

# FOREWORD

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# **NORTH DAVIS SEWER DISTRICT ORDINANCES**

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## **NORTH DAVIS SEWER DISTRICT BOARD OF TRUSTEES**

**BOARD CHAIR  
VICE-CHAIRMAN  
TREASURER**

**JOE PAUL  
DAVE MAUGHAN  
BRIAN VINCENT**

**LANCE HAMBLIN  
HOWARD MADSEN  
DAVE MAUGHAN  
DANE SEARL  
KARECE THOMPSON**

**DISTRICT MANAGER  
DISTRICT CLERK**

**DAVID HATCH  
ANGELA M. LUPCHO**

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**2024**

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Compiled and Edited by

**NORTH DAVIS SEWER DISTRICT**



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**TITLE 1**  
**GENERAL PROVISIONS**

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## **CHAPTER 1**

### **DISTRICT ORDINANCES**

1-1-1	Official Designation
1-1-2	Separability
1-1-3	Amendments
1-1-4	Judicial Notice
1-1-5	Conflict of Laws
1-1-6	Application
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#### **1-1-1 OFFICIAL DESIGNATION**

Upon adoption by the Board of Trustees of the North Davis Sewer District the Ordinances of North Davis Sewer District, Utah, as revised, and as compiled and herein set forth are to be and shall hereafter constitute the official "North Davis Sewer District Ordinances" (sometimes referred to herein as the "Ordinances"). The first number in these Ordinances shall be known and designated as the Title number, the second number as the Chapter number and the third number as the Section number.

#### **1-1-2 SEPARABILITY**

If any section, subsection, sentence, clause, or phrase of these Ordinances is for any reason held to be unconstitutional or invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

#### **1-1-3 AMENDMENTS**

These Ordinances may be amended from time to time in accordance with and in compliance with the laws of the State of Utah and the Ordinances of the North Davis Sewer District. Such amendments may be made by repealing, adding to, deleting from or otherwise altering or changing any part of these Ordinances.

#### **1-1-4 JUDICIAL NOTICE**

Upon passage, these Ordinances shall thereafter be received without further proof in all courts of law and equity and in all administrative tribunals of this State and in all United States Federal Courts as the official Ordinances of the North Davis Sewer District of general and permanent effect.

#### **1-1-5 CONFLICT OF LAWS**

Whenever anything in these Ordinances or amendments thereto shall be or become in conflict with any provision or provisions of the laws of the State of Utah or the United States, such provision shall be deemed to be repealed and to be of no effect for such period as such law so in conflict therewith shall remain in effect, and such law shall govern.

#### **1-1-6 APPLICATION**

1. Whenever the doing of any act or the omission to do any act constitutes a breach of any section or provision of these Ordinances, and there shall be no fine or penalty specifically declared for such breach, the provisions of this Chapter shall apply.

2. A separate offense shall be deemed committed upon each day during or on which a breach or violation occurs or continues.

3. In all cases where the same offense is made punishable or is created by different clauses or sections of these Ordinances the prosecuting officer may elect under which to proceed; but not more than one (1) recovery shall be had against the same person for the same offense; provided, that the revocation of a license or permit shall not be considered a recovery or penalty so as to bar any other penalty being enforced.

**1-1-7 UTAH CODE**

All provisions of the Utah Code which impose a mandatory duty or responsibility upon the North Davis Sewer District are hereby adopted by reference, incorporated herein, and shall be considered a part of these Ordinances. Such adoption by reference shall include any future amendments or enactments which may be adopted by the Utah State Legislature.



**CHAPTER 2**

**REPEAL AND SAVING PROVISIONS**

1-2-1	Repeal of General Ordinances
1-2-2	Saver from Repeal
1-2-3	Court Proceedings

**1-2-1 REPEAL OF GENERAL ORDINANCES**

All general Ordinances and Resolutions of the North Davis Sewer District passed prior to the adoption of these Ordinances and which relate to the same subject matter are hereby repealed to the extent that they are inconsistent or in conflict, except those Ordinances which are by the next Section expressly saved from repeal. Ordinances and Resolutions previously adopted, but inadvertently not provided for or repeated herein are not repealed.

**1-2-2 SAVER FROM REPEAL**

All existing Ordinances and Resolutions of North Davis Sewer District that are contractual in character, including franchises, grants, and dedications; special tax ordinances; all ordinances and resolutions relating to bond issues; improvement ordinances, and other ordinances pertaining to subjects not provided for herein, are hereby expressly saved from repeal and are hereby declared to be remaining in full force and effect.

**1-2-3 COURT PROCEEDINGS**

1. No new ordinance shall be construed or held to repeal a former ordinance as to any offense committed in violation of such former ordinance or as to any act done, any penalty, forfeiture or punishment so incurred, or any right accrued or claim arising under the former ordinance, or in any way whatever to affect any such offense or act so committed or so done, or any penalty, forfeiture or

punishment so incurred or any right accrued or claim arising before the new ordinance takes effect, save only that the proceedings thereafter shall conform to the ordinance in force at the time of such proceeding, so far as practicable. If any penalty, forfeiture or punishment be mitigated by any provision of a new ordinance, such provision may be by the consent of the party affected, applied to any judgment announced after the new ordinance takes effect.

2. Nothing contained in this or the preceding paragraphs shall be construed as abating any action now pending under or by virtue of any general ordinance of the North Davis Sewer District herein repealed; or as discontinuing, abating, modifying or altering any penalty accrued or to accrue, or as affecting the liability of any person, firm or corporation, or as waiving any right of the North Davis Sewer District under any ordinance or provision thereof in force at the time of the adoption of these Ordinances.

## CHAPTER 3

### PENALTY AND LIABILITY

1-3-1	Penalty
1-3-2	Liability of Employers and Agents
1-3-3	Liability of Officers

#### **1-3-1 PENALTY**

1. Unless otherwise provided, any person who shall violate any provision of these Ordinances shall be guilty of a Class B misdemeanor and shall for any one (1) offense be punished by a fine of not more than One Thousand Dollars (\$1,000.00) or by imprisonment not to exceed six (6) months or by both such fine and imprisonment.

2. Unless otherwise provided, any corporation, association, partnership or governmental instrumentality which shall violate any provision of these Ordinances shall be guilty of a Class B misdemeanor and for any one (1) offense shall be punished by a fine of not more than Five Thousand Dollars (\$5,000.00).

#### **1-3-2 LIABILITY OF EMPLOYERS AND AGENTS**

When the provision of an ordinance prohibits the commission or omission of an act not only the person actually doing the prohibited thing or omitting the direct act, but also the employer and all other persons concerned or aiding or abetting therein shall be guilty of the offense described and liable to the penalty prescribed for the offense.

### **1-3-3 LIABILITY OF OFFICERS**

No provision of these Ordinances designating the duties of any officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty provided for a failure to perform such duty, unless the intention of the Board of Trustees to impose such fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.

## CHAPTER 4

### DEFINITIONS

- 1-4-1 Construction of Words
- 1-4-2 Definitions

#### **1-4-1 CONSTRUCTION OF WORDS**

In the construction of these Ordinances and all Ordinances amendatory thereof, the singular number shall include the plural and words used in the masculine gender shall comprehend, as well, the feminine and neuter, providing such construction would not be inconsistent with the manifest intent of or contrary to the context of the Ordinance. The word "shall" is always mandatory and not merely directory.

#### **1-4-2 DEFINITIONS**

Whenever the following words or terms are used in these Ordinances, they shall have the meaning herein ascribed to them, unless the content makes such meaning repugnant thereto. These definitions are general in nature and when a particular Title contains a specific definition which is inconsistent with or in conflict with these general definitions, the specific definition shall apply:

**Agent** - The word "agent" as used in these Ordinances shall mean a person acting on behalf of another.

**Board** - The word "Board" shall mean the Board of Trustees.

**Board of Trustees** - The "Board of Trustees" means the governing body of the District.

**Chairman** - The word "Chairman" means the Chairman of the Board of Trustees.

**District** - The word "District" shall mean the North Davis Sewer District, Utah.

**District Counsel** - Whenever the term "District Counsel" is used in this Ordinance, it shall mean the Attorney for North Davis Sewer District.

**Knowingly** - The word "knowingly" imports only a knowledge that the facts exist which brings the act or omission within the provisions of these Ordinances. It does not require any knowledge of the unlawfulness of such an act or omission.

**Manager** - The word "Manager" shall mean the chief administrative officer of the District or designated representative.

**Misdemeanor** - The word "misdemeanor" shall mean any offense in violation of the provisions of these Ordinances and shall be classified as a Class B misdemeanor as defined by State Law, unless a different classification is clearly stated.

**Negligent** - The word "negligent" as well as "neglect," "negligence," and "negligently" imports a want of such attention to the nature of probable consequences of the act or omission as a prudent person ordinarily bestows in acting in his own concern.

**Nuisance** - The word "nuisance" shall mean anything offensive or obnoxious to the health and welfare of the inhabitants of the District; or any act or thing repugnant to, or creating a hazard to, or having a detrimental effect on the property of, another person or the community; or such other meaning as may be set forth in pertinent State law.

**Occupant** - The term "occupant" applied to a building or land shall include any person who occupies the whole or any part of such building or land whether alone or with others, unless another definition is stated.

**Offense** - The word "offense" shall mean any act forbidden by any provision of these Ordinances or the omission of any act required by the provisions of these Ordinances.

**Officers** - Whenever reference is made in these Ordinances to a District Officer by title only, this shall be construed as though followed by the words "of North Davis Sewer District."

**Operator** - The word "operator" shall mean the person who is in charge of any operation, business or profession.

**Ordinances** - "Ordinances" unless otherwise stated shall mean these Ordinances.

**Owner** - The word "owner" applied to a building or land shall include any part-owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or land.

**Person** - The word "person" shall include any individual, firm, corporation, association, partnership, or any other form of association or organization.

**Personal Property** - The term "personal property" shall include every description of money, goods, chattels, effects, evidence of rights in action and all written instruments by which any pecuniary obligation, right or title to property is created, acknowledged, transferred, increased, defeated, discharged or diminished and every right or interest therein.

**State** - The term "State" shall mean the State of Utah.

**Willfully** - The term "willfully" when applied to the intent with which an act is done or omitted, implies simply a purpose of willingness to commit the act or make the omission referred to. It does not require any intent to violate law, or to injure another, or to acquire an advantage. Specific definitions are set forth in various Chapters of these Ordinances and have the same weight of authority as if stated in this Chapter.

Whenever there is any conflict between the general definitions set forth in this Chapter and a specific definition set forth elsewhere, the specific definition shall govern. Definitions set forth in the statutory provisions pertaining to Local Districts as codified in Title 17B and Title 17B, Chapter 2a, Part 4, Utah Code Annotated, 1953, or any subsequent amendments, are hereby adopted and shall apply when appropriate to the implementation of these Ordinances.



**TITLE 2**

**DISTRICT GOVERNMENT**

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## **CHAPTER 1**

### **OFFICIAL NAME AND GOVERNING LAW**

- 2-1-1 Official Name
- 2-1-2 Governing Law

#### **2-1-1 OFFICIAL NAME**

The official and legal name of The District is and shall be "North Davis Sewer District."

#### **2-1-2 GOVERNING LAW**

The District was created and functions in accordance with the laws of Utah pertaining to Local Districts as adopted by the Utah State Legislature and presently codified as Title 17B, Utah Code Annotated, 1953. The District shall have, enjoy and exercise all of the rights, powers and authority vested in it, specifically or by implication, under the laws of the State of Utah as they presently exist or as they may hereinafter be amended.

The District is particularly governed by the provisions of Title 17B, Chapter 2a, Part 4, Utah Code Annotated, 1953.



## **CHAPTER 2**

### **BOARD OF TRUSTEES**

- 2-2-1 Meetings
- 2-2-2 Attendance
- 2-2-3 Rules - Expulsion of Member
- 2-2-4 Board Member Qualification
- 2-2-5 Organization of Board of Trustees
- 2-2-6 Powers and Duties of the Board
- 2-2-7 Duties of Chairman of the Board of Trustees
- 2-2-8 Duties of Vice-Chairman
- 2-2-9 Duties of the Treasurer
- 2-2-10 Duties of the Clerk
- 2-2-11 Compensation
- 2-2-12 Electronic Device Policy
- 2-2-13 Electronic Meetings - Participation Electronically
- 2-2-14 Board of Ethics

#### **2-2-1 MEETINGS**

The Board of Trustees shall hold regular monthly meetings at its official meeting place in the District Offices, 4252 West 2200 South, Syracuse, Davis County, Utah, on the 2nd Thursday of each month at the hour of 6:00 p.m. prevailing official time. In the event any such official meeting date should fall on a legal holiday, the meeting shall be held the preceding day. In the event an emergency should arise or it should appear a quorum cannot be obtained for any such official meeting, the Board-Chairman or Vice-Chairman may declare the meeting continued to a day certain or until the next official meeting date.

Special meetings may be called by the Chairman of the Board of Trustees or the Vice- Chairman in the Chairman's absence or by any three concurring members of the Board. The District Manager shall post the agenda for each meeting as required by the Open Meeting Law of the State of Utah. Such posting of the Agenda shall be in the Main Office of the District.

### **2-2-2 ATTENDANCE**

Each Board of Trustee member has the responsibility to attend and participate in all scheduled board meetings to assure appropriate representation and participation in District business. Board members unable to attend a scheduled meeting shall notify the Board Chairman, Vice-Chairman, or Clerk prior to the meeting. Board Members shall maintain a minimum of 75% annual attendance at meetings. Extenuating circumstances, such as illness, may require a Trustee to miss several meetings during the year. In such cases where Board Members may exceed the allowed absence limit, the Board will make the final decision based on a case-by-case review by the Board Chairman, who shall make a recommendation to the member involved, to the Board, and then to the representative city/county as to whether the member should remain on the District Board or be replaced.”

### **2-2-3 RULES - EXPULSION OF MEMBER**

The Board shall determine its own rules of proceedings, may punish its members for disorderly conduct, and with the concurrence of two-thirds of the members may expel a member for cause.

### **2-2-4 BOARD MEMBER QUALIFICATION**

#### **2-2-4 BOARD MEMBER QUALIFICATION**

1. No elected or appointed member of the Board of Trustees may be a full or part-time employee of the District while serving on the Board of Trustees.
2. No person employed by the District as a full-time or part-time employee may serve on the Board of Trustees of the District.
3. A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service.
4. Board Members shall otherwise be qualified, elected, or appointed, and serve as required by and in accordance with the provisions of Title 17B, Utah Code Annotated, 1953.

## **2-2-5 ORGANIZATION OF BOARD OF TRUSTEES**

The Board of Trustees at its January meeting in each even numbered year shall re-organize by:

1. Electing by majority vote of all Trustees the Chairman of the Board of Trustees. The then-present Chairman shall be eligible for re-election.
2. Electing by a majority vote of all Trustees a Vice-Chairman of the Board. The then-present Vice-Chairman shall be eligible for re-election.
3. Appointing a Clerk and Treasurer of the Board of Trustees and the then present Clerk and/or Treasurer shall be eligible for re-appointment.

## **2-2-6 POWERS AND DUTIES OF THE BOARD**

The Board of Trustees shall be the governing body of the District and as such shall perform all functions, duties, and operations necessary and consistent with the operation of the affairs of the District. Said Board shall have all powers granted to it by the laws of the State of Utah and particularly Title 17B, Utah Code Annotated, 1953, as amended.

A. Duty to District: Members of the Board have a clear fiduciary obligation to the District in connection with their service in such capacity. At all times Board members shall act in a manner consistent with this fiduciary obligation and shall exercise particular care that no detriment to the interests of the District (or appearance of such detriment) may result from a conflict between those interests and any personal interests which the individual Board member may have, or between the interests of the District and the Board member's interests as a voting member of the Board.

B. Areas of Potential Conflict: Conflicts of interest could arise in situations in which Board members may have the opportunity to influence the District's or Board's business decisions, directly or indirectly, in ways that could lead to personal gain or give the Board member an improper advantage. Such situations shall be disclosed.

C. Disclosure: All actual and potential conflicts of interest shall be disclosed by Board members to the Board Chairman and District Manager whenever a conflict or potential conflict arises. Such disclosure shall be made immediately after the conflict or potential conflict becomes known.

D. Compliance with Law: Board members shall agree to comply at all times with the provisions of the Utah Public Officers and Employees Ethics Act §67-16-1 et seq., Utah Code Annotated, 1953, and all other statutes, rules, and ordinances of the State of Utah and the District pertaining to conflicts of interest.

E. Closed Meeting Confidentiality: Board members and employees attending closed meetings held in accordance with policy shall not disclose after conclusion of a closed meeting any details, discussions, documents, or records discussed or reviewed at the closed meeting. Failure to keep information discussed at a closed meeting confidential may result in discipline of an employee up to and including termination. A violation of this policy by a Board member may result in public admonishment and/or expulsion from the board.

In addition to any other penalty, a member of the board who knowingly or intentionally violates or who knowingly or intentionally abets or advises a violation of any closed meeting provisions of the “Open and Public Meeting Act” may be guilty of a Class B Misdemeanor.

F. Violations of Policy: Disinterested Board members shall make a determination as to whether a conflict exists and what subsequent action is appropriate (if any). The Chairman shall inform the Board of such determination and action. The Board shall retain the right to modify or reverse such determination and action and shall retain the ultimate enforcement authority with respect to the interpretation and application of this policy. Any violation of this policy may constitute cause for removal of member from the Board of Trustees.

G. Acknowledgement and Disclosure: Board members shall agree to fully comply with this policy at all times during service as a member of the Board of Trustees.”

## **2-2-7 DUTIES OF BOARD CHAIR OF THE BOARD OF TRUSTEES**

1. 1. The Chairman of the Board of Trustees shall be the executive officer of the Board of Trustees.

2. The Board Chairman shall be the presiding officer at all meetings and conduct the same.
3. The Board Chairman shall sign and execute all legal documents upon the advice and council of a majority vote of the Board of Trustees in attendance at any meeting.

#### **2-2-8 DUTIES OF VICE-CHAIRMAN OF THE BOARD OF TRUSTEES**

In the absence or unavailability of the Board Chairman, the Vice-Chairman shall become Board Chairman of the Board of Trustees pro tempore and shall be and is hereby vested with all the powers inherent in the office of the Chairman as set forth in the preceding Section.

#### **2-2-9 DUTIES OF THE TREASURER**

The Treasurer of the District shall be its chief fiscal officer and the custodian of its funds, securities, and property. The Treasurer shall have the following specific powers and duties which may be delegated to the District's Accountant or Borad Clerk:

1. To keep and maintain, open to inspection at all reasonable times, adequate and correct accounts of the properties and business transactions of the District, which shall include all matters required by law and which shall be in form as required by law.
2. To have the care and custody of the funds and valuables of the District and deposit the same in the name and to the credit of the District with such depositories as the Board of Trustees may designate.
3. To maintain accurate lists and descriptions of all capital assets of the District, including land, buildings, and plants.
4. To see to the proper drafting of all checks, drafts, notes, and orders for the payment of money as required in the business of the District, and to sign such instruments as directed by the Board of Trustees.
5. To disburse the funds of the District for proper expenses and as may be ordered by the Board of Trustees to take proper vouchers for such disbursements.

6. To render to the Chairman or to the Board of Trustees whenever they may require it, an account of all transactions as Treasurer, and a financial statement in form satisfactory to them, showing the condition of the financial affairs of the District.

In addition to the foregoing, the Treasurer shall have such other powers, duties, and authority as may be set forth elsewhere in these Ordinances and as may be prescribed by the Chairman or the Board of Trustees from time to time.

## **2-2-10 DUTIES OF THE CLERK**

The Clerk of the Board of Trustees shall:

1. Attend all meeting of the Board of Trustees, regular and special.
2. Keep adequate notes and thereafter make an adequate transcription thereof of all the affairs or business presented to the Board and acted thereon by the Board.
3. When a vote on any proposition is taken by roll call, the Clerk shall call the roll, enter the name of the Trustees voting and indicate the aye or nay votes on such proposition and place an announcement in the minutes of the result of such voting.
4. The Clerk shall report all bills payable and shall obtain checks from the Treasurer for payment of all bills approved by the Board of Trustees.
5. The Clerk shall keep an accurate book containing the transcribed minutes of each meeting of the Board, regular and special. At each meeting the Clerk shall present a written copy of the minutes of the previous meeting and correct the same as directed by the Board after which the Clerk shall sign said minutes and indicate that they are the final minutes of said meeting.
6. The Clerk shall keep a book containing all the Resolutions passed and adopted by the Board and additionally shall keep such other books, files or ledgers as determined necessary to keep a complete record of the affairs of the District or as may be directed by the Board of Trustees.

**2-2-11 COMPENSATION**

1. Board member compensation shall consist of a base pay annual amount in addition to an amount for each regularly scheduled Board Meeting attended for a maximum of twelve (12) meetings. No payment will be received for missed meetings except that no deduction will be made from the base pay amount. Payment will be made on a monthly or quarterly basis as elected by individual Board members. No advance payments will be allowed. The amount of compensation shall be in accordance with the following schedule:

	<u>BASE AMOUNT</u>	<u>MONTHLY MEETING</u>
Chairman	\$4,280.00	\$60.00
Vice-Chairman	\$4,280.00	\$60.00
Treasurer	\$4,280.00	\$60.00
Member	\$4,280.00	\$60.00

2. A member of the Board of Trustees may choose to participate in a group insurance plan provided to employees of the District on the same basis as employees of the District. The amount that the District pays to provide a member with coverage under a group insurance plan shall be deducted from the member’s compensation.

3. In addition to any compensation a member receives under this Subsection (2), each member of the Board of Trustees may receive a per diem and travel payment from the District for not more than twelve (12) meetings or events in accordance with Division of Finance rules which are currently set forth in Utah Administrative Code §R25-5-4(1) and §25-7.

4. Group Health Insurance for Board Members: All currently serving Board of Trustee members may participate in the District-sponsored group insurance plan which provides medical insurance.

5. Participation by Board members shall be in compliance with Section 17B-2-404, Utah Code Annotated, 1953.

6. The amount of premium paid by the District in behalf of Board members shall be included as part of the member's compensation for purposes of the State Code up to the amount of compensation stipulated in this Section."

## **2-2-12 ELECTRONIC DEVICE POLICY**

The following policy is adopted with respect to electronic devices for members of the Board of Trustees:

1. Definitions: "Electronic Devices" means and includes cell phones, ipads, laptops, notebooks, netbooks, desk top computers and all similar devices issued to a Board member by the District. Such definition includes the equipment, its component parts, all hardware, software and stored electronic memory.
2. Ownership of Electronic Devices: The District shall retain sole ownership of any electronic device issued to a Board member and all information on the device.
3. Use of Electronic Devices: In addition to use for district business purposes a Board member may use an issued electronic device for personal purposes; however, the Board member shall not utilize the issued device for any unlawful or inappropriate purposes. A Board 4. Cost. The District shall pay the basic cost, including monthly payment for any issued electronic device.
4. Cost: The District shall pay the basic cost, including monthly payment for any issued electronic device.
5. Issuance of Electronic Device: Any Board member desiring issuance of an electronic device shall submit a written request to the Board Chairman stating what device is requested and the reason for the request. The decision of the Chairman shall be final unless overruled by a majority of Board members.
6. Lost or Stolen Devices: Lost or stolen devices must be reported to the District as soon as possible. The Board member is responsible for lost or stolen or damaged devices and must be approved by the Board.

7. Ownership of Obsolete Devices: At the end of a 2-year life cycle, devices will be deemed obsolete, and ownership may be transferred to the Board member. If the Board member completes their time on the Board prior to the 2-year life cycle of a device, he/she may purchase the device at used market value.

## **2-2-13 ELECTRONIC MEETINGS - PARTICIPATION ELECTRONICALLY**

1. A member of the Board of Trustees may participate in meetings by all forms of appropriate electronic means in accordance with the provisions of this Section. Such participation must provide for open access to the public which, at a minimum, means that the member participating electronically must be able to hear comments from public participants in the meeting as well as other members and that public participants as well as other members must be able to hear comments from the member participating electronically.

2. A quorum of the Board of Trustees must be present in person at the meeting in order to conduct an electronic meeting.

3. No more than two (2) members of the Board of Trustees may participate electronically at any meeting of the Board of Trustees. If more than two members of the Board of Trustees request to participate in a meeting electronically, approval shall be given by the Chairman of the Board of Trustees on a first request basis.

4. If the Chairman of the Board of Trustees is not physically present at the meeting and is participating electronically the Vice-Chairman shall preside over the meeting. In such-event; the Chairman may participate electronically; but the Vice-Chairman shall preside over the meeting. If neither the Chairman nor Vice-Chairman is personally present at the meeting, the Board of Trustees shall elect one of its members to act as Chairman pro-tempore.

5. If a member of the Board of Trustees desires to participate in a meeting of the Board of Trustees electronically, such member must inform the Clerk not less than 48 hours prior to the meeting

to allow for arrangements to be made for the electronic meeting. Public notice of the meeting shall include a description of how a member(s) will be connected to the electronic meeting.

6. Participation electronically may be engaged in under certain circumstances when it would be difficult, burdensome, or onerous for the member to be physically present. In order to prevent abuse of this privilege, no individual member of the Board of Trustees may participate electronically more than three (3) times in a calendar year.

7. When the Board convenes or conducts an electronic meeting, it shall:
- a. Give public notice
    - i. In accordance with Section 52-4-202 of the Utah Code; and
    - ii. Post written notice at the District office location
  - b. In addition to giving public notice required by Subsection 7.1.i, provide:
    - i. Notice of the electronic meeting to the members of the Board at least 24 hours before the meeting so that they may participate in and be counted as present; and
    - ii. A description of how the members will be connected to the electronic meeting.
  - c. Establish one or more anchor locations for the public meeting, at least one of which is the District office where the Board would normally meet if it were not holding an electronic meeting.
  - d. Provide space and facilities at the District office location so that interested persons and the public may attend and monitor the open portions of the meeting; and
  - e. If comments from the public will be accepted during the electronic meeting, provide space and facilities so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.

2. 8. Compliance with the provisions of Section 52-4-207 of the Utah Code, by the Board constitutes full and complete compliance by the Board with the provisions of Sections of Sections 52-4-201 and 52-4-202 of the Utah Code.

3. Participation of a member in an electronic meeting shall constitute attendance at a Board according to the attendance policy of the District.

## **2-2-14 BOARD OF ETHICS**

Board of Trustees Code of Ethical Conduct: Board of Trustee members pledge to uphold the District's Code of Ethical Conduct as follows:

a. To maintain high standards of personal and professional integrity, truthfulness, honesty, and fortitude in all public activities to inspire public confidence and trust in the Districts operations and conduct of business.

b. To accept responsibility for and to generate and carefully nurture respect for the truth, for fair dealing with others, for sensitivity to rights and responsibilities of citizens, and for the good of all District employees and residents.

c. To be responsible for performance and to never compromise honesty and integrity for advancement, honors, or personal gain or for the advantage or gain of a relative or friend.

d. To be discreet and respectful of proper authority and our elected or appointed leaders and to be sensitive to the expectations and values of the public we serve.

e. To avoid any interest or activity that is, or appears to be, in conflict with the conduct of official duties.

f. To ensure that, in every instance, operations are conducted in accordance with applicable laws and regulations governing the District and to uphold both the letter and spirit of the constitution, legislation, and regulations governing their actions and report known violations of the law to the appropriate authorities.

- g. To respect and protect privileged information to which they have access by virtue of their position.
- h. To never knowingly be a party to or condone any illegal or improper activity.
- i. To use only legal and ethical means when seeking to influence policy, legislation, or regulations and to issue no false or misleading statements to management, Board, legislators or the public.
- j. To utilize every opportunity to improve public awareness and understanding of the District's role in providing essential public services.
- k. To respect the rights, responsibilities, and integrity of colleagues and other public officials with whom they work and associate and refrain from the dissemination of any malicious information concerning employees, Board members, city employees and administration, individuals of the public, or other businesses and organizations and their members.”



**CHAPTER 3**  
**DISTRICT MANAGER**

2-3-1	Office Created
2-3-2	Appointment
2-3-3	Removal
2-3-4	Powers and Duties
2-3-5	Relationship with Board of Trustees.
2-3-6	Compensation
2-3-7	Vacancy

**2-3-1 OFFICE CREATED**

The Office of District Manager is hereby created.

**2-3-2 APPOINTMENT**

The District Manager shall be appointed by majority vote of the Board of Trustees and shall serve at the pleasure of the Board subject to terms of a contract of employment. He or she shall be chosen by the Board solely on the basis of his or her executive and administrative qualifications with special reference to actual experience in or knowledge of accepted practice in respect to the duties of the office hereinafter set forth. No Board member shall receive such appointment during the term for which he or she shall have been elected or appointed nor within one year after the expiration of his or her term.

**2-3-3 REMOVAL**

The Board may remove the District Manager at any time with or without cause by a majority vote of its members.

**2-3-4 POWERS AND DUTIES**

The District Manager shall be the chief administrative officer of the District. He or she may

head one or more departments and shall be responsible to the Board for the proper administration of all affairs of the District. To that end, he or she shall have power and shall be required to:

1. Appoint, subject to the approval of the Board of the District, such other appointive officers and agents as the Board may designate. The Manager shall have authority for the appointment and dismissal of all other employees, except as he or she may authorize the head of a department or office to appoint, suspend, or remove subordinates in such department or office in accordance with and subject to the terms of the District Personnel Policies and Procedures Manual.

2. Be the overall supervising officer and manager of the entire operations of the District.

3. Have the complete control and management of all the facilities including the buildings, treatment plant and trunk lines of the District and shall be responsible for the proper operation of the same.

4. Be the head and the supervisor of all employees engaged in the operation and maintenance of the physical facilities of the District. All employees under this category shall be directly responsible to the District Manager.

5. In the event of any vacancies in positions under the jurisdiction of the District Manager, the Manager shall screen applicants for replacement and make recommendations for employment to the Board of Trustees.

6. The District Manager may make recommendations and requests to the Board of Trustees for such additional employees as in the opinion of the District Manager may be needed for the proper operation of the District facilities.

7. The District Manager is vested with the right in emergency situations to discharge any employees working under his jurisdiction and employ a substitute until the next meeting of the Board

of Trustees at which time the District Manager shall report such personnel problem and request the Board of Trustees to ratify his actions.

8. The District Manager shall keep himself fully informed of the condition of all the equipment and facilities belonging to the District and shall recommend to the Board the need or desirability for replacement of any equipment or facilities or the need for the addition of new equipment or facilities.

9. Whenever worn equipment needs to be replaced or new equipment appears to be needed or desirable, the District Manager shall obtain quotations of cost for such replacements or additions.

10. The District Manager shall have and is hereby vested with emergency powers and whenever any emergency situation should arise threatening loss or destruction of equipment and facilities of the District or threatens and endangers human life, the District Manager may act forthwith to prevent or alleviate such emergency and is empowered to hire emergency crews or equipment to meet any such emergency.

11. Act as the budget officer for the District to perform or cause to be performed all of the duties of such office as set forth in the Uniform Fiscal Procedures Act for Special Districts. He or she shall prepare the budget annually and submit it to the Board together with a message describing the important features and be responsible for its administration after adoption. He or she shall exercise budgetary control over District departments and services; provide for the maintenance of uniform accounts and records of financial transactions, the purchasing of materials, supplies, equipment and services, the pre-audit of claims and disbursements of District funds, and keep the Board advised as to the financial condition and needs of the District, and make such recommendations as he or she may deem desirable.

12. Supervise the purchase of all materials, supplies, and equipment for which funds are provided in the budget; let contracts necessary for operation or maintenance of District services in accordance with the Purchasing Procedures Policy of the District. No purchase shall be made, contract let or obligation incurred for any time or service which exceeds the current budget appropriation without a supplemental appropriation by the Board. No contract for new construction shall be let except by the Board. The Manager may issue such additional rules governing purchasing procedures as the Board shall approve.

13. Present to the Board monthly and annual reports, together with whatever other reports the Board may request.

14. Recommend to the Board a standard schedule of pay for each appointive office and position in the District, including minimum, intermediate and maximum rates.

15. Recommend to the Board standard personnel policies for employees, and be responsible for their administration after adoption.

16. Recommend to the Board the adoption of such measures as he or she may deem necessary or expedient for the health, safety, or welfare of the District or for the improvement of administrative services.

17. Consolidate or combine offices, positions, departments, or units under his or her jurisdiction, with the approval of the Board.

18. Attend all meetings of the Board, unless excused therefrom with the right to take part in discussions, but not to vote.

19. See that all District rules and ordinances are duly enforced; investigate the affairs of the District or any department or division thereof. Investigate all complaints in relation to matters

concerning the service maintained by the District, and see that all permits and privileges granted by the District are faithfully observed.

20. Notify the Board of any emergency existing in the District.

21. Keep or cause to be kept a current inventory showing all real and personal property of the District and its location and be responsible for the care and custody of all such property including equipment, buildings, and all other District property.

22. Devote his entire working time to the discharge of his official duties.

23. Perform such other duties as may be required by ordinance or resolution of the Board, not inconsistent with District ordinances or State law.

24. In the carrying out of and performance of duties, the District Manager is authorized to consult with the District's consulting engineers and the District's legal counsel and financial advisor for professional direction, advice and opinions.

#### **2-3-5 RELATIONSHIP WITH BOARD OF TRUSTEES**

Except for the purposes of inquiry, the Board or any of its members shall deal with the administrative service solely through the Manager and no member thereof shall give orders to any subordinates of the Manager, either publicly or privately, except as directed through the Manager.

#### **2-3-6 COMPENSATION**

The Manager shall receive such compensation as the Board shall fix from time to time by ordinance, resolution, or employment contract with the Manager.

#### **2-3-7 VACANCY**

In the event of a vacancy in the position of Manager, said vacancy shall be filled by the Board, subject to the qualifications herein above set forth.



## **CHAPTER 4**

### **FRAUD HOTLINE POLICY**

2-4-1	Introduction
2-4-2	Filing a Complaint
2-4-3	Entity Processing of a Hotline Complaint
2-4-4	Whistleblower Protection
2-4-5	Confidentiality

#### **2-4-1 INTRODUCTION**

The District Hotline provides a process for citizens, including public, employees and contractors to report improper governmental activities including:

1. Water or misuse of public funds, property or manpower
2. Violations of a law, rule or regulation applicable to the government
3. Gross mismanagement
4. Abuse of authority
5. Unethical conduct

#### **2-4-2 FILING A COMPLAINT**

Complaints should be submitted in writing using the attached form. The form is also available on the District's website and may be submitted electronically. Complainants should also submit any evidence that supports the complaint. Essential information includes specifics on "who, what, where, when" as well as any other details that may be important such as information on other witnesses, documents and pertinent evidence. Due to limited resources, the District is unable to accept complaints that are not supported by evidence or provide a means for further investigation. As such complaints that are submitted anonymously will not be investigated. At a minimum, please use the form as a guide to ensure the necessary information is provided. Submit complaints via the following methods:

1. Email: [hotline@ndsd.org](mailto:hotline@ndsd.org)
2. U.S. Mail  
North Davis Sewer District  
4252 West 2200 South  
Syracuse, Utah 84075  
ATTN: Fraud Hotline
3. Complainants may call the hotline at 801-728-6890 for information.

