) feet of the Owner's property line, unless a waiver is granted by the District and the Health Department.

**2.11.2 Discontinuance of Onsite Wastewater Systems.** No User, Owner, agent, or other Person having charge of or occupying any property within 300 feet of a District Main Line is allowed to maintain, use, or cause or permit to exist any Onsite Wastewater System upon said property unless specifically (and in writing) allowed by the District and the Health Department.

**2.11.3 Outhouses Prohibited.** No person shall erect or maintain any outhouse or privy within the District's boundaries.

**2.12 Contracts with Other Persons.** If there is adequate existing Sewage collection and treatment capacity, the District may contract with any other governmental agency or with private entities or Persons, for the discharge into the District's Facilities from any part or parts of such governmental agency or Person outside the boundaries of the District, upon such terms and conditions and for such periods of time as the District may agree, in the District's sole discretion.

**2.13 Grease, Oil and Sand Interceptors and Sampling Manholes.**

**2.13.1** Grease, oil, and sand interceptors and sampling manholes, as may be required by the District Standards, Plumbing Codes, CVWRF, the District Manager or District Engineer, shall be required of any Owner or User when, in the opinion of CVWRF, the District Manager or District Engineer, such are necessary for the proper handling of liquid wastes containing fat, oil, and/or grease in excess of Normal Domestic Wastewater, any sand or any flammable wastes, and/or other harmful ingredients. Grease, oil, and sand interceptors and sampling manholes shall be required for (i) all food and beverage establishments including, without limitation, all restaurants, food courts, establishments selling beverages, and/or fast food establishments (ii) all Food Commissaries, and (iii) any Premises with a floor drain connected to the System. All

interceptors and sampling manholes shall be of a type and capacity approved by CVWRF and the District Engineer according to the District Standards, the Plumbing Codes, and CVWRF specifications, and shall be located on the exterior of the Premises as to be readily accessible for cleaning by the Owner or User and inspection by the District Inspector and CVWRF employees.

**2.13.2** All grease, oil, and sand interceptors and sampling manholes shall be maintained by the Owner and/or User at their sole expense, in continuous efficient operation at all times. The Owner is solely responsible for all maintenance, repairs, and replacements of all grease, oil, and sand interceptors and sampling manholes.

**2.14 Prohibited Connections.** No person, either in person or through an agent, employee, or Contractor, shall make, allow or cause to be made any connection to the District's Facilities to service, or for the purpose of servicing property outside the boundaries of the District, except upon recommendation of the District Manager and the express approval of the Board. If allowed, such connection shall be made by an Authorized Contractor who has obtained the necessary bonds and permits.

**2.15 Work in the District – Owners and Authorized Contractors.**

**2.15.1** Each Contractor performing Work in the District must be an Authorized Contractor, must obtain bonds as required by the District, and must obtain a Construction Permit or Work Order for the Work. Except for Authorized Contractors and the Owner of an affected property, no Person shall perform Work in the District or remove stoppage from a Building Sewer.

**2.15.2** The inspection and other fees herein required shall be set by the District.

**2.16 Private Sewage Disposal.**

**2.16.1 Private Disposal Prohibited.** No Person shall construct, use, or maintain any privy, privy vault, septic tanks, cesspool, or other facility intended or used for the disposal of Sewage within the boundaries of the District if District service is available within 300 feet of the property line of any property. The District may grant waivers of this requirement in the District's sole discretion.

**2.16.2 Private Disposal.**

**2.16.2.1** If District service is not available within the limits provided in Section 2.11.1, the Building Sewer shall be connected to a Private Sewer System complying with the provisions of the Health Department and the Laws.

**2.16.2.2** Prior to commencement of construction of a Private Sewer System, the Owner or his agent shall first obtain written permission from the District and the Health Department.

**2.16.2.3** The Owner or his agent shall operate and maintain all Private Sewer Systems at the Owner's sole expense and in compliance with the Laws.

2.16.2.4 The Health Department may impose any requirements regarding such private Sewage disposal as it shall deem necessary or advisable.

2.17 **Discontinuance of Service.** Any Owner desiring to discontinue Service must first plug and adequately cap the applicable Building Sewer in accordance with the District Standards. The Owner must notify the District of the Owner's request at least forty-eight (48) hours before the date when such Service shall be discontinued and arrange for a time that the District Inspector can inspect the plugging and capping of the Building Sewer. Upon the District Inspector's approval of the plugging and capping, the Owner shall not be responsible for Owner Charges after the next regular billing cycle.

2.18 **Changes in Service.** If any changes are made to the occupancy and use of property within District or the Owner proposes to add additional Building Sewers or make any modification that affects the Facilities, the Owner shall notify the District at least 60 (sixty) days before any such changes or additions are made and arrange for a time that the District Inspector can inspect the proposed changes to the Building Sewer, additions of Building Sewers, or other modifications.

2.19 **Changes in Occupancy and Use.** If there is any construction or expansion of a residence, building, or structure or any change in use of a residence, building or structure, or any change in the use of land, the Owner or tenant shall notify the District in writing at least 60 (sixty) days before any such changes are made.

### **CHAPTER 3 CONSTRUCTION, CONNECTION AND REPAIR PERMITS**

3.1 **Permit or Work Order Required.** No Person shall commence or carry on any Work within the District's boundaries without first having received a Construction Permit or Work Order from the District as required herein.

