



GRANGER-HUNTER
IMPROVEMENT DISTRICT

**CONSOLIDATED RULES, REGULATIONS
AND REQUIREMENTS FOR MUNICIPAL
WATER AND SANITARY SEWER SERVICE**

Revised, Effective as of *May 19th*, 2026

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CHAPTER 1

TITLE AND SCOPE

The Granger-Hunter Improvement District (District), a political subdivision of the State of Utah, organized and existing pursuant to the laws of the State of Utah, in the interest of the general health, safety and welfare of the citizens it serves within the District, that the District promulgate rules, regulations, and requirements governing municipal water and wastewater services to be provided by the District to existing Customers and future developments within its service area. This document shall be known as the “Granger-Hunter Improvement District – Consolidated Rules, Regulations and Requirements for Water and Wastewater Service” (Rules & Regulations).

The District shall provide retail municipal water service and sanitary sewer service to all properties located within its authorized service area expressly subject to the rules and regulations set forth herein, as amended from time-to-time. Service will be provided through the Main Water System and Main Sanitary Sewer System of the District developed and/or acquired for this purpose through construction, purchase, lease, contract, rental, donation, gift or condemnation, or any combination of the foregoing, or through any other lawful means available to the District under its express or implied powers. These Rules & Regulations have been adopted to promote the orderly construction, operation, maintenance, repair, replacement and enlargement of the Main Water System and Main Sanitary Sewer System operated by the District, and to establish a uniform set of rules and regulations, contractual in nature, as conditions precedent to the District providing municipal water and sanitary service to Customers within the service area of the District. These requirements are to minimize the interferences and interruptions to operation of the District wastewater collection system and the District water distribution systems; to protect District personnel and the general public; to provide for the equitable distribution of the costs of facilities and services; and to prevent the introduction of pollutants or contaminants into the water or sewer systems.

1.1 Compliance with Applicable Laws and Regulations

These Rules and Regulations enable the District Board of Trustees, Management, and Staff to comply with all applicable City, State and Federal laws. The provisions of these rules and regulations shall govern and control all water and sewer development, improvement and construction within the District boundaries and shall apply to all users within District.

These rules and regulations are not intended to repeal, abrogate, or impair any existing easements, covenants, deed restrictions, local, state or federal regulations, rules or codes. Where provisions of this document and an other regulation, rule, ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. These provisions shall be considered as minimum requirements.

1.2 Amendments to these Rules and Regulations

To maintain flexibility and adaptability in response to evolving industry standards, technological advancements, and regulatory changes, the District’s Board of Trustees retains the authority to amend these rules as needed. Such amendments ensure that the District continues to provide reliable and efficient service while addressing emerging challenges and community needs.

Amendments to the Consolidated Rules, Regulations, and Requirements must be approved through

formal action by the Board of Trustees at a scheduled Board Meeting. Proposed changes may originate from District staff, regulatory agencies, or public input and are reviewed during Board meetings. The amendment process may involve public hearings, stakeholder consultations, and legal reviews to ensure compliance with applicable laws and policies. Once approved by a majority vote of the Board, the revised rules take effect and are communicated to customers, employees, and other relevant parties. This structured approach ensures transparency, accountability, and the continuous improvement of the District's policies and operations.

1.3 Administration

Except as otherwise provided herein, the General Manager shall administer, implement, and enforce the provisions of these Rules & Regulations and the desires of the Board of Trustees. Any powers granted to or duties imposed upon the General Manager may be delegated by the General Manager to other staff members.

The provisions herein shall apply to the District and to persons outside the District who are, by contract agreement with the District, users of the District system. The provisions herein shall provide for enforcement of and penalties for violations.

1.4 Definitions

1.4.1 Act

Collectively, the Utah Local District Act, Title 17B-1-101 et seq., Utah Code Ann. (1953), as amended, and the Utah Water Improvement District Act, Title 17B-2a-401 et seq., Utah Code Ann. (1953), as amended.

1.4.2 Customer

As defined in Section 17B-1-904(1)(b) of the Act, the owner of real property to which the District has provided culinary water and sanitary sewer service for which the District charges Service Fees as defined herein. Consistent with the provisions of said section of the Act, the owner of a rented or leased Premises is deemed to be the Customer for said Premises being served.

1.4.3 District Facilities

Collectively, the District's Main Water System and Main Sanitary Sewer System, as defined herein.

1.4.4 Governing Board

The duly elected Board of Trustees of the District having such powers as shall be enumerated in ' 17B-1-302 Utah Code Ann. (1953), as the same may be amended from time to time, and those powers necessarily implied therefrom.

1.4.5 Individual Sewer System

The sewer lateral pipeline and related equipment and facilities extending from the sewer main pipeline at the Sewer Point of Connection, on the Customer's side thereof, to the Premises of the Customer being served (the "Sewer Service Lateral"), and including all other sewer pipelines, fixtures, equipment and facilities situated within the Premises being served.

1.4.6 Individual Water System

The water lateral pipeline and related equipment and facilities extending from the Water Meter Assembly

at the Water Point of Connection, on the Customer's side thereof, to the Premises of the Customer being served (the "Water Service Lateral"), and including all other water pipelines, fixtures, equipment and facilities situated within the Premises being served. For a private fire pipeline, the pipeline and related equipment and facilities extending from the mainline valve are the responsibility of the Customer.

1.4.7 Main Water System

The water storage reservoirs, water wells, main water transmission pipelines, pumps and pump stations, motors, valves, water meters, and all systems, facilities and equipment related thereto and associated therewith, which are now or may hereafter be owned, operated and maintained by the District and utilized for the development, storage, diversion, production, transportation and distribution of water to individual Customers, within the service area of the District, as adjusted from time-to-time. The Main Water System shall extend up to and include the water meter assembly (the "Water Meter Assembly," including the water meter, meter setter, meter box, Backflow prevention valve, shutoff valve, read-out gauges and appurtenances), situated at the point of the connection of the Main Water System to the Water Service Lateral running to the Premises of the individual Customer being served (the "Water Point of Connection").

1.4.8 Main Sanitary Sewer System

The sewer transmission pipelines, pumps and pump stations, motors, valves, flow meters, and all systems, facilities and equipment related thereto and associated therewith, which are now or may hereafter be owned, operated and maintained by the District and utilized for the collection, transportation and treatment of sanitary sewerage within the service area of the District, as adjusted from time-to-time. The Main Sanitary Sewer System shall extend up to and include the pipe fitting situated at the point of the connection of the Main Sanitary Sewer System with the Sewer Service Lateral running to the Premises of the Customer being served (the "Sewer Point of Connection").

1.4.9 Manager

Shall mean the General Manager of the District.

1.4.10 Management

Shall mean the General Manager, Assistant General Managers and Administrative Staff of the District.

1.4.11 Premises

The property, the legal title of which is owned by a Customer, to which municipal water and sanitary sewer services are being provided by the District through District Facilities.

1.5 Savings Clause

If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid by a court of law, such determination shall not affect the validity of the remaining portions of this resolution, which shall remain binding and enforceable against the Customers of the District. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. The repeal of any prior resolution shall not affect or release any existing right, obligation, or liability incurred or accrued under such prior resolution. The section and paragraph headings contained in this document are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

1.6 Construction

As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

1.7 Enforcement

In addition to termination of water service and other remedies provided by law and in equity, the District shall be entitled to file an action to force compliance with these rules and regulations by injunctive and other appropriate relief. The District reserves the right to pursue injunctive relief and recover costs, fees, and damages as permitted under applicable Utah law governing Special Districts, including but not limited to provisions of the Utah Special Service District Act and other relevant statutes.

1.8 Application for a Variance

The District allows customers to apply for a variance when strict application of the Consolidated Rules, Regulations, and Requirements for municipal water and sanitary sewer service would result in undue hardship or practical difficulties. To request a variance, the applicant must submit a formal written request outlining the specific regulation from which they seek relief, the reasons for the request, and any supporting documentation to District Management. District staff will review the application to determine whether granting the variance would be consistent with the overall goals of system integrity, public health, and environmental protection within 30 days of the application. If the request meets preliminary criteria, it may be approved by District Management. Variances are granted only in exceptional cases and must not compromise the safety, reliability, or equitable application of the District's Rules & Regulations.

1.9 Appeals Process

The District provides an appeals process to ensure fairness and due process for those who wish to challenge decisions related to the Rules & Regulations. If a customer believes that a rule has been misapplied, a variance was incorrectly not granted, or that an enforcement action—such as a service disconnection, fee assessment, or permit denial—is unjust, they may file a formal appeal. The appeal must be submitted in writing within 14 days of determination, detailing the grounds for the request and any supporting documentation. Upon receipt, District staff will review the appeal within 14 days and District Management will provide an initial determination, either upholding or modifying the original decision.

If the customer is dissatisfied with the initial determination, they may escalate the appeal to the District's Board of Trustees. The Board will schedule a hearing where the customer can present their case, including any relevant evidence or testimony. The Board will then deliberate and issue a final decision, which may affirm, reverse, or modify the prior ruling. This decision is binding unless further legal action is pursued. By maintaining a clear and structured appeals process, the District upholds transparency, ensures equitable treatment of customers, and reinforces public trust in its water and wastewater service regulations.

CHAPTER 2

NEW CONNECTIONS AND DEVELOPMENT

2.1 Purpose

The purpose of the Rules and Regulations for New Connections and Development is to provide a comprehensive framework for managing and guiding new connections and development within the Granger-Hunter Improvement District. As the District continues to grow, it is essential to establish clear, consistent, and enforceable standards that ensure the orderly expansion and long-term sustainability of its water and sewer systems. These Rules and Regulations set forth the conditions and requirements for all new construction and development activities that impact the District's infrastructure, including but not limited to the installation and modification of water and sewer laterals, plan approval for new connections and developments, the annexation of properties into the District, the dedication and acceptance of easements, and the oversizing of facilities to meet current and future demands.

By defining the technical, procedural, and financial obligations of developers, property owners, and other stakeholders, the District seeks to protect public health and safety, maintain service reliability, and ensure that growth occurs in a manner that is equitable and fiscally responsible. These Rules and Regulations also identify the applicable fees, charges, and cost recovery mechanisms associated with connecting to and utilizing District services. Through the consistent application of these policies, the District aims to uphold its commitment to responsible resource management, infrastructure resilience, and high-quality customer service for both current and future users.

2.2 Definitions

2.2.1 Applicant

Owner of the premise seeking municipal water and sanitary sewer service.

2.2.2 Water Meter Assembly

Collectively, the meter yoke, water meter and shut off valve for each connection.

2.2.3 Customer's Individual Water System

Collectively, the lateral and all downstream appurtenances outside of the meter box assembly, including indoor plumbing.

2.2.4 Customer's Individual Sewer System

Collectively, the sewer lateral from the District's main to the customer's building, including indoor plumbing.

2.2.5 Connection Fees

Collectively, the municipal water and sanitary sewer connection fees.

2.2.6 Contractor

The entity intending to connect or repair a municipal water or sanitary sewer connection.

2.2.7 Contractor Application

An application to the District to connect for municipal water and/or sanitary sewer service.

2.2.8 Construction Standards

The District's Materials and Construction Specifications Manual (Section 3.1).

2.2.9 CVWRF

Central Valley Water Reclamation Facility.