### **2-4-3 ENTITY PROCESSING OF A HOTLINE COMPLAINT**

1. After receipt of the complaint, the Manager will review the allegation and any evidence provided by the complainant. The list below represents some of the factors that are considered during the screening and prioritization process.
  - a. Does the complaint involve actions by a person subject to the District's authority?
  - b. Does the complaint pertain to improper governmental activities?  
  
Disagreements with management decisions or actions taken by elected officials that are within the law will not be investigated.
  - c. Has the complaint taken appropriate steps to resolve the issue with the District? If the District is not responsive or if the concern relates to top management, the complaint will be forward to the Board Chair.
  - d. What is the timing and frequency of alleged improper activity? Allegations of improper activities that are recent and/or on-going may receive a higher priority.
  - e. Should the allegation be investigated by another entity? Are there other agencies that have oversight of the complaint? Is the member of the Board of Trustees being accused?

- f. Can the complaint be efficiently and effectively investigated? Overly broad or vague complaints or complaints where evidence is unavailable may be declined or receive a low priority.
2. The Manager communicates to the Board of Trustees
  - a. The allegation of the complaint
  - b. Any facts support or refuting the complaint
  - c. A recommendation based upon preliminary inquiry
3. Board of Trustees decides the appropriate next action (if a member of the Board is the subject of the complaint, they are excluded from this process):
  - a. Discontinue the investigation
  - b. Continue with the investigation
  - c. Refer the investigation to another agency
4. If the investigation proceeds, the Board of Trustees sets the following:
  - a. Time and resource budget
  - b. Scope of the audit
5. Manager or designated auditor completes the audit
6. Manager of designated auditor creates a report outlining the work performed and conclusions.
7. Manager or designated auditor provides the report to the Audit Committee.
8. Board of Trustees address any findings noted in the report.

#### **2-4-4 WHISTLEBLOWER PROTECTION**

Utah Code §67-21-3 prohibits public employers from taking adverse action against their employees for reporting government waste or violations of law in good faith, to the appropriate authorities. A public entity employee, public body employee, legislative employee or judicial employee is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the entity (see Utah Code §67-3-1(15)).

#### **2-4-5 CONFIDENTIALITY**

The identity of the complainant is considered protected information under the Utah Government Records Access and Management Act (GRAMA) and will be kept confidential.



**TITLE 3**

**WASTEWATER CONTROL RULES AND REGULATIONS**

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## CHAPTER 1

### GENERAL PROVISIONS

3-1-2	Short Title
3-1-2	Purpose
3-1-3	Definitions
3-1-4	Abbreviations

#### **3-1-1 SHORT TITLE**

This Title shall be known as the "WASTEWATER CONTROL - RULES AND REGULATIONS."

#### **3-1-2 PURPOSE**

1. It is necessary for the health, safety and welfare of the residents of the District to regulate the collection of wastewater and treatment thereof to provide for maximum public benefit. The provisions herein set forth uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the District, and enable the District to comply with all applicable local, state and federal laws.

The objectives are:

- A. To prevent the introduction of pollutants into the wastewater system which will interfere with the operation of the system or contaminate the resulting sludge;
- B. To prevent the introduction of pollutants into the wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system;
- C. To improve the opportunity to recycle and reclaim wastewaters and sludges from the system.

D. To provide for equitable distribution among users of the cost of the wastewater system; and

E. To provide for and promote the general health, safety and welfare of the citizens served by the wastewater system.

F. To provide uniform standards for construction, maintenance, testing and use of sewage facilities within the District and municipalities and entities served by the District.

2. The provisions herein provide for the regulation of direct and indirect contributors to the wastewater system through the issuance of permits and through enforcement of general requirements for all users, authorize monitoring and enforcement activities, require user reporting, assume that existing user's capability will not be pre-empted, and provide for the setting of fees for the equitable distribution of costs resulting from the program established herein.

3. The provisions herein shall apply to the District, municipalities served by the District and all other users of the District.

4. The provisions herein shall provide for enforcement and penalties for violations.

### **3-1-3 DEFINITIONS**

Unless the context specifically indicates otherwise, the following terms and phrases, as used herein, shall have the meanings hereinafter designated:

1. Act or "The Act" - The Federal Water Pollution Control Act, P. L. 92-500 also known as the Clean Water Act, including the amendments made by the Clean Water Act of 1977, P. L. 95-217, and any subsequent amendments or replacements of such legislation.

2. Approval Authority - The Director in an NPDES state with an approved state pretreatment program and the Administrator of the EPA in a non- NPDES state or NPDES state

without an approved state pretreatment program or any authorized designee.

3. Authorized Representative of Industrial User - An authorized representative of an industrial user may be:

A. A principal executive officer of at least the level of vice president, if the industrial user is a corporation;

B. A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; and

C. A duly authorized official representative if the user is a governmental entity;

D. A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.

4. Biochemical Oxygen Demand (BOD) - The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at 20 centigrade expressed in terms of weight and concentration (milligrams per liter (mg/l)). Laboratory determinations shall be made in accordance with procedures set forth in the provisions of 40 CFR Part 136, Test Procedures.

5. Biosolids - A product which has been prepared, partially or wholly, from municipally derived sludges for beneficial use as an organic soil amendment and fertilizer. Biosolids meet applicable EPA regulations for distribution and use.

6. Building or Lateral Sewer - A sewer conveying the wastewater of a user from a residence building or other structure to a sewer, including direct connections to a District sewer where permitted. A lateral sewer is a building sewer.

7. Business Classification Code (BCC) - A classification of dischargers based on the 1972 Standards Industrial Classification Manual, Bureau of the Budget of the United States of America or any subsequent version thereof.

8. Categorical Standards - The latest version of National Categorical Pretreatment Standards or Pretreatment Standard.

9. Chemical Oxygen Demand (COD) - The oxygen equivalent of that portion of organic matter in a wastewater sample that is susceptible to oxidation by a strong chemical oxidant.

10. City - Any City discharging sewage into the District's wastewater collection system.

11. Construction Standards - The general construction requirements adopted by the District for installation of sewerage facilities.

12. Contamination - An impairment of the quality of the waters of the State by waste to a degree which creates a hazard to the environmental and/or public health through poisoning or through the spread of disease, as described in the provisions of 40 CFR Part 136, Test Procedures or any subsequent version thereof.

13. Control Authority - The term "control authority" shall refer to the "Approval Authority," defined hereinabove; or the Manager, if the District has an approved Pretreatment Program under provisions of 40 CFR, 403.11 or any subsequent version thereof.

14. Cooling Water - The water discharged from any use such as air conditioning, cooling or refrigeration, to which the only pollutant added is heat.

15. Direct Discharge - The discharge of treated or untreated wastewater directly to the waters of the State of Utah.

16. Discharger - Any person who discharges or causes the discharge of wastewater to a

District or other POTW sewer system.

17. District - The North Davis Sewer District which is a Publicly Owned Treatment Works (POTW).

18. Environmental Protection Agency, or EPA - The U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said agency or its designee.

19. Garbage - Shall mean solid wastes from the preparation, cooking and dispensing of food and from handling, storage, and sale of produce.

20. Grab Sample - A sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

21. Hazardous Waste (Sometimes referred to as Hazardous Substance):

A. A waste that may:

i. Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or

ii. Pose a substantial present or potential hazard to human health, the POTW or the environment when it is improperly treated, stored, transported, disposed of or otherwise managed; and

B. The characteristic can be:

i. Measured by an available standardized test method which is reasonably within the capability of generators of waste or private sector laboratories that are available to serve generators of waste; or

ii. Reasonably detected by generators of waste through their knowledge of their waste.

22. Holding Tank Sewage - Any wastewater from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, sealed vaults and vacuum-pump tank trucks.

23. Incompatible Pollutant - A pollutant which the District's treatment facility is not specifically designed to treat.

24. Indirect Discharge - The discharge or the introduction of non-domestic pollutants from any source regulated under section 307(b) or (c) of the Act, (33 U.S.C. 1317) or the current version thereof, into the District wastewater system (including holding tank waste discharged into the system).

25. Industrial User - Shall mean any user that discharges wastewater from commercial, governmental and/or industrial processes.

26. Interference - Shall mean any discharge that alone or in combination with any other discharges, disrupts the normal operation of the wastewater treatment system or sludge processes, or causes the District to violate its NPDES permit or prevents the District from using its chosen sludge use/disposal practice.

27. Manager - Shall mean the chief executive officer of the District or his designated representative.

28. National Categorical Pretreatment Standard or Pretreatment Standard - Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. 1347) or the current version thereof, which applies to a specific category of Industrial User.

29. National Prohibitive Discharge Standard or Prohibitive Discharge Standard - Any regulation developed under the authority of 307(b) of the Act and 40 CFR, Section 403.5 or the current versions thereof.

30. New Source - Any wastewater source commenced after the publication of proposed regulations prescribing a section 307(c) (33 U.S.C. 1317) categorical pretreatment standard which will be applicable to such source, if such standard is thereafter promulgated within 120 days of proposal in the Federal Register. Where the standard is promulgated later than 120 days after proposal, a new source means any source, the construction of which is commenced after the date of promulgation of the standard.

31. National Pollution Discharge Elimination System or NPDES Permit - A permit issued pursuant to section 402 of the Act (33 U.S.C. 1342) or the current version thereof.

32. Person - Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents, or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by context.

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

34. Pollution or Pollutant - The man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water. Including, but not limited to, any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.

35. Pretreatment or Treatment - The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction

or alteration can be obtained by physical, chemical or biological processes, or process changes by other means, except as prohibited by 40 CFR Section 403.6(d) or the current version thereof.

36. Pretreatment Requirements - Any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on an industrial user.

37. Publicly Owned Treatment Works (POTW) - A treatment works as defined by Section 212 of the Act, (33 U.S.C. 1292) or the current version thereof, which is owned by the State of Utah or one or more political subdivisions having statutory authority to collect and treat sewage, specifically including the District. This definition includes any sewers that convey wastewater to the POTW treatment plant. For the purposes of this Title, POTW shall also include any sewers that convey wastewater to the POTW from persons outside the POTW boundaries who are by contract or agreement with the POTW actually users of the POTW.

38. POTW Governing Authority - The term "POTW Governing Authority" shall refer to the governing authority of each political subdivision operating all or a portion of a POTW and includes specifically the Board of Trustees of the District.

39. POTW Treatment Plant - That portion of the Publicly Owned Treatment Works designed to provide treatment for wastewater including specifically the Treatment Plant and facilities of the District.

40. Receiving Water Quality Requirements - Requirements for the District's treatment plant effluent established by the District or by applicable State or Federal 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 State or Federal laws or regulatory agencies.

41. Sanitary Sewer - The pipe or conduit system and appurtenances, for the collection, transportation, pumping, and treatment of sewage. This definition shall also include the terms "public sewer," "sewer system," "POTW sewer," "sewer," and "District Sewer" and similar terms.

42. Sewage - The water-borne wastes discharged to the sanitary sewer from buildings for residential, business, institutional, governmental, commercial and industrial purposes. Wastewater and sewage are synonymous; thus, they are interchangeable.

43. Shall and Will are mandatory; May is permissive.

44. Significant Industrial User - The term Significant Industrial User means:

A. All industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N or the latest version thereof; and,

B. Any other industrial user that: discharges an average of 25,000 gallons per day or more of process wastewater to the District (excluding sanitary, non-contact cooling and boiler blowdown wastewater); contributes a process wastestream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the District treatment plant; or is designated as such by the Control Authority as defined in 40 CFR 403.12(a) (or the latest version thereof) on the basis that the industrial user has a reasonable potential for adversely affecting the District's operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8 (f)(6)) or the latest version thereof.

45. Significant Non-Compliance - An industrial user is in significant noncompliance if its violation meets one or more of the following criteria:

A. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent or more of all of the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter;

B. Technical Review Criteria (TRC) violations, defined here as those in which thirty- three percent or more of all of the measurements for each pollutant parameter taken during a six- month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH).

C. Any other violation of a pretreatment effluent limit (daily maximum or longer-term average) that the Control Authority determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of District personnel or the general public);

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

E. Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;

F. Failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring

reports, and reports on compliance with compliance schedules;

G. Failure to accurately report noncompliance; and

H. Any other violation or group of violations which the Control Authority determines will adversely affect the operation or implementation of the local pretreatment program.

46. Slug - Any discharge of water, sewage or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any one period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during the normal operation of the user. A slug discharge may also be any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge.

47. State - State of Utah.

48. Standard Industrial Classification (SIC) - A classification pursuant to the latest version of Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget.

49. Storm Sewer - Shall mean a sewer that carries only storm, surface and ground water drainage.

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

51. Subdivision - The division of a tract, or lot, or parcel of land into lots, plots, sites, or other divisions 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. The word subdivide and any derivative thereof shall have reference to the term subdivision as herein defined.

52. Suspended Solids - The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and which is removable by laboratory filtering in accordance with procedures set forth in the provisions of 40 CFR Part 136, Test Procedures or the latest version thereof.

53. Toxic Pollutant - Any pollutant or combination of pollutants listed in Schedule 1 as toxic or in regulations promulgated by the Administrator of the Environmental Protection Agency under Section 307(a) of the Act.

54. User - Any person who contributes, causes or permits the contribution of wastewater into the District wastewater system.

55. Wastewater - The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, governmental facilities, industrial facilities, and institutions, together with any infiltrating groundwater, surface water, and storm water that may be present, whether treated or untreated, which enters the District wastewater system.

56. 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 or border upon the State or any portion thereof.

57. Wastewater Discharge Permit - As set forth in Section 3-5-2 herein.

58. Wastewater Treatment Facilities - The District wastewater collection and treatment lines, facilities and equipment or those of any other POTW.

59. Viscosity - The property of a fluid that resists internal flow by releasing counter-acting forces.

60. Wastewater Strength - The quality of wastewater discharged as measured by its elements, including its constituents and characteristics.

### **3-1-4 ABBREVIATIONS**

The following abbreviations shall have the designated meanings:

- BOD - Biochemical Oxygen Demand
- CFR - Code of Federal Regulations
- cp - Centipoise = 0.01 poise - c.g.s. unit of absolute viscosity gm/cm x sec
- COD - Chemical Oxygen Demand
- EPA - United States Environmental Protection Agency or its successor or designee
- L - Liter
- mg - Milligrams
- mg/L - Milligrams per liter
- NPDES - National Pollutant Discharge Elimination System
- POTW - Publicly Owned Treatment Works
- SIC - Standard Industrial Classification
- SWDA- Solid Waste Disposal Act, 42 USC 6901, et seq.
- TSS- Total Suspended Solids
- USC - United States Code
- UCA - Utah Code Annotated, 1953
- UPDES - Utah Pollutant Discharge Elimination System



## **CHAPTER 2**

### **GENERAL REGULATIONS**

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3-2-2	Discharge Into District Wastewater System
3-2-3	Discharge of Sewage
3-2-4	Prohibited Discharge-Sanitary Sewer
3-2-5	Prohibited Discharge
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3-2-17	Project Specifications
3-2-18	Penalties
3-2-19	Connection Required
3-2-20	Discontinuance of Privy Vaults, Cesspools, and Septic Tanks
3-2-21	Outhouses Prohibited
3-2-22	Special User Agreement
3-2-23	Contracts with Other POTW's
3-2-24	Prohibited Connections
3-2-25	Cleaning of Sewers - License and Bond Required
3-2-26	Private Sewage Disposal
3-2-27	Private Disposal Authorized
3-2-28	Discontinuance of Service

#### **3-2-1 SUPERVISION**

The District shall be supervised and directed by the Manager subject to control and direction by the Board of Trustees.

#### **3-2-2 DISCHARGE INTO DISTRICT WASTEWATER SYSTEM**

All sewage shall be discharged to public sewers except as provided hereinafter.

### **3-2-3 DISCHARGE OF SEWAGE**

No person shall discharge any sewage from any premises within the District into and upon any public highway, stream, water course, or public place, or into any drain, cesspool, storm or private sewer, except as provided for hereafter.

### **3-2-4 PROHIBITED CONNECTIONS - SANITARY SEWER**

No person shall cause to be discharged or make a connection which would allow any storm water, surface drainage, groundwater, roof runoff, cooling water, garage drainage, outside stairwell drainage, patio drainage, groundwater sump pump discharges or other water to be discharged into any sanitary sewer. No person shall cause any of the above mentioned waters to be mixed with that person's sewage in order to dilute said sewage.

### **3-2-5 PROHIBITED DISCHARGE**

Storm water, surface drainage, subsurface drainage, groundwater, roof runoff, cooling water or unpolluted water shall not be admitted to and/or use sanitary sewers.

### **3-2-6 COMMERCIAL GARBAGE GRINDERS**

Mechanically operated garbage grinders for producing properly ground garbage are permitted in establishments engaged in the preparation of food or drink to be consumed on the premises or to be sold, delivered or picked up for immediate consumption. Every mechanically operated grinder shall be so designed and installed to insure:

1. That it shall discharge wastes at a reasonable uniform rate in fluid form, which shall flow readily through an approved trap, drain line or soil line in a manner which prevents clogging or stoppage of the drain line.
2. That it shall be of such construction and have such operating characteristics that no

more than 5% by weight of all material discharged from it shall have any dimension larger than 1/4 inch.

3. That the entire installation shall comply in all particulars with the provisions of the applicable Plumbing and Electrical Code.

4. Additionally, commercial garbage grinders will operate with cold water flowing into the grinder and through the sink drain line in such a manner as to congeal and aerate the solid and liquid greases within the grinding unit.

5. The final decision as to the sufficiency of the design to meet these requirements shall rest with the Manager or his designee.

### **3-2-7 FEDERAL CATEGORICAL PRETREATMENT STANDARDS**

Upon the promulgation of the Federal Categorical Pretreatment Standard for a particular industrial sub-category, developed pursuant to 40 CFR, Section 403.6, the Federal Standard, if more stringent than limitations imposed herein for sources in that subcategory, shall immediately supersede the limitations imposed herein. The Manager shall notify all affected users of the applicable reporting requirements under 40 CFR, Section 403.12.

### **3-2-8 SPECIFIC POLLUTANT LIMITATIONS**

No person shall discharge wastewater containing pollutants in excess of permitted limits.

### **3-2-9 STATE REQUIREMENTS**

State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those contained herein.

### **3-2-10 RIGHT OF REVISION**

The District reserves the right to establish limitations or requirements on discharges to the

wastewater disposal system.

### **3-2-11 DILUTION PROHIBITED**

No user shall ever dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant specific limitation.

### **3-2-12 INJURING SEWER PROHIBITED**

No person shall injure, break or remove any part or portion of any sewer system or any sewer appliance or appurtenance.

### **3-2-13 OPENING MANHOLES AND LINE DISTURBANCE**

No person shall open any manhole or disturb any sewer trunk line without prior written permission from the District Manager.

### **3-2-14 PROHIBITED ACTS**

It is hereby prohibited and declared unlawful for any person (as defined in Section 3-1-3) without written authority from the District Manager to damage, open, obstruct, disturb, cover, clog, pave over, seal coat over, obscure or otherwise interfere with any manhole cover.

### **3-2-15 MANAGER TO COLLECT DAMAGES**

Whenever any person shall violate any provisions of this Section thereby causing damage or expense to the District in connection with repair or maintenance of manhole covers, including uncovering manholes and raising them to grade, the District Manager shall present a written statement of costs to the person causing or creating such damage. If any such person fails or refuses to pay damage costs, the District Manager shall take such action as he deems necessary and appropriate to collect such expenses, including filing of a lawsuit, if necessary.

### **3-2-16 DISTRICT TO PROVIDE PROTECTIVE COVERS FOR ROAD SEAL COATING OR OVERLAY PROJECTS**

Whenever any person intends to seal coat or overlay any street, road, highway, public thoroughfare, parking lot, or other similar facility or structure involving District manhole covers, such person shall so inform the District Manager whereupon the District Manager shall provide protective covers for all manholes involved in the project which protective covers shall be placed over the manholes by the person doing the work prior to any work being done which may damage or adversely affect manhole covers. The person responsible for the project shall remove the covers immediately after seal coating or overlaying has been completed.

### **3-2-17 PROJECT SPECIFICATIONS TO REQUIRE RESTORATION OF MANHOLE COVERS**

Whenever any person prepares specifications for any project involving grading, repaving, resurfacing, seal coating, or any other construction work to any street, road, highway, public thoroughfare, parking lot or other similar facility or structure which involves District manhole covers, such person shall include in the Specifications and solicitations for bids, a requirement that as part of the project and costs associated therewith, the contractor performing the work shall be responsible for protecting District manhole covers, restoring them to grade, and otherwise providing for such manhole covers to remain undamaged and unaffected by the project.

### **3-2-18 PENALTIES**

Any person violating any provision of this Section shall be subject to all applicable penalties provided for in Chapter 7 of "Wastewater Control Rules and Regulations".

### **3-2-19 CONNECTION REQUIRED**

The owner, or his agent, of all houses, buildings, or properties used for human occupancy,

employment, recreation, or other purposes, situated within the District boundaries and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a sewer line, is hereby required, at his expense, to install suitable toilet facilities therein, and to connect such facilities directly in accordance with the provisions herein within thirty (30) days after date of official notice to do so, provided that said line is within three hundred (300) feet of the owner's property line.

### **3-2-20 DISCONTINUANCE OF PRIVY VAULTS, CESSPOOLS, AND SEPTIC TANKS**

1. No owner, or his agent, or other person having charge of occupying any property within 300 feet of a sewer shall maintain or use or cause or permit to exist any privy vault, septic tank, or cesspool upon said property.

2. In no case shall any plumbing in any house or building not complying with subparagraph (a) above remain unconnected to any public sewer for more than thirty (30) days after such a sewer is available.

### **3-2-21 OUTHOUSES PROHIBITED**

No person shall erect or maintain any outhouse or privy, however, temporary chemical toilets for special circumstances may be permitted.

### **3-2-22 SPECIAL USER AGREEMENT**

No statement contained in this section shall be construed as prohibiting special written agreements between the District and any other person allowing industrial waste or wastewater of unusual strength or character to be admitted to the District, provided said person compensates the District for any additional costs of treatment. Such agreement, however, may not violate any of the specific prohibitions provided herein.

### **3-2-23 CONTRACTS WITH OTHER POTW'S**

Whenever the existing sewage treatment capacity is adequate therefor, the District may contract with any other organized and established POTW or with any other governmental agency or with private enterprise, for the discharge into the District facilities from any part or parts of such POTW, or person or persons living outside the boundaries of the District, upon such terms and conditions and for such periods of time as may be deemed reasonable.

### **3-2-24 PROHIBITED CONNECTIONS**

No person, either in person or through an agent, employee, or contractor, shall make, allow or cause to be made any sewer connection for service, or for the purpose of servicing property outside the boundaries of the District, except upon recommendation of the Manager and the express approval of the Board of Trustees. Such connection shall be made by a person who is either a bonded, state licensed sewer contractor or plumber who has obtained the necessary permits.

### **3-2-25 CLEANING OF SEWERS - LICENSE AND BOND REQUIRED**

No person shall engage in the business of removing stoppage from a District sewer line, without first obtaining authorization from the District conditioned upon such person faithfully observing all ordinances, rules and regulations pertaining to plumbing and sewers. Any person, business or contractor performing work on the District's collection systems shall be licensed and fully bonded.

### **3-2-26 PRIVATE SEWAGE DISPOSAL**

1. 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 which service is available within 300 feet of the property line of any property upon which any building, privy, privy vault, septic tank, cesspool,

or other facility as described above exists.

2. No person shall construct, use or maintain any privy, privy vault, septic tank, cesspool or other facilities intended or used for the purpose of disposal of sewage from any subdivision.

3. Within thirty (30) days from the date service becomes available within 300 feet of the property line of any buildings served by any private sewage disposal system, a direct connection shall be made to the sewer by the owner at owner's expense in compliance with the provisions herein contained, and any septic tank, cesspool, privy, or similar private sewage disposal facilities shall be immediately emptied and filled with suitable material.

### **3-2-27 PRIVATE DISPOSAL**

Whenever service is not available within the limits provided in 3-2-20, the building's sewer shall be connected to a private sewage disposal system complying with the provisions of the applicable health code.

### **3-2-28 ABANDONMENT OF SERVICE**

Any user desiring to abandon service from a District line shall notify the District in writing of such fact at least thirty (30) days before the date when such service shall be abandoned. Upon giving such written notice, said user shall not be responsible for bills incurred after the date specified in said notice. Any credit balance in favor of the customer as a result of an advance payment of bills or a deposit will be refunded upon abandonment of service promptly after the date specified in the Notice. Any service abandoned shall occur in accordance with Section 3-3-20. The user shall pay a re-connection fee as required in the "User Charge System" manual and shall pay fees required for new service if service is restored.

## CHAPTER 3

### BUILDING SEWERS, CONNECTIONS AND REPAIRS

3-3-1	Separate Connections Required
3-3-2	Old Building Sewers
3-3-3	Design and Construction
3-3-4	Building Sewer Elevation
3-3-5	Installation Expense
3-3-6	Connection Requirement
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3-3-16	Specification for Joint at Point of Connection to Sewer
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3-3-19	Fee for Replacing Damaged Junction Pipe
3-3-20	Abandonment of Building Sewer
3-3-21	Backwater Valves

#### **3-3-1 SEPARATE CONNECTIONS REQUIRED**

Each separate building or premise shall have a separate connection to the main line sewer, except when deemed impracticable and so found by the Manager. Each owner will bear and pay for the maintenance and repair of this building or lateral sewer. Notwithstanding the above, where a dwelling is in the rear of another building and on the same building lot and owned by the same party, which property cannot be subdivided into separate ownership, the Manager may issue a sewer permit for a multiple connection.

### **3-3-2 OLD BUILDING SEWERS**

Old building sewers may be used in connection with new buildings only when they are found, on examination and test, to meet all requirements herein; otherwise, old building sewers shall be plugged at the user's expense upon abandonment of service. The plug in the old building sewer must be approved and an inspection fee will be charged by the District. Abandonment shall comply with the provisions of Section 3-3-20.

### **3-3-3 DESIGN AND CONSTRUCTION**

The size, slope, alignment, materials or construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and back-filling of the trench shall all conform to the requirements of the building and plumbing code or other applicable laws, rules and regulations of federal, state, and local entities, and applicable Construction Standards.

### **3-3-4 BUILDING SEWER ELEVATION**

In all buildings where the elevation is too low to permit adequate gravity flow to the sewer or the elevation of the connecting building creates a risk of flooding during periods of high sewer flow, sanitary sewage discharge from such building shall be lifted by an approved means, or the installation of an approved backwater valve in accordance with Section 3-3-21.

### **3-3-5 INSTALLATION EXPENSE**

All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the applicant. The applicant shall retain or employ a licensed and bonded sewer contractor or plumber to make connection to and install a sewer.

### **3-3-6 CONNECTION REQUIREMENT**

The applicant for a building sewer connection shall pay all required fees and obtain

permission from the District prior to commencing work and shall notify the District forty-eight (48) hours prior to inspection and connection to the sewer. The connection of the building sewer to the sewer shall conform to the requirements of the District, applicable building and plumbing code or other applicable laws, rules and regulations of Federal, State and local entities. All such connections shall be made water tight.

### **3-3-7 EXCAVATION SAFEGUARDS FOR PUBLIC**

All excavations for building sewer installation shall be adequately guarded by the owner or his representative with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored by the owner or his representative in a manner satisfactory to the District and the street owner.

### **3-3-8 SEPARATION FROM OTHER UTILITIES**

All utility lines or conduits shall be separated from the building sewer as required by law.

### **3-3-9 MAINTENANCE EXPENSE**

All building sewers, including the connection to the sewer, are owned by and shall be maintained by the connected property owner.

### **3-3-10 CONNECTION OF UNLIKE PIPE**

Any connection of pipes of unlike materials shall comply with all applicable codes and construction standards.

### **3-3-11 SEWER SPECIFICATIONS**

The size of building sewers, type of pipe allowed, bed and grade of pipe, and changes in direction of pipe shall conform to all applicable codes and construction standards.

### **3-3-12 PIPE TO BE FREE OF DEFECTS**

All pipe shall be sound, free from holes or cracks, without traps, valves or other obstruction which might prevent or retard the free passage of air and sewage.

### **3-3-13 CLEANOUTS**

A cleanout "wye" or "wyes" must be located in close proximity to the building as required by the District. Additional cleanouts shall be placed a minimum of 50 feet apart along any 4 inch building sewer, and every 100 feet along any 6 inch building sewer, and at all other changes in direction greater than 45 bend. Cross supports for cleanouts shall be 18 inches below the cleanout tops. No waste or soil shall enter cleanout pipes. A test tee may be required at or near the property line. All "clean-out" installations must conform with all applicable codes.

### **3-3-14 TRENCH SAFETY**

Safety for all trench excavation and restoration shall be the sole responsibility of the person making the excavation. It is not the duty, obligation or responsibility of the District or its personnel to create, implement or enforce any safety rules and/or regulations with respect to any trench excavation or restoration.

### **3-3-15 WATER TIGHT**

All building sewers shall be water tight.

### **3-3-16 SPECIFICATION FOR JOINT AT POINT OF CONNECTION TO SEWER**

The connection to the main sewer shall comply with District standards and applicable codes. Connection work shall be done only in the presence of a District Inspector. The trench shall not be back-filled until the building sewer line has been connected and approved by the Inspector.

### **3-3-17 EARTH COVER REQUIRED**

No sewer line shall have less than two (2) feet of earth cover at finished grade.

### **3-3-18 FEE FOR OPENING SEWER IF JUNCTION PIPE NOT AVAILABLE**

Where there is no junction pipe in the sewer at the point where connection is desired to be made, the opening of said sewer and the installation of the junction pipe will be made by a licensed contractor and in accordance with District Standards after payment of applicable fees and notice to the District.

### **3-3-19 REPLACING DAMAGED JUNCTION PIPE**

In case the junction pipe to the sewer is broken off or damaged, it must be replaced by a licensed contractor.

### **3-3-20 ABANDONMENT OF BUILDING SEWER**

Any building sewer abandoned shall comply with the District's method of abandonment. Any demolition, renovation, or modification of a dwelling, business, or other structure connected to the sewer that includes a disconnection and abandonment of an existing building sewer shall include a disconnection of the abandoned building sewer from the sewer main. The disconnection shall be made at the point of connection to the main. After disconnection the connection hole in the main shall be plugged with an expanding, water-tight, friction plug designed for such purpose. The main sewer pipe wall shall be cleaned to a width of 12 inches around the plug. Six inches of 4000 psi concrete shall be placed over the plug and to a width of 12 inches around the plug. A minimum of 48-hours' notice shall be given to District before any proposed abandonment. The District will inspect any abandonment work performed on connections to District-owned lines.

### **3-3-21 BACKWATER VALVES**

Whenever the Manager determines that a backwater valve is necessary or desirable to protect District lines or structures on the connecting property, such backwater valve shall be required as an additional condition for receiving a building sewer permit under Section 3-3-6 and other provisions of this Chapter.

The determination to require a backwater valve as a condition of granting a building sewer permit shall be solely within the judgment and discretion of the District.

All backwater valves and point of installation shall be approved by the District prior to installation and shall be in conformity with and installed in accordance with the requirements of the International Plumbing Code. Backwater valves shall be installed and maintained by and at the expense of the property owner.

The backwater valve shall be provided with access suitable for inspection, maintenance, repair, replacement and cleaning.

## **CHAPTER 4**

### **CONSTRUCTION, CONNECTION, BONDING AND REPAIR PERMITS**

- 3-4-1 Authorization
- 3-4-2 Authorization must be Procured before Starting Work
- 3-4-3 Failure to Remedy Defective Work
- 3-4-4 Revocation of Authorization
- 3-4-5 Inspection Required
- 3-4-6 Reinspection - Additional Fee
- 3-4-7 Authorization not to Be Issued until Special Sewer Assessment is Paid
- 3-4-8 Assessment to be in Addition to Fees
- 3-4-9 Construction near Sewer Easement
- 3-4-9a Interference of Access to District Lines Caused by Placement of Utilities Owned by Cities and Others
- 3-4-10 Consideration of Collection System Alignment and Construction Requests

#### **3-4-1 AUTHORIZATION**

No person shall commence or carry on the work of laying, repairing, altering, or connecting any building sewer, directly or indirectly, to District lines, or disturb any sewer easement or trunk line, without first having received authorization from the District as required herein.

#### **3-4-2 AUTHORIZATION MUST BE PROCURED BEFORE STARTING WORK**

If any work requiring authorization is commenced without authorization first having been obtained therefor, the District may immediately issue a stop work order until the proper authorization is obtained.

#### **3-4-3 FAILURE TO REMEDY DEFECTIVE WORK**

No further authorization shall be issued to any sewer contractor or plumber who has failed to remedy defective work to the satisfaction of the District.

#### **3-4-4 REVOCATION OF AUTHORIZATION**

The District may, at any time, revoke authorization because of defective work which has not been corrected after written notice and within the time specified therein by the District.

### **3-4-5 CONNECTION INSPECTION REQUIRED**

The inspection of the connection of service laterals to a District owned-sewer shall be under the direction of the District or by authorized city inspectors. The District shall be notified on a regular working day at least forty-eight (48) hours in advance of the time the permittee requests a District inspection. The excavation made to expose the point of connection as well as the connection itself with all piping, fittings, and coring shall be left open and visible for inspection. There shall be no backfilling until the inspection is made and the work accepted. Any portion of the work not done in accordance with these requirements and the instruction of the District, or its inspectors, shall be corrected promptly.

### **3-4-6 REINSPECTION - ADDITIONAL FEE**

In the event that the inspector finds the connection not in conformity with standards, or if any changes are necessary requiring another inspection, a charge shall be collected for each such additional inspection.

### **3-4-7 AUTHORIZATION NOT TO BE ISSUED UNTIL SPECIAL SEWER ASSESSMENT IS PAID**

1. No authorization for a sewer connection shall be issued until the payment of any required assessment impact fee, inspection fee, or surcharge in addition to the connection fee.

2. The District shall maintain a record of the payment of the said assessments and fees.

### **3-4-8 ASSESSMENT TO BE IN ADDITION TO FEES**

The payment of any of the assessments or surcharges required shall not relieve the owner of the payment of other fees required herein.

### **3-4-9 CONSTRUCTION NEAR SEWER EASEMENT**

Any construction of improvements including residential subdivisions, commercial

developments, parks, and golf courses over existing District-owned sewer lines shall maintain ready access to all manholes and shall abide by conditions of the easement agreement. Where feasible the District's sewer shall be located entirely within a public roadway. If this is not feasible, manholes shall be provided in a public roadway and located at both ends of each section of sewer line running outside of the roadway at a maximum spacing of 800 feet. Alignment between said manholes shall be straight and spacing of additional manholes between shall be in accordance with applicable regulations and requirements of the District.

Any and all costs associated with relocation and installation of the sewer line and manholes shall be born by the developer or owner of the improvements.

All proposed improvements near District owned sewers shall be submitted to the District for review and authorization before any work is performed. Plans, including profiles, sections, and details, shall be submitted for any proposed addition, realignment, or modification to the District's sewer.