3.2 **Application for Construction Permit or Work Order.** Application for Construction Permits or Work Orders for Work in the District must be made by an Owner or Authorized Contractor in person, by telephone, or in such other manner as may be required by the District. The Owner or Authorized Contractor must specifically identify the Premises, the Work being performed by or for the Owner or User, the date that the Work will commence, the estimated date of completion of the Work, and such other information as the District may require. No Construction Permit or Work Order shall be issued until all of the fees and charges of the District are paid in full. All Work in the District shall be performed in accordance with the Plumbing Codes, the Laws, this Code, and the District Standards.

3.3 **Additional Fee for Additional Survey and/or Inspection.** If the District Inspector finds that any portion of the Work is not exposed when the District Inspector visits the site to perform her or his inspection, if the permittee has not given sufficient information when making application for a Construction Permit or Work Order so that the inspection can be completed, or if the permittee requests a change in the Work, an additional fee shall be determined and charged by the District. If any portion of the Work is not exposed when the District Inspector first visits the site, the Owner or User or the Owner's or User's Contractor shall forthwith perform all



necessary excavation(s) to the District Inspector's satisfaction, in order to expose all of the Work and to allow a subsequent inspection of the Work.

**3.4 Repairs and Replacements.** Repair or replacement of any Building Sewer shall be tested and inspected in accordance with this Code, the Plumbing Codes, and the District Standards. A fee shall be determined and collected by the District for each such inspection and test.

**3.5 Construction Permits or Work Orders Must be Procured Before Starting Work.** If any Work requiring a Construction Permit or Work Order is commenced without a Construction Permit or Work Order first having been issued, the District may immediately issue a stop work order and may, in the District's sole discretion, either temporarily (until the proper Construction Permit or Work Order is obtained) or permanently, prohibit the Contractor from performing any further Work with respect to such project or projects and/or, in the District's sole discretion, prohibit said Contractor from performing any further Work in the District. Said Contractor shall, in addition to any other penalties, be charged a penalty of up to \$5,000 for each project performed in the District without first obtaining a Construction Permit or Work Order from the District.

**3.6 Trial Sewer Survey Fee.** In order to determine the feasibility of connecting a building or structure to the District Sewer, the Owner, or Authorized Contractor may make an application for a trial sewer survey, the cost of which shall be set by the District. Any payment made therefor does not constitute payment for a Construction Permit or Work Order to perform the Work or connect to the Sewer. Such survey shall not be made until all fees are paid in full.

**3.7 Failure to Remedy Defective Work.** No further or additional Construction Permit or Work Order shall be issued to any Contractor who has failed to remedy any Work deemed to be defective by the District Engineer or District Inspector and/or not completed in accordance with this Code, the District Standards, and to the satisfaction of the District Engineer or District Inspector ("Defective Work"). The District, in its sole discretion, may temporarily or permanently prohibit the Contractor from performing any further Work within the District, if the Contractor has failed to remedy Defective Work in accordance with this Code and the District Standards and to the satisfaction of the District Engineer or District Inspector.

**3.8 Construction Permit or Work Order Not Transferable.** No Contractor shall use or allow her or his license to be used in any way for the purpose of procuring a Construction Permit or Work Order for Work for any person other than herself or himself, or her or his duly authorized representative. The Authorized Contractor shall be responsible for any and all Work done pursuant to the issuance of any Construction Permit or Work Order specified hereunder, regardless of whether the Work is actually done by said Authorized Contractor or her or his duly authorized representative.

**3.9 Work Commencement and Completion.** The Work authorized by a Construction Permit or Work Order shall be done expeditiously and in accordance with this Code, the District Standards, and the Plumbing Codes. If the Work is not (i) commenced within thirty (30) days of the issuance of the Construction Permit or Work Order (ii) completed within 60 (sixty) days after commencement of the Work (unless a special extension is granted by the District) the

Construction Permit or Work Order for the Work shall be void, no refund shall be made, and a new Construction Permit or Work Order for the Work must be obtained.

**3.10 Revocation of Construction Permit or Work Order.** The District Manager or District Engineer may, at any time, revoke a Construction Permit or Work Order (i) for any Defective Work which has not been corrected after notice and within the time specified therein by the District Engineer or District Inspector or (ii) for any Violation.

**3.11 Inspection Required.** Inspection of the Work must be performed by the District for all Work in the District, regardless of whether the Owner or the Owner's or User's Contractor performs the Work. The inspection of Building Sewers shall be under the direction of the District Engineer or by the District Inspector. The District shall be notified by the Owner or User or the Owner's or User's Contractor on a regular working day at least 24 hours in advance of the time the permittee requests inspection. The District Inspector may not be able to conduct the inspection on the date and time requested but shall make such inspection as soon as reasonably practicable thereafter. If an inspection is requested on a date and time which is not during normal working days or hours of the District and the District is able perform the inspection on such date and time, the Owner or User shall pay inspection fees based upon overtime rates, as set by the District from time to time. The entire length of the Building Sewer, including the junction at the District Sewer, shall be fully exposed. Any portion of the Work not done in accordance with this Code, the District Standards, the Plumbing Codes, and the instructions of the District Engineer or District Inspector, shall be corrected promptly. No Contractor, Owner, or other Person shall make any connection to a District Main Line without a Construction Permit or Work Order and authorization from the District. All connections to the District Main Lines shall be done by the District in connection with a nose-on inspection or by an Authorized (tapping) Contractor with a District Inspector present at all times. There shall be no backfilling until the inspection is made and the Work accepted. No record of inspection and approval shall be entered or issued until the Work is satisfactorily performed and accepted, in the sole discretion of the District Engineer or District Inspector. Further, in the event a User, Owner, or Contractor fails to comply with one or more requirements of this Section, the User, Owner, and/or Contractor shall be subject to an initial penalty of up to \$10,000 and up to \$1,000 per day thereafter for each day that the User, Owner, or Contractor is not in compliance with this Section, as determined by the District in the District's sole discretion.