2.2.10 Dedicated Infrastructure

New infrastructure (both culinary water and sanitary sewer) extending from a point of connection with the District's existing system to the Project which allows the District to provide service to each individual lot to be served within the project. This infrastructure shall be constructed in any public right-of-way and/or within a dedicated District easement.

2.2.11 Developer

The person, association, or corporation developing or causing to be developed the property subject to this document. For the purposes of residential development outside of a recorded subdivision, the applicant for the building permit shall be considered the developer and shall comply with all applicable rules and regulations.

2.2.12 Development Project

A land development project for which a subdivision plat is required to be submitted to and development approval is required to be obtained from West Valley City and the District as a condition to development.

2.2.13 Easement

The portion of a lot or lots reserved for present or future use by a person or agency other than the legal owner or owner of the property.

2.2.14 EDU

Equivalent dwelling unit.

2.2.15 Impact Fee (Capital Improvement Charge)

A fee required for connection to the District's water and/or wastewater system for the purpose or purchasing capacity in the existing system and for funding improvements needed to support new developments or connections. The fees can be found on the District's Connection Fees and Miscellaneous Charges sheet.

2.2.16 Inspection Fees

Fees charged by the District for inspections to ensure construction is in conformance with plans and District standards.

2.2.17 Infiltration

Leaking water, groundwater or other water flowing or infiltrating into the District's sewer facilities through a pipeline, manhole, or related facility within the Customer's Individual Sewer System.

2.2.18 Private Complex

Private property developed with private structures such as apartments, townhomes, condominiums, private unit developments, business center, etc.

2.2.19 Private Fire System

A private fire system (or private fire protection system) refers to fire protection infrastructure installed on private property for the purpose of fire suppression and safety. It includes private fire hydrants, automatic sprinkler systems, standpipe and hose connections, water mains, pipes, valves, and appurtenances, and booster pumps or tanks for fire protection past the main valve. These systems are owned, operated, and maintained by the property owner, not by the District. They are designed to supplement or provide fire protection independently of the public fire protection system.

2.2.20 Single Use

One parcel receives one bill for a maximum of two culinary water lines and meters, two landscape water lines and meters, two fire lines, and one sanitary sewer line.

2.2.21 Shared Use

More than one parcel receives one bill for a maximum of two culinary water lines and two meters, two landscape water lines and meters, two fire lines and one sanitary sewer line.

2.2.22 Subdivision

The division of a tract, lot, or parcel of land into two or more lots, plots, sites, or other divisions of land for the purpose, immediate or future, of sale or of building development or redevelopment.

2.2.23 User

Any person who receives water from the District water system or contributes, causes, or permits the contribution of wastewater into the District wastewater collection system.

2.2.24 WVC

West Valley City.

2.3 Municipal Water and Sanitary Sewer Service to Customers

2.3.1 Application Required

In conformance with the provisions of Section 17B-1-903 of the Act, before furnishing water or providing sewer service to a Premises, the District shall require the owner of the Premises or an agent duly authorized by the Owner pursuant to a legal power of attorney, to submit a written application, signed by the Owner or the Owner's duly authorized agent in behalf of the Owner, agreeing to pay for all water furnished or sewer service provided to the Premises, whether occupied by the owner or by a tenant or other occupant, according to these Regulations.

2.3.2 Boundaries

All existing Customers within the boundaries of the District who are presently connected to the District's Main Water System and Main Sanitary Sewer System shall be entitled to continue to receive culinary water and sanitary sewer service subject to Section 2.3.3.

2.3.3 Fees & Charges

All Customers, as a condition to water and sewer service, shall be required to pay all water and sewer service fees and charges imposed by the District pursuant to Section CHAPTER 4 and otherwise comply with these Regulations as they now exist or as they may be established and/or amended from time-to-time in the future.

2.4 Service to New Connections

Each applicant for municipal water and sanitary sewer service for a new connection shall comply with the following:

2.4.1 Individual Service Applications

- 2.4.1.1 Each Applicant shall pay the connection fees in such amounts as shall be determined from time-to-time by separate resolution of the Governing Board, which shall be used by the District to pay actual out-of-pocket costs and expenses incurred by the District relative to a new connection, including, but not limited to its inspection of the Individual Water System and Individual Sewer System constructed and installed by the Applicant's contractor.
- 2.4.1.2 The Water Meter Assembly for each new connection shall be acquired, constructed and installed by the Applicant's contractor in strict conformance with the District's specifications and requirements.
- 2.4.1.3 The Applicant, at its sole cost and expense, shall acquire, construct, install and connect the Individual Water System and Individual Sewer System serving the Premises. New service connections to the Main Water System and Main Sanitary Sewer System and repairs to existing Water and Sewer Service Laterals shall be excavated, constructed and installed only by contractors qualified and authorized to proceed under the provisions of Section 2.4.1.4 below. No water shall pass through the water meter from the Main Water System to a Premises, and no sewer shall be discharged into the Main Sanitary Sewer System from a Premises unless and until the District has inspected and approved the respective connections. Upon the District's inspection and approval thereof, and its written receipt of the municipal water and sewer connection fees, the District shall turn water on to the Customer's Premises.
- 2.4.1.4 No individual, entity, contractor or other party may commence the work necessary to connect any Premises to the Main Water System or Main Sanitary Sewer System, or make repairs to any Water and Sewer Service Laterals connected to the Main Water System and Main Sanitary Sewer System without first making application to the District and qualifying in conformance with the following:
 - 2.4.1.4.1 To qualify, every contractor, person or entity intending to connect a Water Service Lateral to the Main Water System or a Sewer Service Lateral to the Main Sanitary Sewer System, or to repair existing Water and Sewer Service Laterals connected to the Main Water System and Main Sanitary Sewer System shall submit a Contractor Application to the District.
 - 2.4.1.4.2 The Contractor Application shall be completed on a form supplied by the District which includes the name of the Contractor, the Contractor's business name, contractor license number, insurance company, principal owner or supervisor of the work, and the name and telephone number of every person supervising a crew which will be qualified to work for the Contractor within the District. The Contractor Application shall include a written statement signed by the Contractor wherein the Contractor affirms that he has read, understands and will comply with all applicable District rules and regulations and plans and specifications regarding the installation and repair of a Water Service Lateral and/or Sewer Service Lateral.

- 2.4.1.4.3 The Contractor Application shall be accompanied by a License and Permit Bond in favor of the District in an amount of not less than \$10,000.00 to assure that the Contractor will comply with all rules and regulations and plans and specifications of the District. The License and Permit Bond may consist of a deposit of funds in escrow in an amount determined by the District or a corporate surety bond by a qualified insurer licensed to do business in the State of Utah.
- 2.4.1.4.4 The Contractor shall, as part of the Contractor Application: (i) provide to the District a diagram of and plan for the proposed Water Connection Point and Sewer Connection Point for approval; (ii) if necessary, secure a permit from West Valley City, Utah to cut the road and excavate in the roadway and agree to maintain strict compliance with West Valley City standards for excavation and restoration of the road; (iii) provide to the District a current certificate of liability insurance demonstrating that the contractor who will perform the work has in force a comprehensive liability policy with limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 per individual for payment of loss; (iv) provide a current certificate of workmen's compensation and employer's liability insurance or a Utah State approved workmen's compensation insurance waiver, (v) notify the West Valley City Dispatcher in the event of any road closing so as to facilitate rerouting of emergency vehicles.
- 2.4.1.4.5 If the Contractor furnishes the required bond, and is not subject to contractor license complaints, other known noncompliance or workmanship complaints and demonstrates satisfactory knowledge of the procedures necessary to complete the work in a satisfactory manner, the District may find that the Contractor is qualified to perform the work as required by this section and he may commence the same.
- 2.4.1.4.6 The Contractor shall resubmit annually the \$10,000.00 bond and proof of insurance.
- 2.4.1.5 No water connection of any size shall be made unless and until the plan for the connection has been approved by the District and impact fees due and owing with respect to the new connection have been paid pursuant to the applicable provisions in Section CHAPTER 4.
- 2.4.1.6 All Water Service Laterals and Sewer Service Laterals, and the acquisition, construction, installation and connection of the same with the Main Water System and Main Sanitary Sewer System of the District, and all other aspects of the Individual Water System and Individual Sewer System shall be in strict compliance with all District standards and specifications, as amended from time-to-time.

2.5 Land Development Service Applications

Services to be provided in connection with land development projects ("Development Projects"), shall be provided in conformance with the provisions of these Regulations and in conformance with the terms and provisions of the District's Culinary Water and Sanitary Sewer Development and Service Agreement ("Development Agreement"), which shall be executed by and between the developer of the Development Project and the District as a condition to service by the District. In the event of any conflict between the terms and provisions of these Rules & Regulations and the Development Agreement, the terms and provisions of the Development Agreement shall control. Individual applications for service within a development project shall be made in compliance with these regulations.

2.6 Development Agreement for New Developments

Each Applicant requesting service to a new Development Project shall be required to enter into a Development Agreement with the District, in conformance with the provisions of Section 3.1.1 which shall set forth the requirements and obligations of the Applicant with respect to obtaining municipal water

and sanitary sewer service from the District for the property to be served.

2.7 Types of Development

2.7.1 Single Family Residential

Privately owned single family residential connections (including duplexes) shall require District review for conformance to standards. District review and inspection fees are required.

2.7.2 Accessory Dwelling Units (ADUs)

An *Accessory Dwelling Unit (ADU)* is a secondary, self-contained residential dwelling located on the same lot as a primary residence. An ADU may be attached to, within, or detached from the primary dwelling and is intended for independent living, including provisions for sleeping, cooking, and sanitation.

- 2.7.2.1 ADUs are permitted within the District's service area subject to applicable local zoning and building regulations.
- 2.7.2.2 ADUs are not required to have separate water meters or sewer laterals; they may be served through the existing service connection for the primary residence.
- 2.7.2.3 Property owners must obtain plan approval from the District prior to construction or connection of any ADU to the water or sewer system.
- 2.7.2.4 All ADU connections and usage are subject to the District's standard rates, fees, and conditions of service.
- 2.7.2.5 If an accessory dwelling unit (ADU) becomes a separate dwelling, the joined lot must be legally subdivided, and the ADU must have independent water and sewer connections and meters, in compliance with local building codes and utility provider requirements.

2.7.3 Privately owned multiple unit residential development

Privately owned multi-unit residential development, including apartments, condominiums, mobile homes, triplexes and greater, town homes and Planned Unit Developments (PUDs) require the following:

- 2.7.3.1 Multi-unit residential developments shall have fees assessed based on the size of water meter(s) and the equivalent EDU's, as determined by the District.
- 2.7.3.2 Multi-unit residential developments shall pay all fees on all lots within the development as a prerequisite to issuance of District Final Approval of the plans.
- 2.7.3.3 Multi-unit residential development shall have the water supply master metered at the property boundary. The master metered water system may be either a combination piping system for potable and private fire supply or separate piping systems for potable and private fire supply with the potable water system metered and the private fire system unmetered. All water piping systems supplying fire flows are suggested to be looped to ensure redundancy and reliability. In the case of a combination system both connections to the development shall be master metered. Fire supply lines (lines with fire hydrants connected) shall be a minimum 6-inch diameter for one hydrant, and 8-inch for two or more hydrants, but shall in any case shall be determined by the appropriate Fire Department requirements and State Code.
- 2.7.3.4 Backflow prevention equipment approved by the District is required on private fire systems.