**3-4-9a INTERFERENCE OF ACCESS TO DISTRICT LINES CAUSED BY PLACEMENT OF UTILITIES OWNED BY CITIES AND OTHERS**

1. The North Davis Sewer District (District) acknowledges the challenge of locating all of the various utility service lines within the right-of-way of city and other roadways. The intent of this Ordinance is to encourage cooperation between the District, cities and other agencies during the planning and design phases of developments which will include the installation of buried pipelines and other utilities so that interferences with the sanitary sewer, can be minimized. The District, therefore, petitions all involved parties to include the District in the planning process of all projects that include the installation of buried utilities near its sewer lines.

2. The goal is that no utility lines, manholes, junction boxes, or other lines, improvements, or appurtenances shall be constructed over or near District-owned sewer lines within a horizontal or vertical proximity or in such a manner which interferes with the ability of the District to freely and reasonably access its sewer lines through normal open-cut excavation methods for purposes of repair, replacement, or modification of its sewer line utility.

3. Culinary water line horizontal and vertical separation distances shall be governed by State Administrative Rule R317-3-2 2.9 B. 1., generally being 10 feet of horizontal and 18 inches of vertical separation unless defined criteria allowing closer separation are met and such closer separation does not unreasonably restrict free and reasonable access to a District sewer line.

4. Utilities, other than culinary water lines, proposed for installation near, adjacent and parallel to, or perpendicularly crossing over or under a District-owned sewer line generally shall not be installed with less horizontal separation than indicated in Table 3-4-9a for parallel installations and with less than 12 inches of vertical clearance to sewer line for perpendicular crossings. Conditions or circumstances causing these separation distances to be unreasonably difficult or impractical to maintain will be considered for approval by the District on a case-by-case basis.

5. Utilities or improvements constructed or placed in violation of this policy shall be relocated in a timely manner. The responsibility for, and cost of, the relocation shall be borne by the owner of the interfering utility or utilities.

**Table 3-4-9a**  
**Recommended Minimum Separation Distances, ft.**

Sewer Pipe Size, in.	Difference in Invert Elevations, ft. Recommended dimensions from centerline of NDS pipe to edge of other utility trench						Trench Width, in.
	6	8	10	15	20	25	
8	5.50	5.50	5.50	10.50	11.50	14.00	36
10	5.50	5.50	5.50	10.50	11.50	14.00	36
12	5.75	5.75	5.75	10.75	11.75	14.25	42
15	5.75	5.75	5.75	10.75	11.75	14.25	42
18	6.00	6.00	6.00	11.00	12.00	14.50	48
21	6.00	6.00	6.00	11.00	12.00	14.50	48
24	6.25	6.25	6.25	11.25	12.25	14.75	54
27	6.50	6.50	6.50	11.50	12.50	15.00	60
30	6.75	6.75	6.75	11.75	12.75	15.25	66
33	6.75	6.75	6.75	11.75	12.75	15.25	66
36	7.00	7.00	7.00	12.00	13.00	15.50	72
42	7.50	7.50	7.50	12.50	13.50	16.00	84
48	7.75	7.75	7.75	12.75	13.75	16.25	90
54	8.00	8.00	8.00	13.00	14.00	16.50	96
60	9.00	9.00	9.00	14.00	15.00	17.50	120
72	8.75	8.75	8.75	13.75	14.75	17.25	114
84	9.25	9.25	9.25	14.25	15.25	17.75	126

### **3-4-10 CONSIDERATION OF COLLECTION SYSTEM ALIGNMENT AND CONSTRUCTION REQUESTS**

When a request is submitted to the District to consider installing a sewer line in a location, or following an alignment, that is different from the current location or alignment, or that is different from an alignment designated in the District's Sewer Master Plan for proposed future sewer line projects, or construction of a new line not identified in the Master Plan, the following shall apply:

1. If the request is submitted by a private property owner, property developer, or city outside the District, the request may be considered if the requesting person, company, or city provides a written agreement to pay all costs associated with the alignment modifications including all evaluation, engineering, legal, easement, construction, and any other associated costs. The terms and conditions of payment shall be provided in writing in a form acceptable to the District. Payment of such costs shall be guaranteed by either (a) a corporate surety bond, (b) escrow agreement, (c) irrevocable letter of credit, (d) cash deposit or (e) such other guarantee as the District finds acceptable.

2. If the request is submitted by a city within the District the following shall apply:

A. If the request is for realignment or relocation of an existing line that has not been identified by the District for repair, replacement, modification, or improvement, the requesting city shall agree to pay all costs associated with the realignment/relocation, including all evaluation, engineering, legal, easement, construction, and any other associated costs. All proposed construction shall be in compliance with District standards of quality.

B. If the request is for consideration of changing the alignment of a future sewer line identified in the District's Sewer Master Plan or for construction of a new line not identified in the Master Plan the following shall apply:

- i. The District will consider the request and determine whether it has merit warranting further consideration.
- ii. If it is determined to have merit, the District will have its engineer prepare a cost estimate to perform an evaluation of the feasibility, desirability, and cost of design and construction to implement the requested alignment.
- iii. Before the District authorizes the engineer to proceed with the feasibility evaluation, the requesting city shall enter into a written agreement to pay 50% of the cost of the evaluation. Such payment shall be non-refundable.
- iv. After completion of the feasibility evaluation by the engineer, a copy of the feasibility report will be furnished to the requesting city for review and comment.
- v. If the feasibility evaluation concludes that the requested alignment is feasible, desirable, and beneficial, the District may decide to proceed with design and construction. The District is under no obligation to take any action or comply with any requested schedule or expenditure and may, at its sole discretion, decide to deny any requested alignment change.
- vi. If the District decides to proceed with design and construction, the following will apply:
  - (1) If the request is for an alternate alignment a cost estimate of the Master Plan alignment will be compared to the cost estimate of the requested alternate alignment.
  - (2) If the request is for a new line not identified in the Master Plan its cost will be evaluated on its own merits with consideration given to the respective benefit derived from the line by the city and the District and whether the service and description of the line meets the general criteria and description of a District Line as defined in Section 3-4-10.1 of these Ordinances. If the cost of the requested alternate alignment is greater than the Master Plan project cost, and the alternate

alignment is solely for the benefit of the requesting city, the District will require the requesting city to agree to fund the full additional cost of the alternate alignment.

(3) If the cost of the requested alternate alignment is greater than the Master Plan project cost, and the alternate alignment provides benefit beyond the sole interests of the requesting city, the District will determine what percentage contribution the requesting city will be required to make towards the additional cost. No payment will be made to requesting city for any estimated or actual cost reductions. The amount the city will be required to contribute will be roughly based on the benefit realized by the city from the requested alignment and/or the adverse impact that the original or Master Plan alignment would have on the city. The District recognizes the difficulty of determining/deciding this amount and may negotiate the amount and terms of payment with the requesting city on a case by case basis.

(4) If for any reason the District is unable to reach an agreement with the requesting city regarding payment participation, specific alignment, or any other related issue, the District reserves the right and sole discretion to continue with construction of the project, modify the project, postpone the project, cancel the project, or to take any other action deemed necessary by the District.

vii. If the District determines that the requesting city will be required to pay the full cost or a percentage of the additional cost of the requested alignment, the terms of the payment shall be agreed to in writing before the project will be initiated by the District. Terms of payment may include an up-front lump sum payment; an initial down-payment followed by installment payments at a designated frequency over a specified term; no down payment and installment payments at a designated frequency over a specified term; imposition of a special additional impact fee by the city

for new construction in the area served by the alternate alignment with the revenue from said impact fees being remitted to the District as they are collected over time; or other payment options agreeable to both the city and the District.

viii. If the requesting city proposes a method of payment which pledges future impact fees, the city shall have a third party analysis performed by a qualified person, party or company approved by the District to project the amount of impact fee that would be needed to repay the city's share of the project cost. The analysis shall include identification of current and future land uses, population growth projections, development densities, projected development schedules, projected number of sewer connections, and a proposed term length for payment of debt.

#### **3-4-10.1 DEFINITION OF DISTRICT LINE**

**District Collection Line, District Sewer Line, or District Line** - for purposes of evaluating responsibility for owning, operating, maintaining, constructing, improving, expanding, or extending sewage collection pipelines it is important to describe and define the characteristics of District collection lines that generally differentiate them from city-owned collection lines. District-owned sewage collection pipelines generally conform to the following described services and characteristics:

1. Line is shown on District collection system mapping and is designated as District-owned line.
2. Line is currently owned, operated, and maintained by District staff
3. Line was planned, engineered, and constructed by the District using District funds.
4. Line qualifies as a sewage trunk line, interceptor line, or outfall line in its description and the service it provides.
5. Line does not qualify in description or service as a building service or lateral sewer.

6. Line does not qualify in description or service as a sewer branch or main.

7. Line does not qualify in description or service for subdivision, residential area, business complex, commercial development, industrial park, institutional developments, or other specialized uses.

8. Line serves large areas consisting of many residential subdivisions, business/commercial areas, and other areas served by branch and main sewers that discharge into District-owned trunk-type sewers.

9. Line serves for District-wide sewage collection, crossing through and traversing multiple city boundaries and areas.

10. Line sizes are generally larger in diameter than typical city-owned sewer lines. District-owned sewer lines are generally 18 inches in diameter and larger.

Above descriptions shall not be construed, and are not intended, to allow acceptance of any currently city-owned lines into the District-owned system. Current city-owned and non-District lines shall remain the responsibility of the current owners.

## **CHAPTER 5**

### **WASTEWATER DISCHARGE PERMITS**

3-5-1	Authorization Required to Discharge
3-5-2	General Permits
3-5-3	Permit Application
3-5-4	Permit Modifications
3-5-5	Permit Conditions
3-5-6	Permit Duration
3-5-7	Permit Transfer Prohibited
3-5-8	Compliance Date Report
3-5-9	Periodic Compliance Reports
3-5-10	Monitoring Facilities
3-5-11	Inspection
3-5-12	Failure to Permit Inspection
3-5-13	Sampling
3-5-14	Pretreatment
3-5-15	Confidential Information
3-5-16	List of Significant Industrial Users

#### **3-5-1 AUTHORIZATION REQUIRED TO DISCHARGE**

There shall be no discharge of wastewater into the District facilities without a permit or authorization or in any area under the jurisdiction of the District, except as authorized by the District in accordance with the provisions hereof.

#### **3-5-2 GENERAL PERMITS**

All users now connected or proposing to connect to the system shall obtain a Wastewater Discharge Permit or authorization within the time specified by the North Davis Sewer District. The Board of Trustees of the District by Resolution shall determine the types of permits including those permits required for regulation of significant industrial users.

#### **3-5-3 PERMIT APPLICATION**

Users required to obtain a Wastewater Discharge Permit shall complete and file with the North

Davis Sewer District an application in the form prescribed by the District.

#### **3-5-4 PERMIT MODIFICATIONS**

Upon enactment of a National Categorical Pretreatment Standard and within the time prescribed thereby, the Wastewater Discharge Permit of Users subject to such standards shall be revised to require compliance therewith. Where a User, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a Wastewater Discharge Permit, the User shall apply for a Wastewater Discharge Permit within thirty (30) days after notice of the enactment of the applicable National Categorical Pretreatment Standard. The User with an existing Wastewater Discharge Permit shall submit to the Manager within thirty (30) days after such notice, the information required by the then current permit application as established by Resolution of the District. In addition to the foregoing, the terms and conditions of the permit shall be subject to modification by the District during the term of the permit as limitations or requirements are modified or other just cause exists.

Any changes or new conditions in the permit shall include a reasonable time schedule for compliance, as determined by the Manager.

#### **3-5-5 PERMIT CONDITIONS**

Wastewater Discharge permits shall be expressly subject to all provisions hereof and all other applicable regulations, user charges and fees established by the District. Permits may contain, but are not limited to, the following:

1. Payment of the then current unit charge or schedule of user charges and fees for the wastewater to be discharged to the sewer;
2. Limits on the average and maximum wastewater constituents and characteristics;
3. Limits on average and maximum rate and time of discharge or requirements for flow

regulations and equalization;

4. Requirements for installation and maintenance of inspection and sampling facilities;

5. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;

6. Compliance schedules;

7. Requirements for submission of technical reports or discharge reports;

8. Requirements for maintaining and retaining records relating to wastewater discharge as specified by the District, and affording District access thereto;

9. Requirements for notification to the District of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system;

10. Requirements for notification of slug discharges. These shall include a requirement that the District shall evaluate, at least once every two years, whether each Significant Industrial User needs a plan to control "slug" discharges as that term is defined herein. If the District decides that a slug control plan is needed, the plan shall contain, at a minimum, the following elements:

A. Description of discharge practices, including non-routine batch discharges;

B. Description of stored chemicals;

C. Procedures for immediately notifying the District of slug discharges, including any discharge that would violate a prohibition under 40 CFR 403.5(b), with procedures for follow-up written notification within five (5) days;

D. If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading

operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

11. Requirements for separate systems to handle sanitary and industrial wastewater such that in the event that the user's industrial wastewater is or could cause an interference or a potential interference with the District, that the industrial wastewater could be severed, preventing discharge into the District and still allowing the user's sanitary wastewater to discharge into the District;

12. Each industrial user shall provide protection from accidental discharge of prohibited materials or other substances regulated herein. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the industrial user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted for review, and shall be approved before construction of the facility. All existing industrial users shall complete such plan within ninety (90) days from the effective date of this Ordinance. No industrial user who commences contribution to the District after the effective date hereof shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the industrial user's facility as necessary to meet the requirements hereof. In the case of an accidental discharge, it is the responsibility of the industrial user to immediately telephone and notify the District of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.

A. Written Notice. Within five (5) days following an accidental discharge, the industrial user shall submit to the Manager a detailed written report describing the cause of the

discharge and the measures to be taken by the industrial user to prevent similar future occurrences. Such notification shall not relieve the industrial user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the District, fish and wildlife kills, or any other damage to person or property; nor shall such notification relieve the industrial user of any fines, civil penalties, or other liability which may be imposed by this article or other applicable law.

B. Notice to Employees. A notice shall be permanently posted on the industrial user's bulletin board or other prominent place advising employees who to call in the event of a dangerous discharge. Employers shall insure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

13. A requirement that the Industrial User inform the POTW, the State Bureau of Solid and Hazardous Waste, and the EPA Regional Waste Management Director of All Hazardous Substances that the Industrial User discharges into the POTW.

14. Other conditions as deemed appropriate by the District.

### **3-5-6 PERMIT DURATION**

Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specified date. The user shall apply for permit reissuance a minimum of 180 days prior to the expiration of the user's existing permit. Any permit may be canceled or terminated for failure to comply with the requirements hereof.

### **3-5-7 PERMIT TRANSFER PROHIBITED**

A Wastewater Discharge Permit shall not be sold, traded, assigned, transferred, or sublet.

### **3-5-8 COMPLIANCE DATE REPORT**

Within 90 days following the date for final compliance with applicable Pretreatment Standards

or, in the case of a new source, following commencement of the introduction of wastewater into the District, any User subject to Pretreatment Standards and requirement shall submit to the Manager a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards and requirements and the average, minimum, and maximum daily flow and times for these process units in the User facility which are limited by such Pretreatment Standards or Requirements. The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional O & M and/or pretreatment is necessary to bring the User into compliance with the applicable Pretreatment Standards or Requirements. This statement shall be signed by an authorized representative of the significant industrial user, and certified to by a qualified professional engineer.

### **3-5-9 PERIODIC COMPLIANCE REPORTS**

1. Any User subject to a Pretreatment Standard, after the compliance date of such Pretreatment Standard, or, in the case of a new source, after commencement of the discharge into the District, shall submit to the Manager during the months of June and December, for the respective preceding six month period, unless required more frequently in the Pretreatment Standard or by the Manager, a report indicating the nature and concentration of pollutants in the effluent which are limited by such Pretreatment Standards. In addition, this report shall include a record of all daily flows which during the reporting period exceeded the average daily flow. At the discretion of the District and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the District may alter the months during which the above reports are to be submitted.

2. The District may impose mass-based limitations on Users which are using dilution to meet applicable Pretreatment Standards of Requirements, or in other cases where the imposition of

mass-based limitations are appropriate. In such cases, the report required by subparagraph (a) of this paragraph shall indicate the mass of pollutants regulated by Pretreatment Standards in the effluent of the User. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the Manager, of pollutants contained therein which are limited by the applicable Pretreatment Standards. The frequency of monitoring shall be prescribed in the applicable Pretreatment Standard. All analysis shall be performed in accordance with procedures established by the EPA Administrator pursuant to Section 304 (h) of the Act and contained in 40 CFR, Part 136 and amendments thereto, or with any other test procedures approved by the EPA Administrator. Sampling shall be performed in accordance with the techniques approved by the EPA Administrator.

3. All Industrial Users are required to inform the POTW, the State Bureau of Solid and Hazardous Waste and the EPA Regional Waste Management Director of all hazardous substances that they discharge to the POTW.

4. Significant Noncategorical Industrial Users shall submit to the Control Authority at least once every six (6) months (on dates specified by the Control Authority) a description of the nature, concentration, and flow of the pollutants required to be reported by the Control Authority. These reports shall be based on sampling and analysis performed in the period covered by the report, and performed in accordance with the techniques described in 40 CFR, Part 136 and amendments thereto. Where 40 CFR, Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the POTW or other persons, approved by the EPA.

### **3-5-10 MONITORING FACILITIES**

The User may be required to provide and operate, at its expense, monitoring equipment and facilities approved by the District, sufficient to allow inspection, sampling, and flow measurement of the building sewer systems. The monitoring equipment and facilities shall be situated on the User's premises or such other location as allowed by the District. The District shall have continuous access to the monitoring facilities and security against tampering shall be provided by the user.

There shall be ample room in or near such monitoring manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

Whether constructed on public or private property, the sampling and monitoring equipment and facilities shall be provided in accordance with the District's requirements and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written notification by the District.

### **3-5-11 INSPECTION**

All users shall allow the Manager or his representatives ready access at all reasonable times to all parts of the premises for the purpose of inspection, sampling, records examination or in the performance of any of its duties. The District, Approval Authority, State and EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the District will be permitted to enter, without unreasonable delay, for the purposes

of performing their specific responsibilities.

The District shall randomly sample and analyze the effluent from industrial users and conduct surveillance activities in order to identify, independent of information supplied by industrial users, occasional and continuing noncompliance with pretreatment standards. The District shall inspect and sample the effluent from each significant industrial user at least once a year. The District shall evaluate, at least once every two years, in accordance with §5.2.4(j) of the Wastewater Control Ordinance, whether each such significant industrial user needs a plan to control slug discharges.

#### **3-5-12 FAILURE TO PERMIT INSPECTION**

In the event a duly authorized officer or agent of the District is refused admission for any purpose, the Manager may cause sewer service to the premises in question to be discontinued until the District agents have been afforded reasonable access to the premises and sewer system to accomplish the inspection and/or sampling.

#### **3-5-13 SAMPLING**

All measurements, tests, and analyses of the characteristics of water and wastes to which reference is made herein shall be determined in accordance with the provisions of 40 CFR Part 136, Test Procedures. In the event that no special facility has been required, the point of inspection shall be considered to be the downstream manhole in the public sewer nearest to the point at which the building sewer is connected to the public sewer.

#### **3-5-14 PRETREATMENT**

Users shall provide necessary wastewater treatment as required to comply herewith.

Any monitoring equipment and facilities required to pretreat wastewater to a level acceptable to the District.

shall be provided, operated, and maintained at the user's expense. Such facilities required by

the District may include the requirement for separate systems to handle sanitary and industrial wastewater so that both can be discharged into the collection system independently of each other. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the District for review, and shall be approved in writing by the Manager before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the District under the provisions hereof. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the District prior to the user's initiation of the changes.

The District shall annually publish in a newspaper of general circulation within the boundaries of the District, a list of the users which were in "Significant Non-Compliance" with respect to any Pretreatment Requirements or Standards during the previous 12 months. All records relating to compliance with Pretreatment Standards shall be made available to officials of the EPA or Approval Authority upon request.

### **3-5-15 CONFIDENTIAL INFORMATION**

Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the Manager that the release of such information would divulge information, processes or methods or production entitled to protection as trade secrets of the user.

When requested by the user furnishing a report, the portions of a report which might disclose Trade secrets or secret processes shall not be made available for inspection by the public

but shall be made available upon written request to governmental agencies for uses related hereto, the National Pollutant Discharge Elimination System (NPDES) Permit, and/or the pretreatment requirements; provided, however, that such portions of a report shall be available for use by the State or any state agency in judicial review or enforcement proceedings involving the user furnishing the report.

Effluent data may not be maintained as confidential information.

### **3-5-16 LIST OF SIGNIFICANT INDUSTRIAL USERS**

1. The District shall prepare a list of its industrial users meeting the criteria in 40 CFR 403.3(t)(1). The list shall identify the criteria in 40 CFR 403.3(t)(1) applicable to each industrial user and, for industrial users meeting the criteria in 40 CFR 403.3(t)(1)(ii), shall also indicate whether the District has made a determination pursuant to 40 CFR 403.3(t)(2) that such industrial user should be considered a significant industrial user. This list, and any subsequent modifications thereto, shall be submitted to the Approval Authority as a nonsubstantial program modification pursuant to 40 CFR 403.18(b)(2). Discretionary designations or de-designations by the Control Authority shall be deemed to be approved by the Approval Authority ninety (90) days after submission of the list or modifications thereto, unless the Approval Authority determines that a modification is in fact a substantial modification.

2. Upon a finding that an industrial user meeting the criteria in 40 CFR 403.3(t)(1)(ii) has no reasonable potential for adversely affecting the District's operation or for violating any pretreatment standard or requirement, the Control Authority (as defined in 40 CFR 403.12(a)) may at any time, on its own initiative or in response to a petition received from an industrial user or the District, and in accordance with 40 CFR 403.8(f)(6), determine that such industrial user is not a Significant Industrial User.



## **CHAPTER 6**

### **FEES AND CHARGES**

3-6-1	Purpose
3-6-2	Fees and Charges
3-6-3	Classification of Users
3-6-4	Surcharges
3-6-5	Fees
3-6-6	Combination Billings
3-6-7	Charges for Discontinuing or Restoring Services
3-6-8	Damage to Facilities
3-6-9	Review of Each User's Wastewater Service Charge
3-6-10	Notification
3-6-11	Charges - Responsibility of Owner
3-6-12	Periodic Billing Statements
3-6-13	Delinquency
3-6-14	Collection, Accounting Costs
3-6-15	Tax Lien Authority
3-6-16	Restoration of Service

#### **3-6-1 PURPOSE**

Each user shall pay all fees and charges required by the District or other assessing entity.

Appropriate surcharges will be imposed. It is the purpose of this chapter to provide for the payment of all costs, maintenance and operation from the users. The total annual cost of operation and maintenance shall include, but need not be limited to: labor, repairs, equipment replacement, maintenance, necessary modifications, power, sampling, laboratory tests, and a reasonable contingency fund. The charges will be based upon the quality and quantity of user's wastewater, and also upon the District's capital and operating costs to intercept, treat, and dispose of wastewater and plan for future needs. The applicable charges shall be set forth in a Schedule of rates for the District. The schedule of rates, fees and charges shall be adjusted from time to time by the District to apportion such costs,

including energy costs, among the users of the District.

### **3-6-2 FEES AND CHARGES**

The District's fees and charges are set forth in the User Charge System, which may be amended from time to time by the Board of Trustees.

### **3-6-3 CLASSIFICATION OF USERS**

The users of the District may be divided into various classifications, including but not limited to: single dwelling units, duplexes, multiple dwelling units, nonresidential, commercial and industrial. Further classifications may be established for each nonresidential user class.

### **3-6-4 SURCHARGES**

Users shall be subject to a surcharge for excessive BOD, suspended solids, biodegradable and non-biodegradable oil and grease, and for service outside the District boundaries as provided for in the User Charge System in addition to other penalties and remedies.

### **3-6-5 FEES**

The District may adopt fees which may include, but not be limited to, the following:

1. Fees for all costs, including maintenance and operation.
2. Fees for reimbursement of costs of setting up and operating the Pretreatment Program.
3. Fees for monitoring, inspections and surveillance procedures to include, but not be limited to, laboratory analysis.
4. Fees for reviewing accidental discharge procedures and construction.
5. Fees for permit applications.
6. Fees for filing appeals.
7. Fees for consistent removal (by the District) of pollutants otherwise subject to Federal Pretreatment Standards.

8. Fees for connection.
9. Fees for repairs and disconnection.
10. Fees for inspections.
11. Fees for development and expansion.
12. Other fees as the Board of Trustees may deem necessary.

### **3-6-6 COMBINATION BILLINGS**

The District may combine culinary water and sewer charges for billing purposes.

### **3-6-7 CHARGES FOR DISCONTINUING OR RESTORING SERVICES**

In the event service to any building or premises in the District is shut off, a fee to be set by the District shall be charged for restoring sewer service which fee shall be not less than the amount charged as an impact fee, plus actual expenses to the District.

### **3-6-8 DAMAGE TO FACILITIES**

The User shall pay for the increased costs incurred when the user's discharge causes an obstruction or damage or when, because of the nature of the discharge, costs are increased as when toxic pollutants increase the costs for managing the effluent or the sludge.

### **3-6-9 REVIEW OF EACH USER'S WASTEWATER SERVICE CHARGE**

The District shall annually review the total cost of operation and maintenance, as well as each Significant Industrial user's discharge, and will revise charges as necessary to provide sufficient funds adequately to operate and maintain the District.

### **3-6-10 NOTIFICATION**

Each industrial user will be notified in conjunction with a regular bill, of the rate and that portion of the user charges which are attributable to wastewater treatment services.

### **3-6-11 CHARGES - RESPONSIBILITY OF OWNER**

All fees and charges made for sewer services shall be chargeable against and payable by the owner of the premises connected or to be connected with the sewer.

### **3-6-12 PERIODIC BILLING STATEMENTS**

The District or other assessing entity shall cause billings for wastewater treatment charges to be rendered periodically at rates established as per the User Charge System.

### **3-6-13 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 thirty (30) days after billing, it shall, at the District's option, be deemed delinquent and subject to penalties and attorney fees and court costs and may be recovered by civil action, and the District shall have the right to terminate sewer service and enter upon private property for accomplishing such purposes.

### **3-6-14 COLLECTION, ACCOUNTING COSTS**

The District shall receive and collect the sewer fees and charges levied under the provisions of this Chapter. In the event of partial payment, the District may apply said payment to any sums due for sewer fees or charges.

### **3-6-15 TAX LIEN AUTHORITY**

In addition to any other remedies provided herein, the District may impose a tax lien on the property being served for failure to pay the applicable fees and charges, pursuant to the provisions of Utah law.

### **3-6-16 RESTORATION OF SERVICE**

Sewer service shall not be restored until all charges, including the expense of termination and restoration of service, shall have been paid.



## **CHAPTER 7**

### **IMPACT FEES**

3-7-1	Purpose of Chapter
3-7-2	Definitions
3-7-3	Capital Facilities Plan
3-7-4	Public Notice of Capital Facilities Plan
3-7-5	Revenue Sources
3-7-6	Necessity of Impact Fees
3-7-7	Written Analysis of Impact Fees
3-7-8	Proportionate Share of Costs
3-7-9	Additional Factors in Calculating Impact Fees
3-7-10	District Service Area Subject to Impact Fees
3-7-11	Amount of Impact Fee
3-7-12	Adjustment of Standard Impact Fee
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3-7-14	Adjustment for Previously Incurred Costs
3-7-15	Impact Fees - Accounting
3-7-16	Impact Fees Expenditures
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3-7-18	Declaratory Judgment Action
3-7-19	Request for Information
3-7-20	Administrative Appeal
3-7-21	Administrative Appeal Procedure
3-7-22	Judicial Review
3-7-23	Severability
3-7-24	Interpretation

#### **3-7-1 PURPOSE OF CHAPTER**

In order to meet the growing needs of the District, it is necessary for the District to build capital improvements. Impact fees are an essential part of financing capital improvements. The Utah State Legislature has adopted the "Impact Fees Act" which authorizes assessment of impact fees and which sets forth requirements to be met by municipalities, counties and special service districts of the State of

Utah prior to assessment of impact fees. It is the purpose of this Chapter to comply with all requirements of the Impact Fees Act so that the District can fairly and equitably assess impact fees in accordance with the Impact Fees Act.

### **3-7-2 DEFINITIONS**

As used in this Chapter:

1. "Building permit fee" means the fees charged to enforce the uniform codes adopted pursuant to Title 58, Chapter 56, Utah Code Annotated, 1953, Uniform Building Standards Act, that are not greater than the fees indicated in the appendix to the Uniform Building Code.
2. "Capital Facilities Plan" means the plan required by the Impact Fees Act.
3. "Development activity" means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.
4. "Development approval" means any written authorization from a local political subdivision that authorizes the commencement of development activity.
5. "Enactment" means a resolution or ordinance adopted by the Board of Trustees of the District.
6. "Hookup fees" means reasonable fees, not in excess of the approximate average costs to the District, for services provided for and directly attributable to the connection to District services.
7. "Impact Fee"
  - A. "Impact fee" means a payment of money imposed upon development activity as a condition of development approval or connection to District services.
  - B. "Impact fee" does not mean a tax, a special assessment, a building permit fee,

a hookup fee, a fee for project improvements, or other reasonable permit or application fee.

8. "District" means the North Davis Sewer District.

9. "Project Improvements"

A. "Project improvements" means site improvements and facilities that are:

i. planned and designed to provide service for development resulting from a development activity; and

ii. necessary for the use and convenience of the occupants or users of development resulting from a development activity.

B. "Project improvements" does not mean system improvements.

10. "Proportionate share" means the cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any development activity.

11. "Public facilities" means only the following capital facilities that have a life expectancy of ten or more years and are owned or operated by or on behalf of the District:

A. water rights and water supply, treatment, and distribution facilities;

B. wastewater collection and treatment facilities;

C. storm water, drainage, and flood control facilities;

D. open space

12. "Service area" means the entire geographic area within the boundaries of the District.

13. "System Improvements"

A. "System improvements" means:

i. existing public facilities that are designed to provide services to the area within the District boundaries; and

ii. future public facilities identified in a Capital Facilities Plan that are intended to provide services within the District.

B. "System improvements" does not mean project improvements.

### **3-7-3 CAPITAL FACILITIES PLAN**

The District has caused a study to be made of the impact fee needs of the District. Such study is contained in two (2) documents, as follows: (a) "Impact Fee Facilities Plan," dated August, 2013; (b) "Sewer Impact Fee Analysis" manual, dated September, 2013. The said Impact Fee Facilities Plan and the said Sewer Impact Fee Analysis are hereby adopted by reference as and for the Capital Facilities Plan of the District and shall collectively hereinafter be referred to in this Chapter as the "Capital Facilities Plan." The Capital Facilities Plan identifies demands placed upon existing public facilities by new development and states the means by which the District will meet those demands.

### **3-7-4 PUBLIC NOTICE OF CAPITAL FACILITIES PLAN**

The District has given public notice of the Capital Facilities Plan and has made a copy of the Capital Facilities Plan available to the public and has held a public hearing and invited public comment on the Capital Facilities Plan, all in accordance with and as required by the Impact Fees Act.

### **3-7-5 REVENUE SOURCES**

In preparing the Capital Facilities Plan, the District has generally considered all revenue sources, including impact fees, available to finance the impacts on District system improvements.

### **3-7-6 NECESSITY OF IMPACT FEES**

The Capital Facilities Plan of the District establishes the need for impact fees on development activities and the Capital Facilities Plan establishes that impact fees are necessary to achieve an

equitable allocation to the costs borne in the past and to be borne in the future, in comparison to the benefits already received and yet to be received.

### **3-7-7 WRITTEN ANALYSIS OF IMPACT FEES**

The Capital Facilities Plan contains a written analysis of each impact fee and:

1. Identifies the impact on District system improvements required by development activity;
2. Demonstrates how those impacts on District system improvements are reasonably related to the development activity;
3. Estimates the proportionate share of the costs of impacts on District system improvements that are reasonably related to the new development activity; and,
4. Based upon those factors and the requirements of this Chapter, identifies how the impact fees were calculated.

### **3-7-8 PROPORTIONATE SHARE OF COSTS**

In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the District shall identify, if applicable:

1. the cost of existing public facilities;
2. the manner of financing existing public facilities, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;
3. the relative extent to which the newly developed properties and the other properties in the District have already contributed to the cost of existing public facilities, by such means as user charges, special assessments, or payment from the proceeds of general taxes;
4. the relative extent, if any, to which the newly developed properties and the other

properties in the District will contribute to the cost of existing public facilities in the future;

5. the extent, if any, to which the newly developed properties are entitled to a credit because the District is requiring their developers or owners, by contractual arrangement or otherwise, to provide common facilities, inside or outside the proposed development, that have been provided by the District and financed through general taxation or other means, apart from user charges, in other parts of the District;

6. extraordinary costs, if any, in servicing the newly developed properties; and,

7. the time-price differential inherent in fair comparisons of amounts paid at different times.

### **3-7-9 ADDITIONAL FACTORS IN CALCULATING IMPACT FEES**

In calculating the impact fees, the District may also include:

1. the construction contract price;

2. the cost of acquiring land, improvements, materials and fixtures;

3. the cost for planning, surveying, and engineering fees for services provide for and directly related to the construction of the District system improvements; and,

4. the debt service charges, if the District might use impact fees as a revenue stream to pay the principal and interest on bonds, notes, or other obligations issued to finance the costs of the District system improvements.

### **3-7-10 DISTRICT SERVICE AREA SUBJECT TO IMPACT FEES**

The District shall calculate and impose impact fees within the entire boundaries of the District with the exception of the area incorporated within the boundaries of Hill Air Force Base, which area is serviced pursuant to the terms of a contract with Hill Air Force Base which contract charges include an impact fee factor.

### **3-7-11 AMOUNT OF IMPACT FEE**

The amount of the standard impact fee adopted by the District is Three Thousand Two Hundred Fifty-Six Dollars (\$3,256.00) per Equivalent Residential Unit (ERU) as defined in the Capital Facilities Plan, effective on December 11, 2013. The amount of the impact fee may be changed by Resolution of the Board of Trustees following public notice and a public hearing as required by law. The formula that the District used to calculate the amount of the impact fee is set forth and analyzed in the Capital Facilities Plan.

### **3-7-12 ADJUSTMENT OF STANDARD IMPACT FEE**

The District Manager, subject to approval by the Board of Trustees, may adjust the standard impact fee provided for in § 3-7-11 at the time the fee is charged to:

1. respond to unusual circumstances in specific cases;
2. insure that the impact fees are imposed fairly; and,
3. consider adjustment of the amount of the standard impact fee based upon studies

and data submitted by the developer with respect to a particular development.

### **3-7-13 POTENTIAL EXEMPTIONS AND CREDITS**

1. The District may in its discretion exempt low income housing and other development activities with broad public purposes from impact fees and establish one (1) or more sources of funds other than impact fees to pay for that development activity.

2. The District may in its discretion allow a credit against impact fees for any dedication of land for, improvements to or new construction of, any system improvements provided by the developer if the facilities:

- A. are identified in the Capital Facilities Plan; and
- B. are required by the District as a condition of approving the development activity.