**3.12 Re-inspection - Additional Fee.** If the District Inspector finds the Work not in conformity with this Code, the Plumbing Codes, and/or the District Standards, or if any changes are necessary requiring another inspection, a charge to be set by the District shall be paid by the Owner or Contractor for each such additional inspection.

**3.13 Survey Stakes and Markings Not to Be Removed or Altered.** Survey stakes set by the District and markings of the District must not be removed, altered, disturbed, or covered.

**3.14 Fee for Resetting Stakes and for Additional Markings.** In the event that survey stakes are not available for the District Inspector to check the Work when inspection is required or if additional markings are required, the District Inspector may refuse to make an inspection of the Work until stakes have been reset by the District and/or additional markings have been made and a fee to be set by the District has been paid by the permittee for the re-staking and/or re-marking.

**3.15 Construction Permit or Work Order Not to Be Issued Until Fees and Charges are Paid.**

**3.15.1** No Construction Permit or Work Order for a Sewer connection shall be issued until the Owner, User, or Contractor has paid all Impact Fees and all other required fees, assessments, and charges.

**3.15.2** The District shall maintain a record of the payment of said fees, assessments, and charges, together with record drawings, or other records indicating the property within the District for which said assessments and fees have been paid.

**CHAPTER 4 AUTHORIZATION TO DISCHARGE WASTEWATER**

**4.1 CVWRF Regulation.** The District is the owner of an interest in and treatment capacity in CVWRF, which is the treatment entity permitted by the Approval Authority (through delegation of authority from EPA) to treat Wastewater and discharge treated Wastewater to Jurisdictional Waters. CVWRF regulates the discharge of Wastewater by Owners and/or Users which are subject to the Pretreatment Program through CVWRF's programs, permits, rules and regulations.

**4.2 Agreement to Comply with Laws.** Each User, Owner, Contractor and other Person operating in the District and/or affecting the Facilities in any respect agrees to comply with the Laws including, without limitation, this Code, the District Standards, and all other rules and regulations of the District and the rules and regulations of CVWRF with respect to the pretreatment of Wastes and the requirements of permits for the discharge of Wastewater, which are hereby incorporated herein by reference and are enforced directly by CVWRF pursuant to authorization granted by the District. The rules and regulations of CVWRF are in full force and effect within the boundaries of the District and for all extraterritorial Service rendered by the District to entities beyond the boundaries of the District, if any. Any violations of the CVWRF rules and regulations also constitute violations of this Code and the other rules and regulations of the District and may be enforced as provided in this Code and/or the CVWRF rules and regulations.

**4.3 Monitoring Facilities.** If required by the District or CVWRF, the Owner and/or User shall provide and operate, at their sole expense, monitoring equipment and facilities approved by the Manager and CVWRF and constructed in accordance with this Code, the District Standards, and Plumbing Codes, sufficient to allow inspection, sampling, and flow measurement of the Owner's or User's facilities and Sewer systems. The monitoring equipment and facilities shall be situated on the Owner's Premises or such other location as allowed by the District and/or CVWRF. Each Owner and/or User shall ensure that there is ample room in or near the monitoring manhole and other facilities to allow accurate monitoring, sampling, and preparation of samples for analysis. The facility, sampling, and monitoring equipment shall, at all times, be maintained in safe and proper operating condition at the Owner's and/or User's sole expense.

**4.3.1** Whether constructed on public or private property, the sampling and monitoring equipment and facilities shall be provided in accordance with the District's and CVWRF's requirements, the Laws, the Plumbing Codes, and the District Standards.

Construction of the monitoring facilities shall be completed within 90 (ninety) days following commencement of the construction.

**4.4 Inspection.** All Owners and Users shall allow the District, CVWRF, and/or the Approval Authority or their representatives ready access at all times to all parts of the Premises for the purpose of inspection, sampling, records examination and/or the performance of any of their duties. The District, CVWRF, and the Approval Authority shall have the right to set up and install on the Owner's and/or User's property such devices as are necessary to conduct sampling, inspection, compliance monitoring, and/or metering operations. If an Owner or User has security measures in force which would require proper identification and clearance before entry into its Premises, the Owner or User shall make necessary arrangements with its security guards so that upon presentation of suitable identification, personnel from the District, CVWRF, and the Approval Authority will be permitted to enter the Premises, without delay, for the purposes set forth above. The District, CVWRF, and the Approval Authority are not obligated to give advance notice of such inspections, monitoring, metering or compliance monitoring activities.