- 2.7.3.5 Sewer service for privately owned multiple unit residential developments shall begin at the development's connection to the main.
- 2.7.3.6 For water and/or sewer service to multiple unit residential development, a Home Owners Association or other entity approved by the District that is responsible for billing, maintenance and repair of the shared facilities is required.
- 2.7.3.7 Water and sewer improvements on private property for privately owned multiple unit residential development projects shall be designed by developers' engineers (Utah Professional Engineers seal and signature required on design) in compliance with District standards and requirements. The completed design requires review and approval by the District.

2.7.4 Commercial, Industrial, and Institutional Developments

Commercial, Industrial, and Institutional developments shall follow the general development process with the following modifications:

- 2.7.4.1 Commercial, Industrial, and Institutional developments shall have capital improvement fees assessed based on the connection size requested by the Developer.
- 2.7.4.2 Each building within the project shall have separate water and sewer services. Commercial, Industrial, and Institutional developments shall have the water supply master metered at the property boundary. The master metered water system may be either a combination piping system for potable and private fire supply or separate piping systems for potable and private fire supply with the potable water system metered and the private fire system unmetered. All water piping systems supplying fire flows are suggested to be looped to ensure redundancy and reliability. In the case of a combination system both connections to the development shall be master metered. Fire supply lines (lines with fire hydrants connected) shall be a minimum 6-inch diameter for one hydrant, and 8-inch for two or more hydrants, but shall in any case shall be determined by and in compliance with the requirements of the appropriate Fire Department and applicable State law.
- 2.7.4.3 Backflow is required on private fire systems. The backflow system shall be, at a minimum, a double check detector valve assembly.
- 2.7.4.4 Sewer service for Commercial, Industrial, and Institutional developments shall begin at the development's connection to the main.
- 2.7.4.5 For water and/or sewer service to multiple unit Commercial, Industrial and Institutional development, a Property Owner's Agreement that covers billing, maintenance and repair of the shared facilities is required.
- 2.7.4.6 Water and sewer improvements on private property for commercial, industrial projects shall be designed by developers' engineers (Utah Professional Engineers seal and signature required on design) in compliance with District standards and requirements. The completed design requires review and approval by the District.
- 2.7.4.7 Commercial, Industrial, and Institutional Developments shall pay all fees on all lots within the development as a prerequisite to issuance of District Final Approval.

2.7.5 Redevelopment of Existing Facilities

Redevelopment of existing facilities and complexes into differing uses or increasing service capacity needs shall require District review and reevaluation of capital improvement and all other District fees and charges. The project needs shall be evaluated at current fee and charge rates. The developer shall follow

the current requirements for new developments. Provided the property remains in the same ownership the actual amount of capital improvement fees paid for the original project may be credited towards fees required for the redeveloped project.

In redevelopment of a complex involving subdividing of property from a single owner to multiple owners, the water and/or sewer service to each individual property may be addressed in the following ways:

- 2.7.5.1 Water and/or sewer service to each individual property shall be separated for each unit if individual ownership and billing is needed. All infrastructure shall meet current District Rules, Regulations and Standards for new development.
- 2.7.5.2 Common property water and/or sewer service to a complex with multiple owners may be retained provided a common owners association or agreement is responsible for ownership, operation and maintenance of water and sewer facilities and common billing and service sign-up with the District.

2.7.6 Sanitary Waste Dump Station

These requirements apply to all commercial and private recreational vehicle (RV) sanitary waste dump stations discharging to the District's sewer system.

- 2.7.6.1 Dump stations shall be constructed and maintained in accordance with District specifications and applicable plumbing and health codes.
- 2.7.6.2 Facilities must include a watertight connection, adequate spill containment, and appropriate signage for proper use.
- 2.7.6.3 Backflow prevention devices must be installed and maintained where required.
- 2.7.6.4 Sanitary waste dump stations shall be maintained per Section 8.7.

2.8 Development Approval Process

This section describes, in general terms, the ordered process by which new development and redevelopment requests shall be processed by the District.

2.8.1 Plan Review and Availability Application

The District has prepared a "Plan Review and Availability Application" form. The plan review submittal requirements and availability letter requirements are listed on the application. The applicant shall complete the form as required and submit to the District. No plans will be reviewed if they do not meet the requirements listed in the "Plan Review Submittal Requirements" form. The applicant shall pay the Engineering Review fees as listed on the form prior to review.

2.8.2 Salt Lake County Drinking Water Source Protection Verification of Compliance

Projects within a Well Source Protection Zone will be required to fill out a Salt Lake County Drinking Water Source Protection Verification of Compliance form.

2.8.3 Industrial Discharge Questionnaire

For all nonresidential projects, the applicant must complete the Central Valley Water Reclamation Facility Industrial Discharge Questionnaire.

2.8.4 Plan Submittal and Review Checklist

The District has prepared a "Plan Submittal and Review Checklist" that lists the requirements for plans

submitted to the District. The checklist is designed to assist in the development and submittal of Project Plans but does not constitute a full list of all plan requirements.

2.8.5 Easements

Prior to plan approval, the Applicant shall finalize any easements and/or right-of-way documents necessary.

2.8.6 Design Specifications

The Applicant shall conform to the “Design Specifications” in the District’s “Materials and Construction Specifications” Section 3.1.

2.8.7 Water and Wastewater Availability Letter

A “Water and Wastewater Availability Letter” shall only be provided for new plats and for redevelopment requiring additional capacity in the water and/or wastewater system, if the District has available capacity to support the project. The “Water and Wastewater Availability Letter” (Will-Serve Letter) states the availability of water and wastewater service and outlines the District’s obligation and any special requirements. This availability letter is required by the Salt Lake County Health Department. Should the District not have available capacity in the water and/or wastewater systems, it will be the Developer’s responsibility to construct the improvements.

2.8.8 Development Agreement

For any development that includes public infrastructure, the developer shall complete and sign the “Culinary Water and Sanitary Sewer Development and Service Agreement” as outlined in Section 3.2.

2.8.9 Plan Review Process & Final Approval

The District shall review the submitted plans for conformance with applicable standards. If the plans require additions or modifications, the District shall return the plans, with markups, to the applicant. Each applicant is given two re-submittals to update plans to match District requirements. If additional reviews are required by District staff, additional fees may be charged by the District. If the plans are approved, The District shall issue a digital copy of the plans with a “Final Approval” stamp.

2.8.10 Connection & Inspection Fees

District staff, based on Final Approved Plans, shall calculate the connection and inspection fees for the project. The Applicant is required to pay inspection fees prior to scheduling a pre-construction meeting and prior to commencing work.

2.8.11 Pre-Construction Meeting

Once the necessary bonds and insurance requirements are met, the applicant shall schedule a pre-construction meeting with District staff at least 7 days prior to construction commencing. 48 hours’ notice is required. The applicant shall conform with the “Pre-Inspection Requirements” as listed in the District’s “Materials and Construction Specifications” as outlined in Section .

The pre-construction meeting shall be attended by both the Developer and its Contractor(s), District staff, and others as determined for the purpose of reviewing any agreements, rules and regulations pertaining to the project.

Once the pre-construction meeting has been held and all applicable fees have been paid, the District shall issue a “Notice to Proceed with Construction” letter.

2.9 Construction and Testing

2.9.1 Inspection Requirements

The Developer/Contractor shall conform with the “Inspection Requirements” as listed in the District’s “Materials and Construction Specifications” Section 3.1.

2.9.2 Water Shutdown Requirements

Prior to shutting down the water system for connections, the Developer/Contractor shall conform to the “Water Shutdown Requirements” as listed in the District’s “Materials and Construction Specifications” Section 3.1.

2.9.3 Disinfection & Testing

Disinfection and testing shall conform to the “Disinfection and Testing” requirements as listed in the District’s “Materials and Construction Specifications” Section 3.1.

2.9.4 Sewer Testing

Sewer mainline testing shall conform to the “Sewer Testing” requirements as listed in the District’s “Materials and Construction Specifications” Section 3.1.

2.9.5 Abandonments

Water/sewer mainlines and laterals shall be abandoned per the “Abandonments” requirements as listed in the District’s “Materials and Construction Specifications” Section 3.1. Abandonments are required to be made at the main.

2.9.6 Final Approval

Prior to final approval, District staff shall prepare a punch-list identifying all issues that need to be addressed by the Contractor. Prior to obtaining approval, the Developer shall supply “As-Constructed” drawings to the District. The Contractor shall have 30 days to address the issues identified. All WVC approvals shall be obtained as a condition precedent to District approval.

2.9.7 Requirements prior to Final Acceptance

The following are required prior to District final acceptance of the project:

- 2.9.7.1 WVC approvals of the project
- 2.9.7.2 A digital set of “as-built” drawings in conformance with District standards. The plans shall be submitted in pdf as well as CAD format. The Developer shall be responsible for payment of all costs and expenses incurred in the preparation of the as-builts.
- 2.9.7.3 A digital copy of the CCTV video inspection of the wastewater pipelines.
- 2.9.7.4 A customer account for each meter.

2.9.8 Final Acceptance

Following completion of the above items, the District shall issue a “Notice of Final Acceptance of the Project.” Upon receipt of this notice, the Developer shall work with District staff to open any valves to the water system and remove any plugs into the wastewater system. The Notice of Final Acceptance letter commences the one (1) year warranty of the project. The Notice releases 90% of the Assurance Bond.

2.10 Warranty

2.10.1 1-Year Warranty

The Developer shall warrant and guaranty that the project’s dedicated infrastructure shall be free of defects in materials and workmanship for a period of one (1) year from the date of the “Notice of Final Acceptance of the Project.” If at any time during the Warranty Period any materials or workmanship shall prove defective or be found in disrepair, the Developer shall, upon written notice from the District, promptly repair or replace the defective materials and/or workmanship to the satisfaction of the District.

2.10.2 Final Warranty Inspection

Prior to the end of the warranty period, District staff shall perform a “Final Warranty Inspection” of the project’s dedicated infrastructure. The Developer shall, upon written notice from the District, promptly repair or replace the defective materials and/or workmanship to the satisfaction of the District. Upon approval, the District will issue a “Notice of Termination of Warranty,” at which point the remaining 10% of the Assurance Bond is released.

2.10.3 Bill of Sale

Upon Issuance of the Notice of Termination of Warranty, the District shall prepare a Bill of Sale, which transfers ownership of the dedicated infrastructure to the District.

2.11 System Extensions and Upsizing of Systems

2.11.1 System Extensions

The Developer shall provide and pay for all system extensions to the main water and sewer systems needed to serve the development. The developer shall modify all existing facilities and pay for any and all impacts the development has on the District’s water and sewer system.

2.11.2 Upsizing

Should the development require upsizing of an existing main sewer line for any reason, the developer shall have a new line installed and pay for the construction. Should the development require upsizing or extension of an existing main water line for any reason such as fire protection, the developer shall have a new line installed and pay for the construction. This installation shall include re-connection of all main line tie-ins and re-connection of all service laterals.