### **3-7-14 ADJUSTMENT FOR PREVIOUSLY INCURRED COSTS**

The District may adjust the standard impact fee on a particular development by imposing an additional impact fee for public facility costs to the District previously incurred by the District to the extent that new growth and development will be served by the previously constructed improvement.

### **3-7-15 IMPACT FEES - ACCOUNTING**

With respect to collecting impact fees the District shall:

1. establish separate interest bearing ledger accounts for each type of public facility for which an impact fee is collected;
2. deposit impact fee receipts in the appropriate ledger account;
3. retain the interest earned on each fund or account in the fund or account; and, (4) at the end of each fiscal year, prepare a report on each fund or account showing:
  - A. the source and amount of all monies collected, earned, and received by the fund or account; and
  - B. each expenditure from the fund or account.

### **3-7-16 IMPACT FEES EXPENDITURES**

1. The District may expend impact fees only for:
  - A. system improvements for public facilities identified in the Capital Facilities Plan;and
  - B. system improvements for the specific public facility type for which the fee was collected.
2. A. Except as provided in Subsection B, the District shall expend or encumber the impact fees for a permissible use within six years of their receipt.
  - B. The District may hold the fees for longer than six years if it identifies, in writing:

i. an extraordinary and compelling reason why the fees should be held longer than six years; and

ii. an absolute date by which the fees will be expended.

### **3-7-17 REFUNDS**

The District shall refund any impact fees paid by a developer, plus interest earned, when:

1. the developer does not proceed with the development activity and has filed a written request for a refund;
2. the fees have not been spent or encumbered; and
3. no impact has resulted.

### **3-7-18 DECLARATORY JUDGMENT ACTION**

Any person or entity residing in or owning property within the District and any organization, association, or corporation representing the interests of persons or entities owning property within the District, may file a Declaratory Judgment action challenging the validity of the District's impact fees.

### **3-7-19 REQUEST FOR INFORMATION**

Any person or entity required to pay an impact fee who believes the fee does not meet the requirements of the law may file a written request for information with the District. Within two (2) weeks of the receipt of the request for information, the District shall provide the person or entity with the written analysis required by § 11-36-201, Utah Code Annotated, 1953 and with any other relevant information relating to the impact fee.

### **3-7-20 ADMINISTRATIVE APPEAL**

Within thirty (30) days after paying an impact fee, any person or entity who has paid the fee and wishes to challenge the fee shall file a written request for information in accordance with § 3-7-19 of this Chapter and such challenge shall be processed as an administrative appeal in accordance

with the terms and provisions of this Chapter.

### **3-7-21 ADMINISTRATIVE APPEAL PROCEDURE**

1. **DISTRICT MANAGER.** If the appeal is filed in a timely manner, the District Manager shall review the appeal with the staff and issue a written determination which will either uphold, modify or rescind the impact fee assessment. The District Manager will issue a written decision within ten (10) days after filing of the written administrative appeal.

2. **APPEAL TO BOARD OF TRUSTEES.** If any appealing party is dissatisfied with the decision of the District Manager, such party may appeal directly to the Board of Trustees by filing a written appeal with the District Manager, Clerk of the Board or Chairman of the Board within thirty (30) days after the decision of the District Manager. If no written appeal is filed within the said thirty (30) day period, such party may not thereafter process an administrative appeal or seek judicial relief in the District Court.

3. **HEARING.** Following receipt of an appeal, the District Board of Trustees or its designated hearing examiner shall conduct an informal evidentiary hearing which will be held not sooner than five (5) days nor more than twenty-five (25) days after the written appeal to the Board is filed.

4. **DECISION.** After the conclusion of the informal evidentiary hearing, the Board of Trustees by a majority vote, or the Board's designated hearing examiner shall affirm, modify or rescind the decision of the District Manager. Such decision shall be rendered in writing. The decision of the Board or the hearing examiner may set an impact fee lower or higher than the impact fee being appealed provided that such determination is made in accordance with the Impact Fee Act and this Chapter. The decision of the Board or its hearing examiner will be issued within thirty (30) days after the date of the written challenge as required by § 11-36-401(4)(b), Utah Code Annotated, 1953.

5. **FAILURE TO ISSUE DECISION.** Should the District, for any reason, fail to issue a final decision on a written challenge within thirty (30) days after the filing of the appeal, the appeal shall be deemed to have been denied and any affected party may seek appropriate judicial relief in the District Court.

### **3-7-22 JUDICIAL REVIEW**

Within ninety (90) days from a final District decision or within one-hundred twenty (120) days after the written challenge to any impact fee was filed with the District, whichever is earlier, any party to an administrative appeal who is adversely affected by the District's final decision may petition the District Court for a review of the decision. Upon receiving notice that any party has sought judicial review in the District Court, the District shall transmit to the District Court the record of its proceedings, including its minutes, findings, orders, and if available, a true and correct transcript of its proceedings. If the proceedings were tape recorded, a transcript of that tape recording shall be considered to be a true and correct transcript. If there is a record, the District Court's review is limited to the record provided by the District and the Court may not accept or consider any evidence outside the District's record unless that evidence was offered to the District and the Court determines that it was improperly excluded by the District. If there is an inadequate record, the Court may call witnesses and take evidence. The Court shall affirm the decision of the District if the decision is supported by substantial evidence in the record. The Court may award reasonable attorney's fees and costs to the prevailing party.

### **3-7-23 SEVERABILITY**

If any Section, Subsection, Paragraph, Clause or Phrase of this Chapter should be declared invalid for any reason, such decision shall not affect the remaining portions of this Chapter, which shall remain in full force and effect, and for this purpose each provision of this Chapter is declared to

be severable.

### **3-7-24 INTERPRETATION**

Interpretation and application of this Chapter shall be in accordance with and compatible with the provisions of the Impact Fees Act and Utah case law interpreting the Impact Fees Act and generally applying Utah law with respect to impact fees.

## **CHAPTER 8**

### **ENFORCEMENT AND PENALTIES**

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3-8-4	Emergency Suspension of Service
3-8-5	Permit Revocation
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3-8-25	Liability Insurance
3-8-26	Public Nuisances
3-8-27	Informant Rewards
3-8-28	Contractor Listings

#### **3-8-1 ENFORCEMENT AUTHORITY**

The District may adopt procedures and rules for the implementation and administration of and shall enforce the provisions contained herein. Enforcement authority is established and exercised

pursuant to the general welfare powers of the District and the Utah "Water Quality Act", including specifically §19-5-115(7), Utah Code Annotated, 1953, as amended.

### **3-8-2 NOTIFICATION OF VIOLATION**

Whenever the District finds that any user has violated or is violating its wastewater discharge permit, or any prohibition, limitation or requirement contained herein, the District shall serve upon such user a written Notice of Violation (NOV) stating the nature of the violation, which may include a cease and desist order. Also, within the time specified in the NOV, a written plan for the satisfactory correction thereof shall be submitted to the District by the user.

### **3-8-3 METHODS OF NOTIFICATION**

Any notification required herein shall be served either personally or by registered or certified mail.

### **3-8-4 EMERGENCY SUSPENSION OF SERVICE**

The District may, without notice or hearing, suspend wastewater treatment service and/or a Wastewater Discharge Permit when such suspension is necessary, in the opinion of the District, in order to stop an actual or threatened discharge which does or may present an endangerment to persons or the environment or interference with the District or a violation of its NPDES Permit. Any person notified of suspension of his permit or services shall immediately stop or eliminate the discharge. In the event of a failure of the user to comply voluntarily with the suspension order, the District shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the system or endangerment to any individuals. The District shall reinstate the Wastewater Discharge Permit and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge. User shall pay all costs and expenses for any such suspension and

restoration of service. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the District within 15 days of the date of occurrence.

### **3-8-5 PERMIT REVOCATION**

Any user who violates the following conditions hereof, or applicable District, State or Federal regulations, is subject to having the permit revoked and/or sewer service terminated:

1. Failure of a user factually to report the wastewater constituents and characteristics of its discharge;
2. Failure of the user to report significant changes in operations, or wastewater constituents and characteristics;
3. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring;
4. Violation of conditions of the permit;
5. Failure to pay any fees or charges.

### **3-8-6 CIVIL LIABILITY**

Any person violating the provisions herein may be liable for any expense, loss or damage caused by reason of such violation, including the increased costs, if any, for managing effluent or sludge, when such increases are the result of the user's discharge of toxic pollutants. The Manager shall add such charge to the discharger's treatment charge. The District may also obtain injunctive relief against a violating user.

### **3-8-7 CIVIL AND CRIMINAL LIABILITY AND CIVIL ACTIONS FOR ENFORCEMENT**

1. Any person who violates the Utah "Water Quality Act" or any provision of the "North Davis Sewer District Ordinances" set forth herein, or any permit, rule, or order adopted therein or pursuant to authority granted therein, upon a showing that the violation occurred, is subject, in a civil proceeding, to a penalty not exceeding \$10,000 per day for each day that such violation occurs.

2. Any person who knowingly makes a false statement, representation, or certification in any application, record, report, plan, or other documents filed or required to be maintained by the Utah "Water Quality Act" or the "Wastewater Control Ordinance-Rules and Regulations" or by any permit, rule, or order issued under said Act or Ordinance, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained by the Utah "Water Quality Act" and/or the "Wastewater Control-Rules and Regulations" shall be punished by a fine not exceeding \$10,000 or by imprisonment for not more than six (6) months or by both.

3. The District may commence a civil action for appropriate relief, including a permanent or temporary injunction, for any violation or threatened violation, for which the District is authorized to issue a compliance order under the Utah "Water Quality Act" or these "North Davis Sewer District Ordinances," which actions shall be brought in the District Court of the State of Utah where the violation or threatened violation occurred or occurs.

4. If any person fails to comply with a Cease and Desist Order that is not subject to a stay pending an administrative or judicial review, the North Davis Sewer District may initiate an action for and be entitled to injunctive relief to prevent any further or continued violation of the Order.

### **3-8-8 SHOW CAUSE HEARING**

The District may order any user to show cause before the Board of Trustees why enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the Board of Trustees regarding the violation, the reasons why the action is to be or was taken, the enforcement action, and directing the user to show cause why the enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail at least ten days before the hearing. The hearing shall be held within thirty (30) days from the date the Order to Show Cause is served on the user, unless the user agrees to a later hearing date or circumstances require a later hearing date.

### **3-8-9 DESIGNATION OF HEARING ENTITY**

The Board of Trustees may itself conduct the Show Cause Hearing and take the evidence, or may designate any of its members or any officer or employee of the District, or contract with others to:

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 hearings;
2. Take the evidence;
3. Prepare a report of the evidence and hearing, including transcripts where requested and other evidence, together with recommendations for action thereon.

At any hearing held pursuant hereto, testimony may be recorded or preserved by a court reporter.

The Board of Trustees shall render a final decision within thirty (30) days after conducting the hearing or receiving a record of the hearing, if the hearing was not conducted by the Board of Trustees.

Such decision of the Board shall be in writing and shall be based on evidence adduced at the hearing or the written record of the hearing if the Board did not conduct the hearing. There shall be no hearing de novo before the Board if the Board did not conduct the hearing.

### **3-8-10 CONSENT ORDERS**

The Manager or designee is hereby empowered to enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any industrial user responsible for noncompliance. Such orders will include specific action to be taken by the industrial user to correct the noncompliance within a time period also specified by the order. Consent Orders shall be signed by the District and an authorized agent of the industrial user and shall contain a provision authorizing the District to enforce the terms and provisions of such Consent Orders in a court of competent jurisdiction in the event of noncompliance by the industrial user.

### **3-8-11 COMPLIANCE ORDER**

When the Manager finds or has reasonable grounds to believe that an industrial user has violated or continues to violate this Ordinance or a permit or order issued thereunder, he may issue a Compliance Order to the industrial user responsible for the discharge directing that, following a specified time period, sewer service shall be discontinued unless adequate treatment facilities, devices, or other related appurtenances have been installed and are properly operated. Compliance Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the installation of pretreatment technology, additional self-monitoring, and management practices.

### **3-8-12 CEASE AND DESIST ORDERS**

When the Manager finds or has reasonable grounds to believe that an industrial user has

violated or continues to violate this Ordinance or any permit or order issued hereunder, the Manager may issue an order to cease and desist all such violations and direct those persons in noncompliance to:

1. Comply forthwith.

2. Take such appropriate remedial or preventive action as may be needed properly to address a continuing or threatened violation, including halting operations and terminating the discharge.

Further orders and directives as are necessary and appropriate may be issued.

### **3-8-13 ADMINISTRATIVE FINES**

Notwithstanding any other section of this Ordinance, any user who is found to have violated any provision of this Ordinance, or permits and orders issued hereunder, may be fined in an amount not to exceed one thousand dollars (\$1,000.00) per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Such assessments may be added to the user's next scheduled sewer service charge and the Manager shall take such other collection remedies as are available to collect other service charges. Unpaid charges, fines, and penalties shall constitute a lien against the individual user's property. Industrial users desiring to dispute such fines must file a request for the Manager to reconsider the fine within ten (10) days of being notified of the fine. Such request shall be dealt with in accordance with the provisions of Section 3-8-15.

### **3-8-14 REFERRAL FOR STATE ACTION**

The District may refer to the State of Utah violations of pretreatment or toxic effluent standards under the provisions of the Water Quality Act, Title 19, Chapter 5, Utah Code Annotated, 1953, as amended.

### **3-8-15 APPEAL PROCEDURE**

Any permit applicant, permit holder, or other user affected by any decision, action, or determination, including cease and desist orders, made by the District in interpreting or implementing the provisions herein, or any permit issued hereunder, may file with the Manager a written request for reconsideration within ten (10) days of such decision, action, or determination, setting forth in detail the facts supporting the request. The Manager may elect to hold a hearing on the request. The request for reconsideration shall be acted upon by the Manager within ten (10) days from the date of filing or the close of the reconsideration hearing. The decision, action, or determination shall remain in effect during such period of review by the Manager.

If the decision of the Manager is unsatisfactory to the person appealing, such person may file a written appeal to the Board of Trustees within ten (10) days after receipt of the Manager's decision. The hearing shall be held within 30 days from the date the written appeal is received by the District, unless the user agrees to a later hearing date, or circumstances require a later hearing date. The Board of Trustees or its designee shall hear the appeal in accordance with the procedures set forth in Section 3-8-9 and shall make a final decision on the appeal within thirty (30) days after conducting the hearing or receiving a written record of the hearing. The decision, action, or determination of the Manager shall remain in effect during such period of appeal to the Board of Trustees. The decisions of the Board of Trustees shall be binding on all entities and the user until and unless superseded by a Court Order.

### **3-8-16 LEGAL ACTION AUTHORIZED**

If any user discharges into the District contrary to the provisions hereof, federal or state Pretreatment Requirements or any order of the District the District's attorney may commence an action

for appropriate legal and/or equitable relief.

### **3-8-17 CRIMINAL PENALTY AND FINES**

Any person who willfully or knowingly violates any provision of this Wastewater Control Ordinance, except as provided in Section 3-8-18 hereof, shall be guilty of a Class B misdemeanor as defined in the "Utah Criminal Code" and upon conviction shall be subject to a fine of not more than One Thousand Dollars (\$1,000.00), or by imprisonment in the county jail for a period of not more than six months, or by both, for each violation by an individual and a fine of not more than \$5,000.00 for each violation if imposed upon a corporation, association, partnership or governmental instrumentality. Each day in which any such violation shall continue or occur shall be deemed a separate offense.

### **3-8-18 ADDITIONAL CRIMINAL PENALTIES AND FINES**

Any person who willfully or with gross negligence (a) discharges pollutants in violation of the Utah "Water Quality Act" or the "Wastewater Control Ordinance-Rules and Regulations" or in violation of any condition or limitation included in the permit issued under said Act or Ordinance; or (b) violates a pretreatment standard or toxic effluent standard of the District shall be punished by a fine not exceeding \$25,000 per day for each day of violation. Any person convicted a second time shall be punished by a fine not exceeding \$50,000 per day for each day of violation.

### **3-8-19 TERMINATION OF SERVICE**

The District may terminate or cause to be terminated sewage treatment service to any user for a violation of any provision herein.

### **3-8-20 CIVIL FINE PASS THROUGH**

In the event that a user discharges such pollutants which cause the District to violate any condition of its NPDES Permit and the District is fined by EPA or the State for such violation, then

such user shall be fully liable for the total amount of the fine assessed against the District by EPA or the State and administrative costs incurred.

### **3-8-21 FALSIFYING INFORMATION**

Any user who knowingly 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 be guilty of a Class B Misdemeanor as defined in the "Utah Criminal Code" and upon conviction, shall be punished by a fine of not more than \$1,000.00 or by imprisonment in the county jail for not more than six (6) months, or by both, for each violation by an individual and a fine of not more than \$5,000.00 for each violation if imposed upon a corporation, association, partnership, or governmental instrumentality.

### **3-8-22 RECOVERY OF ENFORCEMENT EXPENSES**

In addition to the penalties provided herein, the District may recover reasonable attorney's fees, court costs, court reporters' fees, and other expenses of enforcement by appropriate legal action against the user found to have violated any provision herein, or the orders, rules, regulations, and permits issued hereunder. The attorney for the District, upon request of the Manager, shall petition the District Court to impose, assess, and recover such sums.

### **3-8-23 ANNUAL PUBLICATION OF SIGNIFICANT VIOLATIONS**

The District shall publish, at least annually in the largest daily newspaper circulated in the District service area, a description of those industrial users which are found to be in Significant Non-Compliance as defined in herein, during the previous twelve (12) months, in connection with any applicable pretreatment requirements, permit or order issued hereunder.

### **3-8-24 PERFORMANCE BONDS**

The Manager may decline to reissue a permit to any industrial user which has failed to comply with any provision of this Ordinance or any order or previous permit issued hereunder, unless such user first files with the District a satisfactory performance bond, payable to the District, in a sum not to exceed a value determined by the Manager to be necessary to achieve consistent compliance. Such Performance Bond shall be written by a corporate surety company authorized to do business in the State of Utah and the form of the Bond and the company shall be approved by the Manager.

### **3-8-25 LIABILITY INSURANCE**

The Manager may decline to reissue a permit to any user which has failed to comply with the provisions of this Ordinance or any order or previous permit issued hereunder, unless the user first submits proof that it has obtained liability insurance or other financial assurances sufficient to restore or repair damage to District facilities caused or which may be caused by its violations. The Manager may require a certificate of insurance or authenticated copy of an insurance policy from an insurance company authorized to do business in the State of Utah and approved by the Manager as evidence of such insurance coverage.

### **3-8-26 PUBLIC NUISANCES**

The violation of the prohibitions or effluent limitations of this Ordinance or permit or order issued hereunder is hereby declared a public nuisance and shall be corrected or abated as directed by the Manager. Any person(s) creating a public nuisance shall be subject to the provisions of Title 76, Chapter 10, Part 8, Utah Code Annotated, 1953, governing such nuisances, including reimbursing the District for any costs incurred in removing, abating, or remedying said nuisance.

### **3-8-27 INFORMANT REWARDS**

The Board of Trustees may by Resolution authorize payment not to exceed \$500.00 for information leading to the discovery of noncompliance by an industrial user or any person violating any District, State or Federal regulation. If the information provided results in an administrative fine or civil penalty levied against the user, the Board of Trustees may by Resolution authorize disbursement of not to exceed ten (10) percent of the collected fine or penalty to the informant. A single reward payment may not exceed \$10,000. This section does not constitute an offer of reward and no reward shall be considered made or be paid except in accordance with the terms and provisions of a written "Offer of Reward" previously authorized, made and issued by the District in connection with specific violations.

### **3-8-28 CONTRACTOR LISTINGS**

Industrial users which have not achieved consistent compliance with applicable pretreatment standards and requirements are not eligible to receive a contractual award for the sale of goods or services to the District.

## **CHAPTER 9**

### **PUMP STATIONS**

- 3-9-1 Sewage Pump Station Areas
- 3-9-2 Condition of Sewage

#### **3-9-1 SEWAGE PUMP STATION AREAS**

All pump stations must be within the limits of an incorporated City and controlled and maintained by such City. All construction and maintenance shall be at no cost to the District and shall be in accordance with City specifications, rules and regulations.

#### **3-9-2 CONDITION OF SEWAGE**

Lift stations shall be designed and operated so that sewage will not be septic and will have a measurable dissolved oxygen upon being released from the force main to the District's collection system.



**CHAPTER 10**  
**SUBDIVISIONS**

- 3-10-1 Approval Required Before Recordation
- 3-10-2 Mobile Park and Subdivision Connections Allowed
- 3-10-3 Subdivision and Mobile Home Compliance Required

**3-10-1 APPROVAL REQUIRED BEFORE RECORDATION**

All persons, contractors, builders, operators, subdividers and developers shall conform with these ordinances and regulations and shall apply to the District office for written approval of any proposed sewage collection facilities for their mobile home parks, subdivisions, or other developments prior to recordation of their plats with any county recorders, and shall pay all required fees in a timely manner whether or not such development is within the boundaries of any incorporated city or town which will provide sewage collection facilities connecting directly to a District line.

**3-10-2 MOBILE PARK AND SUBDIVISION CONNECTIONS ALLOWED**

Any mobile home park or subdivision hereafter constructed having sewage system and appurtenant facilities acceptable to the District within said mobile home park or subdivision, as the case may be, may, at the user's sole expense upon payment of required fees and subject to any written extension or reimbursement agreements which may be hereafter executed with the District, connect such sewage system and facilities directly with an existing sewer at a location designated by the District and under the District's direction except that such permission and fees shall be governed by the municipality if connected to the municipal system. The mobile home park must submit a connection plan and pay review fees.

### **3-10-3 SUBDIVISION AND MOBILE HOME COMPLIANCE REQUIRED**

All sewage collection systems and appurtenant facilities for mobile home parks and subdivisions shall be designed, constructed, and maintained in strict accordance with all applicable provisions of the rules and regulations adopted or amended and revised by the District and governing municipality, if applicable.

## **CHAPTER 11**

### **SEWER BACKUP PLAN**

3-11-1	Receipt of Trouble Call
3-11-2	Determination by Superintendent
3-11-3	Response to Scene of Problem
3-11-4	Primary Responsibility and Duty of Sewer Backup Team
3-11-5	Contact with Householder
3-11-6	Emergency Assistance Program
3-11-7	Payment of Emergency Assistance
3-11-8	Payment Not Admission of Liability
3-11-9	Duration of Program
3-11-10	Appropriation of Funds

#### **3-11-1 RECEIPT OF TROUBLE CALL**

Whenever any sewer backup problem or other anomaly occurs within the District, the trouble shall be reported in person or by telephone call to the on call Collection Operator. Upon receiving such call or information, the said Operator shall obtain the name of the person calling or reporting, the address of the place where the problem exists, the number of homes affected by the problem and the time of the report or call. The District uses a third-party call center to route all after hours calls to an on call Collections Operator. The call center collects the names, addresses, and nature of the problems for all the calls that they receive on the District's behalf. This information is then passed on by the call center to the District on call Operator, who then responds appropriately to the problem.

#### **3-11-2 DETERMINATION BY SUPERINTENDENT**

After collecting the information referred to in Section 3-10A-1, the on call Collection Operator shall contact the person with the problem first, then go to the scene of the problem and make an initial assessment, then call the Collection System's Superintendent. While the on call Collection Operator is

in the process of completing the initial survey, the Collection System's Superintendent may call in additional employees, as necessary, or put them on alert.

### **3-11-3 RESPONSE TO SCENE OF PROBLEM**

After the initial assessment is made, if it is determined that the blockage or backup is in a District line, the Collection System Superintendent shall call for additional employees to come to the scene of the problem with all equipment necessary to resolve the problem, such as high pressure cleaner and other specialized equipment.

The Collection Superintendent will then notify the member of the Board of Trustees for the area in which the problem has occurred, the Davis County or Weber County Health Department, as appropriate, and the District Manager. The Collection Superintendent shall make notation of such notifications.

### **3-11-4 PRIMARY RESPONSIBILITY AND DUTY OF SEWER BACKUP TEAM**

The primary duty and responsibility of the Sewer Backup Team is to clear the blockage and restore the service to prevent damage to flooded households or damage to additional house olds.

### **3-11-5 CONTACT WITH HOUSEHOLDER**

After the primary duty and responsibility of the Sewer Backup Team has been accomplished, the Collection System Superintendent will take the following action:

1. Contact the householders affected and obtain names, addresses, and telephone numbers.

The Collection System Superintendent will then view and make notes and photographs of the affected areas.

2. When there is significant flooding, the Collection System Superintendent will inform the householder of the Emergency Assistance Program of the District, as hereinafter described.

3. The Collection System Superintendent shall notify the District Manager of all facts and circumstances connected with the sewer backup and the District Manager will immediately notify the District Insurance Company and request an adjuster to visit the affected households at the earliest possible date.

### **3-11-6 EMERGENCY ASSISTANCE PROGRAM**

1. If, in the opinion of the District Manager, circumstances warrant disbursement of District emergency assistance to a household, the District Manager may, upon application of the householder, issue a check in the sum of not to exceed \$2,000.00 to the householder to be used for emergency repairs, cleaning, housing and/or storage.

2. Issuance of any emergency assistance payment is completely discretionary with the District.

3. Prior to issuance of any emergency assistance payment, the householder must complete and sign an application form to be furnished by the District. Such application shall acknowledge that issuance of such emergency assistance payment is not an admission or any evidence of liability on the part of the District and will not in any way be used, construed, or interpreted by the householder or his/her insurance carrier as an admission of liability by the District. Such application shall also provide that the householder will first repay the District for any funds advanced if the householder receives payment from any insurance carrier for damages resulting from the sewer backup.

4. The District Manager or designee may provide to the householder a list of companies known to the District to clean and disinfect the areas damaged. Furnishing such list shall not constitute an endorsement or recommendation of such companies by the District and is to be furnished only as a courtesy to the householder.

### **3-11-7 PAYMENT OF EMERGENCY ASSISTANCE**

Upon a determination by the District Manager that emergency assistance is appropriate and upon completion of the application form by the householder, the District Manager is authorized immediately to obtain an issue and emergency assistance check to the eligible householder in an amount not to exceed \$2,000.00.

### **3-11-8 PAYMENT NOT ADMISSION OF LIABILITY**

District payment of emergency assistance as provided for in this Chapter shall not be construed or considered as an admission of liability or as any evidence of liability of the District. Such payments are to be made strictly for humanitarian and emergency purposes without regard to any concept of fault or liability by any party.

### **3-11-9 DURATION OF PROGRAM**

This Emergency Assistance Program shall continue indefinitely, however, such Program may be curtailed, modified or terminated at any time by action of the Board of Trustees of the District.

### **3-11-10 APPROPRIATION OF FUNDS**

The District Manager shall budget sufficient funds each year to fund the Emergency Assistance Program, but such funding shall not exceed Twenty Thousand Dollars (\$20,000.00) in any fiscal year and any unused funds shall not carry over to the next budget year.

## CHAPTER 12

### SEWER CONSTRUCTION FOR DISTRICT LINES

3-12-1	Design and Construction
3-12-2	Construction
3-12-3	Excavation Safeguards for Public
3-12-4	Maintenance Expense
3-12-5	Inspection and Approval

#### **3-12-1 DESIGN AND CONSTRUCTION**

The size, slope alignment, materials of construction of a sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench shall all conform to the requirements set forth in the "Code of Waste Disposal Regulations" adopted pursuant to State law, and other specific requirements as set forth by the District. The "Administrative Rules for Design Requirements for Wastewater Collection, Treatment and Disposal Systems" R317-3 Utah Administrative Code (or the latest version thereof) is hereby adopted as the general guideline for the planning, design, and construction of all sewers unless modified by construction standards adopted by the District.

#### **3-12-2 CONSTRUCTION**

The actual construction of the sewer shall be conducted by a bonded sewer contractor licensed in the State of Utah. Prior to construction the contractor must be approved by the District.

#### **3-12-3 RESTORATION OF PROPERTY**

Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored by the contractor in a manner satisfactory to the District.

#### **3-12-4 MAINTENANCE EXPENSE**

All sewers, except building sewers, municipally owned sewers and privately owned laterals, shall be maintained by the District.

#### **3-12-5 INSPECTION AND APPROVAL**

All phases of sewer construction shall be inspected and approved by the District or its authorized agent. Failure to obtain the necessary inspections and approvals will result in the work being rejected. All work shall be completed in accordance with the construction, testing, and acceptance standards of the District.

## CHAPTER 13

### EASEMENTS AND RIGHTS-OF-WAY

3-13-1	Declaration of Policy
3-13-2	Use of Easement Property
3-13-3	Termination or Relocation of Easements
3-13-4	Application to Terminate or Relocate Easement
3-13-5	Contents of Application
3-13-6	Application Fee
3-13-7	Review of Application
3-13-8	Action on Application
3-13-9	Procedure Following Approval of Application
3-13-10	Release and Indemnification
3-13-11	No Requirement for District to Remove Structures
3-13-12	Discretion of District

#### **3-13-1 DECLARATION OF POLICY**

It is the policy of the District to require that pipes, manholes and all other District facilities and structures be installed only within lawfully existing and granted easements, rights-of-way and licensed areas. Whenever feasible, to reduce expense and inconvenience to the public, District structures and facilities shall be placed in and on public property after having obtained a proper license from the appropriate governmental body or agency.

As used in this Chapter, the term "easement" includes easements, rights-of-way agreements, licenses, and other similar documents and grants of authority authorizing the District to install facilities in and upon real property.

#### **3-13-2 USE OF EASEMENT PROPERTY**

The District owns and maintains many easements throughout its service area. It is necessary that access to these easement areas remain open and unobstructed so that District personnel and contractors of the District can service and maintain District lines and other facilities and construct new

facilities within these easements whenever necessary.

Whenever the District has an existing easement affecting private property, it is the policy of the District to encourage beneficial use of the private property to the maximum extent not inconsistent with the interests of the District in maintaining and operating its facilities within the easement. However, the District prohibits the construction or placement of permanent structures or facilities within or upon its easements and will take vigorous action to prohibit or prevent any use of the servient estate which will in any way interfere with or diminish the right of the District to use the easement property in a manner which is most efficient and beneficial for the District.

Owners of servient estates place structures, vegetation, fencing, other improvements and otherwise use the easement property at their own peril with the understanding that it may be necessary at any time for the District to enter upon the easement property for construction, repair, maintenance or other purposes and that such entry on the easement property may result in damage to or destruction of facilities and vegetation placed upon the property by the servient owner.

### **3-13-3 TERMINATION OR RELOCATION OF EASEMENTS**

The District periodically receives requests to terminate or relocate easements for the benefit or convenience of the owner of the servient property. Whenever a landowner believes that it is necessary or desirable for the District to construct a new sewer line or to relocate an existing sewer line to accommodate development of land over an existing District line, such landowner shall submit an application to the District requesting such new construction or relocation of an existing sewer line.

### **3-13-4 APPLICATION TO TERMINATE OR RELOCATE EASEMENT**

No easement shall be terminated or relocated except upon written application by an interested party which shall mean, except in unusual circumstances, the owner of record of the servient estate

affected by the easement.

### **3-13-5 CONTENTS OF APPLICATION**

The application to terminate or relocate an easement shall be made on a form to be furnished by the District and shall provide the following information:

1. Name and address of applicant.
2. A copy of the existing easement, including the legal description.
3. Address and legal description of the servient property.
4. Proof that applicant is the owner of the servient property, such as a title report, copy of a deed, or similar documentation evidencing ownership. If the applicant is not the owner, the applicant should describe in detail his/her interest in the property and the basis for the application.
5. A plat of the servient estate prepared by a licensed engineer or a licensed surveyor showing the location of the easement of the location of the proposed relocated easement, if the application is for relocation of the easement.
6. Engineering plans prepared and stamped by a professional engineer licensed in the State of Utah.
7. Such plans shall require to the maximum extent feasible that such new construction or relocated line shall be located within a publicly owned road right-of-way.
8. If it is not feasible for the construction to be entirely within a public roadway, the plans shall provide that manholes located within a public roadway shall be located at both ends of each section of sewer line running outside of the roadway at a maximum spacing of 800 feet. Alignment between said manholes shall be straight and spacing of additional manholes between shall be in accordance with all applicable regulations and requirements of the District.

9. A statement of the reason for requesting termination or relocation of the easement.

10. Such other information as the District may require or which the applicant deems pertinent. The application shall be supplemented with additional information as requested by the District.

### **3-13-6 APPLICATION FEE**

The application shall be accompanied by a fee in such amount as the District Board may fix from time to time by Resolution.

### **3-13-7 REVIEW OF APPLICATION**

Upon receiving a completed application, District personnel, including the District Engineer, shall review the application and make an inspection of the affected easement. The District may require the applicant to have a licensed surveyor stake out the existing easement and/or the proposed relocated easement at the cost and expense of the applicant. During the process of review, the applicant shall be required to furnish such additional information, if any, which may be required to complete review of the application.

### **3-13-8 ACTION ON APPLICATION**

Following a full review of the application, the District Manager shall make a recommendation to the Board. Upon receipt of the recommendation from the District Manager, the Board shall make a final decision on the application at one of the two next regularly scheduled meetings of the Board.

### **3-13-9 PROCEDURE FOLLOWING APPROVAL**

Following approval of an application to terminate or relocate an easement, the applicant shall enter into a written agreement with the District in a form to be approved by the District. Such written agreement shall provide, among other things, that the applicant agrees to pay or reimburse the District

for all costs and expenses connected with the termination or relocation including, but not limited to, engineering fees, legal fees, surveying fees, construction costs, and inspection fees. In the event of a relocation of the easement, the construction of the new easement shall be in accordance with plans and specifications prepared by and at the expense of the applicant and approved by the District and any other governmental agency affected by the construction. If the petition is approved in its entirety or in part, no modifications or deviations shall thereafter be permitted without the prior written consent and approval of the District.

The District may in its discretion require that the applicant post an appropriate bond to assure compliance with the terms and provisions of the written agreement.

### **3-13-10 RELEASE AND INDEMNIFICATION**

Approval of the application shall be further conditioned upon applicant's written agreement to indemnify and hold the District harmless from any and all claims by applicant, or any other third party, including but not limited to any subsequent owner of the affected or adjacent property or any governmental agency, including the Environmental Protection Agency. Such release and indemnification agreement shall be binding upon the applicant and all successive owners of the affected property and shall constitute a covenant and agreement running with the land and shall be recorded in the office of the appropriate county recorder

### **3-13-11 NO REQUIREMENT FOR DISTRICT TO REMOVE STRUCTURES**

The approval of any application shall not require or impose any duty upon the District to remove, relocate, alter or otherwise take any action with respect to existing pipes or other existing structures lying within any terminated easement. If an existing easement is vacated and a sewer line is "abandoned in place", as a condition precedent to such action, the applicant and property owner shall

execute a release and covenant not to sue the District for any claim resulting from such abandonment, which release and covenant not to sue shall be recorded and run with the land.

**3-13-12 DISCRETION OF DISTRICT**

The District has no duty or obligation to terminate or relocate any easement and all acts or decisions by the District with respect to any application provided for herein shall be taken solely with the discretion of the District.