**4.5 Failure to Permit Inspection.** In the event a duly authorized officer or agent of the District, CVWRF, or the Approval Authority is refused entry for inspection or other purpose for any reason, the User and Owner shall be subject to an initial penalty of up to \$10,000 and up to \$1,000 per day for each day that the District, CVWRF, and/or the Approval Authority are refused entry, as determined by the District in the District's sole discretion. Additionally, the Manager may cause Sewer service to said Premises to be discontinued until the District's, CVWRF's, and/or the Approval Authorities' agents have been afforded access to the Premises and the User's or Owner's facilities and sewer system to accomplish the inspection and/or sampling. The District and/or CVWRF are also entitled to all other remedies at law or in equity including, without limitation, monetary damages and the issuance of restraining orders and injunctions. The User or Owner refusing admission to its premises hereby consents to the issuance of such orders and injunctions granted on an emergency basis, ex parte upon a showing to the court that said User or Owner has refused admission.

**4.6 Sampling.** All measurements, tests, sample collection, and analyses required by the District and/or CVWRF shall be conducted by CVWRF or another certified laboratory selected by CVWRF or the District.

**4.7 Pretreatment.** The Users and Owners shall provide necessary Wastewater Pretreatment on the Owner's premises as required to comply with the District's requirements, the CVWRF requirements, and the Pretreatment Program as the same may be applied to the Owner and/or User, the Plumbing Codes, the District Standards, and the Laws. Any monitoring equipment and facilities required to pre-treat Wastewater to a level acceptable to the District and/or CVWRF shall be provided, operated, and maintained at the User's or Owner's sole expense. Such facilities required by the District and/or CVWRF may include the requirement for separate systems to handle sanitary and industrial Wastewater so that each can be discharged into the District's collection system independently of the other. Detailed plans showing the Pretreatment facilities and operating procedures shall be submitted to the District and CVWRF for review and shall be approved in writing by the Manager and CVWRF before construction of the facilities. The review of such plans and operating procedures will not relieve the User or Owner from the responsibility of modifying its facilities as necessary to treat its Sewage in order to produce an

effluent acceptable to the District and CVWRF under the provisions hereof. Any subsequent changes in the Pretreatment facilities or method of operation shall be reported to the District and CVWRF prior to the User's or Owner's initiation of the changes. The District and CVWRF must review and approve such changes in the Pretreatment facilities and/or methods of operation prior to the Owner's or User's initiation of the changes.

## **CHAPTER 5 FEES AND CHARGES**

**5.1 Purpose.** Each Owner, User or Authorized Contractor shall pay all Impact Fees, Rates, connection fees, inspection fees, Owner Charges, assessments, and other charges and surcharges as may be required by the District. It is the purpose of this Chapter to provide for the payment of all District costs including capital costs, overhead costs, and maintenance and operation costs. The total annual cost of operation and maintenance shall include, but is not limited to, labor, repairs, equipment replacement, maintenance, necessary modifications, power, sampling, laboratory tests, fees, fees and charges imposed by CVWRF, and a reasonable contingency fund. The charges will be based upon the quantity and composition of the Owner's or User's Wastewater, and also upon the District's capital and operating costs including, without limitation, the charges of CVWRF to the District. Some of the applicable charges shall be set forth in schedules of fees, Rates, and charges for the District, which may be updated and/or amended by the District from time to time. Further, certain Owners and/or Users are subject to the Pretreatment Program. Additional fees and charges are imposed through the Pretreatment Program. A copy of all or portions of the Pretreatment Program may be obtained from CVWRF.

**5.2 Fees and Charges.** The District's fees, Rates, and charges are determined by the District based upon schedules, studies, memoranda, and other information, which may be revised or amended from time to time. If these documents are not on the District's website, copies may be obtained from the District by giving the District at least 10 (ten) working days advance written notice and payment of the copying charges of the District. The District and the District Engineer may set fees, Rates, and charges based upon studies, memoranda, and other information after studies of an Owner's and/or User's property or facility are performed and based upon the District Engineer's judgment. The fees and charges set by the District Engineer shall be assumed to be correct, absent manifest error.

**5.2.1 Classification of Users.** The properties and/or Facilities within the District may be divided into various classifications by the District, in the District's sole discretion, including but not limited to, Single-Family Dwelling units, Multiple Family Dwelling units, duplexes, apartments, other residential, commercial, industrial, institutional, and such other classifications and sub-classifications as the District may deem appropriate, in the District's sole discretion. The District may change the category or subcategory of any of the properties and/or facilities pertaining to said properties and/or adopt different categories and subcategories from time to time, in the District's sole discretion.

**5.2.2 Rate Increases and Surcharges.** Certain Owners and/or Users shall be subject to Rate increases, additional Impact Fees, additional assessments, and/or surcharges for Sewage which contains or may contain BOD, TSS, Pollutants, fats, oil and grease, and other substances in excess of Normal Domestic Wastewater.

**5.2.3 Fees and Charges.** The District may adopt fees and charges, which may include, but not be limited to, the following:

**5.2.3.1** Fees for all District costs, including, without limitation, maintenance and operation and capital costs and reserves.

**5.2.3.2** Impact fees.

**5.2.3.3** Engineering fees.

**5.2.3.4** Fees for monitoring, inspections, and surveillance procedures to include, but not limited to, sampling, and laboratory analysis.

**5.2.3.5** Fees for reviewing accidental discharge procedures and construction.

**5.2.3.6** Fees for cleaning, maintenance, and repair of Facilities necessitated by a User's, Contractor's, or Owner's facilities and/or operations.

**5.2.3.7** Fees, charges, damages, and liabilities for Sewer backups caused by a User's or Owner's facilities and/or operations.