2.11.3 Oversizing

The District may participate in the oversizing costs of water and sewer system extension improvements benefiting other areas besides the development. The District shall reimburse the cost of upsizing in an amount mutually agreed upon, per a cost-sharing agreement, which shall specify the reimbursement amount or formula based on actual documented costs and the proportionate benefit to the District.

2.12 Water and Sewer Mainlines in Easements

Generally, installation of water and/or sewer mainlines shall be in public right-of-way. Installation of water and/or sewer mainlines in easements shall be allowed at the discretion of District staff provided the following criteria are met, subject to the District Engineer’s discretion:

- 2.12.1.1 Easements/ROWs shall be exclusive for water and/or wastewater only. No other utilities (i.e. storm drain) shall be allowed in the easement.

- 2.12.1.2 Easements/ROWs shall be ingress/egress paved with asphalt or concrete designed to H-20 loading criteria. Easements/ROW for water lines shall have curb and gutter for water containment on both sides of the easement with a drain to the storm drain system.
- 2.12.1.3 Water and sewer lines shall be separated by 10 feet pipe wall to pipe wall.
- 2.12.1.4 Improvements within the Easement/ROW shall be restricted per the standard District Easement Agreement. No above ground structures, retaining walls or block walls shall be allowed. Easements shall be restricted to asphalt or concrete pavement, concrete curb and gutter and landscaping (Sod, Ground Cover & Small Shrubs). Other types of construction including above ground structures, retaining walls and block walls shall not be allowed. Permanent structures, retaining walls, block walls and trees shall be removed at owner's expense.
- 2.12.1.5 Easement/ROW shall be recorded on the appropriate District easement form.
- 2.12.1.6 The following shall be minimums for easement width:
 - 2.12.1.6.1 For a single pipe easement, the minimum width shall be 20 feet.
 - 2.12.1.6.2 For a multiple pipe easement, the minimum width shall be 30 feet.
 - 2.12.1.6.3 The District, at its sole discretion, may require the developer to provide a wider easement if the pipe(s) is abnormally large or deep (>5').

2.13 Laterals in Public Right-of-Way or Easements

2.13.1 Laterals in Public Right-of-Way or Public Utility Easements

All Water Service Laterals serving lots or other properties which front on or are otherwise physically connected to the public right-of-way: (i) shall be installed only within the public right-of-way and/or within duly recorded District easements which run within, adjacent to or otherwise physically connect to the lot or property; and (ii) shall be connected directly to the District's Main Water System at the point of connection prescribed by the District.

2.13.2 Laterals in Private Easements

In the event a lot or property to be served does not front on or is not otherwise physically connected to the public right-of-way, the Water Service Lateral serving such lot or property shall be installed within a granted and duly recorded private, underground pipeline easement running over, under and across the land(s) situated between the lot or property to be served and the District's Main Water System, obtained by the legal owner of the lot or property to be served at said owner's sole cost and expense, subject to the following: (i) the legal owner of the lot or property to be served shall first obtain the written approval of the District authorizing the installation of the Water Service Lateral within a private easement therefore; (ii) the legal owner of the lot or property to be served shall execute and record a "Private Water Line Waiver, Release and Indemnity Agreement" by and between the District and said owner, utilizing the District's standard agreement form; and (iii) the Water Service Lateral shall be connected directly to the District's Main Water System at the point of connection prescribed by the District.

2.14 Sale or Transfer of a Premises

Each Customer shall report to the District's business office, the sale or transfer of the Premises and request the termination of municipal water service to the Premises pursuant to the provisions of Section 4.9. The District, upon receipt of this written notice and request, shall read the meter and shall, at its option, close the shutoff valve and terminate water service to the Customer's Premises. The subsequent Customer shall be required to make a formal application for renewed service to the home or structure on a

form provided by the District. As a precondition to renewed service, the new Customer shall sign a service agreement on a form provided by the District in which it agrees to pay all fees, services and other charges imposed by the District and to comply with these Regulations. Subject to payment to the District of a resumption of service fee in an amount to be determined from time-to-time by separate resolution of the Governing Board, upon compliance with all of the foregoing terms and conditions of this subsection, water and sewer service shall be restored to the Premises.

2.14.1 Refunds

Once an account has been closed by the owner and a final bill generated, the District will refund any remaining credit on the account greater than \$5.00 to the owner of the property for the period in which the credit payment occurred. Any amount under \$5.00 will be absorbed into District revenue. In like manner, the District will not collect payment from a property owner for any final bill with a balance less than \$5.00.

2.15 Annexation and Service to New Developments

2.15.1 Policy

It is the policy of District to provide water services to those properties situated within its political boundaries. Any individual or entity desiring municipal water and sanitary sewer service for property located outside the boundaries of District must first annex into the District as a condition to receiving service. All annexations shall proceed in conformance with and subject to the requirements of Section 17B-1-4 *et seq.* of the Act.’

2.15.2 Annexation Conference

Prior to filing any petition for annexation to the District, the owner of the property proposed for annexation shall arrange a conference with the Governing Board to describe the proposed project, the area proposed for annexation, the number of connections to serve the proposed project, and any other relevant information requested by the Governing Board at the conference. At or after the conference, the District may request that the developer sign an annexation agreement and supply in writing specific details concerning the property, the facilities, transmission lines, storage reservoirs, water sources, easements or other property interests and water rights which the owner proposes to develop for the new development and dedicate to the District upon annexation.

2.15.3 Annexation Deposit

As a further condition to annexation, the annexing owner shall be required to deposit funds with the District in an amount determined by the Governing Board to be adequate to compensate the Board for the services of a consulting District engineer, hydrologist, attorney, accountant or other professional consultant deemed advisable by the Governing Board to assist the Governing Board in reviewing the application by the owner for annexation and the Governing Board may require that a deposit in the amount of the funds required shall be made to the District to compensate the District for the cost of such professional assistance in the course of reviewing and considering the application for service.

2.15.4 Exceptions to Annexation – Service outside Boundary

Notwithstanding the requirements set forth in Section 2.15.1 through 2.15.3, the District may waive the annexation requirement for properties located outside its political boundary if municipal water and/or sanitary sewer services are not available from the neighboring service provider. Such services shall be covered by an interlocal agreement.

Such exceptions shall be considered on a case-by-case basis and must meet the following conditions:

- 2.15.4.1 Interlocal Agreement in Effect: The neighboring entity must have entered into a formal Interlocal Agreement with the District that expressly authorizes the provision of water and/or sewer services to the subject property.
- 2.15.4.2 Service Standards Compliance: The service provided under the interlocal agreement must comply with the District's engineering, operational, and water quality standards.
- 2.15.4.3 No Adverse Impact: The provision of service must not adversely impact the District's ability to serve existing customers or planned developments within its boundaries.
- 2.15.4.4 Any exception to the annexation requirement must be approved in writing by the District's General Manager, including reference to the applicable interlocal agreement.

2.15.5 Exceptions to Annexation - Service inside Boundary

In limited circumstances, properties inside the District's service area for which the District cannot provide water and/or sanitary sewer services may be served by a neighboring service provider.

Such arrangements may be permitted only under the following conditions:

- 2.15.5.1 Interlocal Agreement in Effect: The neighboring entity must have entered into a valid interlocal agreement with the District that authorizes the provision of water and/or sanitary sewer service to the subject property.
- 2.15.5.2 District Determination of Feasibility: The District must determine that it is not feasible or cost-effective to provide service to the property due to geographic, infrastructure or operational constraints.
- 2.15.5.3 No Conflict with District Planning: The service arrangement must not conflict with the District's Master Plan, infrastructure plan, or long-term service goals.
- 2.15.5.4 No Conflict with District Planning: The service arrangement must be reviewed and approved by the District's General Manager. The approval shall be documented in writing and include reference to the applicable interlocal agreement and justification for the exception.
- 2.15.5.5 Notification and Coordination: The Developer must notify the District of the intent to receive service from a neighboring service provider and coordinate with the District to ensure compliance with applicable standards and reporting requirements.

2.16 Metered Use Required

All uses of water from the Main Water System shall be metered. For fire protection systems requiring pumps utilizing water for lubrication, the water used for lubrication shall come from a metered source.

2.16.1 Unauthorized Use Prohibited

Anyone using water through an unmetered connection, whether an existing connection or new construction, without the express prior authorization of the District, may be penalized and/or prosecuted under the theft of services statutes of the State of Utah. Such penalties shall be set by the District in its 'Rates and Fees' section of the annual budget.

2.16.2 One Structure Per Meter

Not more than one structure or building shall be connected to any one meter; however, multiple dwelling units may be served by a single metered connection, subject to the prior, written approval of the District as determined, in its sole discretion, on a case-by-case basis.

2.16.3 Construction Water Use

During construction, Developers shall install the meter per Section 5.3.1. No unmetered water use or bypass of the meter is permitted at any time. If water is required prior to permanent meter installation, a District-approved hydrant meter must be used, and all water consumption shall be measured and billed accordingly.

2.17 Vacant Lots

Requests for water service may be accepted from Customers owning vacant lots. Such requests shall be accompanied by a signed service agreement and the required connection fee at the then current rate, which shall entitle the Customer to have a meter installed for servicing of the Customer's Premises. As a condition to water service, the Customer shall be required to pay all Service Fees and other fees and charges imposed by the District pursuant to Section 4.5 and otherwise comply with these and all other lawful rules and regulations of the District as they now exist or as they may be established and/or amended in the future.

2.18 Title to District Facilities and Service Laterals, Operations and Maintenance

2.18.1 District Ownership

The District shall hold title to all District Facilities and shall operate, maintain, repair and replace the same, at its expense, in perpetuity. The District shall own and maintain the Water Meter Assembly regardless of whether the same were installed at the property line or otherwise within the Premises of the Customer.

Part of the District's infrastructure includes culinary water transmission and distribution lines, and sanitary sewer lines located within the public roadway, or right-of-way. This infrastructure provides culinary water and sanitary sewer service to the District's Customers that have been connected to these lines. It is the District's responsibility to maintain, repair, and/or replace these lines as necessary to provide continued service to its customers.

- 2.18.1.1 Public Culinary Waterline - Lines and appurtenances which are located within a public right-of-way are owned, maintained, repaired, and replaced by the District. The District will maintain, repair, and/or replace the culinary water service line from the connection to the culinary water main line up to and including the public yoke assembly, water meter and meter box. A maximum of two culinary water meters and two landscape meters will be allowed per parcel or master-metered private complex.
- 2.18.1.2 Public Fire Lines and Hydrants – Hydrants located in the public right-of-way are owned, maintained, repaired, and replaced by the District. Public hydrants are connected to a public water main line and are located within the public right-of-way, such as a park strip, or directly behind public curbs or sidewalks.
- 2.18.1.3 Public Sanitary Sewer Lines – Public Sanitary Sewer Lines are owned, maintained, repaired, and replaced by the District. Lines and appurtenances which are located within a public right-of-way, or perpetual sanitary sewer line easement accepted and approved by the District.

2.18.1.4 Private complexes are either master-metered shared-use or single use for culinary water lines, landscape water lines, fire lines and sanitary sewer lines. Single-use private complexes shall not be allowed to share culinary water lines, landscape water lines, fire lines or sanitary sewer lines with other parcels or complexes. Master-metered shared-use private complexes may be allowed to share culinary water lines, landscape water lines, fire lines and sanitary sewer lines with parcels within the master-metered private complex when an agreement between all owners is accepted by the District. A maximum of two private fire lines will be allowed per parcel or master-metered private complex. One sanitary sewer line will be allowed per parcel or master-metered private complex, unless otherwise expressly approved by the District.