**TITLE 4**

**PERSONNEL POLICIES AND PROCEDURES**

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## **CHAPTER 1**

### **PERSONNEL POLICIES AND PROCEDURES**

- 4-1-1 Adoption by Reference
- 4-1-2 Amendments

#### **4-1-1 ADOPTION BY REFERENCE**

The District has previously adopted "North Davis Sewer District Personnel Policies & Procedures" dated February 9, 2016. Such personnel policies and procedures are set forth and contained in their entirety in a separate bound volume. Such personnel policies and procedures or the latest version thereof as set forth in a separate bound volume are hereby re-affirmed and re-adopted and by reference incorporated into and made a part of these ordinances as though set forth fully herein.

#### **4-1-2 AMENDMENTS**

Such amendments to personnel policies and procedures as may hereinafter be approved and adopted by the Board of Trustees shall be and are considered adopted for and as part of these ordinances and shall be considered to be a part hereof without further action by the Board of Trustees.



**TITLE 5**

**PURCHASING PROCEDURES**

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## **CHAPTER 1**

### **PROCUREMENT PROVISIONS**

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#### **5-1-1 PURPOSES OF CHAPTER**

The underlying purposes and policies of this Chapter are:

1. to simplify, clarify, and modernize the law governing procurement by the District;
2. to ensure the fair and equitable treatment of all persons who deal with the procurement system of the District;
3. to provide increased economy in District procurement activities; and
4. to foster effective broad-based competition within the free enterprise system.

### **5-1-2 DEFINITIONS**

The definitions in Section 63G-6a-103 of the Utah Procurement Code shall apply to this Chapter unless the context herein clearly indicates otherwise. The provisions of the Utah Administrative Code under "Purchasing" may be consulted for guidance in interpreting and applying this Chapter. The wording and context of such statutory provisions and administrative regulations shall be modified, interpreted and applied in such manner as to render the terms thereof applicable to the District insofar as practicable.

### **5-1-3 ADMINISTRATION - PROCUREMENT OFFICER**

The District Manager shall be the Procurement Officer for the District and shall administer the purchasing system provided by these procedures. He shall perform the duties and have powers concerning purchasing matters as follows:

1. The District Manager may, in writing, appoint designees within the various departments of the District to make purchases for their department within the scope of such appointment.
2. Administer and maintain the purchasing system and other rules and regulations established by these procedures. No purchases, including petty cash purchases, are to be made without the prior knowledge and consent of the District Manager or designees. All purchases and petty cash withdrawals are to be documented on the appropriate forms and are to be properly receipted for at the

point of transaction. The penalty for failure to comply with this section could be liability for the expenses incurred, as determined by the Board of Trustees. Items under \$1,000.00 may be dealt with by the District Manager.

3. Designees may recommend to the District Manager such new or revised purchasing rules and regulations as are deemed desirable and shall interpret day-to-day the provisions of these procedures.

4. Designees may negotiate and recommend execution of contracts for the purchase of supplies, equipment and contractual services.

5. The District Manager and Designees shall seek to obtain as full and open competition as practicable on all purchases under the circumstances.

6. The District Manager and Designees shall keep informed on current developments in the field of purchasing, i.e., prices, market conditions, new products, etc.

7. The District Manager shall prescribe and maintain such forms as are reasonably necessary to the operation of these procedures and other rules and regulations.

8. The District Manager shall supervise the inspection of all supplies and equipment to assure conformance with specifications.

9. The District Manager shall transfer surplus or unused supplies and equipment between departments as needed.

10. The District Manager shall maintain a bidder's list, vendor's catalog file, and other records needed for the efficient operation of the purchasing system.

11. The District Manager may enter into contracts on behalf of the District subject to directions, rules and regulations of the Board of Trustees.

#### **5-1-4 PROCUREMENT REQUIREMENTS**

The District may not obtain a procurement item unless the District complies with the requirements of this Chapter.

#### **5-1-5 PUBLIC NOTICE OF PROCUREMENT PROCESS OR SOLE SOURCE PROCUREMENT**

1. When the District issues an Invitation for Bids, a request for proposals, or a notice of sole source procurement required to be published in accordance with this section, the District shall provide public notice that includes:

A. An Invitation for Bids or a Request for Proposals, the name of the District;

B. An Invitation for Bids or a Request for Proposals, information on how to contact the District in relation to the Invitation for Bids or Request for Proposals;

C. A notice of sole source procurement, contact information and other information relating to contesting, or obtaining additional information in relation to, the sole source procurement;

D. An Invitation for Bids or a Request for Proposals, the date of the opening and closing of the Invitation for Bids or Request for Proposals;

E. A notice of sole source procurement, the earliest date that the District may make the sole source procurement;

F. information on how to obtain a copy of the Invitation for Bids, Request for Proposals, or further information related to the sole source procurement; and

G. a general description of the procurement items that will be obtained through the standard procurement process or sole source procurement.

2. Except as provided in Subsection 4, for an Invitation for Bids or a Request for

Proposals, the District shall publish the notice described in Subsection 1, using at least one of the following methods:

A. at least seven days before the day of the deadline for submission of a bid or other response, publish the notice:

- i. in a newspaper of general circulation in the state; or
- ii. in a newspaper of local circulation in the area:
  - (1) directly impacted by the procurement; or
  - (2) over which the District has jurisdiction; or

B. at least seven consecutive days before the day of the deadline for submission of a bid or other response, publish notice:

- i. on the main website for the District; or
- ii. on a state website.

3. Except as provided in Subsection 4, for a sole source procurement for which notice is required to be published in accordance with this section, the District shall publish the notice described in Subsection 1, using at least one of the following methods:

A. at least seven days before the day on which the District makes the sole source procurement, publish the notice:

- i. in a newspaper of general circulation in the state; or
- ii. in a newspaper of local circulation in the area:
  - (1) directly impacted by the procurement; or
  - (2) over which the District has jurisdiction; or

B. at least seven consecutive days before the day on which the District makes the sole

source procurement, publish the notice:

- i. on the main website for the District; or
- ii. on a state website.

4. The District may reduce the seven day period described in Subsection 2 or 3, if the procurement officer or the procurement officer's designee signs a written statement that:

A. states that a shorter time is needed; and

B. as it relates to an Invitation for Bids or a Request for Proposals, determines that competition from multiple sources may be obtained within the shorter period of time.

5.

A. The District shall make a copy of an Invitation for Bids or a Request for Proposals available for public inspection at the main office of the District or on the website described in Subsection 2.B.

B. The District when making a sole source procurement shall make a copy of information related to the sole source procurement available for public inspection at the main office of the District or on the website described in Subsection 3.B.

#### **5-1-6 PURPOSE OF SPECIFICATIONS**

1. All specifications shall seek to promote the overall economy and best use for purposes intended and encourage competition in satisfying the needs of the District and may not be unduly restrictive.

2. The requirements of this Section regarding the purposes and nonrestrictiveness of specifications shall apply to all specifications, including those prepared by architects, engineers, designers, and draftsmen for public contracts.

### **5-1-7 SMALL PURCHASES**

1. As used in this Section:

A. "Annual cumulative threshold" means the maximum total annual amount, established under Subsection 2.A.i, that the District may expend to obtain procurement items from the same source under this Section.

B. "Individual procurement threshold" means the maximum amount, established under Subsection 2.A.ii, for which the District may purchase a procurement item under this Section.

C. "Single Procurement aggregate threshold" means the maximum total amount, established under Subsection 2.A.iii, that the District may expend to obtain multiple procurement items from one source at one time under this Section.

2. The District Manager may make rules governing small purchases, including:

A. establishing expenditure thresholds including:

- i. an annual cumulative threshold;
- ii. an individual procurement threshold; and
- iii. a single procurement aggregate threshold;

B. establishing procurement requirements relating to the thresholds described in Subsection 2.A; and

C. the use of electronic, telephone, or written quotes.

3. Expenditures made under this Section by the District may not exceed the threshold, unless the chief procurement officer gives written authorization to exceed the threshold that includes the reasons for exceeding the threshold.

4. Except as otherwise expressly provided in this Section, the District;

A. may not use the small purchase standard procurement process described in this Section for ongoing, continuous, and regularly scheduled procurements that exceed the annual cumulative threshold; and

B. shall make its ongoing continuous, and regularly scheduled procurements that exceed the annual cumulative threshold through a contract awarded through another standard procurement process described in this Chapter.

5. This Section does not prohibit regularly scheduled payments for a procurement item obtained under another provision of this Chapter.

6. It is unlawful for a person to intentionally or knowingly divide procurement into one or more smaller procurements with the intent to make procurement:

A. qualify as a small purchase, if, before dividing the procurement, it would not have qualified as a small purchase; or

B. meet a threshold established by rule if, before dividing the procurement, it would not have met the threshold.

7. A division of a procurement that is prohibited under Subsection 6 includes doing any of the following with the intent or knowledge described in Subsection 6:

A. making two or more separate purchases;

B. dividing an invoice or purchase order into two or more invoices or purchase orders;

or

C. making smaller purchases over a period of time.

8. A person who violates Subsection 6 is subject to the criminal penalties described in Section 63G-6a-2305, Utah Code.

### **5-1-8 INVITATION FOR BIDS - CONTENTS - NOTICE**

1. The bidding standard procurement process begins when the District issues an Invitation for Bids.

2. An Invitation for Bids shall:

A. state the period of time during which bids will be accepted;

B. describe the manner in which a bid shall be submitted;

C. state the place where a bid shall be submitted; and

D. include, or incorporate by reference:

i. a description of the procurement items sought;

ii. the objective criteria that will be used to evaluate the bids;

and iii. the required contractual terms and conditions.

3. The District shall publish an Invitation for Bids in accordance with the requirements of Section 63G-6a-406, Utah Code.

### **5-1-9 BID OPENING AND ACCEPTANCE**

1. Bids shall be opened:

A. publicly, except as provided herein;

B. in the presence of one or more witnesses, unless an electronic bid opening process is used where bidders may see the opening of the bid electronically; and

C. at the time and place indicated in the Invitation for Bids.

2. Bids shall be accepted unconditionally, without alteration or correction, except as otherwise authorized by this Chapter.

3.

A. The procurement officer shall reject a bid that is not responsive or responsible.

B. A bid that is not responsive includes a bid that:

i. is conditional;

ii. attempts to modify the bid requirements;

iii. contains additional terms or conditions; or

iv. fails to conform with the requirements or specifications of the Invitation for

Bids.

C. A bid that is not responsible includes a bid where the procurement officer reasonably concludes that the bidder or an employee, agent, or subcontractor of the bidder, at any tier, is unable to satisfactorily fulfill the bid requirements.

4. The District may not accept a bid after the time for submission of a bid has expired.

5. The procurement officer shall:

A. record the name of each bidder and the amount of each bid; and

B. after the bid is awarded, make the information described in Subsection 5.A

available for public disclosure.

#### **5-1-10 CORRECTION OR WITHDRAWAL OF BIDS - CANCELLATION OF AWARD**

1. Correction or withdrawal of inadvertently erroneous bids, or the cancellation of an award or a contract that is based on an unintentionally erroneous bid, may be made.

2. Notwithstanding Subsection 1, the following changes may not be made to a bid after the bid opening:

- A. changes in bid pricing;
- B. changes in the cost evaluation formula; or
- C. changes in other provisions that are prejudicial to fair competition or to the interest of the District.

3. A decision to permit the correction or withdrawal of a bid or the cancellation of an award or a contract under Subsection 1 shall be supported in a written document, signed by the procurement officer.

**5-1-11 EVALUATION OF BIDS - AWARD - CANCELLATION - DISQUALIFICATION**

1. The District shall evaluate each bid using the objective criteria described in the Invitation for Bids, which may include:

- A. experience;
- B. performance ratings;
- C. inspection;
- D. testing;
- E. quality;
- F. workmanship;
- G. time and manner of delivery;
- H. references;
- I. financial stability;
- J. cost;
- K. suitability for a particular purpose; or
- L. other objective criteria specified in the Invitation for Bids.

2. Criteria not described in the Invitation for Bids may not be used to evaluate a bid.

3. The District shall:

A. award the contract as soon as practicable to:

i. the lowest responsive and responsible bidder who meets the objective criteria described in the Invitation for Bids; or

ii. if, in accordance with Subsection 4, the District disqualifies the bidder described in Subsection 3.A.i, the next lowest responsive and responsible bidder who meets the objective criteria described in the Invitation for Bids; or

B. cancel the Invitation for Bids without awarding a contract.

4. In accordance with Subsection 5, the District may disqualify a bidder for:

A. a violation of this Chapter;

B. a violation of a requirement of the Invitation for Bids;

C. unlawful or unethical conduct; or

D. a change in circumstance that, had the change been known at the time the bid was submitted, would have caused the bidder to not be the lowest responsive and responsible bidder who meets the objective criteria described in the Invitation for Bids.

5. If the District disqualifies a bidder under Subsection 4, the District shall:

A. make a written finding, stating the reasons for disqualification; and

B. provide a copy of the written finding to the disqualified bidder.

6. If the District cancels an Invitation for Bids without awarding a contract, the District shall make available for public inspection a written justification for the cancellation.

#### **5-1-12 ACTION WHEN ALL BIDS ARE OVER BUDGET**

1. Except as provided in Subsection 2, if the District certifies that all accepted bids exceed available funds and that the lowest responsive and responsible bidder does not exceed the available funds by more than 5%, the District may negotiate an adjustment of the bid price and bid requirements with the lowest responsive and responsible bidder in order to bring the bid within the amount of available funds.

2. The District may not adjust the bid requirements under Subsection 1 if there is a substantial likelihood that, had the adjustment been included in the Invitation for Bids, a person that did not submit a bid would have submitted a responsive, responsible, and competitive bid.

#### **5-1-13 CONTRACTS AWARDED BY REQUEST FOR PROPOSALS**

1. A Request for Proposal standard procurement process may be used instead of bidding if the District determines, in writing, that the request for proposals standard procurement process will provide the best value to the District.

2. The Request for Proposals standard procurement process is appropriate to use for:

A. the procurement of professional services;

B. a design-build procurement;

C. when cost is not the most important factor to be considered in making the selection that is most advantageous to the District; or

D. when factors, in addition to cost, are highly significant in making the selection that is most advantageous to the District.

#### **5-1-14 REQUEST FOR PROPOSALS - NOTICE - CONTENTS**

1. The Request for Proposals standard procurement process begins when the District

issues a request for proposals.

2. A Request for Proposals shall:

A. state the period of time during which a proposal will be accepted; B. describe the manner in which a proposal shall be submitted;

C. state the place where a proposal shall be submitted; D. include, or incorporate by reference:

i. a description of the procurement items sought; and

ii. a description of the subjective and objective criteria what will be used to evaluate the proposal; and

iii. the standard contractual terms and conditions required by the District;

E. state the relative weight that will be given to each score awarded for the criteria described in Subsection 2.D.ii, including cost;

F. state the formula that will be used to determine the score awarded for the cost of each proposal;

G. state that discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, followed by an opportunity to make best and final offers, but that proposals may be accepted without discussions.

3. The District shall publish a request for proposals in accordance with the requirements of this Chapter.

**5-1-15 OPENING OF PROPOSALS AND ACCEPTANCE**

1. The District shall ensure that proposals are opened in a manner that avoids disclosing the contents to competing offerors during the evaluation process.

2. The District may not accept a proposal:
  - A. after the time for submission of a proposal has expired; or
  - B. that is not responsive to the request for proposals.

#### **5-1-16 DISCUSSIONS - BEST AND FINAL OFFERS**

1. After proposals are received and opened, the District may conduct discussions with the offerors and allow the offerors to make best and final offers after the discussions.

2. The District shall:

A. ensure that each offeror receives fair and equal treatment with respect to the other offerors;

B. establish a schedule and procedures for conducting discussions;

C. ensure that information in each proposal and information gathered during discussions is not shared with other offerors until the contract is awarded;

D. ensure that auction tactics are not used in the discussion process, including discussing and comparing the costs and features of other proposals; and

E. set a common date and time for the submission of best and final offers.

3. If an offeror chooses not to participate in a discussion or does not make a timely best and final offer, the offer submitted by the offerors before the conduct of discussions shall be treated as the offeror's best and final offer.

#### **5-1-17 EVALUATION OF PROPOSALS - EVALUATION**

1. Each proposal shall be evaluated using the criteria described in the request for proposals, which may include:

A. experience;

- B. performance ratings;
- C. inspection;
- D. testing;
- E. quality;
- F. workmanship;
- G. time, manner, or schedule of delivery;
- H. references;
- I. financial stability;
- J. suitability for a particular purpose;
- K. management plans;
- L. cost; or
- M. other subjective or objective criteria specified in the request for proposals.

2. Criteria not described in the request for proposals may not be used to evaluate a proposal.

3. The District shall:

- A. appoint an evaluation committee consisting of at least three individuals; and
- B. ensure that the evaluation committee and each member of the evaluation committee:
  - i. does not have a conflict of interest with any of the offerors;
  - ii. can fairly evaluate each proposal;
  - iii. does not contact or communicate with an offeror for any reason other than

conducting the standard procurements process; and

- iv. conducts the evaluation in a manner that ensures a fair and competitive process

and avoids the appearance of impropriety.

4. The evaluation committee may conduct interviews with, or participate in presentations by, the offerors.

5. Except as provided in Subsection 6 or 7, each member of the evaluation committee is prohibited from knowing, or having access to, any information relating to the cost, or the scoring of the cost, of a proposal until after the evaluation committee submits its final recommended scores on all other criteria to the District.

6.

A. As used in this Subsection 6, "management fee" includes only the following fees of the construction manager/general contractor:

- i. preconstruction phase services;
- ii. monthly supervision fees for the construction phase;
- and iii. overhead and profit for the construction phase.

B. When selecting a construction manager/general contractor for a construction project, the evaluation committee:

- i. may, at any time after the opening of the responses to the request for proposals, have access to, and consider, the management fee proposed by the offerors; and
- ii. except as provided in Subsection 7, may not know or have access to any other information relating to the cost of construction submitted by the offerors, until after the evaluation committee submits its final recommended scores on all other criteria to the District.

7. The District is not required to comply with Subsection 5 if, before opening the responses to the request for proposals, the District:

A. signs a written statement:

i. indicating that, due to the nature of the proposal or other circumstances, it is in the best interest of the District to waive compliance with Subsection 5; and

ii. describing the nature of the proposal and the other circumstances relied upon to waive compliance with Subsection 5; and

B. makes the written statement available to the public, upon request.

8. The evaluation committee shall award scores to each responsive and responsible proposal that has not been disqualified from consideration under the provisions of this Chapter.

#### **5-1-18 COST - BENEFIT ANALYSIS**

1. If the highest score awarded by the evaluation committee, including the score for cost, is awarded to a proposal other than the lowest cost proposal, and the difference between the cost of the highest scored proposal and the lowest cost proposal exceeds the greater of \$10,000 or 5% of the lowest cost proposal, the District shall make an informal written cost-benefit analysis that:

A. explains, in general terms, the advantage to the District of awarding the contract to the higher cost offeror;

B. includes, except as provided in Subsection 1.C, the estimated added financial value to the District of each criteria that justifies awarding the contract to the higher cost offeror;

C. includes, to the extent that assigning a financial value to a particular criteria is not practicable, a statement describing:

i. why it is not practicable to assign a financial value to the criteria; and

ii. in nonfinancial terms, the advantage to the District based on the particular criteria, of awarding the contract to the higher cost offeror;

D. demonstrates that the value of the advantage to the District of awarding the contract to the higher cost offeror exceeds the value of the difference between the cost of the higher cost proposal and the cost of the lower cost proposals; and

E. includes any other information required by rule made by the District.

2. If the informal cost-benefit analysis described in Subsection 1 does not justify award of the contract to the offeror that received the highest score, the District:

A. may not award the contract to the offeror that received the highest score; and

B. may award the contract to the offeror that received the next highest score, unless:

i. an informal cost-benefit analysis is required, because the difference between the cost proposed by the offeror that received the next highest score and the lowest cost proposal exceeds the greater of \$10,000 or 5% of the lowest cost proposal; and

ii. the informal cost-benefit analysis does not justify award of the contract to the offeror that received the next highest score.

3. If the informal cost-benefit analysis described in Subsection 1 does not justify award of the contract to the offeror, described in subsection 2, that received the next highest score, the District:

A. may not award the contract to the offeror that received the next highest score; and

B. shall continue with the process described in Subsection 2 for each offeror that received the next highest score, until the District:

i. awards the contract in accordance with the provisions of this section; or

ii. cancels the request for proposals.

4.

A. The District is not required to make the cost-benefit analysis described in this

section for a contract with a construction manager/general contractor if the contract is awarded based solely on the qualifications of the construction manager/general contract and the management fee described in Subsection 63G-6a-706(6), Utah Code.

B. The District shall make rules that establish procedures and criteria for awarding a contract described in Subsection 4.A to ensure that:

- i. a competitive process is maintained; and
- ii. the contract awarded is in the best interest of the District.

5. The Award of Contract, cancellation or disqualification of an offeror shall be made in accordance with procedures outlines in this Chapter.

**5-1-19 SOLE SOURCE - AWARD OF CONTRACT WITHOUT COMPETITION  
- NOTICE**

1. As used in this section:

A. "Transitional costs" mean the costs of changing from an existing provider of, or type of, a procurement item to another provider of, or type of, procurement item.

B. "Transitional costs:" include:

- i. training costs;
- ii. conversion costs;
- iii. compatibility costs;
- iv. system downtime;
- v. disruption of service;
- vi. installation costs; and
- vii. ancillary software, hardware, equipment, or construction costs.

C. "Transitional costs" do not include:

- i. the costs of preparing for or engaging in a procurement process;
- or ii. contract negotiation or contract drafting costs.

2. The District may award a contract for a procurement item without competition if the District determines in writing that:

- A. there is only one source for the procurement item; or
- B. the award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item.

3. Circumstances under which there is only one source for a procurement item may include:

- A. where the most important consideration in obtaining a procurement item is the compatibility of equipment, technology, software, accessories, replacement parts, or service;
- B. where a procurement item is needed for trial use or testing;
- C. where transitional costs are unreasonable or cost prohibitive; or
- D. procurement of public utility services.

4. The District shall make rules regarding the publication of notice for a sole source procurement that, at a minimum, require publication of notice of a sole source procurement, in accordance with Section 63G-6a-406, Utah Code, if the cost of the procurement exceeds \$50,000.

5. The District may extend a contract for a reasonable period of time without engaging in a standard procurement process, if:

- A. the award of a new contract for the procurement item is delayed due to a protest or appeal:

- B. the standard procurement process is delayed due to unintentional error;
- C. changes in industry standards require significant changes to specifications for the procurement item;
- D. the extension is necessary to prevent to loss of federal funds;
- E. the extension is necessary to address a circumstance where the appropriation of state or federal funds has been delayed; or
- F. the extension covers the period of time during which contract negotiations with a new provider are being conducted.

**5-1-20 CANCELLATION AND REJECTION OF BIDS AND PROPOSALS**

1. The District may cancel an Invitation for Bids, a Request for Proposals, or other solicitation or reject any or all bids or proposals, or other solicitation, when it is in the best interests of the District.
2. The reasons for a cancellation or rejection described in Subsection 1 shall be made part of the contract file.

**5-1-21 DEBARMENT FROM CONSIDERATION FOR AWARD OF CONTRACTS - CAUSES FOR DEBARMENT**

1. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the District Manager may, after consultation with the attorney for the District:
  - A. debar a person for cause from consideration for award of contracts for a period not to exceed three years; or
  - B. suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity that might lead to debarment.

2. A suspension described in Subsection 1.B may not be for a period exceeding three months, unless an indictment has been issued for an offense which would be a cause for debarment under Subsection 3, in which case the suspension shall remain in effect until after the trial of the suspended person.

3. The causes for debarment include the following:

A. conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of a public or private contract or subcontract;

B. conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor;

C. conviction under state or federal antitrust statutes;

D. failure without good cause to perform in accordance with the terms of the contract;

E. a violation of this Chapter; or

F. any other cause that the District Manager determines to be so serious and compelling as to affect responsibility as a District contractor, including debarment by another governmental entity.

#### **5-1-22 EMERGENCY PROCUREMENT**

1. Notwithstanding any other provision of this Chapter, the District may authorize an emergency procurement without using a standard procurement process when an emergency condition exists.

2. A procurement officer who authorizes an emergency procurement under Subsection 1 shall:

A. make the authorization in writing, stating the emergency condition upon which the emergency procurement is made; and

B. ensure that the procurement is made with as much competition as reasonably practicable while avoiding harm, or a risk of harm, to the public health, safety, welfare, or property of the District.

**5-1-23 DETERMINATION OF NONRESPONSIBILITY OF BIDDER OR OFFEROR**

1. A determination of nonresponsibility of a bidder or offeror made by the District shall be made in writing.

2. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to the bidder or offeror.

3. Subject to Title 63G, Chapter 2, Government Records Access and Management Act, information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of the District without prior written consent by the bidder or offeror.

**5-1-24 BONDS NECESSARY WHEN CONTRACT IS AWARDED - WAIVER - ACTION - ATTORNEY FEE**

1. When a construction contract is awarded under this Chapter, the contractor to whom the contract is awarded shall deliver the following bonds or security to the District which shall become binding on the parties upon the execution of the contract:

A. a performance bond satisfactory to the District that is in an amount equal to 100% of

the price specified in the contract and is executed by a surety company authorized to do business in this state or any other form satisfactory to the District; and

B. a payment bond satisfactory to the District that is in an amount equal to 100% the price specified in the contract and is executed by a surety company authorized to do business in this state or any other form satisfactory to the District, which is for the protection of each person supplying labor, service, equipment, or material for the performance of the work provided for in the contract.

2.

A. When a construction contract is awarded under this Chapter, the District may not require a contractor to whom a contract is awarded to obtain a bond of the types referred to in Subsection 1 from specific insurance or surety company, producer, agent, or broker.

B. A person who violates Subsection 2.A is guilty of an infraction.

3. The District may waive the requirement of a bid, performance, or payment bond for circumstances in which the District considers any or all of the bonds to be unnecessary to protect the District.

4. A person shall have a right of action on a payment bond under this section for any unpaid amount due to the person if:

A. the person has furnished labor, service, equipment, or material for the work provided for in the contract for which the payment bond is furnished under this section; and

B. the person has not been paid in full within 90 days after the last day on which the person performed the labor or service or supplied the equipment or material for which the claim is made.

5. An action upon a payment bond may only be brought in a court of competent jurisdiction in a country where the construction contract was to be performed. The action is barred if not commenced within one year after the last day on which the claimant performed the labor or service or supplied the equipment or material on which the claim is based. The obligee named in the bond need not be joined as a party to the action.

6. In any suit upon a payment bond, the court shall award reasonable attorney fees to the prevailing party, which fees shall be taxed as costs in the action.

#### **5-1-25 ALTERNATIVE METHODS OF CONSTRUCTION CONTRACTING MANAGEMENT**

1. The District shall, by rule provide as many alternative methods of construction contracting management as determined to be feasible.

2. The rules described in Subsection 1 shall:

A. grant to the District Manager the discretion to select the appropriate method of construction contracting management for a particular project; and

B. require the District Manager to execute and include in the contract file a written statement describing the facts that led to the selection of a particular method of construction contracting management for each project.

3. Before choosing a construction contracting management method, the District shall consider the following factors:

A. when the project must be ready to be occupied;

B. the type of project;

C. the extent to which the requirements of the District, and the way they are to be met are known;

D. the location of the project;

E. the size, scope, complexity, and economics of the project;

F. the source of funding and any resulting constraints necessitated by the funding source;

G. the availability, qualification, and experience of public personnel to be assigned to the project and the amount of time that the public personnel can devote to the project; and

H. the availability, qualifications, and experience of outside consultants and contractors to complete the project under the various methods being considered.

4. The District may make rules that authorize the use of a construction manager/general contractor as one method of construction contracting management.

5. The rules described in Subsection 2 shall require that:

A. the construction manager/general contractor be selected using:

i. a standard procurement process; or

ii. an exception to the requirement to use a standard procurement process; and

B. when entering into a subcontract that was not specifically included in the construction manager/general contractor's cost proposal, the construction manager/general contractor shall procure the subcontractor by using a standard procurement process, or an exception to the requirement to use a standard procurement process.

6. Procurement rules adopted by the District may authorize the use of a design-build provider as one method of construction contracting management.

7. A design-build contract may include a provision for obtaining the site for the construction project.

8. A design-build contract or a construction manager/general contractor contract may include provision by the contractor of operations, maintenance, or financing.

#### **5-1-26 DRUG AND ALCOHOL TESTING**

The District may require drug and/or alcohol testing for employees of contractors and subcontractors in safety sensitive positions. It is the responsibility of contractors and subcontractors to monitor their employees and to provide competent employees. The District has no responsibility or duty to require drug and/or alcohol testing, however, the District may establish such requirement in the contract documents.

#### **5-1-27 SELECTION COMMITTEE FOR ARCHITECT-ENGINEER SERVICES**

Updated:10.19.2022

1. In the procurement of architect-engineer services, the District shall solicit - firms engaged in the lawful practice of their profession to submit a statement of qualifications and performance data at a maximum of every four years. The District may solicit statement of qualifications earlier if desired.
2. The Board of Trustees shall be the evaluation committee for architect-engineer services contracts under its authority.
3. An advisory evaluation committee for architect-engineer services contracts may be established by the Board of Trustees.
4. An advisory evaluation committee shall:
  - A. evaluate current statement of qualifications and performance data on file with the District, together with those that may be submitted by other firms in response to the announcement of the proposed contract;
  - B. based upon criteria established and published by the District the Board shall select one or more engineering firms considered to be the most highly qualified to provide the services

required as desired by the needs of the District. When a pool of engineering firms is desired, a published selection criteria will be provided to decide how each engineering firm will be used.

**5-1-28 SELECTION AS PART OF DESIGN-BUILD OR LEASE**

Notwithstanding any other provision of this Chapter, architect-engineer services may be procured as part of the services obtained in a design-build contract or as part of the services obtained in a lease contract for real property, if the qualifications of those providing the architect-engineer services are part of the consideration in the selection process.

**5-1-29 PROTEST - TIME-AUTHORITY TO RESOLVE PROTEST**

1. Except as provided in Subsection 2, a person who is an actual or prospective bidder, offeror, or contractor who is aggrieved in connection with a procurement or award of a contract may protest to the District Manager as follows:

A. with respect to an invitation for bids or a request for proposals:

i. before the opening of bids or the closing date for proposals; or

ii. if the person did not know and should not have known of the facts giving rise to

the protest before the bid opening or the closing date for proposals, within seven days after the day on which the person knows or should have known of the facts giving rise to the protest; or

B. if Subsection 1.A does not apply, within seven days after the day on which the person knows or should have known of the facts giving rise to the protest.

2. A person who is debarred or suspended under this Chapter may protest the debarment or suspension to the District Manager that ordered the debarment, as applicable, within seven days after the day on which the debarment or suspension is ordered.

3. A person who files a protest under this section shall include in the filing document:

- A. the person's address of record and email address of record; and
- B. a concise statement of the grounds upon which the protest is made.

4. A person described in Subsection 1, 2, or 3 who fails to timely file a protest under this section may not bring a protest, action, or appeal challenging a solicitation or award of a contract, or a debarment or suspension, before the District Manger, an appeals panel, a court, or any other forum.

5. The District may enter into a settlement agreement to resolve a protest.

**5-1-30 DECISIONS OF DISTRICT MANGER TO BE IN WRITING - EFFECT OF NO WRITING**

1. After a timely protest is filed, the District Manger

- A. shall consider the protest; and
- B. may hold a hearing on the protest.

2.

A. The District Manager may:

- i. subpoena witnesses and compel their attendance at a protest hearing; or
- ii. subpoena documents for production at a protest hearing.

B. The Rules of Evidence do not apply to a protest hearing.

C. If a hearing on a protest is held under this section, the District Manger shall:

- i. record the hearing;
- ii. preserve all evidence presented at the hearing; and
- iii. preserve all records and other evidence relied upon in reaching the written

decision described in this section.

D. Regardless of whether a hearing on a protest is held under this section, the District Manager shall preserve all records and other evidence relied upon in reaching the written decision.

E. The records may not be destroyed until the decision, and any appeal of the decision, becomes final.

3. The District Manager shall promptly issue a written decision. The decision shall state the reasons for the action taken and inform of the right to judicial or administrative review.

4. A decision is effective until stayed or reversed. The decision shall be final and conclusive unless the protestor, prospective contractor, or contractor:

A. commences an action in district court in accordance with Subsection 63G-6a-1802(5), Utah Code;

B. files an appeal.

5. If the District Manager does not issue the written decision within 30 calendar days after the day on which a written request for a final decision is filed, or within a longer period as may be agreed upon by the parties, the protestor may proceed as if an adverse decision had been received.

6. A determination under this section regarding an issue of fact may not be overturned on appeal unless the decision is arbitrary and capricious or clearly erroneous.

#### **5-1-31 FURTHER APPEAL PROCEDURES**

Any additional appeal beyond an appeal to the District Manger shall be governed by the applicable provisions of the Utah Procurement Code.

#### **5-1-32 APPLICATION OF UTAH PROCUREMENT CODE AND THIS CHAPTER**

With respect to situations, matters and procedures not specifically covered by this Chapter, the provisions of the Utah Procurement Code and the provisions of Utah Administrative Code, entitled "Purchasing" shall be guidelines in determining District Policy insofar as said statutory provisions and

administrative regulations are applicable. The wording and context for such statutory provisions and administrative regulations shall be modified, interpreted and applied in such manner as to render the terms thereof applicable to the District insofar as practicable." The District is authorized to make procurement through the Utah State Cooperative Contracts, the NASPA Cooperative Purchasing Organization, LLC, DBA WSCA/NASPO Cooperating Purchasing Organization or similar contacts or organizations that are approved by the Utah State Purchasing Division. Such procurements are deemed to have complied with the District's Procurement procedures.

New: Section 10.19.2022

### **5-1-33 APPLICATION OF CONTINGENCY FUND IN CONSTRUCTION PROJECTS**

With respect to construction projects the District Manager shall authorize the use of contingency to cover any unexpected costs that can arise throughout a construction project. This money is on reserve and is not allocated to any specific area of work and acts as insurance against unforeseen costs and mitigate potential delays.

1. The contingency budget is up to 5% of the bid amount. When the construction bid is awarded – the contingency account may be funded at the same time by the Board of Trustees. The District shall manage the contingency budget and if the contingency budget is exceeded all future expenses shall be brought to the Board of Trustees.
2. The District Manager may authorize the use of contingency funds up to \$150,000 for a single instance. Anything over \$150,000 must be taken to the Board for authorization. The District Manager may bring items to the Board of Trustees under \$150,000 at the Manager's discretion.

3. The District Manager shall inform the Board of Trustees of contingency usage at the next Board meeting during the Manager's report for single items greater than \$25,000.
4. The District Manager may authorize contract time extensions if the overall impact is less than \$150,000.

## **CHAPTER 2**

### **COMPETITIVE BIDDING REQUIREMENTS**

5-2-1	Consultant Services
5-2-2	Administration
5-2-3	Competitive Bidding Requirements
5-2-4	Competitive Sealed Bidding
5-2-5	Competitive Sealed Proposals
5-2-6	Professional Service Contracts Procedure
5-2-7	Special Provisions

#### **5-2-1 CONSULTANT SERVICES**

Consultant Services means work, rendered by either individuals or firms who possess specialized knowledge, experience, and expertise to investigate assigned problems or projects and to provide counsel, review, design, development, analysis, or advise in formulating or implementing programs or services or improvements in programs or services, including but not limited to such areas as management, personnel, finance, accounting, planning, data processing, special machine work, mechanical work and electrical services work.