**5.2.3.8** Fees, charges, and damages for injury or damage to any of the Facilities.

**5.2.3.9** Fees for permit applications.

**5.2.3.10** Fees for filing appeals.

**5.2.3.11** Fees for removal of Pollutants by the District and/or CVWRF.

**5.2.3.12** Fees for labor or services provided by the District.

**5.2.3.13** Fees for repairs and disconnection.

**5.2.3.14** Fees for inspections and surveys.

**5.2.3.15** Fees for development, repair, construction, updating, and expansion of the Facilities.

**5.2.3.16** Fees for the Owner's and/or User's share of CVWRF costs, assessments, or charges.

**5.2.3.17** Other fees, charges, and costs as the District may deem appropriate or necessary from time to time including, without limitation, all fees and charges pertaining to the restoration of Service to a building or Premises.

**5.2.4 Damage to Facilities.** The Owner and/or User shall pay for all costs incurred if the Owner and/or User's discharge causes any damage to the Facilities or causes an obstruction or increased costs due to the nature of the discharge.

**5.2.5 Deposits.** The Owner and/or User shall make all other deposits required by the District including, without limitation, manhole and cleaning deposits. Each of the deposits shall be refunded to the Owner or User at such time as the Owner or User has complied with the District Standards pertaining to the deposit or deposits.

**5.2.6 Review of Owner Charges.** The District may periodically review the District's total cost of operation, improvements, and maintenance, (including the District's share of costs for operation, improvements, and maintenance of the CVWRF Facilities and improvements) and the District's estimated need for future Facilities and improvements, and the amount the District charges each category of Owners and/or Users. If necessary, the District shall amend the Owner Charges to afford equitable treatment of each category of Owner and/or User and/or to assure that the District has sufficient funds to operate and maintain the District and the Facilities. Notwithstanding any other provision of this Code and/or the rules, regulations, and ordinances of the District, the District shall not be obligated to refund Impact Fees or connection fees paid by an Owner and/or User. If the usage of a Premises changes such that the Wastewater produced by the Premises decreases in quantity or Strength, the District, may, in the District's sole discretion, elect to reduce the Owner Charges for the Premises based upon information and studies available to the District.

**5.2.7 Impact Fees Attributable to Change in Use.** If the Owner or User of a building, structure, or property changes the use of said building, structure, or property which increases the impacts of said building, structure, or property on the System or POTW in any respect, the Owner shall be liable to the District to pay all Impact Fees and charges attributable to such increase resulting from such change in use. The District Engineer shall make the determination of the increase based upon the rules, regulations, and procedures of the District in effect at the time of the change in use. The District Engineer may, in the District Engineer's sole discretion, allow credits for prior impacts on the System and/or the POTW based upon the number of Residential Equivalent Units with respect to the Owner's or User's Premises (the "Subject Premises") which were subject to Owner Charges prior to the change in use. If impact fee credits are allowed, said credits will be applied to the Owner's or User's development or project on the Subject Premises on a "first-in, first-out" basis, i.e., to the extent not previously applied to the Owner's or User's first building or structure constructed on the Subject Premises, the remaining credits, if any, shall be applied entirely to the next building or structure constructed on the Subject Premises and, to the extent any credits remain, entirely to the next building or structure built on the Subject Premises. All such credits shall apply only to the Subject Premises and are not transferable to any other Premises, building or property. No credits will be allowed unless all prior connections are properly plugged and capped in accordance with District Standards and the plugged and capped connections are witnessed by the District's inspector. Nothing contained herein shall preclude or restrict the District's ability to impose special assessments against benefitted property Owners to cover the cost of installing, moving, or replacing Sewer lines and/or Facilities in accordance with the provisions and requirements of State law.

### 5.3 Collection Procedures.

**5.3.1 Charges - Responsibility of Owner.** The Owner of any Premises connected or to be connected with the Sewer shall be responsible for payment of all fees and charges, as set forth above.

**5.3.2 Periodic Billing Statements.** The District shall periodically bill the Owners and/or Users based upon the characteristics of the Owner's and/or User's facility or facilities at the Rates established by the District. The Owner is solely responsible for all payments.

**5.3.3 Delinquency.** Fees and charges levied in accordance with this Chapter shall be a debt due to the District. If this debt is not paid within 30 (thirty) days after billing, it shall, at the District's option, be deemed delinquent and subject to penalties and may be recovered by civil action and/or by certification of the debt to the real property taxes of the Owner. Further, the District shall have all other rights and remedies at law or in equity including, without limitation, the right to terminate Service and enter upon private property, without liability to the Owner, User, or other Persons for accomplishing such purposes.

**5.3.4 Collection, Accounting, Costs.** The District shall receive and collect the fees and charges levied under the provisions of this Code. In the event of partial payment, the District may apply said payment to any sums due the District in the District's sole discretion including, without limitation, the costs referred to in Section 5.3.6 below.

**5.3.5 Tax Certification Authority.** In addition to any other remedies provided herein, the District may, at any time, or from time to time, certify delinquent fees and charges pertaining to a Premises to the Salt Lake County Treasurer, pursuant to the provisions of Utah Law, which certification shall become a lien on the Premises and which must be paid by the Owner of the Premises. The amount of said certification shall consist of all amounts due the District for the District's fees, costs, and charges, and/or as a result of a delinquency or Violation.