2.18.2 Customer/Private Ownership

Each individual Customer shall own and shall bear the sole and separate responsibility for operation, maintenance, repair and replacement of the Customer's Individual Water System and Individual Sewer Systems. The District shall not accept nor bear any responsibility for any leaks, or damages caused by leakage, within the Individual Water System and/or Individual Sewer System. The District may, without notice, and without incurring any liability whatsoever, make emergency repairs to the Individual Water System and Individual Sewer System in order to mitigate damage, prevent waste of water, and to prevent contamination of the District's water supply. Any such repairs shall be at the Customer's sole expense and shall be billed to the Customer by the District. The Customer shall pay any such bill within 30 days of its date. Any such charge shall be considered a special fee for water service, the payment of which shall be enforceable and collectible in conformance with the provisions of Section CHAPTER 4 herein. The Customer, by accepting water service from the District, grants a license to the District to enter upon the Premises of the Customer solely for the purpose of making said emergency repairs.

2.18.2.1 Private Culinary Water Lines - Owned, maintained, repaired, and replaced by individual parcel owners. All lines and appurtenances which are downstream of public culinary water meter yoke assemblies. Lines and appurtenances which cross the centerline of road, leave the public right-of-way, and/or are located within private property. Any maintenance, repair, or replacement of culinary waterlines and appurtenances downstream of the public culinary water yoke assembly is the responsibility of the parcel owner. The District is not responsible for utility line locating, or any damage to private waterlines caused by others.

2.18.2.2 Private Fire Lines and Hydrants - Owned, maintained, repaired, and replaced by individual parcel owners. All lines and appurtenances which leave the public right-of-way, and/or are located within private property are private, as are hydrants and appurtenances which are connected to private fire lines and/or are located within private property. Private ownership and maintenance responsibility begins at the downstream side of the point of connection water valve in the public right-of-way. The District is not responsible for utility line locating, or any damage to private fire lines and hydrants caused by others.

2.18.2.3 Private Sanitary Sewer Lines - Owned, maintained, repaired, and replaced by individual parcel owners. Lines and appurtenances which are located within private property. The parcel owner is responsible for the entire sanitary sewer line and appurtenances from the connection at the sanitary sewer main line to the building. However, if a problem exists in the sanitary sewer line between the parcel owner's property line and the connection to the sanitary sewer main line, the District will assess the problem and may, at its sole discretion, work with the parcel owner to correct it. The District is not responsible for utility line locating, or any damage to or blockage of private sanitary sewer lines caused by others. The District assumes no responsibility for damage to, or blockage of the private sanitary sewer lateral caused by tree roots or other plants.

2.18.3 Customer Responsibilities

Each Customer shall be responsible to repair, replace or otherwise correct any component of the Customer's Individual Sewer System as necessary to prevent leaking water, groundwater or other water from excessively infiltrating or otherwise flowing into District Sewer Facilities through a pipeline, manhole or related facility within the Customer's Individual Sewer System. In the event the District is aware of, has reason to believe or otherwise suspects that such Infiltration is occurring within the Customer's Individual Sewer System, the Customer, by accepting sewer service from the District, grants to the District, and its duly authorized employees, agents and contractors bearing proper credentials and identification, a license to enter upon the Premises of the Customer for the purpose of inspecting, sampling, testing, videoing, and/or otherwise determining the existence and/or extent of any Infiltration.

2.18.3.1 If, upon inspection, Infiltration is not found, all costs and expenses incurred in connection with such inspection and testing shall be the sole responsibility of the District.

2.18.3.2 If Infiltration is found, all costs and expenses incurred in connection with such inspection and testing, as well as all costs incurred in the repair and/or replacement of the facilities through which the Infiltration is occurring, shall be the sole responsibility of the Customer, unless otherwise agreed to, in writing, by the District. The Customer shall have thirty (30) days within which to make the necessary repair or replacement to stop the Infiltration, from the date of notice by the District to the Customer, unless a greater time period is allowed, in writing, by the District in its sole discretion.

2.18.3.3 In the event the Customer fails to make the necessary repair or replacement within the time authorized by the District, the District may, without incurring any liability whatsoever, may enter upon the Premises of the Customer, without incurring any liability whatsoever, to make such repairs and or replacement to the Individual Sewer System in order to stop the Infiltration. Any such repair or replacement shall be at the Customer's sole expense and shall be due and payable as billed by the District. The Customer shall pay any such bill within 30 days of its date. Any such charge shall be considered a special fee for water service, the payment of which shall be enforceable and collectible in conformance with the provisions of Section CHAPTER 4 herein.

2.18.4 Sewer Lateral TV Inspection

In the event of sanitary sewer lateral damage or blockage the District, at its sole discretion, may provide record of a TV inspection to parcel owners. This service is to assist the parcel owner in identifying the possible cause of damage to, or blockage of the sanitary sewer lateral. District inspections do not obligate the District to correct any problems. It is the responsibility of the parcel owner to locate and make accessible to the District the sanitary sewer lateral clean-out before the TV inspection. It is also the responsibility of the parcel owner to clean the sanitary sewer lateral of any and all debris before the TV inspection so the TV camera will be unobstructed.

2.18.5 Single-use Service Connection Requirements

Each separately owned single-use parcel or lot and attached facilities shall be served with separate culinary water, fire, and sanitary sewer service lines. Each separate culinary waterline, fire line, and sanitary sewer service line shall be connected to the District's mainlines. A maximum of one sanitary sewer line connection will be allowed to serve one parcel or lot. A maximum of two culinary waterline connections will be allowed to serve one parcel or lot. A maximum of two landscape waterline connections will be allowed to serve one parcel or lot. A maximum of two private fire line connections will be allowed to serve one parcel or lot. All private culinary waterline, landscape waterline, and fire service lines shall be installed within the service lines owners parcel or lot. Private culinary waterline, landscape waterline, and fire lines may not cross through the property of any separate parcel or lot. Local

conditions, elevation, grade, slope, existing structures, or public mainline availability may create circumstances where there is no alternative but to install private sanitary sewer lines that cross adjacent parcel(s) or lot(s). The District may allow private sanitary sewer lines to cross through the property of separately owned parcel(s) or lot(s) if it can be shown that the granting of such an exception will not conflict with the best interest of the District. If the District allows a private sanitary sewer line to cross separate parcel(s) or lot(s), the developer or owner shall provide the District with a copy of a lawful and recorded with the Salt Lake County Surveyors Office, ten-foot wide (minimum), perpetual sanitary sewer line easement in favor of the parcel or lot number the private sanitary sewer line will serve.

2.18.5.1 Service Connections Requirements Exception: Existing Common-Wall Facilities - An owner of a common-wall facility may propose to serve two or more parcels with a maximum of two culinary waterlines, two landscape waterlines, two fire lines, and one sanitary sewer service line. The District may grant an exception to the District's Service Connections Requirements policy for existing common-wall facilities if it can be shown that the granting of such an exception will not conflict with the best interests of the District. If such an exception is allowed, this will be considered a master-metered private-complex service arrangement. All master-metered private-complex service arrangements shall be required to submit to the District a contractually binding and lawful Home or Business Owners Association Agreement that shall perpetually run with the land. The Home or Business Owners Association Agreement shall outline all owners' responsibilities pertaining to culinary waterlines, fire lines, and the sanitary sewer line rates payment, ownership, maintenance, repair, replacement, etc. It shall be the owners' sole responsibility to ensure the legality, maintenance of, and adherence to the Home or Business Owners Association Agreement.

2.19 Temporary Suspension of Service

The District hereby reserves the right, at any time, and without notice, to shut off the water anywhere within its Main Water System for the purpose of making any repairs and/or extensions to the Main Water System or Main Sanitary Sewer System, or for other temporary purposes, and no liability, claim or cause of action shall be made against the District by reason of any breakage, or for any damages that may result from the temporary shutting down of any portion of the Main Water System for repair and maintenance purposes, or by reason of the stoppage of water or interruption of water service due to the scarcity of water, damage to any water work or facility of the District, or any other cause beyond the reasonable control of the District.

CHAPTER 3

MATERIAL AND CONSTRUCTION SPECIFICATIONS & DEVELOPMENT AGREEMENT

3.1 Materials and Construction Specifications

3.1.1 Purpose

All construction, installation, repair, and related work within the jurisdiction of the Granger-Hunter Improvement District (“District”) shall comply with the requirements set forth in the District’s Materials and Construction Specifications Manual (“Manual”). The Manual establishes the approved standards for materials, design, and construction practices necessary to ensure the integrity, reliability, and long-term sustainability of the District’s infrastructure. The current version of the Manual shall be posted on the District’s website.

3.1.2 Manual Updates

The Manual shall be maintained under the direction of the District Engineer and reviewed at least annually to reflect advancements in technology, changes in regulatory requirements, and industry best practices. Updates or amendments shall take effect upon formal approval by the District Engineer and shall be published on the District’s official website. It is the responsibility of all contractors, developers, utility agencies, and property owners undertaking work within the District to verify and comply with the most current version of the Manual.

3.1.3 Manual Applicability

The requirements of the Manual apply to all new construction, repairs, relocations, modifications, or extensions of facilities within the District, including third-party projects and private service lines. Any request for deviation or variance from the Manual must be submitted in writing per Section 1.8 and shall not proceed without written approval from the District.

3.1.4 Manual Compliance

District staff and inspectors are authorized to verify compliance at any stage of work. Failure to adhere to the Manual may result in enforcement actions, including but not limited to denial of permits or approvals, work stoppages, penalties, or required modifications to completed work at the responsible party’s expense. The District shall not be liable for costs incurred due to noncompliance or failure to use the most current version of the Manual.

3.2 Development Agreement

3.2.1 Purpose

To ensure that new developments within the Granger-Hunter Improvement District's service area are constructed in a manner that protects District infrastructure, maintains water quality, and supports long-term system reliability, the District requires a formal Development Agreement for applicable projects.

3.2.2 Development Agreement Preparation

The District shall prepare and require execution of a Development Agreement for all projects determined by the District Engineer to have potential impacts on water or wastewater infrastructure, including but not

limited to:

- 3.2.2.1 New subdivisions or multi-unit residential developments
- 3.2.2.2 Commercial or industrial facilities
- 3.2.2.3 Projects requiring main extensions, lift stations, or significant utility modifications

The Development Agreement shall outline the responsibilities of the developer and the District, including compliance with the District's Materials and Construction Specifications Manual, design and construction standards, inspection protocols, cost allocations, applicable fees, and restoration of impacted facilities or property. Unless expressly approved otherwise, all costs associated with design, construction, inspection, and restoration shall be borne by the developer.

3.2.3 Legal Review and Updates

The Development Agreement shall be executed by the developer and the District prior to approval of construction plans or service connections. The form of the Agreement shall be reviewed periodically by District Legal Counsel to ensure consistency with current law, engineering standards, and District policies. The most current approved version shall be used as the standard template for all qualifying developments and shall be made available upon request.