#### **5-2-2 ADMINISTRATION**

The District Manager shall be the Procurement Officer for the District and shall administer the purchasing system provided for by these procedures. The District Manager shall perform the duties and have powers concerning purchasing matters as follows:

1. The District Manager may in writing appoint designees within the various departments of the District to make purchases for their department within the scope of such appointment.
2. Administer and maintain the purchasing system and other rules and regulations

established by these procedures. No purchases, including petty cash purchases, are to be made without the prior knowledge and consent of the District Manager or designees. All purchases and petty cash withdrawals are to be documented on the appropriate forms and are to be properly receipted for at the point of transaction. The penalty for failure to comply with this section could be liability of the employee for the expenses incurred, as determined by the Board of Trustees.

3. Designees may recommend to the District Manager such new or revised purchasing rules and regulations as are deemed desirable and shall interpret day-to-day the provisions of these procedures.

4. Designees may negotiate and recommend execution of contracts for the purchase of supplies, equipment and contractual services.

5. The District Manager and Designees shall seek to obtain as full and open competition as possible on all purchases under the circumstances.

6. The District Manager and Designees shall keep informed on current developments in the field of purchasing, i.e., prices, market conditions, new products, etc.

7. The District Manager shall prescribe and maintain such forms as are reasonably necessary to the operation of these procedures and other rules and regulations.

8. The District Manager shall supervise the inspection of all supplies and equipment to assure conformance with specifications.

9. The District Manager shall transfer surplus or unused supplies and equipment between departments as needed.

10. The District Manager shall maintain a bidder's list, vendors' catalog file, and other records needed for the efficient operation of the purchasing system.

11. The District manager may enter into contracts on behalf of the District subject to directions, rules and regulations of the Board of Trustees.

**5-2-3 COMPETITIVE BIDDING REQUIREMENTS**

Except as provided herein, purchases of supplies, equipment, and letting of contracts shall follow one of the procedures described herein.

**5-2-4 COMPETITIVE SEALED BIDDING**

Except as otherwise provided herein, purchases of supplies, equipment, and letting of contractual services of an estimated value greater than Twenty-Five Thousand Dollars (\$25,000.00) shall be by written contract with the lowest responsible bidder, pursuant to the procedure hereinafter prescribed.

1. Approval of Specifications. Prior to seeking bids for equipment or contractual services having a unit cost in excess of Twenty-Five Thousand Dollars (\$25,000.00), action of the Board of Trustees shall be required to approve specifications and to authorize advertising for bids. Approval shall be deemed to have been given if the project was approved in adoption of the budget.

2. Notices Inviting Bids. Notices inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured, and the time and place for opening bids.

A. Publishing Notice. Notices inviting bids shall be published at least Ten (10) days before the date of opening of the bids. Notices shall be published at least once in a newspaper of general circulation in the area.

B. Bidders List. Sealed bids may be solicited from all responsible perspective bidders whose names are on the bidder's list or who have made written request that their names be added

thereto.

C. Bulletin Board. Notices advertising pending purchases shall also be posted on a public bulletin board in the District Office.

3. Bid Opening Procedures. Sealed bids shall be submitted as designated in the notice with the statement "Bid for (item)" on the envelope. Bids shall be opened in public at the time and place stated in the public notice. A tabulation of all bids shall be open for public inspection during regular business hours for a period of not less than Thirty (30) days after the bid opening.

4. Rejection of Bids. At its discretion, the Board of Trustees may reject without cause any and all bids presented, and re-advertise for bids pursuant to the procedure hereinabove prescribed. If an acceptable bid is not received after two attempts, the Board of Trustees may proceed as it sees fit.

5. Award of Contracts. Except as otherwise provided herein, contracts shall be awarded by the Board of Trustees to the lowest responsive and responsible bidder.

6. Tie Bids. If Two (2) or more bids received are the low bids and are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the Board of Trustees shall determine which bid, if any, to accept and the Board of Trustees may follow the guidelines pertaining to Tie Bids as set forth in the then current edition of the "Utah Administrative Code."

#### **5-2-5 COMPETITIVE SEALED PROPOSALS**

Purchases of supplies, equipment or contractual services may be made by receiving Competitive Sealed Proposals pursuant to the procedure hereinafter prescribed. The process for receiving Competitive Sealed Proposals shall be governed by the provisions of "Utah Administrative Code," except insofar as specifically modified herein.

1. Minimum Number of Bids. Open market purchases shall, whenever possible, be based on at least Three (3) bids (price quotations) and shall be awarded to the lowest responsible bidder.

2. Solicitation of Bids. Bids (price quotations) shall be solicited from prospective vendors by oral, written, or telephone requests.

#### **5-2-6 PROFESSIONAL SERVICE CONTRACTS PROCEDURE**

Contracts for professional services shall be awarded at the discretion of the Board of Trustees to include, but not limited to, the following services: accounting, architectural, auditing, banking, engineering, insurance, and legal. Contracts shall be awarded at the discretion of the Board of Trustees based on the evaluation of professional qualifications, service ability, cost of service, and other criteria deemed applicable by the Board of Trustees.

#### **5-2-7 SPECIAL PROVISIONS**

In obtaining equipment, repair and maintenance of mechanical and electrical equipment on a regular day-to-day and emergency basis, the Procurement Officer and District Manager may utilize the Small Purchase, Sole Source Procurement and Emergency Procurement procedures contained herein. In applying those procedures the Procurement Officer and District Manager may take into consideration all pertinent factors including, but not limited to, the urgency of the situation, the quality of the equipment or service, the timeliness of response, the prior history and reputation of the product, supplier and consultant and price of such equipment or service.



## **CHAPTER 3**

### **EXEMPTIONS TO COMPETITIVE BIDDING REQUIREMENTS**

- 5-3-1 Special Contracts
- 5-3-2 Auction, Closeout, Bankruptcy Sales
- 5-3-3 Exchanges
- 5-3-4 Design-Build Contracts

#### **5-3-1 SPECIAL CONTRACTS**

Contracts which by their nature are not adapted to being awarded by competitive bidding shall not be subject to the bidding requirements of these procedures. Some examples of such contracts are: contracts for items which may only be purchased from a single source; contracts for additions to equipment owned by the District which may be more efficiently added to by a certain person or firm; contracts for repairs and maintenance of equipment which may be more efficiently repaired or maintained by a certain person or firm; contracts for equipment which is similar to existing owned equipment on which District personnel are already trained; and contracts for equipment which is compatible with existing equipment for which the District maintains an inventory of replacement parts.

#### **5-3-2 AUCTION, CLOSEOUT, BANKRUPTCY SALES**

If the District Manager determines that supplies, materials or equipment can be purchased at any public auction, closeout sale, bankruptcy sale or other similar sale and that a purchase at any such auction or sale will be made at a cost below the market cost in the District, a contract or contracts may be let, or the purchase made without complying with the usual requirements of these procedures.

#### **5-3-3 EXCHANGES**

Exchanges of supplies, material or equipment between the District and any other public agency which are not by sale or auction shall be by mutual agreement of the respective public agencies and

shall be exempt from these procedures.

#### **5-3-4 DESIGN-BUILD CONTRACTS**

In planning for the construction of District projects the District Manager may, in his discretion, determine that it would be in the best interests of the District to use the Design-Build method of construction contracting management. Upon making such determination the District Manager may negotiate with an appropriate firm or firms for the purpose of formulating a Design Build Contract for construction of the proposed project. No such Contract shall be entered into for and on behalf of the District without the approval of the Board of Trustees.

## **CHAPTER 4**

### **INTERLOCAL AGREEMENT IN LETTING OF CONTRACTS**

#### **FOR COMMODITIES OR SERVICES**

- 5-4-1 Joint Purchases
- 5-4-2 Purchases from vendors under State Contract

#### **5-4-1 JOINT PURCHASES**

The District shall have the power to enter into joint purchase agreements and interlocal agreements with any or all other public agencies within the state for the purchase of any commodity or service, wherein it is determined by the Board of Trustees to be in the best interest of the District. Such purchases may be as authorized by the provisions of §63-56-35.7, Utah Code Annotated, 1953.

#### **5-4-2 PURCHASES FROM VENDORS UNDER STATE CONTRACT**

The District shall have the power to purchase commodities or services from vendors who have entered into contracts with the State of Utah Department of Administrative Services Division of Purchasing. No bidding from other vendors shall be required when such items are purchased under a State contract unless more than one State approved vendor can provide the same commodity or service, in which case the District shall receive a bid from each approved vendor.



**CHAPTER 5**  
**PUBLIC PROPERTY**

**5-5-1 DISPOSAL OR LEASE OF PUBLIC PROPERTY**

All disposal, leases, and subleases of public property of the District shall be made under the same conditions and limitations as nearly as possible, as required by these procedures in the purchase of public property, but the Board of Trustees, at its discretion, may also authorize:

1. The sale of any property at public auction or by sealed bid if it deems such a sale desirable and in the best interest of the District; or
2. The lease or sublease of any such property at a properly advertised public meeting under such terms and conditions as it may deem desirable, fair, and appropriate, considering intended land use, equivalent property tax value, and the best interest of the District.
3. No excess property of the District is to be purchased by employees, management or Board Members.



## **CHAPTER 6**

### **BUFFER ZONE**

5-6-1	Purpose
5-6-2	Written Lease Required
5-6-3	Special Provisions of Leasing and Use of Property
5-6-4	Authority of District Manager to Enter Into Lease Agreements
5-6-5	Preference to Prior Owners
5-6-6	Preference to District Employees
5-6-7	Advertising Property for Lease
5-6-8	Property Management

#### **5-6-1 PURPOSE**

The District owns approximately 450 acres of real property surrounding the District Plant and other facilities. This property consists of vacant land together with several houses and has become known as the "Buffer Zone." The purpose of the Buffer Zone is to provide space for expansion of the District plant and other facilities, to provide space for the disposal of sludge and to prevent problems arising from encroachment of residential development around the plant and other District facilities.

The use of the Buffer Zone needs to be tightly controlled and subject to special considerations. This Chapter 6 is adopted for the purpose of providing for such controls and considerations in connection with the use and leasing of Buffer Zone property.

#### **5-6-2 WRITTEN LEASE REQUIRED**

In order to avoid confusion and misunderstanding, no Buffer Zone property shall be occupied or used by any tenant or lessee of the District except in accordance with the terms and provisions of a written Lease Agreement to be signed by the District and the Lessee(s) or Tenant(s). Such written Lease Agreement shall be signed by all parties prior to the Lessee or Tenant being allowed to take occupancy of or use the leased Buffer Zone property. This provision shall apply to the use and

occupancy of vacant ground as well as to the lease and occupancy of any house owned by the District in the Buffer Zone.

### **5-6-3 SPECIAL PROVISIONS OF LEASING AND USE OF PROPERTY**

1. Lessees shall be informed verbally that there are certain potential discomforts associated with living next to or occupying and using property adjacent to a sewer plant.

2. Lessees or Tenants operating farm ground shall be informed in the written lease of the necessity of safeguards to be taken to meet the standards required in conjunction with the District's operating permits.

3. Said leases shall also contain a provision stating that the Lease may be terminated at any time upon sixty (60) days' written notice whenever the District deems it necessary to terminate the lease and use the property for District purposes.

4. Lease rates for District-owned agricultural property will be established through a bidding process when a parcel becomes available. The lease rates for parcels under a current lease agreement shall be periodically evaluated against prevailing lease rates for comparable agricultural property as determined by referencing rates published by the USDA, Farm Bureau, and other credible sources.

5. To maintain District properties in a presentable, clean, and orderly appearance, Lessees or Tenants shall not park, store or dispose of old and/or inoperable vehicles, farm equipment, or other items on leased property. When notified of non-compliance with this policy, Lessee or Tenant shall remove offending items in a timely manner. If not removed in a timely manner, the District shall have the right to have the items removed and charge the Lessee or Tenant for the cost of removal.

6. Development within the Buffer Zone that is incompatible with its purpose as described in 5-6-1 is prohibited, unless approved by Board by written agreement. The following is a listing of examples of incompatible uses of the Buffer Zone:

- A. Private, non-agricultural related, permanent (not temporary or seasonal) business operations. This does not apply to business operations or activities being conducted in District-owned dwellings or structures.
  - B. Construction of permanent, durable structures or facilities by Lessee.
  - C. Conducting or operating illegal activities.
  - D. Conducting or operating activities which create a public nuisance including: excessive noise, lighting, traffic, and gathering of large groups of people except as described and allowed in 7. below.
  - E. Hunting and use of firearms.
7. Examples of compatible uses of Buffer Zone property are:
- A. Agricultural farming of food or feed crops.
  - B. Raising, grazing, boarding, and ranching of horses, cattle, or other traditional livestock.
  - C. Short-term and seasonal agricultural related operations such as produce stands, corn mazes, etc.
  - D. Any activity or other use sponsored by the District.

#### **5-6-4 AUTHORITY OF DISTRICT MANAGER TO ENTER INTO LEASE AGREEMENTS**

The District Manager is authorized and empowered to enter into Lease Agreements with Lessees and Tenants, subject to confirmation of such leases by the Board of Trustees. In determining the rental value of the property, the District Manager shall survey the market to determine the lease rate

that reflects the fair market value of the lease. The District Manager shall accept the lease which is most advantageous to the District after consideration of all factors including the amount of financial consideration.

#### **5-6-5 PREFERENCE TO PRIOR OWNERS**

When the District acquired the Buffer Zone property, the District agreed to continue to allow the previous owners the first right to use the property. Therefore, in negotiating leases, the District Manager shall give preference to prior owners provided they are willing to enter into a Lease Agreement upon substantially the same terms and conditions as other prospective users of the property.

#### **5-6-6 PREFERENCE TO DISTRICT EMPLOYEES**

The preference granted to prior owners as set forth in the preceding section shall apply to dwellings as well as vacant property. If a prior owner does not enter into a Lease Agreement for a dwelling, preference will be given to employees of the District with respect to such dwellings. Such preference is based upon the desirability of having such dwelling occupied by persons familiar with the District plant and facilities and is further based upon the desirability of having District employees live near the District property in case their services are needed upon short notice. Notwithstanding the foregoing preferences, all dwelling leases shall be at fair market value or as close thereto as practicable.

#### **5-6-7 ADVERTISING PROPERTY FOR LEASE**

After the initial leases pertaining to the Buffer Zone, if a Lessee or Tenant does not renew their lease, the District Manager or property management company selected by the District Manager may advertise for receipt of offers for lease of such property. The District is not required, however, to accept the highest offer with respect to any such proposed lease and may exercise judgment and discretion in determining the award of the lease.

### **5-6-8 PROPERTY MANAGEMENT**

The District Manager may in his discretion retain the services of a property management company to manage leasing of the Buffer Zone property.



## **CHAPTER 7**

### **CLAIMS**

#### **5-7-1 APPROVAL OF CLAIMS AND SIGNING OF CHECKS**

1. All claims on the accounts of the North Davis Sewer District must be within the approved and duly adopted budget or approved by the Board of Trustees before they are paid.
2. Unless otherwise designated in these procedures, all checks drawn on the accounts of the North Davis Sewer District must be signed by two authorized persons. Prior to signing any check, the District Treasurer or the Financial Officer or designee shall determine that sufficient amount is on deposit in the appropriate bank account of the District to honor the check.

#### **5-7-2 CASH RECEIPTING AND DEPOSIT POLICY**

1. Purpose: Establish a uniform control design for all departments of the District that receive cash. This policy has been developed with the assistance of the District Accountant and approved by the District Board of Trustees, who ultimately is responsible for the overall design and implementation of organizational controls. Over time it is expected this policy will be adjusted for changes in systems and organizational structure at which time the Accountant will propose changes to the Board of Trustees for review and approval.
2. Cash Receipts:
  - A. All funds received are entered into the accounting system at the time of the transaction or if the transaction occurs at a location without access to the accounting system, the funds will be logged into a pre-numbered receipt book with enough detail to determine where/who the funds came from, the purpose for receiving the funds, the method of payment; cash, check, credit card etc.,

and designate the appropriate account. Manual receipts should have two (2) copies; Customer copy and a District copy.

B. At the end of each day the person responsible for receiving cash will close out their cash drawer, reconcile the system generated report to the cash in the drawer, place cash, checks, and credit card receipts received along with the report in a secure (locked) place for deposit on the next business day.

C. Void/adjusted transactions. If a transaction needs to be voided or adjusted it should be done by someone designated by the Accountant who does not receive cash. If using a manual receipt book, all copies of the receipt should be present for any voided receipt. The system should be designed to generate a report of all adjusted/voided transactions to facilitate monitoring of this process.

D. Every effort should be made to ensure large quantities of cash are not on hand overnight. If a large transaction or series of transactions leaves cash on hand over \$1000.00, the deposit should be made on the same day.

E. When deposits are made, the employee making the deposit will turn over the funds and watch as it is counted, receive a receipt detailing the amount, date of receipt, and the signature of the Accountant designated employee who took custody of the funds. This receipt will be kept with the receipt records. Any discrepancy in the funds being deposited and the supporting documentation should be reconciled when custody of the funds changes.

F. The Accountant designated employee enters the deposit into the accounting system for approval by the Accountant and takes funds to the bank.

### 3. Deposits:

A. An Accountant designated employee will receive District funds, count the funds, compare the amount received to the supporting documentation provided and give a receipt to the employee who turned over the funds with the amount received, date and that employees name and signature.

B. An employee designated by the Accountant enters the information from the deposit into the Accounting system.

C. At the end of each day, the Accountant designated employee will compile all cash and checks received, match the total to the total receipts in the accounting system, and create a deposit slip.

D. Copies of deposit slips are maintained and used to reconcile bank statements to the accounting records.

### **5-7-3 CREDIT CARD POLICY AND PROCEDURES**

1. Credit Card Procedures: By requesting or being issued a District Credit Card, each employee acknowledges that they have read and understand the District's Credit Card Policy and Procedures in its entirety. These procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly, and miscellaneous information about the program.

2. To Obtain a Card: Complete a District Credit Card Acceptance Agreement (Form 5-7-3a). All requests will be processed through the District Accountant with final approval by the Manager. The cardholder's signature on the Acceptance Agreement (Form 5-7-3a) indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines established for Credit Card Policy and Procedures.

3. Actions Upon Receipt of Card: Upon receipt of an approved credit card, it is the responsibility of the cardholder to sign the back of the issued card. Card holders are responsible for the security of the card issued and the transactions made with the card. The credit card is issued in the name of the employee and it will be assumed that any purchases made with the card will have been made by the employee. The cardholder employee is the only person entitled to use the card issued. Failure to comply with the guidelines established for the program may result in severe consequences, up to and including termination of employment.

4. Card Holder Responsibilities: It is the responsibility of the cardholder to:

A. Read and understand the District Credit Card Policies and Procedures.

B. Sign the District Credit Card Acceptance Agreement. (See Form 5-7-3a).

C. Make only authorized purchases as prescribed by the District Purchasing Policy and approved departmental budget.

D. Retain receipts for all transactions. In the absence of a receipt, a Missing Receipt Form must be completed and signed by the cardholder and the employee's supervisor or the Manager. (See Form 5-7-3b)

E. Reconcile the credit card statement upon its arrival. All reconciliations, statements, and receipts, with an attached Warrant request for each transaction, are due to the District Accountant by the 1<sup>st</sup> of the following month.

F. Keep the credit card and the corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the District Accountant.

G. Report fraudulent charges or any discrepancies in the credit card statement in a timely manner to the District Accountant.

5. Accountant Responsibilities: It is the responsibility of the Accountant to:

- A. Request and oversee the issuance of new cards, through the Manager. The credit limit will be determined at the discretion of the Accountant and Manager.
- B. Inform the Manager when limit changes or cancellations are needed due to personnel changes.
- C. Payment on Credit Cards is to be done immediately upon receipt.
- D. Credit Card reconciliations are to be completed within 15 days of payment due date.
- E. Ensure the Accounting Clerk reviews the cardholder's reconciliation and transactions for completeness, accuracy, and compliance with District policies and procedures.
- F. Address the cardholder about questionable transactions for clarification purposes.
- G. Report any misuses of credit cards immediately to the Manager.
- H. Ensure that the Accounting Clerk receives copies of receipts, if sales tax has been paid, to request reimbursement from the State of Utah.

6. Approved Credit Card Purchases:

- A. Business related uses, subscriptions, seminars, dues, books.
- B. Office supplies, furniture.
- C. Small tools (purchase/rental), electrical, safety and building maintenance supplies.
- D. Vehicle maintenance supplies.
- E. Certain allowable travel expenditures.
- F. Conference registrations or seminar rooms.
- G. Entity sponsored group gatherings.
- H. Hotel rooms.
- I. Approved internet purchases.
- J. Approved supplies purchases.

K. As approved by Manager and Accountant on a case-by-case basis.

7. Prohibited Credit Card Purchases: The following purchases are strictly prohibited from being purchased by using a District credit card:

- A. Any merchant, product, or service normally considered to be inappropriate use of District funds.
- B. Purchase of items for personal use or consumption.
- C. A purchase in violation of the District Purchasing Policy.
- D. Capital equipment purchases/repair.
- E. Gift cards/certificates (except for specifically budgeted spot bonuses purchased annually).
- F. Alcohol.
- G. Splitting a purchase to remain under purchasing policy limits.
- H. Consultants:
  - i. Architects.
  - ii. Engineers.
  - iii. Attorneys and Attorney's fees.
  - iv. Medical, including hospital/doctor visits.

8. Built-In Restrictions: Each card is assigned a credit limit. If found over time that these limits are too low to accommodate monthly requirements, contact Accountant or Manager to review the limit given. The District has the ability to block, if necessary, certain supplier's Merchant Category Codes. If the District chooses to block a Merchant, the card will be declined. Please refer to the Accountant regarding issues with a possible blocked card.

9. Reconciliation and Payment:

A. The District Credit Card Program carries District, not individual, liability. Credit Card Invoices will be paid by the Accounting Clerk under supervision of the District Accountant. The cardholder will not be required to pay the Monthly Statement using personal funds. The program does not impact the cardholder's personal credit rating in any way.

B. The cardholder is required to obtain and retain all receipts for goods and services purchased when using the credit card. If purchases are made via phone, mail, e-mail, internet, or other electronic means, ask the supplier to include an itemized receipt with the goods when the product is shipped. This itemized receipt is the only original documentation specifying whether sales tax has been paid against the purchase.

C. A statement will be received identifying all transactions made against each District card during the previous billing cycle. The statement must be reconciled against the receipts for accuracy. The reconciled statement is to be sent to the District Accountant for review, and approval. The cardholder's activity may be audited at any time.

10. Disputed Transactions:

A. Disputes on credit cards must be identified in writing to the issuing credit card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the Monthly Statement date the issue must then be resolved between the District and the supplier.

B. The cardholder is responsible to identify possible disputed or fraudulent transactions on the monthly statement provided to them for reconciliation. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is responsible for showing that the error or dispute resolution process was completed.

C. It is the cardholder's responsibility to immediately notify the Accountant if there is a possible dispute on an issued credit card.

11. Employee Termination: Upon notice of a cardholder terminating their current employment, the cardholder's supervisor is responsible to take possession of the card and any outstanding original receipts. The supervisor should immediately notify the Accountant so they can notify the card issuer and close the account.

**Form 5-7-3a**

**CREDIT CARD HOLDER ACCEPTANCE AGREEMENT**

The following Credit Card Acceptance Agreement must be signed by all authorized employees of the District with access to a credit card.

I understand that the District has authorized my use of a District credit card for authorized District expenditures on its behalf. In accepting and/or using the card, I agree to be bound by the terms and conditions which follow:

- I will use the card issued to me for the payment of authorized expenses consistent with my organizational responsibilities and to satisfy the needs of my department and the District.
- I will not use the card to obtain cash advances.
- I understand that **I am the only authorized card user** and accept the responsibility and accountability for the protection and proper use of the card.
- I will not use the card for personal use or for any other non-District purposes.
- I understand that all purchases shall be made in accordance with applicable purchasing and credit card policy and procedures approved by the District Board of Trustees.
- I understand that timely reconciliation of all credit card transactions charged to my assigned card will be made.
- I understand that I am responsible to provide appropriate documentation/receipts for credit card transactions charged to my assigned card.
- I will surrender my assigned card to the District Accountant in the event of my separation from the District.
- I understand that any charges against my assigned card that are not properly identified or not allowed by the District shall be paid by me by check, United States currency, or salary deduction. I further understand that any employee who has been issued a card shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand of the Manager or Accountant.
- I will immediately report any stolen or lost card to the Manager or Accountant.

I understand that any variance and/or violation of the above conditions will result in cancellation of my assigned credit card. Misuse of the card could result in disciplinary action and/or personal liability for unapproved charges. All District credit cards are subject to examination by external and internal auditors.

I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS:

Name: \_\_\_\_\_ Department: \_\_\_\_\_

Signature: \_\_\_\_\_ Credit Card #: \_\_\_\_\_







## CHAPTER 8

### DISTRICT FINANCIAL OFFICER

5-8-1	District Manager Designated District Financial Officer
5-8-2	Claim Approval
5-8-3	List of Approved Claims
5-8-4	Pre-audit of Claims
5-8-5	Additional Procedures

#### **5-8-1 DISTRICT MANAGER DESIGNATED DISTRICT FINANCIAL OFFICER**

The District Manager is hereby designated as the District Financial Officer and is authorized:

1. To approve any payroll checks prepared for an authorized District employee hired in accordance with personnel policies established by District ordinance or resolution. The amount paid to any such authorized employee shall also be in agreement with a specific salary assigned to such employee pursuant to a salary schedule adopted by the Board of Trustees or a salary amount assigned by ordinance or resolution of the Board of Trustees.
2. To approve claims submitted for the payment of routine expenditures, such as utility bills, payroll, related expenses, supplies and materials, which were purchased according to authorized purchasing procedures established by ordinance or resolution.
3. To approve any submitted claim which is in accordance with an authorized District Contract.
4. To approve claims within the established budget made pursuant to established purchasing procedures, referenced in the budget document and approved by an appropriation resolution adopted for the current fiscal year budget.
5. To approve emergency procurement in situations which create a threat to public health,

welfare, plant facilities, or safety such as may arise by reason of floods, equipment failures or such other reason. The existence of such conditions creates an immediate and serious need for supplies, services, or construction that cannot be met through normal procurement methods.

#### **5-8-2 CLAIM APPROVAL**

The above claim approval authority delegated to the District Manager is hereby subject to the following restrictions:

1. No claim may be approved by the District Manager which is not within the duly and legally adopted or adjusted budget.
2. No claim may be approved which was not made in accordance with personnel and purchasing procedures established by ordinance or resolution.

#### **5-8-3 LIST OF APPROVED CLAIMS**

The Board of Trustees will be provided a listing of approved claims for review at the next regular scheduled meeting.

#### **5-8-4 PRE-AUDIT OF CLAIMS**

The District Manager shall pre-audit all claims pursuant to state statute requirements and shall not disburse any payments without appropriate approval. Procedures shall be established whereby documents approval is obtained as authorized by this Procedure. Monthly detail expenditure reports shall also be prepared and made available to the Board of Trustees.

#### **5-8-5 ADDITIONAL PROCEDURES**

Specific budgetary and administrative procedures consistent with these procedures may be established by resolution.

## CHAPTER 9

### INVESTMENT POLICY

5-9-1	Scope and Purpose
5-9-2	Definitions
5-9-2	Investment Requirements
5-a-3	Controls
5-9-4	Investment Instrumentation
5-9-6	Investment Advisors and/or Brokers
5-9-7	Safekeeping

#### **5-9-1 SCOPE AND PURPOSE**

1. Scope: This policy establishes an effective delineation of responsibilities and internal controls for the safekeeping and investment of District monies.

2. Purpose: The purpose of the investment Policy is to establish guidance from the Board of Trustees on how funds are held and invested by the District. All funds of the District shall be categorized and defined as either “Operating Funds,” Reserve Funds” or “Construction Funds.”

3. Prudence: In accordance with the Prudent person Rule of the Utah Money Management Act ( Utah Code 51-7-14 (1) (a) which states: Investments shall be made with the exercise of that judgment and care, under circumstances then prevailing, which person of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

4. Conflicts of Interest and Ethics: All officers and employees of the District that engage in financial transactions shall act in accordance with the highest ideals of honor, integrity and ethics. Officers and employees shall act in strict accordance with State Statutes governing ethics and conflicts of interest with the District’s investment program which requires the disclosure of any financial interest employees and officers may have in the financial institutions the District is working with or instruments the District is investing in.

## **5-9-2 DEFINITIONS**

The following Definitions are adopted in connection with the Investment Policy:

**Operating Funds** - Funds to be used to operate the District over the next twelve (12) month period.

**Reserve Funds** - Funds that are being held as outlined in the Reserve Policy of the District.

**Construction Funds** - Funds that are to be used to expand the District plant or the collection system.

## **5-9-3 INVESTMENT REQUIREMENTS**

(A) All funds of the District are to be invested in accordance and in compliance with the "State Money Management Act."

(B) All funds of the District shall be invested to meet the following objectives when depositing and investing funds:

1. Safety of Principal: safety of principal is the foremost objective. Investments shall be undertaken to ensure the preservation of capital in the overall portfolio.

2. Need for liquidity: investment portfolio shall remain sufficiently liquid to meet all operating requirements that can be reasonably anticipated.

3. Yield on investments: return on investments is of secondary importance to safety and liquidity.

(C) Funds shall not be invested longer than the anticipated date of need for expenditure of funds.

(D) Investment of Operating Funds shall be invested in short-term investments that match the need for use of the funds. Examples of types of investments would be the PTIF and short-terms certificates of deposits.

(E) Reserve Funds shall be invested based on the anticipated date of need and in investments that are liquid in nature. The time frame for investment of these funds may be longer than the investment of Operating Funds.

(F) Construction Funds shall be invested based on the anticipated date of need for use of such funds. For example, if the funds will be needed in three (3) years the funds could be invested in a security maturing in three (3) years.

#### **5-9-4 CONTROLS**

1. Allowable Investments: All investments shall be in accordance with the Utah Money Management Act. Credit Ratings for the purchase of any security must have a minimum of single A- or its equivalent or better by two or more public rating agencies at the time of purchase. Short term credit ratings for commercial paper must be top tier A1/P1/F1 by two of the three credit rating agencies at the time of purchase.

2. Prohibited Investments: In no event shall funds be invested in any type of equity security. No investments shall be made that do not comply with State Money Management Act.

3. Diversification: The District will diversify its investments to avoid risks in specific instruments, individual financial institutions, or maturities. The current diversification is as follows:

INVESTMENT INSTRUMENT	MAXIMUM IN ANY SINGLE ISSUER **
T-bills	100%
T-notes	100%
Corporate Bonds	10%/5%
U.S. Government Agency Securities	100%
Federal Farm Credit Bank (FFCB)	50%
Federal Home Loan Bank (FHLB)	50%
Federal Home Loan Mortgage Corporation (FHLMC)	50%
Federal National Mortgage Association (FNMA)	50%
Other Obligations (revenue bonds of any City, city, or any taxing district of the State of Utah)	10%
Certificates of Deposit in Utah State Depositories	FDIC limit
Commercial Paper	10%/5%

\*\* No single issuer or guarantor (other than the United States Treasury and Federal Agencies) may represent more than the percentage listed in this table at the time of purchase of the total value of holdings of each cash manager's portfolio.

\*\*Portfolios of \$10,000,000 or less may not invest more than 10% of the total portfolio with a single corporate issuer.

\*\* Portfolios of \$10,000,000 or more may not invest more than 5% of the total portfolio in a single corporate issuer.

4. Guidelines for Deposits with Financial Institutions: The maximum unsecured deposits invested with any one Utah bank shall be limited to 5% of that bank's capital and deposit base.
5. Maturity Schedule: Investment maturities for operating funds (short term funds) will be scheduled to coincide with projected cash flow needs, taking into account routine expenditures as well as anticipated revenue. Maximum maturity for any single issuer will follow the Utah Money management Act guidelines. For U.S. Government Treasuries and Agencies, the maximum allowed maturity is 5 in 5 years, 15 months for fixed rate corporate bonds, and three (3) years for floating rate corporate bonds from date of purchase or in accordance with state and local statutes.

6. Reporting: An annual investment report shall be prepared that will include the following:

- Listing of all securities held.
- Average yield to maturity for the investment portfolio.
- Listing of investments by maturity date.
- Percentage of total portfolio that each investment represents.

#### **5-9-5 INVESTMENT ADVISORS AND/OR BROKERS**

Investment advisors and brokers used by the District shall be chosen only from those listed on, and approved by, the Utah Money Management Council's Certified Dealer List or Certified Investment Advisor List.

#### **5-9-6 SAFEKEEPING**

All investments must be held in custody/safe keep by a bank or trust company with minimum credit ratings as required by the Utah Money management Act.



## **CHAPTER 10**

### **RESERVE POLICY**

5-10-1	Working Capital Reserve
5-10-2	Debt Service Reserves
5-10-3	Emergency Equipment Replacement Reserve
5-10-4	General Contingency Reserve

#### **5-9b-1 WORKING CAPITAL RESERVE**

The District's Revenue Bond Indentures require the District to maintain a Working Capital Reserve. The District shall maintain a Working Capital Reserve equal to the current year's budgeted Operating Expenses, less depreciation.

#### **5-9b-2 DEBT SERVICE RESERVES**

The District shall maintain Debt Service Reserves as required by bond Indentures. The District's goal is to have a Total Debt Service Reserve equal to the Bond Principal Payments due within the next twelve (12) months and the amount required by the District's Revenue Bond Indentures.

#### **5-9b-3 EMERGENCY EQUIPMENT REPLACEMENT RESERVE**

The District's goal is to have an Emergency Equipment Replacement Reserve equal to the anticipated cost of replacing one of the generator systems. In 2007 this is anticipated to cost \$1,000,000 and this amount should be adjusted annually.

#### **5-9b-4 GENERAL CONTINGENCY RESERVE**

The District believes that it is prudent to maintain a General Contingency Reserve to be in a position to react to unforeseen emergencies. An example of past emergency is when the level of the Great Salt Lake was rising and there was the possibility of the Plant being flooded. The District was

able to react to the rising level by having a dike constructed with pumps to pump the effluent into the Lake. The District's goal for this reserve is a minimum of 5% to a maximum of 10% of the amount invested in property, Plant and equipment.

## **CHAPTER 11**

### **PENALTIES**

5-11-1	Conflicts of Interest
5-11-2	Collusion Among Bidders
5-11-3	Advance Disclosures
5-11-4	Gratuities
5-11-5	Personal Purchases
5-11-6	Criminal Action

#### **5-11-1 CONFLICTS OF INTEREST**

No member of the Board of Trustees or District employee may have a direct or indirect interest in any contract entered into by the District. A violation of this provision shall be cause of removal or other disciplinary action unless the interest is declared by the Board Member or employee prior to formation of the Contract or thereafter as soon as the interest becomes known.

#### **5-11-2 COLLUSION AMONG BIDDERS**

Any agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void.