**5.3.6 Costs Resulting from Violations.** Any Owner or User or other Person failing to pay any fees or charges of the District and/or committing any Violation shall pay all costs incurred by the District which result from or are related to the Violation including, without limitation, all costs and expenses of collection, attorney's fees and costs, all costs of suit and appeal, and any and all costs incurred by the District as a result of the District's being made party to any litigation or other judicial or non-judicial proceeding as a direct or indirect result of the Violation (the "Costs"). The Costs shall be paid whether suit be brought or not, and whether they are incurred through administrative proceedings, courts of original jurisdiction, courts of appellate jurisdiction, bankruptcy court, or through other legal or administrative proceedings or in giving advice and counsel to the District regarding a dispute and/or respecting the failure to pay the District's fees and charges and/or respecting the Violation or potential Violation.



**5.3.7 Restoration of Service.** The District shall not restore Service until all charges, including the costs referred to in Section 5.3.6 above, and the expense of termination and restoration of Service (if applicable), have been paid.

## CHAPTER 6 ENFORCEMENT AND PENALTIES

**6.1 Enforcement and Penalties.** The District, in its sole discretion, may adopt additional rules, regulations, policies, procedures, and implement penalties for the administration, and enforcement of this Code.

**6.2 Notification of Violation.** Whenever the District finds that any User, Owner, Contractor, or other Person has committed a Violation, the District, CVWRF, or its or their attorney may, in the District's and CVWRF's sole discretion, notify the User or Owner in writing of the Violation (a "Notice of Violation"). The Notice of Violation will instruct the User, Owner, Contractor, or other Person to forthwith comply with the demands stated in the Notice of Violation and to submit to the District a plan of corrective action. The Notice of Violation may include a cease and desist order.

**6.3 Methods of Notification.** All notifications required by this Code shall be given to the User, Owner, Contractor, or other Person or a registered agent either by delivering the notification to the Person committing the Violation, by registered or certified mail, by overnight courier service, or other method allowed by law. If the District is not able to give the notice of violation to the User, Owner, Contractor, or other Person or a registered agent by one of the methods set forth above, notice may be given by posting notice on the Owner's and/or User's property or by publication.

**6.4 Cessation of Operations and/or Suspension of Service.** The District may order cessation of operations on the Premises and/or suspend Service without notice or hearing if the District and/or CVWRF determines that the cessation or suspension is necessary to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of Persons, may cause damage to property, may cause environmental degradation, may cause Interference, or may cause the District and/or CVWRF to violate any condition or conditions of the Permits.

**6.5 Actions Required.** Any person receiving a Notice of Violation which includes a cease and desist order shall immediately cease operations on the Premises and/or stop or eliminate the discharge. In the event of a failure of the Owner or User to comply voluntarily with the cease and desist order or immediately stop or eliminate the discharge, the District and/or CVWRF may, in the District's sole discretion, take such steps as the District and/or CVWRF deems necessary to prevent or minimize damage to the Facilities or endangerment to any Person or property, which actions may include immediate severance of the Sewer connection. The User and/or Owner shall pay all District and CVWRF costs and expenses resulting from such Violation or Violations. The Owner and/or User shall also submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent any future occurrence to the District and CVWRF within 10 (ten) days of the date of the occurrence.

**6.6 Enforcement Action.** Any Owner and/or User who violates any of the Laws or any of the following conditions, is subject to enforcement action by the District and/or CVWRF:

**6.6.1** Failure of an Owner and/or User to factually report the constituents and characteristics of its Discharge;

**6.6.2** Failure of the Owner and/or User to report changes in its operations or facilities that may impact the quantity, constituents, and characteristics of its Discharge;

**6.6.3** Refusal of access to the Owner's and/or User's Premises for the purpose of inspection or monitoring;

**6.6.4** Violation of conditions of the Owner's and/or User's Construction Permit or Work Order and/or other permits;

**6.6.5** Failure to pay any District or CVWRF fees or charges;

**6.6.6** Encouraging, permitting, or committing damage or interference to flow measuring equipment, monitoring equipment, surveillance equipment and/or the Facilities.

**6.6.7** Interfering with any personnel acting under the provisions of the Laws, this Code, and/or other District rules and regulations.

**6.6.8** Any other Violation.

**6.7 Referral for Prosecution.** All Violations which are also punishable under State law may be referred to the Salt Lake County Attorney's Office, or other applicable criminal enforcement authority for consultation and the commencement of criminal prosecution.

**6.8 Civil Liability for Surcharge Expenses.** Any person that violates any provision of this Code shall be liable to the District and/or CVWRF for all expenses, losses, damages, and surcharges incurred by the District and/or CVWRF as a result of the Violation; including any increased costs for managing Wastewater or Sludge which result from the Owner's or User's Discharges.

## **CHAPTER 7 CLAIMS, PROCEDURES, AND REMEDIES**

**7.1 Claims Against the District.** Any Person believing that such Person has a Claim against the District or against an employee of the District for an act or omission occurring during the performance of the employee's duties, within the scope of employment, or under color of authority, regardless of whether or not the function giving rise to the Claim is characterized as governmental or discretionary, must (i) file a written notice of the Claim pursuant to the provisions of the Governmental Immunity Act with the District and the District's attorney on the form prepared by the State (if then available), must contain all of the information required under the Governmental Immunity Act, and must be filed with the District and the District's attorney within the time allowed under the Governmental Immunity Act and (ii) said Person shall comply with all of the provisions of and be subject to the Governmental Immunity Act. The District shall

have all rights, remedies, and immunities afforded the District under the Governmental Immunity Act and/or other applicable laws, ordinances, rules, and regulations. Information pertaining to the filing of a notice of claim can be found on the Utah Governmental Immunity Database.