3.2.4 Enforcement and Security

The District may require a performance bond, letter of credit, escrow, or other acceptable financial guarantee to secure the developer's obligations under the Development Agreement. Failure to enter into or comply with a required Development Agreement may result in withholding of plan approvals, permits, service connections, or acceptance of constructed facilities, as well as legal enforcement at the developer's expense.

CHAPTER 4

WATER AND WASTEWATER FEES AND CHARGES

4.1 Purpose

The purpose of this Chapter is to establish the policies, procedures, fees, and charges necessary for the District to provide reliable municipal water and sanitary sewer service. These provisions define the types of service fees, impact fees, and other charges; outline the methods of billing, collection, and enforcement; and specify remedies available to the District in cases of delinquency or nonpayment. Collectively, these rules ensure the District can recover costs, maintain and improve facilities, comply with legal obligations, and continue delivering essential water and sewer services to its Customers in a fair and consistent manner.

4.2 Definitions

4.2.1 Returned Check Fee

Any check or electronic payment returned due to insufficient funds, closed account, or other banking error shall incur a Returned Check Fee. The fee amount shall be assessed in accordance with the District's 'Rates and Fees.' Repeated returned payments may result in additional penalties or discontinuation of service.

4.2.2 Administration Cost

The District may assess an Administrative Cost for processing certain customer requests, account changes, or enforcement actions, including but not limited to lien filings, service reinstatements, and special documentation, in accordance with the District's 'Rates and Fees.'

4.2.3 Care Of

A "Care Of" billing arrangement allows the District to send a copy of the utility bill to a tenant or other designated party on behalf of the property owner. This is for convenience only. The legal owner of the Premises remains fully responsible for all charges, fees, and penalties associated with the account, regardless of who receives the bill or makes payment.

4.2.4 Collection Costs

An amount, not to exceed the "Collection costs" limit set forth in UCA 17B-1-904, to reimburse the District for expenses associated with its efforts to collect past due service fees from a Customer.

4.2.5 Tampering & Damages

Customers shall be responsible for any damage to District-owned water system components on or serving their property, including water meters and/or MXUs, meter locks or locking mechanisms, valve boxes lids and meter yokes. Damages include physical destruction, tampering, removal, interference, or cutting or breaking of meter or locking device.

In the event of damage, the District shall assess a trip charge and replacement or repair costs as assessed in accordance with the District's current 'Rates and Fees.' The Customer shall be responsible for full reimbursement of these costs. Failure to pay assessed charges may result in additional penalties, discontinuation of service, or other enforcement actions as authorized by District policy and applicable

law.

4.2.6 New Construction Tampering/Unauthorized Connections

Any tampering with District-owned infrastructure or unauthorized connections to the water or sanitary sewer system during new construction is strictly prohibited. This includes installing jumpers across meter yokes or using water that is not metered, use prior to account activation, bypassing or interfering with meter locks or MXUs, or connecting to District mains or laterals without approval and inspection.

Violations will result in a trip charge, repair or replacement costs, and other fines or penalties in accordance with the District's 'Rates and Fees.'

4.2.7 Default Date

The date on which payment for Service Fees becomes past due.

4.2.8 Past Due Service Fees

Service fees that on or after the Default Date have not been paid.

4.2.9 Delinquent Turn Off Fee

If a customer account becomes delinquent and water service is terminated due to nonpayment, a Delinquent Turn Off Fee shall be assessed. This fee covers the cost of dispatching personnel to disconnect service and shall be charged in accordance with the District's 'Rates and Fees.'

4.2.10 Pre-litigation Collection Letter

Customers with unpaid balances may receive a Pre-litigation Collection Letter prior to formal legal action. This letter serves as final notice and may include an Administrative Fee for preparation and processing in accordance with the District's 'Rates and Fees.'

4.2.11 Interest on Unpaid Balance per Month

Any unpaid balance on a customer account may accrue monthly interest until paid in full, The interest rates shall be applied per the District's 'Rates and Fees' as adopted by the Board of Trustees and in accordance with UCA 17B-1-902.1.

4.2.12 Collection Administration Charge

Accounts referred to for collection and/or lien due to nonpayment may be assessed a Collection Administration Charge to cover the administrative costs associated with preparing, processing, and managing the collection effort, in accordance with the District's 'Rates and Fees.'

4.2.13 Meter Testing Fee

Customers may request a Meter Test if they believe their water usage is being inaccurately recorded. The District will perform the test in accordance with standard procedures. If the meter is found to be functioning within acceptable accuracy limits, a Meter Testing Fee shall be assessed in accordance with the District's 'Rates and Fees.' If the meter is found to be faulty, the fee shall be waived and appropriate adjustments will be made to the customer's account.

4.2.14 Rates and Fees

Rates and Fees are the charges established by the District for water, sewer, and related services. These amounts are reviewed and updated annually as part of the District's budget process and are published in the District's current Rate and Fee Schedule as part of the Annual Budget, adopted by the Board of

Trustees.

4.3 Imposition of Service Fees and Charges

The District shall impose municipal water and sanitary sewer service fees and charges upon each water and sewer service connection for the purpose of: (i) purchasing, using, leasing or obtaining water and sources of water supply; (ii) operating, repairing, maintaining, replacing, rebuilding or making capital improvements to the District Facilities; (iii) establishing and funding a reserve fund to cover major repairs, improvements and replacement of the District Facilities; (iv) paying debt service on bonds, notes, contracts and other obligations of the District; (v) paying insurance on the District Facilities and the District; (vi) complying with local, state and federal laws, ordinances, statutes and regulations governing the ownership, operation and maintenance of the District Facilities; (vii) paying legal and other professional and consulting fees and charges, and (viii) paying and providing for and/or accomplishing all other purposes, items, obligations or services as shall be necessary or desirable to enable the District to provide water and sewer service to its Customers in conformance with State law.

4.4 New Service Sign-Up

4.4.1 New Customers

Customers must apply for water and/or sewer service within 10 business days of occupancy or property transfer. Applications can be submitted at the District office or through the District's online portal. The application must include property information, owner or developer contact details, and any required documentation specified by the District (such as proof of ownership or building permits). A valid Government issued I.D. (Driver's License, Passport, or State I.D) is required to sign up for service. Per Section 4.5.4, the property owner (not lessee) is responsible to sign up for service and to pay the service charges.

Customers are responsible for water and/or sewer service charges from the date the purchase is recorded with Salt Lake County. Failure to apply within the required timeframe may result in penalties or interruption of service. If a new Customer has not signed up for service within 7 days of notification by the District, service may be interrupted.

4.4.2 New Construction/Development

Developers must apply for water and/or sewer service for each individual service connection when they are ready to use water at that location. This ensures accurate billing and compliance with District regulations. No unmetered water shall be used. The developer application process follows the same requirements as standard customers: submit application within 10 business days of readiness for service, provide property and project details, building permits, and proof of ownership, present a valid government-issued ID for the responsible party.

Failure to apply promptly may result in penalties or suspension of service until compliance is achieved. See Section 5.3.1 for additional information.

4.5 Service Fees, Impact Fees, Other Fees and Charges

Service Fees, impact fees and other fees and charges may be established, from time-to-time, by the Governing Board and imposed in conformance with the following:

4.5.1 Water and Sewer Service Fees

Water and Sewer Service fees shall be established by the District and paid by the Customer in conformance with the following:

4.5.1.1 Service Fees: The District shall impose fees for municipal water and sanitary sewer service as follows:

4.5.1.1.1 Water Service Fee: The Water Service Fee shall consist jointly of: (i) a base water availability charge, which shall be due and payable in full whether any water is actually used by the Customer in any one month or not; and (ii) a usage charge which shall be based upon an established rate per gallon for the total quantity of water that passes through each Water Meter Assembly of the Customer through which the Customer is served in any one month. The Water Service rate per gallon upon which the Water Service Fee for each Customer is calculated shall be set by the Governing Board by separate resolution and may be changed from time-to-time all at the discretion of the Governing Board in conformance with the applicable provisions of the Act.

4.5.1.1.2 Sewer Service Fee: The Sewer Service Fee shall consist of two components: an Availability Charge and a Volume Charge.

The Availability Charge is a fixed monthly fee assessed to all active sewer connections to cover the cost of maintaining system readiness and infrastructure.

The Volume Charge is based on the quantity of water used during the winter months (December through April), which is assumed to reflect indoor water use. This average winter water usage shall be used to calculate monthly sewer charges throughout the year.

The rate per gallon for the Volume Charge and the amount of the Availability Charge shall be set by the Governing Board by separate resolution and may be adjusted from time to time at the discretion of the Governing Board, in conformance with the applicable provisions of the Act and the District's Fee Schedule.

4.5.1.1.3 Leakage: As provided in Section 2.18.2 herein, each individual Customer shall bear the sole and separate responsibility for operation, maintenance, repair and replacement of the Customer's Individual Water System as defined in Section 2.2.3 herein. The District shall neither accept nor bear any responsibility for any leaks within the Customer's Individual Water System; therefore, in the event a leak shall occur in a Customer's Individual Water System, the Customer shall nevertheless pay the calculated Water Service Fee and the Sewer Service Fee, as billed by the District, based upon the total quantity of water that passed through each Water Meter Assembly during the billing period, and no credit shall be given for water passing through the Water Meter Assembly that may not have actually been used by the Customer or for sewer that may not have actually been treated by the District for the Customer, due to the existence of any such leak. Notwithstanding the foregoing, an appropriate credit may be given as determined by the District in its sole discretion, as circumstances may dictate.

In cases where a verified leak has occurred and been repaired, District staff may apply a one-time credit to the customer's account. The credit may cover up to 50% of the above-normal water usage resulting from the leak, for up to 3 months of billing. To be eligible for the credit, the Customer must provide verification that the leak has been repaired and enroll in the District's Customer Usage Portal to receive future leak notifications and usage alerts. All adjustments are subject to staff review and approval. Credit amounts shall be calculated based on District records and applied in accordance with the District's current 'Rates and Fees.'

- 4.5.1.2 **Billing:** As authorized pursuant to Section 17B-1-901 of the Act, the Water Service Fee and the Sewer Service Fee (collectively, “Service Fees”), shall be combined into a single consolidated billing statement, and shall be billed monthly or on such other interval as established by the Governing Board, and shall be in addition to all other fees and charges lawfully imposed by the District. The District may establish an electronic billing system and provide for billing and payment pursuant thereto for all or some customers of the District, in its discretion.
- 4.5.1.3 **Delinquencies:** Any bill for Service Fees not timely paid by a Customer shall be deemed delinquent. In the event of a delinquency for non-payment of Service Fees, the District may impose a resumption of service fee, and late charges and interest on any unpaid portion thereof. The amount of any such resumption of service fee, late charge and the interest rate due thereon shall be imposed by separate resolution of the Governing Board, which may be revised from time-to-time at the discretion of the Board. A delinquency may subject a Customer to termination of service as provided in Section 4.7 herein.

4.5.2 Impact Fees

The District, in its discretion, may impose Impact Fees which shall be levied by the District and paid by the Customer, as required pursuant to an impact fee schedule to be promulgated by the District, from time-to-time, in conformance with and subject to the provisions of the Utah Impact Fees Act, '11-36-101 *et seq.*, Utah Code Ann. (1953), as amended.

4.5.3 Other Fees and Charges

The District may, from time-to-time, impose such other fees and charges as the Governing Board may determine to be necessary, as authorized by, and imposed in conformance with and subject to the requirements of the Act.