#### **5-11-3 ADVANCE DISCLOSURES**

Any disclosure about the bids in advance of their opening made or permitted by a member of the Board of Trustees or a District employee shall render the Bids void. This applies whether the bids were solicited by advertisement or by request.

#### **5-11-4 GRATUITIES**

The acceptance of any gratuity in the form of cash, merchandise, or any other thing of value in excess of \$50.00 by an official or employee of the district from any vendor or contractor or

prospective vendor or contractor, shall be deemed to be a violation of these procedures and shall be cause of removal or other disciplinary action.

**5-11-5 PERSONAL PURCHASES**

Purchases of supplies or equipment for the personal use of an official or employee of the District shall not be permitted and will be the cause of disciplinary action.

**5-11-6 CRIMINAL ACTION**

If it appears that any violation or misconduct by any District Officer or employee may constitute a criminal act, such violation or misconduct shall be reported to the appropriate law enforcement agency and prosecuting authority.

**TITLE 6**

**USER CHARGE SYSTEM**

**PAGE**

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**CHAPTER 1**  
**USER CHARGE SYSTEM**

- 6-1-1 Adoption by Reference
- 6-2-2 Amendments

**6-1-1 ADOPTION BY REFERENCE**

The North Davis Sewer District has previously adopted the "User Charge System" dated December, 2013. Such User Charge System is set forth and contained in its entirety in a separate bound volume. Such User Charge System, or the latest version thereof, as set forth in a separate bound volume is hereby re-affirmed and re-adopted and by reference incorporated into and made a part of these ordinances as though set forth fully herein.

**6-2-2 AMENDMENTS**

Such amendments to the User Charge System as may hereinafter be approved and adopted by the Board of Trustees shall be and are considered adopted for and as part of these ordinances and shall be considered to be a part hereof without further action by the Board of Trustees.



**TITLE 7**  
**!RESERVED!**



**TITLE 8**

**RECORDS ACCESS AND MANAGEMENT PROCEDURES**

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## **CHAPTER 1**

### **RECORDS ACCESS AND MANAGEMENT PROCEDURES**

- 8-1-1 General Purpose
- 8-1-2 District Policy

#### **8-1-1 GENERAL PURPOSE**

The North Davis Sewer District (hereinafter sometimes referred to as the ("District")) adopts this policy to establish guidelines for open government information recognizing the need to maintain and preserve accurate records, provide public access to public records and preserve the right of privacy of personal data collected or received by the District.

#### **8-1-2 DISTRICT POLICY**

In adopting this policy, the District recognized the enactment of the Government Records Access and Management Act (the "Act") by the Utah State Legislature and the application of that Act to the District records. The purpose of these policies is to conform to the Act which provides that each political subdivision may adopt an ordinance or a policy relating to information practices including classification, designation, access, denials, segregation, appeals, management, retention and amendment of records. The intent of this policy is to provide modifications to the general provisions of State law, where allowed, to meet the public needs operation, management capabilities and resources of the District.



## **CHAPTER 2**

### **COMPLIANCE WITH STATE LAW**

#### **8-2-1 Adoption of State Law**

In adopting this policy, the District recognizes that the following provisions of the Act apply to the District and adopts by reference such applicable provisions as part of this policy. Any inconsistency or conflict between this policy and the Act shall be governed by the Act.

Part 1 General Provisions

Part 2 Access to Records

Part 3 Classification

Part 4 [EXCLUDED]

Part 5 [EXCLUDED]

Part 6 Accuracy of Records

Part 7 Applicability to Political Subdivisions: The Judiciary and the Legislature

Part 8 Remedies

Part 9 Archives and Records Service

Part 10 Other



## CHAPTER 3

### DEFINITIONS

8-3-1            Definitions

#### **8-3-1    DEFINITIONS**

As used in this Title, the following definitions shall be applicable.

1. "Act" shall refer to the Government Records Access and Management Act, 63G-2-101, et seq., Utah Code Annotated, 1953, as amended and any successor Act or statutes.
2. "District" shall refer to the North Davis Sewer District.
3. "Computer software program" means the series of instructions or statements that permit the functioning of a computer system in a manner designed to provide storage, retrieval, and manipulation of data from the computer system, and any associated documentation, manuals, or other source material explaining how to operate the software program. "Software" does not include the original data or record which is manipulated by the software.
4. "Controlled" records shall be those defined as controlled under the provisions of the Act.
5. "Data" shall refer to individual entries (for example, birthdate, address, etc.) in records.
6. "Dispose" means to destroy, or render irretrievable or illegible a record or the information contained in it by any physical, electronic, or other means including unauthorized deletion or erasure of electronically recorded audio, visual, non-written formats, data processing or other records.
7. "Non-public" records shall refer to those records defined as private, controlled, or

protected under the provisions of the Act.

8. "Private" records shall refer to those records classified as private under the provisions of the Act.

9. "Protected" records shall refer to those records classified as protected under the provisions of the Act.

10. "Public" records shall refer to those records which have not been classified as non- public in accordance with the provisions of the act.

11. "Record" means all books, letters, documents, papers, maps, plans, photographs, films, cards, tapes, recordings, or other documentary materials, and electronic data regardless of physical form or characteristics, prepared, owned, used, received, or retained by the District where all the information in the original is reproducible by some mechanical, electronic, photographic or other means.

12. "Record" does not mean:

A. Temporary drafts or similar materials prepared for the originator's personal use or prepared by the originator for the personal use of a person for whom he is working:

B. Materials that are legally owned by an individual in his private capacity; C.

Materials to which access is limited by the laws of copyright or patent;

D. Junk mail or commercial publications received by the District or by an officer or employee of the District;

E. Personal notes or daily calendars prepared by an District employee for personal use or the personal use of a supervisor or such notes, calendars or internal memoranda prepared for the use of an officer or agency acting in a quasi-judicial or deliberative process or pursuant to matters

discussed in a meeting closed pursuant to Utah Open Meetings Act; or

F. Proprietary computer software programs as defined in Subsection C above that are developed or purchased by or for the District for its own use.



## **CHAPTER 4**

### **PUBLIC RIGHT TO RECORDS**

- 8-4-1 Access to Records
- 8-4-2 No Creation of Records
- 8-4-3 Temporary Location of Record
- 8-4-4 District to Retain Custody

#### **8-4-1 ACCESS TO RECORDS**

Members of the public shall have the right to see, review, examine and take copies, in any format maintained by the District, of all District governmental records defined as "public" under the provisions of this Title, upon the payment of the lawful fee and pursuant to the provisions of this Title and the Act.

#### **8-4-2 NO CREATION OF RECORDS**

The District has no obligation to create a record or record series in response to a request from a member of the public, if the record requested is not otherwise regularly maintained or kept.

#### **8-4-3 TEMPORARY LOCATION OF RECORD**

When a record is temporarily held by a custodial District agency, pursuant to that custodial agency's statutory functions, such as records storage, investigation, litigation or audit, the record shall not be considered a record of the custodial agency for the purposes of this Title. The record shall be considered a record of the District and any requests for access to such records shall be directed to the District, rather than the custodial agency, pursuant to these procedures.

#### **8-4-4 DISTRICT TO RETAIN CUSTODY**

Original documents shall not leave the custody of the District. Document inspection will occur in the conference area of the administrative office building or such other area designated by the

Records Officer. Private citizens will not be allowed in the vault where original documents are maintained. The appropriate documents and/or files given to the individual will be accounted for subsequent to the individual's inspection and prior to his/her departure from the District offices.

## **CHAPTER 5**

### **PUBLIC, PRIVATE, CONTROLLED AND PROTECTED RECORDS**

- 8-5-1 "Public Records" Defined
- 8-5-2 "Private Records" Defined
- 8-5-3 "Controlled Records" Defined
- 8-5-4 "Protected Records" Defined

#### **8-5-1 "PUBLIC RECORDS" DEFINED**

Public records shall be all those District records that are not private, controlled, or protected and that are not exempt from disclosure as provided in the Act. All District records are considered public unless they are (1) expressly designated, classified, or defined otherwise by the District in accordance with policies and procedures established by this Title, (2) are so designated, classified or defined by the Act, or (3) are made non-public by other applicable law.

#### **8-5-2 "PRIVATE RECORDS" DEFINED**

Private records shall be those District records classified as "private", as defined in the Act and as designated, classified, or defined in procedures established pursuant to this Title. Private records shall be made available to the following persons: The subject of the record, the parent or legal guardian of a minor who is the subject of the record, the legal guardian of an incapacitated individual who is the subject of the record, any person who has a power of attorney or a notarized release from the subject of the record or his legal representative, or any person possessed of and serving a legislative subpoena or a court order issued by a court of competent jurisdiction.

#### **8-5-3 "CONTROLLED RECORDS" DEFINED**

Controlled records shall be those District records classified as "controlled", as defined in the Act, and as designated, classified, or defined in procedures established in this Title.

#### **8-5-4 "PROTECTED RECORDS" DEFINED**

Protected records shall be those District records classified as "protected" as defined in the Act and as designated, classified or defined in procedures established in this Title.

**CHAPTER 6**  
**PRIVACY RIGHTS**

- 8-6-1 Right of Privacy
- 8-6-2 Notification to Subject
- 8-6-3 Written Release

**8-6-1 RIGHT OF PRIVACY**

The District recognizes and upholds the personal right of privacy retained by persons who may be the subject of governmental records.

**8-6-2 NOTIFICATION TO SUBJECT**

The District may, as determined appropriate by the District Records Officer , notify the subject of a record that a request for access to the subject's record has been made.

**8-6-3 WRITTEN RELEASE**

The District may require that the requester of records provide a written release, notarized within thirty (30) days before the request, from the subject of the records in question before access to such records is provided.



## **CHAPTER 7**

### **DESIGNATION, CLASSIFICATION AND RETENTION**

#### **8-7-1 CLASSIFICATION**

All District records and records series, of any format, shall be designated, classified and scheduled for retention according to the provisions of the Act and this Title. Any records or record series generated in the future shall also be so designated, classified and scheduled for retention. Records designation classification and scheduling for retention shall be conducted by the Records Officer under the supervision of the District Manager.



## CHAPTER 8

### PROCEDURES FOR RECORDS REQUEST

8-8-1	Written Request
8-8-2	Response to Request
8-8-3	Time for Response
8-8-4	Failure to Respond

#### **8-8-1 WRITTEN REQUEST**

Under circumstances in which the District is not able to respond immediately to a records request, the requester shall fill out and present the District a written request on forms provided by the District. The date and time of the request shall be noted on the written request form and all time frames provided under this Title shall commence from that time and date. Requesters of non-public information shall adequately identify themselves and their status prior to receiving access to non-public records.

#### **8-8-2 RESPONSE TO REQUEST**

The District may respond to a request for a record by approving the request and providing the records, denying the request, or such other appropriate response as may be established by policies and procedures.

#### **8-8-3 TIME FOR RESPONSE**

1. In most circumstances and excepting those eventualities set out below, the District shall respond to a written request for a public record within ten business days after that request.

2. Extraordinary circumstances shall justify the District's failure to respond to a written request for a public record within ten business days and shall extend the time for response thereto to that time reasonably necessary to respond to the request, as determined by the District Records Officer.

Extraordinary circumstances shall include, but not be limited to, the following:

A. Some other governmental entity is currently and actively using the record requested;

B. The record requested is for either a voluminous quantity of records or requires the District to review a large number of records or perform extensive research to locate the materials requested;

C. The District is currently processing either a large number of records requests or is subject to extraordinary work loads in the processing of other work;

D. The request involves an analysis of legal issues to determine the proper response to the request;

E. The request involves extensive editing to separate public data in a record from that which is not public; or

F. Providing the information request requires computer programming or other format manipulation.

3. When a record request cannot be responded to within ten (10) days, the District Records Officer shall give the requester an estimate of the time required to respond to the request.

#### **8-8-4 FAILURE TO RESPOND**

The failure or inability of the District to respond to a request for a record within the time frames set out herein, or the District's denial of such a request, shall give the requester the right to appeal as provided in Section 10 of this Title.

## **CHAPTER 9**

### **FEES**

8-9-1 Fees

#### **8-9-1 FEES**

Applicable fees for the processing of information requests under this Title shall generally be set in accordance with the Act or as otherwise established by a fee schedule adopted by the Board of Trustees.



## **CHAPTER 10**

### **APPEAL PROCESS**

8-10-1	Notice of Appeal
8-10-2	Confidentiality
8-10-3	Action by District Manager
8-10-4	Denial of Appeal
8-10-4.1	Appeal Board
8-10-5	Notice of Appeal to Board
8-10-6	Appeal to District Court

#### **8-10-1 NOTICE OF APPEAL**

Any person aggrieved by the District's denial or claim of extraordinary circumstances may appeal the determination within thirty (30) days after notice of the District's action to the District Manager by filing a written notice of appeal. The notice of appeal shall contain the petitioner's name, address, phone number, relief sought and if petitioner desires, a short statement of the facts, reasons and legal authority for the appeal.

#### **8-10-2 CONFIDENTIALITY**

If the appeal involves a record that is subject to business confidentiality or affects the privacy rights of an individual, the District Records Officer shall send a notice of the requester's appeal to the affected person.

#### **8-10-3 ACTION BY DISTRICT MANAGER**

The District Manager shall make a determination on the appeal within thirty (30) days after receipt of the appeal. During this 30 day period the District Manager may schedule an informal hearing or request any additional information deemed necessary to make a determination. The District

Records Officer shall send written notice to all participants providing the reasons for the District Manager's determination.

#### **8-10-4 DENIAL OF APPEAL**

In addition, if the District Manager affirms the denial in whole or in part, the denial shall include a statement that the requester has a right to appeal the denial to the District's Appeal Board within thirty days after receiving the denial.

#### **8-10-4.1 APPEAL BOARD**

There is hereby established an Appeal Board to process appeals of an access denial by the District Manager. The members thereof shall be appointed of the Board of Trustees. The Appeals Board shall be composed of three members. One member shall be an employee of the District. Two members shall be members of the public and at least one of the two shall have professional experience with requesting or managing records.

#### **8-10-5 NOTICE OF APPEAL TO APPEALS BOARD**

The requester may file a written notice of appeal to the District Appeals Board. The Appeals Board shall schedule and hold a hearing on the appeal within thirty days after receiving the Notice of Appeal. The decision of the Appeals Board shall be by majority vote. The Appeals Board shall prepare a written decision outlining its determination and reasons for the final determination. Such decision shall be issued within fourteen calendar days following conclusion of the hearing.

#### **8-10-6 APPEAL OF THE APPEAL BOARD DECISION**

1. The District or requester may appeal an Appeals Board decision:
  - A. to the State Records Committee, as provided in the Act; or
  - B. by filing a petition for judicial review with the district court.

2. The contents of a petition for judicial review and the conduct of the proceeding shall be in accordance with the Act.

3. A person who appeals an Appeals Board decision to the Records Committee does not lose or waive the right to seek judicial review of the decision of the Records Committee.



## **CHAPTER 11**

### **REASONABLE ACCOMMODATION**

8-11-1 Accommodation for Disabled Persons

#### **8-11-1 ACCOMMODATION FOR DISABLED PERSONS**

Reasonable accommodations regarding access to governmental records shall be provided to persons with disabilities in accordance with the Americans with Disabilities Act upon request of the applicant.



## **CHAPTER 12**

### **RECORDS AMENDMENTS**

8-12-1            Amendments

#### **8-12-1    AMENDMENTS**

Government records held by the District may be amended or corrected as needed. Requests for amendments, corrections, or other changes shall be made in writing to the District having custody of the records and setting forth, with specificity, the amendment or correction requested. When an amendment or correction of a government record is made, both the original record and the amended or corrected record shall be retained, unless provided otherwise by the Act or other State or Federal law.



## **CHAPTER 13**

### **PENALTIES**

- 8-13-1 Penalties
- 8-13-2 No Liability for Damages

#### **8-13-1 PENALTIES**

District employees who knowingly refuse to permit access to records in accordance with the Act and this Policy, who knowingly permit access to non-public records, or who knowingly, without authorization or legal authority, dispose of, alter, or remove records or allow other persons to do so in violation of the provisions of the Act, this Title or other law or regulation may be subject to criminal prosecution in accordance with the Act and disciplinary action, including termination of employment.

#### **8-13-2 NO LIABILITY FOR DAMAGES**

In accordance with the Act, neither the District nor any of its officers or employees shall be liable for damages resulting from the release of a record where the requester presented evidence of authority to obtain the record, even if it may be subsequently determined that the requester had no such authority.



**CHAPTER 14**

**RECORDS OFFICER**

8-14-1            Designation

**8-14-1   DESIGNATION**

The Board of Trustees by Resolution shall appoint a District Records Officer who shall oversee and coordinate records access, management and archives activities and shall make annual reports of records services activities to the Board of Trustees under the direction of the District Manager.



## **CHAPTER 15**

### **RECORDS MAINTENANCE**

- 8-15-1 Records Maintenance Procedures
- 8-15-2 Records Remain District Property
- 8-15-3 Custody

#### **8-15-1 RECORDS MAINTENANCE PROCEDURES**

Records maintenance procedures shall be developed to ensure that due care is taken to maintain and preserve District records safely and accurately over the long term. The District Records Officer shall be responsible for monitoring the application and use of technical processes in the creation, duplication, and disposal of District records. He/she shall monitor compliance with required standards of quality, permanence, and admissibility pertaining to the creation, use, and maintenance of records.

#### **8-15-2 RECORDS REMAIN DISTRICT PROPERTY**

All District records shall remain the property of the District unless federal or state legal authority provides otherwise. Property rights to District records may not be permanently transferred from the District to any private individual or entity, including those legally disposable obsolete District records. This prohibition does not include the providing of copies of District records otherwise produced for release or distribution under this chapter.

#### **8-15-3 CUSTODY**

Custodians of any District records shall, at the expiration of their terms of office, appointment or employment, deliver custody and control of all records kept or received by them to their successors, supervisors, or to the District Manager.



**TITLE 9**

**SEWER MASTER PLAN**

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**CHAPTER 1**

**SEWER MASTER PLAN**

- 9-1-1 Adoption by Reference.
- 9-1-2 Amendments.

**9-1-1 ADOPTION BY REFERENCE**

The North Davis Sewer District has previously adopted the "Collections System Master Plan Update" dated October, 2016. Such Sewer Master Plan is set forth and contained in its entirety in a separate bound volume. Such Sewer Master Plan as set forth in a separate bound volume is hereby re-affirmed and re-adopted and by reference incorporated into and made a part of these Ordinances as though set forth fully herein.



**CHAPTER 2**  
**AMENDMENTS**

9-2-1            Amendments

**9-2-1    AMENDMENTS**

Such amendments and/or updates to the Collection System Master Plan Update as may hereinafter be approved and adopted by the Board of Trustees shall be and are considered adopted for and as part of these Ordinances and shall be considered to be a part hereof without further action by the Board of Trustees.



**TITLE 10**  
**!RESERVED!**



**TITLE 11**  
**PRETREATMENT**

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## **CHAPTER 1**

### **GENERAL PROVISIONS**

11-1-1	Purpose and Policy
11-1-2	Administration
11-1-3	Abbreviations
11-1-4	Definitions

#### **11-1-1 PURPOSE AND POLICY**

This Title 11 sets forth uniform requirements for Users of the Publicly Owned Treatment Works for the North Davis Sewer District (the "District") and enables the District to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code, [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part 403). The objectives of this Title are:

1. To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will interfere with its operation;
2. To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will pass through the Publicly Owned Treatment Works, inadequately treated into receiving waters, or otherwise be incompatible with the Publicly Owned Treatment Works;
3. To protect both Publicly Owned Treatment Works personnel who may be affected by wastewater and sludge in the course of their employment, and the general public;
4. To promote reuse and recycling of industrial wastewater and sludge from the Publicly Owned Treatment Works;
5. To provide for fees for the equitable distribution of the cost of operation, maintenance,

and improvement of the Publicly Owned Treatment Works; and

6. To enable the District to comply with its Utah Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment Works is subject.

This Title shall apply to all Users of the Publicly Owned Treatment Works. The Title authorizes the issuance of individual wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; and requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

#### **11-1-2 ADMINISTRATION**

Except as otherwise provided herein, the District Manager shall administer, implement, and enforce the provisions of this Title. Any powers granted to or duties imposed upon the District Manager may be delegated by the District Manager to a duly authorized District employee.

#### **11-1-3 ABBREVIATIONS**

The following abbreviations, when used in this Title, shall have the designated meanings:

BOD - Biochemical Oxygen Demand

BMP - Best Management Practice

BMR - Baseline Monitoring Report

CFR - Code of Federal Regulations

CIU - Categorical Industrial User

COD - Chemical Oxygen Demand

EPA - U.S. Environmental Protection Agency

gpd - gallons per day

IU - Industrial User

mg/L - milligrams per liter

NPDES - National Pollutant Discharge Elimination System

NSCIU - Non-Significant Categorical Industrial User POTW

- Publicly Owned Treatment Works

RCRA - Resource Conservation and Recovery Act

SIU - Significant Industrial User

SNC - Significant Noncompliance

SWDA - Solid Waste Disposal Act, 42 USC Sections 6901 et seq.

TSS - Total Suspended Solids

UPDES - Utah Pollutant Discharge Elimination System

U.S.C. - United States Code

UCA - Utah Code Annotated, 1953

#### **11-1-4 DEFINITIONS**

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Title, shall have the meanings hereinafter designated.

1. **Act or "the Act."** The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. sections 1251 et seq, and any subsequent amendments thereto.
2. **Approval Authority.** Director of the Utah Division of Water Quality.
3. **Authorized or Duly Authorized Representative of the User.**
  - A. If the User is a corporation:

i. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

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

B. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

C. If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

D. The individuals described in paragraphs (I) through (3) above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the District.

4. **Biochemical Oxygen Demand or BOD.** The quantity of oxygen utilized in the

biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/l).

5. **Best Management Practices or BMPs** means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 2.1 A and B [40 CFR 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

6. **Biosolids.** A product which has been prepared, partially or wholly, from municipally derived. sludges for beneficial use as an organic soil amendment and fertilizer\_ Biosolids meet applicable EPA regulations for distribution and use.

7. **Categorical Pretreatment Standard or Categorical Standard.** Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

8. **Categorical Industrial User.** An Industrial User subject to a categorical Pretreatment Standard or Categorical Standard.

9. **Chemical Oxygen Demand or COD.** A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

10. **City.** Any city or contracted entity discharging sewage into the District's wastewater collection system.

11. **Control Authority.** The District. North Davis Sewer District.

12. **Daily Maximum.** The arithmetic average of all effluent samples for a pollutant

collected during a calendar day.

13. **Daily Maximum Limit.** The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

14. **Discharger.** Any person who discharges or causes the discharge of wastewater to a District or other POTW sewer system.

15. **District.** The North Davis Sewer District or the Board of Trustees of the District which is a Publicly Owned Treatment Works (POTW).

16. **Environmental Protection Agency or EPA.** The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.

17. **Existing Source.** Any source of discharge that is not a "New Source."

18. **Grab Sample.** A sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

19. **Hazardous Waste** as defined in 40 CFR 261.3 and this reference is incorporated herein and made a part hereof

20. **Indirect Discharge or Discharge.** The introduction of pollutants into the POTW from any nondomestic source.

21. **Instantaneous Limit.** The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected,

independent of the industrial flow rate and the duration of the sampling event.

22. **Interference.** A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the District's NPDES UPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

23. **Local Limit.** Specific discharge limits developed and enforced by the District upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

24. **Medical Waste.** Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

25. **Manager.** The person designated by the District to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this Title. The term also means a Duly Authorized Representative of the District

26. **Monthly Average.** The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

27. **Monthly Average Limit.** The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

28. **New Source.**

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

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

ii. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or

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

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

C. Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:

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

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

(2) significant site preparation work including clearing, excavation, or removal

of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

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

29. **Noncontact Cooling Water.** Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

30. **Pass Through.** A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the District's UPDES permit, including an increase in the magnitude or duration of a violation.

31. **Person.** Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

32. **pH.** A measure of the acidity or alkalinity of a solution, expressed in standard units.

Specifically, the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of the solution.

33. **Pollutant.** Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

34. **Pretreatment.** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

35. **Pretreatment Requirements.** Any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.

36. **Pretreatment Standards, National Pretreatment Standards or Standards.** Pretreatment Standards shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307 (b) and (c) of the Act, which applies to Industrial Users, which includes but is not limit to prohibited discharge standards, categorical Pretreatment Standards, and Local Limits.

37. **Prohibited Discharge Standards or Prohibited Discharges.** Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 11.2-1 of this Title.

38. **Publicly Owned Treatment Works or POTW.** A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by the District This definition

includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

39. **Septic Tank Waste.** Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

40. **Sewage.** The water-born wastes discharged to the sanitary sewer from buildings for residential business, institutional, governmental, commercial, and industrial purposes. "Wastewater" and "sewage" are synonymous; thus they are interchangeable.

41. Shall and Will are mandatory; May is permissive.

42. Significant Industrial User (SIU).

Except as provided in paragraphs (3) and (4) of this Section, a Significant Industrial Users:

A. An Industrial User subject to Categorical Pretreatment Standards; or

B. An Industrial User that:

i. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, non contact cooling and boiler blow down wastewater);

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

iii. Is designated as such by the District on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.

C. The District may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant

Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

i. The Industrial User, prior to District's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;

ii. The Industrial User annually submits the certification statement required in Section 6.14 B [see 40 CFR 403.12(q)], together with any additional information necessary to support the certification statement; and

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

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

**43. Slug Load or Slug Discharge.** Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 11-2-1 of this Title. 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.

**44. Storm Water.** Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

45. **Superintendent.** The person designated by the District to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this Title. Usually referred to in this Title as the "District Manager." The term also means a Duly Authorized Representative of the District Manager.

46. **Total Suspended Solids or Suspended Solids.** The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.

47. **User or Industrial User.** A source of indirect discharge.

48. **Wastewater.** Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

49. **Wastewater Treatment Plant or Treatment Plant.** That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

50. **Waters of the State.** Waters of the State means all streams, lakes, ponds, marshes, water-courses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, which are contained within, flow through, or border upon this state or any portion thereof, except that 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, shall not be considered to be "waters of the state" under this definition (Section 19-5-102 of the Utah Code).



## CHAPTER 2

### GENERAL SEWER USE REQUIREMENTS

11-2-1	Prohibited Discharge Standards
11-2-2	National Categorical Pretreatment Standards
11-2-3	Local Limits
11-2-4	District's Right of Revision
11-2-5	Dilution

#### **11-2-1 PROHIBITED DISCHARGE STANDARDS**

1. **General Prohibitions.** No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.

2. **Specific Prohibitions.** No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

A. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21;

B. Wastewater having a pH less than 5.0 or more than 12.5, or otherwise causing corrosive structural damage to the POTW or equipment;

C. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in Interference but in no case solids greater than 1/4" (0.64 centimeters) in any dimension;

D. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a

discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW;

E. Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees F (40 degrees C);

F. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through;

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

H. Trucked or hauled pollutants, except at discharge points designated by the District Manager accordance with Section 11-3-4 of this Title;

I. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

J. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the District's UPDES permit;

K. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;

L. Storm Water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater, unless specifically authorized by the District Manager;

M. Sludges, screenings, or other residues from the pretreatment of industrial wastes;

N. Medical Wastes, except as specifically authorized by the District Manager in an individual wastewater discharge permit;

O. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail the Whole Effluent Toxicity (WET) test;

P. Detergents, surface-active agents, or other substances which that might cause excessive foaming in the POTW;

Q. Fats, oils, or greases of animal or vegetable origin in concentrations greater than 500 mg/l;

R. Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than thirty-three percent 33% or any single reading over fifty percent 50% of the Lower Explosive Limit (LEL) of the meter.

S. Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

### **11-2-2 NATIONAL CATEGORICAL PRETREATMENT STANDARDS**

1. National Categorical Pretreatment Standards specifying quantities or concentrations of pollutants or pollutant properties which may be discharged to a POTW by existing or new industrial users in specific industrial subcategories have been established by EPA in 40 CFR Chapter I, Subchapter N, Parts 405-471 and are hereby incorporated.

2. Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471.

3. When wastewater subject to a categorical Pretreatment Standard is mixed with

wastewater not regulated by the same Standard, the District Manager shall impose and alternate limit in accordance with 40 CFR 403.6(e).

4. When a categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, an Industrial User may request that the District convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the District Manager\_ The District may establish equivalent mass limits only if the Industrial User meets all the conditions set forth in Sections 11-2-2 4.A.i through 11-2-2 4.A.v below.

A. To be eligible for equivalent mass limits, the Industrial User must:

i. Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its individual wastewater discharge permit;

ii. Currently use control and treatment technologies adequate to achieve compliance with the applicable categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;

iii. Provide sufficient information to establish the facility's actual average daily flow rate for all wastestreams, based on data from a continuous effluent flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily flow rate and the long-term average production rate must be representative of current operating conditions;

iv. Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the Discharge; and

v. Have consistently complied with all applicable categorical Pretreatment Standards during the period prior to the Industrial User's request for equivalent mass limits.

B. An Industrial User subject to equivalent mass limits must:

- i. Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;
- ii. Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;
- iii. Continue to record the facility's production rates and notify the District Manager whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph 11- 2-2D(1)(c) of this Section. Upon notification of a revised production rate, the District Manager will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and
- iv. Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraphs 11-2-2D of this Section so long as it discharges under an equivalent mass limit.

C. When developing equivalent mass limits, the District Manager:

- i. Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the Industrial User by the concentration based Daily Maximum and Monthly Average Standard for the applicable categorical Pretreatment Standard and the appropriate unit conversion factor;
- ii. Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and
- iii. May retain the same equivalent mass limit in subsequent individual wastewater discharger permit terms if the Industrial User's actual average daily flow rate was reduced solely as a

result of the implementation of water conservation methods and technologies, and the actual average daily flow rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment. The Industrial User must also be in compliance with Section 11-13--3 regarding the prohibition of bypass.

5. When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the District Manager may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users.

6. Once included in its permit, the Industrial User must comply with the equivalent limitations developed in this Section (11-2-2) in lieu of the promulgated categorical Standards from which the equivalent limitations were derived.

7. Many categorical Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average or 4-day average, limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.

8. Any Industrial User operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify the District Manager within two (2) business days after the User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any User not notifying the District Manager of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long term average production rate.

### **11-2-3 LOCAL LIMITS**

1. The District Manager is authorized to establish Local Limits pursuant to 40 CFR 403.5(c).
2. No person shall discharge wastewater containing in excess of pollutant limits established to protect against Pass Through and Interference as set forth in the following documents promulgated by the Utah Department of Environmental Quality or any revisions or replacements thereof:
  - A. Industrial Pretreatment Program. Manual.
  - B. Local Limits Development Report.

The limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The District Manager may impose mass limitations in addition to the concentration-based limitations as stated in the Local Limits Development Report. Such report is on file at the District's office and can be reviewed if requested.

3. The District Manager may develop Best Management Practices (BMPs), by ordinance or in individual wastewater discharge permits, to implement Local Limits and the requirements of Section 11-2-1.

### **11-2-4 DISTRICT'S RIGHT OF REVISION**

The District reserves the right to establish, by ordinance or in individual wastewater discharge permits, more stringent Standards or Requirements on discharges to the POTW consistent with the purpose of this Title. In addition, the District Manager is authorized to revoke or suspend issuance of any type of permit at any time in order to protect the POTW from Pass Through or Interference in

order to maintain compliance with any UPDES permit requirement or pretreatment program requirement. The District Manager shall also have the right to deny new or increase contributions or to set additional conditions on such contributions to protect the POTW, including limits that may be more stringent than the approved local limits.

#### **11-2-5 DILUTION**

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. The District Manager may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

## **CHAPTER 3**

### **PRETREATMENT OF WASTEWATER**

11-3-1	Pretreatment Facilities
11-3-2	Additional Pretreatment Measures
11-3-3	Accidental Discharge/Slug Discharge Control Plans
11-3-4	Hauled Wastewater

#### **11-3-1 PRETREATMENT FACILITIES**

Users shall provide wastewater treatment as necessary to comply with this Title and shall achieve compliance with all categorical Pretreatment Standards, Local Limits, and the prohibitions set out in this Title within the time limitations specified by EPA, the State, or the District Manager, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the District Manager for review, and shall be acceptable to the District Manager before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the District under the provisions of this Title.

#### **11-3-2 ADDITIONAL PRETREATMENT MEASURES**

1. Whenever deemed necessary, the District Manager may require Users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this Title.

2. The District Manager may require any person discharging into the POTW to install and

maintain, on their property and at their expense, a suitable storage and flow control facility to ensure equalization of flow. An individual wastewater discharge permit may be issued solely for flow equalization.

3. Grease, oil, and sand interceptors, as described in the International Plumbing Code, shall be required of any user when, in the opinion of the District Manager, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand and other harmful ingredients; except that such interceptors shall not be required for residential users. All interceptors shall be of a type and capacity approved by the District Manager according to plans on file in the District's office, and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be pumped inspected, cleaned, and repaired by the User at their expense.

4. All grease, oil and sand interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, water-tight and equipped with easily removable covers.

5. Where installed, all grease, oil and sand interceptors shall be maintained by the user at his/her sole expense, in continuous efficient operation at all times.

6. Any time the combination of solids on the bottom of the interceptor and floatables on the surface of the water in the interceptor exceed 25% of the liquid volume of the interceptor it is deemed no longer efficient and must be pumped and cleaned as soon as practicable.

7. The introduction of chemicals, bacteria, enzymes or other additives into a grease, oil or sand interceptor, directly or indirectly, that cause grease or other prohibited substances to pass through the interceptor is prohibited.

8. The District shall have the right to review all information available on an additive and

prohibit its use if it is deemed to pose a potential adverse effect to the District's facilities or operations.

9. In no case shall an additive be used as a replacement for, or in lieu of, regular interceptor maintenance.

10. Any user requesting use of any additive shall pay all costs including, but not limited to, costs associated with providing the District with referenced, manufacturer's data, laboratory analysis, pilot testing and all other relevant information required by the District to act upon the request.

11. All above rules and regulations regarding grease, oil and sand interceptors shall also apply to grease traps, grease removal devices (GRD) and oil/water separators.

### **11-3-3 ACCIDENTAL DISCHARGE/SLUG CONTROL PLANS**

The District Manager shall evaluate whether each SIU needs an accidental discharge/slug discharge control plan or other action to control Slug Discharges. The District Manager may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the District Manager may develop such a plan for any User. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

1. Description of discharge practices, including non-routine batch discharges;
2. Description of stored chemicals;
3. Procedures for immediately notifying the District Manager of any accidental or Slug Discharge, as required by Section 11-6-6 of this Title; and
4. Procedures to prevent adverse impact from any accidental or Slug Discharge.

Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff,

worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

#### **11-3-4 HAULED WASTEWATER**

1. Septic tank waste may be introduced into the POTW only at locations designated by the District Manager, and at such times as are established by the District Manager. Such waste shall not violate Chapter 2 of this Title or any other requirements established by the District. The District Manager may require septic tank waste haulers to obtain individual wastewater discharge permits.