## **7.2 Administrative Procedures and Remedies.**

**7.2.1 Show Cause Hearing.** The District may, in its sole discretion, order any Owner, User, or Contractor to show cause before the Board why the District should not take an enforcement or other action against the Owner, Contractor and/or User. A notice shall be served on the Owner, Contractor, and/or User specifying the time and place of the hearing the reasons why the action is to be or was taken, the nature of the enforcement or other action, and directing the Owner, Contractor, and/or User to show cause before the Board why the District should not take the enforcement or other action (the “Show Cause Hearing”). The notice of the Show Cause Hearing shall be sent by Certified or Registered Mail or by overnight courier at least ten (10) days before the Show Cause Hearing. The District need not order a Show Cause Hearing before taking an enforcement or other action.

**7.2.2 Disputing or Contesting District Decisions.** A User, Owner, Contractor, or other Person who disagrees with a District Decision, order, or action, which does not constitute a Claim must, prior to filing any litigation or proceeding against the District, file with the District a written notice (a “Notice”) identifying the District Decision of the District adverse to the User, Owner, Contractor or Person and the reason for the disagreement. The Notice must contain a detailed explanation and specific information with respect to the District Decision and the disagreement, contain all relevant facts and details, copies of documents, photographs (if applicable), a listing of potential witnesses and their relationship to the District Decision, and all other information and evidence.

**7.2.3 Designation of Hearing Entity.** After review of the information provided pursuant to Section 7.2.2, the General Manager may conduct a hearing (the “Hearing”) review the information and evidence, or may designate any officer or employee of the District, or contract with others (the “Hearing Entity”) to:

**7.2.3.1** Issue in the name of the District notices of Hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such Hearing;

**7.2.3.2** Take the evidence;

**7.2.3.3** Prepare a report of the evidence and Hearing, including transcripts where requested and the decision of the Hearing Entity.

**7.2.4 Testimony.** At any Hearing, testimony may be recorded.

**7.2.5 District Orders and Directives.** The District Manager may issue a cease and desist order, without conducting a Hearing and/or either before or after the Hearing, requiring the Owner and/or User responsible for a Violation to discontinue discharging Sewage to the System unless the Owner and/or User or other Person committing the

Violation or Violations immediately remedies the Violation or Violations to the satisfaction of the District's General Manager and District Engineer. The District may also issue any other orders, directives, and decisions consistent with this Code and the Laws.

**7.3 Appeal Procedure.** Any Owner, User, Contractor, permit applicant, or permit holder affected by any District Decision, action, or determination including, without limitation, cease and desist orders (a "District Decision"), may file a written request for reconsideration (the "Request for Reconsideration") with the District Manager within ten (10) days of the District Decision. The Request for Reconsideration shall set forth in detail the reason(s) for such request, the facts supporting the Request for Reconsideration and shall include copies of all relevant documents and information pertaining thereto, which was not included with the Notice. If the Request for Reconsideration is not filed within the ten (10) day period, the District Decision shall be final and binding upon the Owner, User, Contractor, permit applicant, permit holder, or other Person filing the Request for Reconsideration. The District Manager may elect to rule on the Request for Reconsideration without a Hearing or hold an additional Hearing (the "Reconsideration Hearing") on the Request for Reconsideration, which shall be attended by the appellant and the attorney for the appellant (if the appellant has engaged the services of an attorney). The Reconsideration Hearing shall also be attended by the District Manager, the attorney for the District, the District Engineer, and/or any other officers or employees of the District as the District deems appropriate. The Request for Reconsideration shall be acted upon by the District Manager within 30 (thirty) days from the date of filing of the Request for Reconsideration or within 30 (thirty) days after the close of the Reconsideration Hearing (if the Reconsideration Hearing is elected by the District Manager). The decision of the District Manager is hereinafter referred to as the "Manager's Decision." The District Decision shall remain in effect during such period of review by the District Manager and at all times after the Reconsideration Hearing. If the District Manager does not act upon the Request for Reconsideration within 30 days after filing of the Request for Reconsideration or within thirty days after the Reconsideration Hearing, if elected by the District Manager, and/or does not render the Manager's Decision, the District Decision shall, subject to Section 7.4, be final and binding.

**7.4 Final Appeal to the Board.** If the Person appealing is not satisfied with the District Decision rendered after the Request for Reconsideration or after the Reconsideration Hearing, if elected by the District Manager, she or he may file a written appeal to the Board within ten (10) days after receipt of the Manager's Decision or, if the District Manager does not give the Manager's Decision, within ten (10) days after the applicable 30-day period has expired. If the written appeal is not filed within said ten (10) day period, the Manager's Decision or District Decision, as applicable, shall be final and binding upon the User, Owner, Contractor, permit applicant, or permit holder and no further legal or other action may be taken. If the written appeal is filed within the ten (10) day period, the Board may, in its sole discretion, either conduct a new hearing (a "Board Hearing") with the same evidence and witnesses as required in the Hearing or make a decision based upon the information provided in the appeal. The Board shall issue a final decision on the appeal (the "Board Decision") within thirty (30) days after receipt of the appellant's written appeal, unless the Board conducts a Board Hearing, in which case the Board Decision shall be issued within thirty (30) days after the Board Hearing. The District Decision and the Manager's Decision shall remain in effect during such period of review by the

Board and at all times during the appeal of the Manager's Decision. The Board Decision shall be final and binding on the Owner, User, permit applicant, permit holder, or other Person and no legal action, administrative proceeding, or other action or proceeding may be taken by such Owner, User, permit applicant, permit holder, or other Person.