4.5.4 Responsibility for Service Fees

The legal owner of any rented or leased Premises receiving municipal water and sanitary sewer service from the District (“Landlord”) shall be responsible to the District for payment of all Service Fees and other fees and charges for services to the Premises. The District shall bill the Owner, and not the tenant or lessee of any rental property, for said water and sewer service.

- 4.5.4.1 **Exception – Building Ownership Without Land Ownership:** In cases where the tenant or lessee is the legal owner of the building located on the Premises but does not own the underlying land, the District may, at its discretion, allow the building owner to be the account holder and assume responsibility for payment of Service Fees. Such arrangements must be documented and approved by the District in accordance with its account setup procedures.
- 4.5.4.2 **Exception – Commercial Tenants Under Investment Ownership:** Where the Owner is an investment company or similar entity that leases commercial space, the District may allow the commercial tenant, at its discretion, to establish a utility account in their name and assume responsibility for payment of Service Fees, subject to District approval and verification of lease terms.
- 4.5.4.3 **Care Of Billing Option:** At the request of the Landlord, the District may issue a “Care Of” bill to a tenant or lessee for convenience in payment. This billing arrangement does not transfer financial responsibility to the tenant. The Landlord remains fully liable for all charges, fees, and penalties associated with the account, regardless of who receives the bill or makes payment.

- 4.5.4.4 **Vacant Premises.** If there remains an unpaid balance on any Service Fee or other fee or charge lawfully imposed, upon the vacation of the Premises being served by a renter, lessee or other occupant, the District shall terminate water service until the delinquent account has been paid in full, together with interest, penalties and costs of collection including reasonable attorney's fees, and the resumption of service fee imposed by the District. The District may also terminate water service to a vacant leased Premises in order to prevent freezing or other damage to the Owner's property or the District's Main Water System.
- 4.5.4.5 **Notice of Termination to Tenant.** In the event a Landlord is delinquent in the payment of Service Fees in connection with any leased Premises, the District shall provide notice to the tenant of the rental property or tenant of each unit within the rental property that the Landlord is delinquent in the payment of Service Fees and that water service to the rental property may be terminated for non-payment thereof.

4.5.5 Military Discount Program

The District shall grant a credit for water and wastewater service fees for up to 50% of the monthly billing for residents of the District who are members of the National Guard or Reservists who have been activated to full-time military duty and deployed out-of-state.

- 4.5.5.1 In order to qualify for the credit, the resident must be responsible for the utility bill (or spouse of responsible party), and the person activated must be a resident of the District.
- 4.5.5.2 Eligibility shall be established by the person, or family member, by providing a copy of the United States military activation papers to the District office showing deployment and dates of service.
- 4.5.5.3 An eligible person shall remain qualified for a period of up to six months and will not automatically renew. After this six-month period expires, the person or family member can re-qualify for the credit as stated above.
- 4.5.5.4 This discount program shall not be available to employees of the District.

4.6 Certification of Lien for Delinquencies

4.6.1 Certification

Pursuant to and in conformance with the provisions of Utah Code Section 17B-1-902, any unpaid Service Fees and charges, including reasonable attorney's fees incurred through collection, may be certified by the Clerk of the District to the treasurer of Salt Lake County; whereupon, the amount of delinquent Service Fees and charges, together with accrued interest and penalties thereon, and attorney's fees, shall immediately upon certification become a lien on the delinquent Premises on a parity with but separate and distinct from a property tax lien, and shall be collectible at the same time and in the same manner as general property taxes are a lien on the Premises and are collectible. All methods of enforcement available for the collection of general county property taxes, including sale of the Premises, shall be available for the collection of delinquent Service Fees and charges.

4.6.2 New Owner

A lien under this Section is not valid if the District makes the certification as provided above after the filing for record of a document conveying title of the Customer's property to a new owner.

4.6.3 Exceptions

Nothing in this Section may be construed to:

- 4.6.3.1 waive or release the Customer's obligation to pay fees and charges imposed by the District;
- 4.6.3.2 preclude a certification of a lien with respect to past due fees for services
- 4.6.3.3 nullify or terminate a valid lien.

4.6.4 Release

After all amounts owing under a lien established as provided herein have been paid, the District shall file for record in the Salt Lake County Recorder's office a release of lien.

4.6.5 Sale

Unless a valid lien has been established as provided in Section 4.6, has not been satisfied, and has not been terminated by a sale as provided in Section 17B-1-902(2), the District may not:

- 4.6.5.1 use a customer's failure to pay for water and sewer services provided to the Customer's Premises as a basis for not furnishing water or providing sewer service to the Premises after ownership of the Premises is transferred to a subsequent owner, or
- 4.6.5.2 require an owner to pay for water that was furnished or sewer service that was provided to the Premises before the owner's ownership.

4.7 Termination of Service

4.7.1 Termination of Service Upon Request of Owner

- 4.7.1.1 Service to any Premises being served by the District may be terminated by the Owner upon request to the District. Upon receipt of said request, service to the Premises shall be terminated and remain terminated unless and until: (i) the Owner notifies the District, in writing, that service to the Premises is to be reinstated in conformance with the provisions of Section 4.8 hereof, or (ii) a successor owner of the Premises executes a new service agreement.
- 4.7.1.2 In conformance with Utah law, a Landlord shall not be authorized to utilize District water and the threat to terminate or the termination of water service to any rental property or rental unit within a rental property as a means of enforcing the collection of delinquent rent from the tenant of the property or unit being served by the District

4.7.2 Termination of Service for Non-Payment of Service Fees and Charges

- 4.7.2.1 In addition to and/or in lieu of certification of a lien for delinquent and unpaid service fees and charges as provided in Section 4.6, pursuant to and in conformance with the provisions of Section 17B-1-902 of the Act, in the event of non-payment of Service Fees and/or other fees and charges imposed by the District, the District may initiate proceedings to terminate water service to the delinquent Premises, and the District shall refuse to restore water service unless and until all delinquent Service Fees, together with accrued interest thereon and a resumption of service fee have been paid in full.

- 4.7.2.2 Prior to terminating water service to the Premises, the District shall provide written notice of the delinquency to the Customer, pursuant to which the Customer shall be given an opportunity to cure the default. The Customer may request a hearing of the Governing Board regarding any such delinquency, and petition for the resumption of services without payment of any resumption of service charges due and owing as a result of the delinquency. In the event a delinquency is not cured within the period provided for in the notice, the District shall certify the past due balance to the treasurer of the county or terminate water service to the Premises. Certified accounts will be assessed a delinquent administrative charge plus, the County Treasurer may add additional interest and penalties until the balance is paid in full. In the event water service is terminated, the Customer shall be required to pay a resumption of service fee in conformance with the provisions of Section 4.9 in addition to curing the delinquencies as a condition to the resumption of water service to the Premises.
- 4.7.2.3 In the event a secondary or emergency contact person is identified on the Water Service Application and Agreement for a Premises receiving water service, the District shall not certify a lien in conformance with the provisions of Section 2.14 or terminate water service in conformance with the provisions of Section 4.7 unless and until the District has attempted to notify the secondary or emergency contact of the District's intent to certify the lien or terminate service, using the contact information set forth in the Water Service Application and Agreement for the Premises.

4.7.3 In the Event of Contamination

In the event the District, as a result of water sampling, has reasonable cause to believe that the municipal water supply of the District is being contaminated, in any way, from the Premises, the District may temporarily terminate water service to the Premises until the source of the contamination has been removed and/or the contamination or threat of contamination has been rectified to the satisfaction of the District; whereupon, water service to the Premises shall be restored pursuant to Section 4.8.

4.8 Reinstatement of Service

Service to a Premises in which water service has been terminated pursuant to Section 4.7 above shall only be reinstated by duly authorized District personnel. Turning on water that has been turned off by order of the District by anyone other than authorized District personnel is strictly prohibited. A tampering charge shall be assessed and/or court action may be taken for any unauthorized turn-on, turn-off of District water, theft of District water, or tampering or vandalizing any of the District Facilities. The Customer shall further pay and be responsible for any unauthorized use of water at the Premises, if any, during the period of termination, pursuant to the District's "Rates and Fees."

4.8.1 Before service is restored, the Customer must:

- 4.8.1.1 Pay all outstanding balances in full, including past-due charges, penalties, and applicable fees.
- 4.8.1.2 Pay any tampering charges or costs for unauthorized use, if assessed.
- 4.8.1.3 Comply with all District requirements and provide access for meter inspection or repair if necessary.

4.9 Requirements for Collection of Delinquent Service Fees and Charges

4.9.1 Terms and Provisions

The terms and provisions of this Section 4.9 are set forth pursuant to and are in conformance with the terms and provisions of Section 17B-1-904, of the Act.

4.9.2 Customer Liability

A Customer is liable to the District for Past Due Service Fees and Collection Costs if:

- 4.9.2.1 the Customer has not paid Service Fees before the default date;
- 4.9.2.2 the District has attempted to contact the secondary or emergency contact in conformance with the provisions of Section 4.7.2.3 herein.
- 4.9.2.3 the District mails the Customer notice as provided in Subsection 4.9.4;
- 4.9.2.4 the Past Due Service Fees remain unpaid 15 days after the District has mailed notice to the Customer as provided herein.

4.9.3 Recovery

If the Customer has not paid the District the Past Due Service Fees and Collection Costs within 30 days after the District mails notice, the District may make an offer to the Customer that the District will forego filing a civil action under Subsection 4.9.5 if the Customer pays the District an amount that:

- 4.9.3.1 consists of the Past Due Service Fees, Collection Costs, Pre-litigation Damages, and, if the District retains an attorney to recover the Past Due Service Fees, a reasonable attorney fee not to exceed \$50; and
- 4.9.3.2 if the Customer's Premises is residential, may not exceed \$100.

4.9.4 Mailed Notice

Each notice under Subsection 4.9 shall be in writing, be mailed to the Customer by the United States mail, postage prepaid; notify the customer that if the Past Due Service Fees are not paid within 15 days after the day on which the District mailed notice, the Customer is liable for the Past Due Service Fees and Collection Costs; and the District may file a civil action if the Customer does not pay the Past Due Service Fees and Collection Costs to the District within 30 calendar days from the day on which the District mailed notice.

- 4.9.4.1 The notice shall be in substantially the following form:

Date: _____
To: _____
Service address: _____

Account or invoice number(s): _____
Date(s) of service: _____
Amount past due: _____

You are hereby notified that water or sewer service fees (or both) owed by you are in default. In accordance with Section 17B-1-902, Utah Code Annotated, if you do not pay the past due amount within 15 days from the day on which this notice was mailed to you, you are liable for the past due amount together with collection costs of \$20.

You are further notified that if you do not pay the past due amount and

the \$20 collection costs within 30 calendar days from the day on which this notice was mailed to you, an appropriate civil legal action may be filed against you for the past due amount, interest, court costs, attorney fees, and damages in an amount equal to the greater of \$100 or triple the past due amounts, but the combined total of all these amounts may not exceed \$200 if your property is residential.