2. The discharge of hauled industrial waste is prohibited except with the expressed permission of the District Manager.

## **CHAPTER 4**

### **INDIVIDUAL WASTEWATER DISCHARGE PERMITS**

11-4-1	Wastewater analysis
11-4-2	Individual Wastewater Discharge Permit Requirement
11-4-3	Individual Wastewater Discharge Permit: Existing Conditions
11-4-4	Individual Wastewater Discharge Permit: New Connections
11-4-5	Individual Wastewater Discharge Permit Application Contents
11-4-6	Application Signatories and Certifications
11-4-7	Individual Wastewater Discharge Permit Decisions

#### **11-4-1 WASTEWATER ANALYSIS**

When requested by the District Manager, a User must submit information on the nature and characteristics of its wastewater within sixty (60) days of the request. The District Manager is authorized to prepare a form for this purpose and may periodically require Users to update this information.

#### **11-4-2 INDIVIDUAL WASTEWATER DISCHARGE PERMIT REQUIREMENT**

1. No Significant Industrial User shall discharge wastewater into the POTW without first obtaining an individual wastewater discharge permit from the District Manager, except that a Significant Industrial User that has filed a timely application pursuant to Section 11-4-3 of this Title may continue to discharge for the time period specified therein.
2. The District Manager may require other Users to obtain individual wastewater discharge permits as necessary to carry out the purposes of this Title.
3. Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this Title and subjects the wastewater discharge permittee to the sanctions set out in Chapters 10 through 12 of this Title. Obtaining an individual wastewater discharge

permit or a general permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

#### **11-4-3 INDIVIDUAL WASTEWATER DISCHARGE PERMITTING: EXISTING CONNECTIONS**

Any User required to obtain an individual wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this Title and who wishes to continue such discharges in the future, shall, within forty-five (45) days after said date, apply to the District Manager for an individual wastewater discharge permit in accordance with Section 11-4-5 of this Title.

#### **11-4-4 INDIVIDUAL WASTEWATER DISCHARGE PERMITTING: NEW CONNECTIONS**

Any User required to obtain an individual wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual wastewater discharge permit, in accordance with Section 11-4-5 of this Title, must be filed at least forty-five (45) days prior to the date upon which any discharge will begin or recommence.

#### **11-4-5 INDIVIDUAL WASTEWATER DISCHARGE PERMIT APPLICATION CONTENTS**

1. All Users required to obtain an individual wastewater discharge permit must submit a permit application. Users that are eligible may request a general permit under Section 11-4-6. The District Manager may require Users to submit all or some of the following information as part of a permit application:

A. Identifying Information.

i. The name and address of the facility, including the name of the operator and owner.

ii. Contact information, description of activities, facilities, and plant production processes on the premises;

B. Environmental Permits. A list of any environmental control permits held by or for the facility.

C. Description of Operations.

i. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.

ii. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;

iii. Number and type of employees, hours of operation, and proposed or actual hours of operation;

iv. Type and amount of raw materials processed (average and maximum per day);

v. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

D. Time and duration of discharges;

E. The location for monitoring all wastes covered by the permit,

F. Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as

necessary, to allow use of the combined wastestream formula set out in Section 11-2-2C (40 CFR 403.6(e)).

G. Measurement of Pollutants.

i. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.

ii. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the District Manager, of regulated pollutants in the discharge from each regulated process.

iii. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.

iv. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 11-6-10 of this Title. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the District Manager or the applicable Standards to determine compliance with the Standard.

v. Sampling must be performed in accordance with procedures set forth in Section 11-6-11 of this Title.

H. Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge based on Section 11-6-4 B [40 CFR 403.12(e)(2)].

I. Any request to be covered by a general permit based on Section

2. Incomplete or inaccurate applications will not be processed and will be returned to the

User for revision.

#### **11-4-6 APPLICATION SIGNATORIES AND CERTIFICATIONS**

1. All wastewater discharge permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the certification statement in Section 11-6-14 A.

2. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the District Manager prior to or together with any reports to be signed by an Authorized Representative.

3. A facility determined to be a Non-Significant Categorical Industrial User by the District Manager pursuant to 11-1-4PP(3) must annually submit the signed certification statement in Section 11-6-14B.

#### **11-4-7 INDIVIDUAL WASTEWATER DISCHARGE PERMIT DECISIONS**

The District Manager will evaluate the data furnished by the User and may require additional information. Within forty-five (45) days of receipt of a complete permit application, the District Manager will determine whether to issue an individual wastewater discharge permit. The District Manager may deny any application for an individual wastewater discharge permit.



## **CHAPTER 5**

### **INDIVIDUAL WASTEWATER DISCHARGE**

#### **PERMIT ISSUANCE**

11-5-1	Individual Wastewater Discharge Permit Duration
11-5-2	Individual Wastewater Discharge Permit Contents
11-5-3	Individual Wastewater Discharge Permit Modification
11-5-4	Individual Wastewater Discharge Permit Transfer
11-5-5	Individual Wastewater Discharge Permit Revocation
11-5-6	Individual Wastewater Discharge Permit Reissuance
11-5-7	Regulation of Waste Received from Other Jurisdictions

#### **11-5-1 INDIVIDUAL WASTEWATER DISCHARGE PERMIT DURATION**

An individual wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. An individual wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the District Manager. Each individual wastewater discharge permit will indicate a specific date upon which it will expire.

#### **11-5-2 INDIVIDUAL WASTEWATER DISCHARGE PERMIT CONTENTS**

An individual wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the District Manager to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

1. Individual wastewater discharge permits must contain:

- A. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;
- B. A statement that the wastewater discharge permit is nontransferable without prior

notification to the District in accordance with Section 11-5-5 of this Title, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

C. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;

D. Self monitoring, sampling, reporting, notification, and record- keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

E. The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge in accordance with Section 11-6-4B.

F. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

G. Requirements to control Slug Discharge, if determined by the District Manager to be necessary.

H. Any grant of the monitoring waiver by the District Manager (Section 1 I6-4 B) must be included as a condition in the User's permit [or other control mechanism].

I. Requirements to report to the District Manager any slug discharge.

J. Requirements to notify the District Manager of changes to the industrial users discharge thirty (30) days prior to the change. The District Manager may deny or conditionally approve the change prior to the user making the change at the facility that may impact the discharge at the facility to the POTW.

2. Individual wastewater discharge permits may contain, but need not be limited to, the following conditions:

A. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

B. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

C. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non routine discharges;

D. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

E. The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;

F. Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;

G. A statement that compliance with the individual wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit; and

H. Other conditions as deemed appropriate by the District Manager to ensure compliance with this Title, and State and Federal laws, rules, and regulations.

### **11-5-3 INDIVIDUAL WASTEWATER DISCHARGE PERMIT MODIFICATION**

1. The District Manager may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

A. To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;

B. To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance;

C. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

D. Information indicating that the permitted discharge poses a threat to the District's POTW, District personnel, or the receiving waters;

E. Violation of any terms or conditions of the individual wastewater discharge permit;

F. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

G. Revision of or a grant of variance from categorical Pretreatment Standards pursuant to 40 CFR 403.13;

H. To correct typographical or other errors in the individual wastewater discharge permit; or

I. To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 11-5-4.

2. The District Manager may modify a general permit for good cause, including, but not limited to, the following reasons:

A. To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;

B. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

C. To correct typographical or other errors in the individual wastewater discharge permit; or

D. To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 11-5-4.

#### **11-5-4 INDIVIDUAL WASTEWATER DISCHARGE PERMIT TRANSFER**

Individual wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least forty-five (45) days advance notice to the District Manager and the District Manager approves the individual wastewater discharge permit transfer. The notice to the District Manager must include a written certification by the new owner or operator which:

1. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
2. Identifies the specific date on which the transfer is to occur; and
3. Acknowledges full responsibility for complying with the existing individual wastewater discharge permit. Failure to provide advance notice of a transfer renders the individual wastewater discharge permit void as of the date of facility transfer.

#### **11-5-5 INDIVIDUAL WASTEWATER DISCHARGE PERMIT REVOCATION**

The District Manager may revoke an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

1. Failure to notify the District Manager of significant changes to the wastewater prior to the changed discharge;

2. Failure to provide prior notification to the District Manager of changed conditions pursuant to Section 11-6-5 of this Title;

3. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

4. Falsifying self-monitoring reports and certification statements;

5. Tampering with monitoring equipment;

6. Refusing to allow the District Manager timely access to the facility premises and records;

7. Failure to meet effluent limitations;

8. Failure to pay fines;

9. Failure to pay sewer charges;

10. Failure to meet compliance schedules;

11. Failure to complete a wastewater survey or the wastewater discharge permit application;

12. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

13. Violation of any Pretreatment Standard or Requirement, or any terms of the wastewater discharge permit or this Title.

14. Individual wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All individual wastewater discharge permits issued to a User are void upon the issuance of a new individual wastewater discharge permit to that User.

### **11-5-6 INDIVIDUAL WASTEWATER DISCHARGE PERMIT REISSUANCE**

A User with an expiring individual wastewater discharge permit shall apply for individual wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 11-4-5 of this Title, a minimum of thirty (30) days prior to the expiration of the User's existing individual wastewater discharge permit.

### **11-5-7 REGULATION OF WASTE RECEIVED FROM OTHER JURISDICTIONS**

1. If another governmental entity, or User located within another governmental entity, contributes wastewater to the POTW, the District Manager shall enter into an interlocal agreement with such entity.

2. Prior to entering into an agreement required by paragraph A, above, the District Manager shall request the following information from the contributing entity:

A. A description of the quality and volume of wastewater discharged to the POTW by the contributing entity;

B. An inventory of all Users located within the contributing entity that are discharging to the POTW; and

C. Such other information as the District Manager may deem necessary.

3. An interlocal agreement, as required by paragraph A, above, shall contain the following conditions:

A. A requirement for the contributing entity to adopt sewer use rules which are at least as stringent as this Title and Local Limits, including required Baseline Monitoring Reports (BMRs) which are at least as stringent as those set out in Section 11-2-3 of this Title. The requirement shall specify that such Title and limits must be revised as necessary to reflect changes made to the District's

ordinance or Local Limits;

B. A requirement for the contributing entity to submit a revised User inventory on at least an annual basis;

C. A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing entity; which of these activities will be conducted by the District Manager; and which of these activities will be conducted jointly by the contributing entity and the District Manager;

D. A requirement for the contributing entity to provide the District Manager with access to all information that the contributing entity obtains as part of its pretreatment activities;

E. Limits on the nature, quality, and volume of the contributing entity's wastewater at the point where it discharges to the POTW;

F. Requirements for monitoring the contributing entity's discharge;

G. A provision ensuring the District Manager access to the facilities of Users located within the contributing entity's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the District Manager; and

H. A provision specifying remedies available for breach of the terms of the interlocal agreement.

## **CHAPTER 6**

### **REPORTING REQUIREMENTS**

11-6-1	Baseline Monitoring Reports
11-6-2	Compliance Schedule Compliance Reports
11-6-3	Reports on Compliance with Categorical Pretreatment Standard Deadline
11-6-4	Periodic Compliance Reports
11-6-5	Reports of Changed Conditions
11-6-6	Reports of Potential Problems
11-6-7	Reports from Unpermitted Users
11-6-8	Notice of Violation/Repeat Sampling and Reporting
11-6-9	Notification of Discharge of Hazardous Waste
11-6-10	Analytical Requirements
11-6-11	Sample Collection
11-6-12	Date of Receipt of Reports
11-6-13	Record Keeping
11-6-14	Certification Statements

#### **11-6-1 BASELINE MONITORING REPORTS**

1. Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW shall submit to the District Manager a report which contains the information listed in paragraph B, below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the District Manager a report which contains the information listed in paragraph B, below. A New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

2. Users described above shall submit the information set forth below.

A. All information required in Section 11-4-5 1.A.i, Section 11-4-5 1.B, Section 11-4-5 1.C.i, and Section 11-4-5 1.F.

B. Measurement of pollutants.

i. The User shall provide the information required in Section 11-4-5A (7)(a) through (d).

ii. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

iii. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority;

iv. Sampling and analysis shall be performed in accordance with Section 11-6-10;

v. The District Manager may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

vi. The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.

C. Compliance Certification. A statement, reviewed by the User's Authorized Representative as defined in Section 11-1-4C and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.

D. Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 11-6-2 of this Title.

E. Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 11-6-14A of this Title and signed by an Authorized Representative as defined in Section 11-I-4C.

#### **11-6-2 COMPLIANCE SCHEDULE PROGRESS REPORTS**

The following conditions shall apply to the compliance schedule required by Section 11-61(B)(4) of this Title:

1. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

2. No increment referred to above shall exceed nine (9) months;

3. The User shall submit a progress report to the District Manager no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

4. In no event shall more than nine (9) months elapse between such progress reports to the District Manager.

### **11-6-3 REPORTS ON COMPLIANCE WITH CATEGORICAL PRETREATMENT STANDARD DEADLINE**

Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the District Manager a report containing the information described in Section 11-6-1(A) and 11-6-1(B)(2) of this Title. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 11-2-2. This report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 11-6-14A of this Title. All sampling will be done in conformance with Section 11-6-11.

### **11-6-4 PERIODIC COMPLIANCE REPORTS**

1. Except those SIU's that are sampled by the District as specified in Section 11-6-14C, all

Significant Industrial Users must, at a frequency determined by the District Manager submit no less than twice per year on or before July 28th and January 28th for all the previous six (6) month period reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the District Manager or the Pretreatment Standard necessary to determine the compliance status of the User.

2. The District may authorize an Industrial User subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the Industrial User has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the Discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the Industrial User. [see 40 CFR 403.12(e)(2)] This authorization is subject to the following conditions:

A. The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical Standard and otherwise includes no process wastewater.

B. The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than 5 years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit. See Section 11-4-5A(8).

C. In making a demonstration that a pollutant is not present, the Industrial User must

provide data from at least one sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.

D. The request for a monitoring waiver must be signed in accordance with Section I 11-6-4C, and include the certification statement in 11.6-14A (40 CFR 403.6(a)(2)(ii)).

E. Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.

F. Any grant of the monitoring waiver by the District Manager must be included as a condition in the User's permit. The reasons supporting the waiver and any information submitted by the User in its request for the waiver must be maintained by the District Manager for 3 years after expiration of the waiver.

G. Upon approval of the monitoring waiver and revision of the User's permit by the District Manager, the Industrial User must certify on each report with the statement in Section 11-6-4C below, that there has been no increase in the pollutant in its wastestream due to activities of the Industrial User.

H. In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the User's operations, the User must immediately: Comply with the monitoring requirements of Section 11-6-4A, or other more frequent monitoring requirements imposed by the District Manager, and notify the District Manager.

I. This provision does not supersede certification processes and requirements established in categorical Pretreatment Standards, except as otherwise specified in the categorical Pretreatment Standard.

J. Reduced reporting is not available to Industrial Users that have in the last two (2) years been in Significant Noncompliance, as defined in Chapter 9 of this Title. In addition, reduced reporting is not available to an Industrial User with daily flow rates, production levels, or pollutant levels that vary so significantly that, in the opinion of the District Manager, decreasing the reporting requirement for this Industrial User would result in data that are not representative of conditions occurring during the reporting period.

3. All periodic compliance reports must be signed and certified in accordance with Section 11-6-14 A of this Title.

4. All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

5. If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the District Manager, using the procedures prescribed in Section 11-6-11 of this Title, the results of this monitoring shall be included in the report.

#### **11-6-5 REPORTS OF CHANGED CONDITIONS**

Each User must notify the District Manager of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least fourteen (14) days before the change.

1. The District Manager may require the User to submit such information as may be

deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 11-4-5 of this Title.

2. The District Manager may issue an individual wastewater discharge permit under Section 11-5-2 of this Title or modify an existing wastewater discharge permit under Section 11-5-3 of this Title in response to changed conditions or anticipated changed conditions.

#### **11-6-6 REPORTS OF POTENTIAL PROBLEMS**

1. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the District Manager of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.

2. Within five (5) days following such discharge, the User shall, unless waived by the District Manager, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this Title.

3. A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph A, above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of

the emergency notification procedure.

4. Significant Industrial Users are required to notify the District Manager immediately of any changes at its facility affecting the potential for a Slug Discharge.

#### **11-6-7 REPORTS FROM UNPERMITTED USERS**

All Users not required to obtain an individual wastewater discharge permit shall provide appropriate reports to the District Manager as the District Manager may require.

#### **11-6-8 NOTICE OF VIOLATION/REPEAT SAMPLING AND REPORTING**

If sampling performed by a User indicates a violation, the User must notify the District Manager within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the District Manager within thirty (30) days after becoming aware of the violation. Re-sampling by the Industrial User is not required if the District performs sampling at the User's facility at least once a month, or if the District performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the District receives the results of this sampling, or if the District has performed the sampling and analysis in lieu of the Industrial User.

#### **11-6-9 NOTIFICATION OF THE DISCHARGE OF HAZARDOUS WASTE**

1. Any User who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than one hundred (100) kilograms of such

waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 11-6-5 of this Title. The notification requirement in this Section does not apply to pollutants already reported by Users subject to categorical Pretreatment Standards under the self-monitoring requirements of Sections 11-6-1, 11-6-3, and 11-6-4 of this Title.

2. Dischargers are exempt from the requirements of paragraph A, above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the User discharges more than such quantities of any hazardous waste do not require additional notification.

3. In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the User must notify the District Manager, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the

effective date of such regulations.

4. In the case of any notification made under this Section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

5. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this Title, a permit issued thereunder, or any applicable Federal or State law.

#### **11-6-10 ANALYTICAL REQUIREMENTS**

1. All pollutant analyses, including sampling techniques, to be submitted as part of wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the District Manager or other parties approved by EPA.

2. All laboratory samples collected in accordance with this Title shall be analyzed by a laboratory that is either certified by the Utah Bureau of Laboratory Improvements or approved by the District Manager.

#### **11-6-11 SAMPLE COLLECTION**

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data

that is representative of conditions occurring during the reporting period.

1. Except as indicated in Section B and C below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time proportional composite sampling or grab sampling is authorized by the District Manager, where time-proportional composite sampling or grab sampling is authorized by the District, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the District, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

2. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

3. For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 6.1 and 6.3 [40 CFR 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the District Manager may authorize a lower minimum. For the reports required by paragraphs Section 11-6-4 (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment

Standards and Requirements.

#### **11-6-12 DATE OF RECEIPT OF REPORTS**

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

#### **11-6-13 RECORDKEEPING**

Users subject to the reporting requirements of this Title shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Title, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Section 11-1-4E. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the District, or where the User has been specifically notified of a longer retention period by the District Manager.

#### **11-6-14 CERTIFICATION STATEMENTS**

1. Certification of Permit Applications, User Reports and Initial Monitoring Waiver The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Section 11-4-6; Users submitting baseline monitoring reports under Section 11-6-1 B (5); Users submitting reports on compliance with the categorical Pretreatment

Standard deadlines under Section 11-6-3; Users submitting periodic compliance reports required by Section 11-6-4 A-D, and Users submitting an initial request to forego sampling of a pollutant on the basis of Section 11-6-4B(4). The following certification statement must be signed by an Authorized Representative as defined in Section 11-1-4C:

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

2. Annual Certification for Non-Significant Categorical Industrial Users - A facility determined to be a Non-Significant Categorical Industrial User by the District Manager pursuant to 11-1-4PP(3) and 11-4-6C must annually submit the following certification statement signed in accordance with the signatory requirements in 11-1-4C. This certification must accompany an alternative report required by the District Manager:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR \_\_\_\_\_, I certify that, to the best of my knowledge and belief that during the period from \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_ [months, days, year]:

A. The facility described as [facility name] met the definition of a Non-Significant Categorical Industrial User as described in 11-1-4PP(3);

B. The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and

C. The facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_”

3. A. Certification of Pollutants Not Present

Users that have an approved monitoring waiver based on Section 11-6-4 B must certify on each report with the following statement that there has been no increase in the pollutant in its waste stream due to activities of the User.

“Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under Section 11-6-4.A.”



## **CHAPTER 7**

### **COMPLIANCE MONITORING**

11-7-1 Right of Entry: Inspection and Sampling

#### **11-7-1 RIGHT OF ENTRY: INSPECTION AND SAMPLING**

The District Manager shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this Title and any individual wastewater discharge permit or order issued hereunder. Users shall allow the District Manager ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties. Monitoring and inspections shall be conducted at a frequency as determined by the District and may be announced or unannounced.

1. Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the District Manager shall be permitted to enter without delay for the purposes of performing specific responsibilities.

2. The District Manager shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.

3. The District Manager may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated annually to ensure their accuracy.

4. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the District Manager and shall not be replaced. The costs of clearing such access shall be borne by the User.

5. Unreasonable delays in allowing the District Manager access to the User's premises shall be a violation of this Title.

6. The District may use a camera to photograph areas of the facility as necessary for carrying out the duties of the Industrial Pretreatment Program including, but not limited to, documentation of the User's compliance status and for reinforcement of written reports. The User shall be allowed to review copies of the photographs for confidentiality claims.

## **CHAPTER 8**

### **CONFIDENTIAL INFORMATION**

11-8-1 Confidential Information

#### **11-8-1 CONFIDENTIAL INFORMATION**

Information and data on a User obtained from reports, surveys, wastewater discharge permit applications, individual wastewater discharge permits, and monitoring programs, and from the District's inspection and sampling activities, shall be available to the public without restriction, unless the User specifically requests, and is able to demonstrate to the satisfaction of the District Manager, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the User furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES UPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR 2.302 shall not be recognized as confidential information and shall be available to the public without restriction.



## CHAPTER 9

### PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE

11-9-1            Publication

#### **11-9-1 PUBLICATION**

The District Manager shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the District, a list of the Users which, at any time during the previous twelve (12) months, were in Significant Noncompliance with applicable Pretreatment Standards and Requirements. The term Significant Noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs (C), (D) or (H) of this Section) and shall mean:

1. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six- (6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Chapter 1;
2. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six- (6-) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Chapter 2 multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);
3. Any other violation of a Pretreatment Standard or Requirement as defined by Chapter 2 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the District

Manager determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

4. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the District Manager's exercise of emergency authority to halt or prevent such a discharge;

5. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

6. Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self monitoring reports, and reports on compliance with compliance schedules;

7. Failure to accurately report noncompliance; or

8. Any other violation(s), which may include a violation of Best Management Practices, which the District Manager determines will adversely affect the operation or implementation of the local pretreatment program.

## **CHAPTER 10**

### **ADMINISTRATIVE ENFORCEMENT REMEDIES**

11-10-1	Notification of Violation
11-10-2	Consent Orders
11-10-3	Show Cause Hearing
11-10-4	Compliance Orders
11-10-5	Cease and Desist Orders
11-10-6	Administrative Fines
11-10-7	Emergency Suspensions
11-10-8	Termination of Discharge

#### **11-10-1 NOTIFICATION OF VIOLATION**

When the District Manager finds that a User has violated, or continues to violate, any provision of this Title, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the District Manager may serve upon that User a written Notice of Violation. Within thirty (30) days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the District Manager. Submission of such a plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of the District Manager to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

#### **11-10-2 CONSENT ORDERS**

The District Manager may enter into Consent Orders, assurances of compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the

administrative orders issued pursuant to Sections 11-10-4 and 11-10-5 of this Title and shall be judicially enforceable.

### **11-10-3 SHOW CAUSE HEARING**

The District Manager may order a User which has violated, or continues to violate, any provision of this Title, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, to appear before the District Manager and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least twenty (20) days prior to the hearing. Such notice may be served on any Authorized Representative of the User as defined in Section 11-1-4C. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

### **11-10-4 COMPLIANCE ORDERS**

When the District Manager finds that a User has violated, or continues to violate, any provision of this Title, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the District Manager may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self monitoring and management practices designed to minimize the amount of

pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

#### **11-10-5 CEASE AND DESIST ORDERS**

When the District Manager finds that a User has violated, or continues to violate, any provision of this Title, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the District Manager may issue an order to the User directing it to cease and desist all such violations and directing the User to:

1. Immediately comply with all requirements; and
2. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

#### **11-10-6 ADMINISTRATIVE FINES**

1. When the District Manager finds that a User has violated, or continues to violate, any provision of this Title, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the District Manager may fine such User in an amount not to exceed Ten Thousand Dollars (\$10,000.00). Such fines shall be assessed on a per-violation, per- day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

2. Unpaid charges, fines, and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of \$4.00 re-billing charge plus one percent (1%) of the unpaid balance, and interest shall accrue thereafter at a rate of one percent (1%)] per month. A lien against the User's property shall be sought for unpaid charges, fines, and penalties.

3. Users desiring to dispute such fines must file a written request for the District Manager to reconsider the fine along with full payment of the fine amount within ten (10) days of being notified of the fine. Where a request has merit, the District Manager may convene a hearing on the matter. In the event the User's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the User. The District Manager may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

4. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the User.

#### **11-10-7 EMERGENCY SUSPENSIONS**

The District Manager may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. The District Manager may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

1. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contributions. In the event of a User's failure to immediately comply voluntarily with the suspension order, the District Manager may take such steps as deemed necessary, including immediate severance

of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The District Manager may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the District Manager that the period of endangerment has passed, unless the termination proceedings in Section 11-10-8 of this Title are initiated against the User.

2. A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the District Manager prior to the date of any show cause or termination hearing under Sections 11-10-3 or 11-10-8 of this Title.

Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

#### **11-10-8 TERMINATION OF DISCHARGE**

In addition to the provisions in Section 11-5-5 of this Title, any User who violates the following conditions is subject to discharge termination:

1. Violation of individual wastewater discharge permit conditions;
2. Failure to accurately report the wastewater constituents and characteristics of its discharge;
3. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
4. Refusal of access to the User's premises for the purpose of inspection, monitoring, or sampling; or
5. Violation of the Pretreatment Standards in Chapter 2 of this Title.

Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 11-10-3 of this Title why the proposed action should not be taken. Exercise of this option by the District Manager shall not be a bar to, or a prerequisite for, taking any other action against the User.

## CHAPTER 11

### JUDICIAL ENFORCEMENT REMEDIES

11-11-1	Injunctive Relief
11-11-2	Civil Penalties
11-11-3	Criminal Prosecution
11-11-4	Remedies Nonexclusion

#### **11-11-1 INJUNCTIVE RELIEF**

When the District Manager finds that a User has violated, or continues to violate, any provision of this Title, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the District Manager may petition the District Court of Davis County or any other court of competent jurisdiction through the District's Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement imposed by this Title on activities of the User. The District Manager may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

#### **11-11-2 CIVIL PENALTIES**

1. A User who has violated, or continues to violate, any provision of this Title, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to the District for a maximum civil penalty of Ten Thousand Dollars (\$10,000.00) per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

2. The District Manager may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the District.

3. In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.

4. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

### **11-11-3 CRIMINAL PROSECUTION**

1. A User who negligently violates any provision of this Title, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall, upon conviction, be guilty of a Class A misdemeanor and is subject to imprisonment under Section 76-3-204, UCA, 1953 and a fine not exceeding \$25,000 per day and a User who willfully or knowingly violates any provision of this Title, a permit, order or Pretreatment Standard or Requirement shall be guilty of a Third Degree Felony and is subject to imprisonment under Section 76-3-203, UCA, 1953 and a fine not to exceed \$50,000 per day of violation.

2. A User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Title, individual wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Title shall be guilty of a Third Degree Felony and, upon conviction, be punished by a fine of

not more than Ten Thousand Dollars (\$10,000.00) per violation, per day, and/or imprisonment under Section 76-3-203, UCA, 1953.

#### **11-11-4 REMEDIES NONEXCLUSIVE**

The remedies provided for in this Title are not exclusive. The District Manager may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the District's enforcement response plan. However, the District Manager may take other action against any User when the circumstances warrant. Further, the District Manager is empowered to take more than one enforcement action against any noncompliant User.



## **CHAPTER 12**

### **SUPPLEMENTAL ENFORCEMENT ACTION**

11-12-1	Penalties for Late Reports
11-12-2	Performance Bonds
11-12-3	Liability Insurance
11-12-4	Payment of Outstanding Fees and Penalties
11-12-5	Water Supply Severance
11-12-6	Public Nuisances
11-12-7	Informant Rewards
11-12-8	Contractor Listing

#### **11-12-1 PENALTIES FOR LATE REPORTS**

A penalty of \$100.00 shall be assessed to any User for each day that a report required by this Title, a permit or order issued hereunder is late, beginning five days after the date the report is due. Actions taken by the District Manager to collect late reporting penalties shall not limit the authority to initiate other enforcement actions that may include penalties for late reporting violations.

#### **11-12-2 PERFORMANCE BONDS**

The District Manager may decline to issue or reissue an individual wastewater discharge permit to any User who has failed to comply with any provision of this Title, a previous individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or requirement, unless such User first files a satisfactory bond, payable to the District, in a sum not to exceed a value determined by the District Manager to be necessary to achieve consistent compliance.

#### **11-12-3 LIABILITY INSURANCE**

The District Manager may decline to issue or reissue an individual wastewater discharge to any User who has failed to comply with any provision of this Title, a previous individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, unless

the User first submits proof satisfactory to the District that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

#### **11-12-4 PAYMENT OF OUTSTANDING FEES AND PENALTIES**

The District Manager may decline to issue or reissue an individual wastewater discharge permit to any User who has failed to pay any outstanding fees, fines or penalties incurred as a result of any provision of this Title, a previous individual wastewater discharge permit, or order issued hereunder.

#### **11-12-5 WATER SUPPLY SEVERANCE**

Whenever a User has violated or continues to violate any provision of this Title ordinance, an individual wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or Requirement, water service to the User may be severed. Service will recommence, at the User's expense, only after the User has satisfactorily demonstrated its ability to comply.

#### **11-12-6 PUBLIC NUISANCES**

A violation of any provision of this Title, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the District Manager. Any person(s) creating a public nuisance shall be subject to the provisions of applicable law governing such nuisances, including reimbursement for any costs incurred in removing, abating, or remedying said nuisance.

#### **11-12-7 INFORMANT REWARDS**

The Board of Trustees may by Resolution authorize payment not to exceed \$500.00 for information leading to the discovery of noncompliance by an industrial user or any person violating any District, State or Federal regulation. If the information provided results in an administrative fine or civil penalty levied against the user, the Board of Trustees may by resolution authorize disbursement of

not to exceed \$10,000. This section does not constitute an offer of reward and no reward shall be considered made or be paid except in accordance with the terms and provisions of a written "Offer of Reward" previously authorized, made and issued by the District in connection with specific violations.

#### **11-12-8 CONTRACTOR LISTING**

Users which have not achieved compliance with applicable Pretreatment Standards and requirements are not eligible to receive a contractual award for the sale of goods or services to the District. Existing contracts for the sale of goods or services to the District held by a User found to be in Significant Noncompliance with Pretreatment Standards or Requirements may be terminated at the discretion of the District Manager.



## CHAPTER 13

### AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

11-13-1	Upset
11-13-2	Prohibited Discharge Standards
11-13-3	Bypass

#### **11-13-1 UPSET**

1. For the purposes of this Section, upset means an exceptional incident in which there is unintentional and temporary noncompliance with categorical Pretreatment Standards because of factors beyond the reasonable control of the User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

2. An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical Pretreatment Standards if the requirements of paragraph (c), below, are met.

3. A User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

A. An upset occurred and the User can identify the cause(s) of the upset;

B. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

C. The User has submitted the following information to the District Manager within twenty-four (24) hours of becoming aware of the upset. If this information is provided orally, a written submission must be provided within five (5) days:

i. A description of the indirect discharge and cause of noncompliance;

ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

iii. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

4. In any enforcement proceeding, the User seeking to establish the occurrence of an upset shall have the burden of proof

5. Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical Pretreatment Standards.

6. Users shall control production of all discharges to the extent necessary to maintain compliance with categorical Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

### **11-13-2 PROHIBITED DISCHARGE STANDARDS**

A User shall have an affirmative defense to an enforcement action brought against it for noncompliance with the General Prohibitions in Section 11-2-1(A) of this Title or the Specific Prohibitions in Sections 11-2-1(B)(3) through (18) of this Title if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause Pass Through or Interference and that either:

1. A Local Limit exists for each pollutant discharged and the User was in compliance with each limit directly prior to, and during, the Pass Through or Interference; or

2. No Local Limit exists, but the discharge did not change substantially in nature or

constituents from the User's prior discharge when the District was regularly in compliance with its UPDES permit, and in the case of Interference, was in compliance with applicable sludge use or disposal requirements.

### **11-13-3 BYPASS**

1. For the purposes of this Section,

A. Bypass means the intentional diversion of wastestreams from any portion of a User's treatment facility.

B. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

2. A User may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (c) and (D) of this Section.

3. Bypass Notifications

A. If a User knows in advance of the need for a bypass, it shall submit prior notice to the District Manager, at least ten (10) days before the date of the bypass, if possible.

B. A User shall submit oral verbal notice to the District Manager of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has

not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The District Manager may waive the written report on a case-by- case basis if the oral report has been received within twenty-four (24) hours.

4. Bypass

A. Bypass is prohibited, and the District Manager may take an enforcement action against a User for a bypass, unless

- i. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- iii. The User submitted notices as required under Paragraph 3 of this section.

B. The District Manager may approve an anticipated bypass, after considering its adverse effects, if the District Manager determines that it will meet the three conditions listed in paragraph 4.A of this Section.

**CHAPTER 14**

**WASTEWATER TREATMENT RATES - [RESERVED]**



## **CHAPTER 15**

### **MISCELLANEOUS PROVISIONS**

11-15-1 Pretreatment Charges and Fees

#### **11-15-1 PRETREATMENT CHARGES AND FEES**

The District may adopt reasonable fees for reimbursement of costs of setting up and operating the District's Pretreatment Program, which may include:

1. Fees for wastewater discharge permit applications including the cost of processing such applications;
2. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a User's discharge, and reviewing monitoring reports and certification statements submitted by Users;
3. Fees for reviewing and responding to accidental discharge procedures and construction;
4. Fees for filing appeals;
5. Fees to recover administrative and legal costs (not included in Section 11-15-1B) associated with the enforcement activity taken by the District Manager to address IU noncompliance; and
6. Other fees as the District may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this Title and are separate from all other fees, fines, and penalties chargeable by the District.



**TITLE 12**  
**MISCELLANEOUS**

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## **CHAPTER 1**

### **CONFLICT AND SEVERABILITY**

- 12-1-1 Repeal and Saving Clause
- 12-1-2 Saving Clause
- 12-1-3 Severability Clause

#### **12-1-1 REPEAL AND SAVING CLAUSE**

All existing resolutions, ordinances, rules and regulations heretofore passed and adopted or any parts thereof which are in conflict or inconsistent with the provisions of this Ordinance are hereby repealed. All others shall remain in full force and effect.

#### **12-1-2 SAVING CLAUSE**

Particularly reserved from repeal are all contracts, covenants, resolutions and documents relating to bond issues and the outstanding unpaid bonds of the District and all contracts, resolutions and documents relating to the service contracts now existing between the District and all the municipalities lying within the District and the service contract with the United States government relating to Hill Air Force Base and all franchise agreements of a permanent nature which may be outstanding.

#### **12-1-3 SEVERABILITY CLAUSE**

If any provision, paragraph, word, section or chapter hereof 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 2**

**AMENDMENT PROCESS**

12-2-1 Amendments

**12-2-1 AMENDMENTS**

The provisions herein may be amended or revised from time to time by a majority vote of the Board of Trustees.