**7.5 Exhaustion of Administrative Remedies.** Except for challenging Impact Fees of the District pursuant to Section 7.6 which challenges are governed by the Impact Fees Act, the Impact Fee Enactment, and this Code and except for Claims which are governed by the Governmental Immunity Act, the District Decisions, the Manager's Decisions and the Board Decisions (if applicable) are final and binding upon said Owner, User, Contractor, Construction Permit or Work Order applicant, Construction Permit or Work Order holder, or other Person disputing any District Decision. An Owner, User, Contractor, Construction Permit or Work Order applicant, Construction Permit or Work Order holder, or other Person disputing any District Decision, Manager's Decision and/or Board Decision must fully and completely exhaust all of the administrative remedies set forth herein.

**7.6 Challenges – Impact Fees.** The foregoing provisions of this CHAPTER 7 shall not apply to the District's Decisions with respect to the assessment and collection of Impact Fees, which shall be governed under the Impact Fees Act, the Impact Fee Program, and the Impact Fee Enactment. The procedures for challenging an Impact Fee are set forth in the Impact Fee Enactment. The AAP is set forth in the Impact Fee Enactment. A challenge pertaining to Impact Fees is initiated by an Owner by filing a Request for Information, as set forth in the Impact Fee Enactment. The time limitations for filing a Request for Information are set forth in the Impact Fee Enactment.

**7.7 Legal Action by District Authorized.** The District may commence an action for appropriate legal and/or equitable relief, including injunctive relief against any Owner, User, Contractor, or other Person committing a Violation. If the action is for legal or equitable relief against a Contractor such action may include a cause or causes of action which temporarily or permanently prohibit said Contractor from doing any further work in the District.

**7.8 Criminal Penalties and Fines.** Violations of this Code and/or the Laws, may constitute crimes, subject to prosecution under the Laws, which may subject the violator to fines and penalties.

**7.9 Termination of Service.** The District may terminate Service to any Owner or User for a Violation or Violations. The District shall be entitled to a court order or orders allowing termination, given by a court on an emergency basis, ex parte, with respect to any such Violation or Violations.

**7.10 Civil Fine Pass Through.** In the event that a User, Owner, Contractor, or other Person discharges any Pollutant or Pollutants which cause the District and/or CVWRF to violate any condition of the Permits and the District and/or CVWRF is fined by a governmental agency for such violation or violations, then such Owner or User shall be fully liable for the total amount of the fine assessed against the District and/or CVWRF by the governmental agency and all of the District's and CVWRF's attorneys' fees and costs with respect thereto.

**7.11 Falsifying Information.** Any User, Owner, Contractor or other Person who makes false statements, representations or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant hereto, or wastewater discharge permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required herein shall have committed a Violation and shall also be subject to criminal and civil penalties and fines.

**7.12 Additional Penalties.** In addition to the penalties provided herein, the District and/or CVWRF may recover reasonable attorneys' fees, court costs, court reporters' fees, and other expenses of litigation and/or administrative proceedings from the Person committing a Violation, including, without limitation, all such costs, fees, and expenses incurred upon appeal or in bankruptcy court.

## **CHAPTER 8 UTAH GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT**

The District is subject to and complies with GRAMA. GRAMA provides the basis and authority for the District's information practices including classification, designation, access, denials, segregation, appeals, management, retention, and amendment of records. The District applies GRAMA's standards for classification and designation of its records as public, private, controlled, protected or restricted. The General Manager shall be considered to be the District's executive officer and its chief administrative officer for all purposes under GRAMA. The District, in the District's sole discretion, may, at any time, establish an appeals board to decide an appeal of the decision of the executive officer and the chief administrative officer affirming an access denial pursuant to GRAMA. The District shall charge and collect those costs and fees allowed by GRAMA for responding to a request for a record. The General Manager may waive any cost or fee in accordance with GRAMA. Pursuant to GRAMA, a request for a District record shall be directed to the District Clerk with a copy to the District Manager at the District's office located at 3932 South 500 East, Salt Lake City, Utah 84107-1895. Notwithstanding the foregoing, the District is not required to fulfill a Person's records request if the record requested is publicly accessible online, included in a public publication or product produced by the District, or is not otherwise required under GRAMA.

## **CHAPTER 9 CONFLICT AND SEVERABILITY**

The District's prior Wastewater Control Rules and Regulations (denominated *Salt Lake City Suburban Sanitary District #1 And Central Valley Water Reclamation Facility Wastewater Control Rules and Regulations*), as amended are hereby repealed and replaced in their entirety by this Code. If there is a conflict between any provision or provisions of this Code and any other rule, regulation, or ordinance of the District, the relevant term or provision of this Code shall control. This Code and all other rules, regulations, and ordinances of the District are intended to be complementary and shall be interpreted as such, to the fullest extent possible. If any provision, paragraph, word, Section or Chapter of this Code is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, Sections, and Chapters shall not be affected and shall continue in full force and effect.

## **CHAPTER 10 AMENDMENT PROCESS**

This Code may be amended or revised from time to time by a majority vote of the Board, pursuant to a proper resolution of the Board.