(Signed) _____
Granger-Hunter Improvement District
[Address]
[Telephone number]

- 4.9.4.2 Written notice under this Section is conclusively presumed to have been given if the notice is properly deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested; and addressed to the customer at the Customer's address as it appears in the records of the District, or last-known address.-

4.9.5 Civil Action

The District may file a civil action against the Customer if the Customer fails to pay the Past Due Service Fees and Collection Costs within 30 calendar days from the date on which the District mailed notice as set forth above.

- 4.9.5.1 In a civil action, a Customer is liable to the District for an amount that consists of Past Due Service Fees, Collection Costs, interest, court costs, a reasonable attorney fee, and damages; and if the Customer's Premises is residential, may not exceed \$200.

If the District files a civil action under this Subsection before 31 calendar days after the day on which the District mailed notice, a Customer may not be held liable for an amount in excess of past due service fees.

- 4.9.5.2 The District may not file a civil action under this Subsection unless the Customer has failed to pay the Past Due Service Fees and Collection Costs within 30 days from the day on which the district mailed notice.
- 4.9.5.3 All amounts charged or collected as Pre-litigation Damages or as damages shall be paid to and be the property of the District and may not be retained by any other person. The District may not contract for a person to retain any amounts charged or collected as pre-litigation Damages or as damages.

4.9.6 Relief

This section shall not be construed so as to limit the District from obtaining relief to which it may be entitled under other applicable statutes or causes of action.

4.10 Bankruptcy Policy

In the event a customer files for bankruptcy and the District receives formal notice from the bankruptcy court, the following provisions shall apply:

4.10.1 Discharge of Pre-Filing Balances

All unpaid balances accrued prior to the bankruptcy filing date shall be forgiven, provided the customer: pays a \$75 assurance deposit to the District, or establishes a qualified escrow or assurance account with a balance equal to or greater than \$75 (set up by 3rd party Guarantor), accessible to the District as adequate

assurance of payment. Once these conditions are met: water and wastewater service will not be suspended due to the pre-bankruptcy balance. The District will not file a lien for any amount discharged in the bankruptcy.

4.10.2 Post-Filing Obligations

The customer remains responsible for all charges incurred after the bankruptcy filing date. Failure to pay post-filing bills may result in service termination in accordance with District policy.

4.10.3 Bankruptcy Types and Utility Implications

- 4.10.3.1 Chapter 7 – Liquidation. Most unsecured debts, including water and sewer charges, are fully discharged. No repayment is required for pre-filing balances. The District requires a \$75 assurance deposit to continue service. Service must be maintained for 20 days post-filing unless adequate assurance is provided.
- 4.10.3.2 Chapter 13 – Wage Earner’s Plan. Debts are reorganized into a 3–5 year repayment plan. Utility debts may be partially repaid, with remaining balances discharged at plan completion. The District may still require a \$75 assurance deposit for continued service. Service must be maintained for 20 days post-filing unless adequate assurance is provided.
- 4.10.3.3 Chapter 11 – Business Reorganization. Typically used by businesses or individuals with substantial assets. Debts are restructured under a court-approved plan. The District may require a \$75 assurance deposit or escrow equivalent. Service must be maintained for 30 days post-filing unless adequate assurance is provided.

4.11 Other Remedies Available

The aforesaid remedies set forth in this Section CHAPTER 4 shall be in addition to, and not in lieu of, any and all other remedies legally available to the District, at law or in equity, for the collection of delinquent Service Fees and charges.

CHAPTER 5

WATER SYSTEMS

5.1 Purpose

The purpose of this Chapter is to establish and define the rules, procedures, and standards applicable to the provision, use, conservation, and protection of the water system within the Granger-Hunter Improvement District ("District"). These rules are designed to ensure efficient service delivery, safeguard public health and welfare, promote responsible water use, and ensure long-term sustainability of water resources.

5.2 Definitions

For the purposes of this Chapter, the following definitions shall apply:

5.2.1 District

Refers to the Granger-Hunter Improvement District, including its employees and authorized representatives.

5.2.2 Customer

Any individual, partnership, corporation, governmental entity, or other party receiving water service from the District.

5.2.3 Meter

A device installed and maintained by the District to measure the volume of water delivered to a customer's premises.

5.2.4 Conservation

The responsible and efficient use of water intended to reduce waste and preserve water resources.

5.2.5 Emergency

Any condition or event—such as a system failure, contamination incident, or natural disaster—that threatens public safety or the operational integrity of the water system.

5.2.6 Drought

A sustained period of below-normal precipitation resulting in decreased water supply and potential delivery limitations.

5.3 Meters, Meter Reading, and Maintenance

All water services furnished by the District shall be equipped with meters, which remain the property of the District. These meters shall be installed, maintained, and replaced by District personnel as required. Meter readings will be conducted regularly to ensure accurate billing and water usage tracking. Customers must maintain unobstructed access to meters at all times and shall not tamper with or bypass metering equipment. Any such interference is strictly prohibited and may result in penalties, including service disconnection and legal action. Customers shall be liable for damages to District-owned meters arising from negligence, misuse, or unauthorized access.

5.3.1 Water Used in Building Construction to be Metered

When a building is to be constructed, the applicant must request a service connection in the standard manner per Section . All water used during construction shall be metered and billed at the District's regular water usage rates. No additional monthly service charges or fees will apply during this period.

5.3.2 Water Use Conditions

No person shall draw water from District mains except through an approved meter or a temporary fire hydrant meter for authorized construction purposes, unless acting in the course of employment as a District employee or firefighter.

5.3.3 Interfering with Meter Prohibited

It is unlawful for any person by himself or herself, family, servants or agents, to open, interfere with, injure, deface or in any way impair the workings of any water meter.

5.3.4 Removing Meter Prohibited

It is unlawful for any person other than a duly authorized employee of the District to remove any water meter from any premises. Such removal shall constitute a tamper fee and be subject to the District's penalties.

5.3.5 Turnoff Allowed for Emergency Repairs

Customers shall contact the District to turn off meters for necessary repairs. In case of emergency leaks or other accidents damaging service pipes and/or property, or other apparatus connected with the District's water system, plumbers may shut off the water at the meter to make necessary repairs.

5.4 Subdivisions and Private Water Service

5.4.1 Approval Required Prior to Extension of Water Mains

No water mains or pipes shall be laid nor shall permission be given to lay water mains or pipes to supply water from the waterworks system of the District to the occupants of any plat, addition or subdivision of any block, lot or tract of ground within the District's service boundaries, unless the plat, addition or subdivision shall have been approved by the District.

5.4.2 Private Water Service Permit Requirements

When permission is granted by the District to any person to put in a private water service, the whole cost of installing the same shall be paid by the persons obtaining such permission. All such water services shall be maintained and kept in good repair by the owners and users thereof, at their own cost and expense. In all cases an approved valve and other facilities and control equipment shall be installed at a location approved by the District for each separate premises, and subject to District Materials and Construction Specifications in Section 3.1

5.4.3 Unauthorized Connection to Private Pipeline

Should anyone connect to a private pipeline which is connected to a District main without authorization from the District, water may be shut off at the main until an application is approved and all costs and charges, including the expense of shutting off and turning on, is paid.

5.5 Water Quality

The District is committed to providing safe, high-quality drinking water in compliance with all State and

Federal regulations, including those established by the Utah Division of Drinking Water (DDW) and the U.S. Environmental Protection Agency (EPA).

5.5.1 Testing and Monitoring

The District conducts routine water quality testing as required by DDW rules and the Safe Drinking Water Act. All sampling and analysis are performed by certified personnel using DDW-authorized laboratories to ensure accuracy and compliance. Testing includes monitoring for microbiological contaminants, chemical parameters, and other regulated substances.

5.5.1.1 If routine sampling identifies a potential water quality issue, the District will immediately follow all DDW procedures for confirmation, reporting, and corrective action. This includes resampling, notifying DDW within required timeframes, and implementing public health advisories such as boil water notices when directed. The District will communicate with customers promptly using multiple channels and will take all necessary steps to restore compliance and protect public health.

5.5.2 Consumer Confidence Reports (CCR)

In accordance with DDW and EPA requirements, the District prepares and publishes an annual Consumer Confidence Report summarizing water quality data, sources of supply, and compliance status. This report is made available to all customers by July 1 each year and is posted on the District's website. A certification letter confirming distribution is submitted to DDW annually. Customers are encouraged to review the annual CCR and contact the District with any questions regarding water quality or safety.

5.5.3 Emergency Water Quality Measures

In the event of contamination or other water quality emergencies, the District will follow DDW directives, including issuing public notices and implementing boil water orders when necessary. Notifications will be provided promptly through multiple channels, including the District website, email, text alerts, and coordination with local media.

5.5.4 Regulatory Compliance and Continuous Improvement

The District adheres to all applicable Utah and Federal drinking water standards and updates its procedures as regulations evolve. Staff shall receive ongoing training to maintain compliance and ensure rapid response to any water quality concerns.

5.6 Fire Hydrants

Fire hydrants within the District are designated exclusively for firefighting purposes and other uses expressly authorized by the District. Unauthorized operation, connection to, or tampering with fire hydrants is prohibited and may be subject to legal and financial penalties. The District, in coordination with local fire protection agencies, shall conduct regular inspections and maintenance of public fire hydrants, to ensure that hydrants are functional and readily available for emergency use. All private fire hydrant maintenance shall be the responsibility of the property owner. The District reserves the right to require the property owner to make repairs to leaking or damaged private fire hydrants at the owner's expense.

5.6.1 Metering of Fire Lines

Should water be used through unmetered fire lines or fire lines with detector meters or fire lines having only outside fire hydrants attached for other than fire purposes, the District may require the disconnection of the fire system until adequate payment is made for use of the water, and that an approved meter be

installed upon the fire system at the owner's expense, and no water shall be delivered to such fire system until such meter is paid for and installed and the estimated unmetered water used is paid for. The type of meter installation shall be in accordance with Section 3.1.

5.6.2 Repair and Replacement of Fire Hydrants

The District shall be responsible for the maintenance and replacement of all fire hydrants within public right-of-way and/or deemed as public. Private fire hydrants shall be the responsibility of the property owner.

5.6.3 Fire Hydrants Access for Fire Department

The fire department shall at all times have free and unobstructed access to all fire hydrants. All obstructions to the proper operation of fire hydrants shall be removed at the owner's expense. In accordance with West Valley City Municipal Code and adopted International Fire Code amendments (Section 503.4), property owners must ensure hydrants remain clear and accessible for fire apparatus at all times. Parking, landscaping, or any other activity that obstructs hydrant access is prohibited. Failure to comply may result in enforcement actions as outlined in City ordinances.

5.6.4 Fire Hydrants Use by Contractors

The District may authorize the use of water from fire hydrants by contractors performing work within the District's service area. Contractors must submit a completed Temporary Fire Hydrant Use Permit Application and pay all applicable deposits, fees, and charges. Upon approval, the applicant will be issued a temporary fire hydrant meter and shall be required to comply with all terms and conditions outlined in the permit, including any specific operational, backflow prevention and/or cross-connection control requirements established by the District. Failure to follow the terms and conditions shall lead to the permit being revoked and/or fines assessed.

5.6.5 Fire Hydrant Meter Deposit and Water Charges

A hydrant meter shall be furnished by the District's Engineering Department to approved fire hydrant permit holders. This meter must be returned to the engineering department promptly upon completion of water use. A minimum deposit will be required from the applicant to guarantee payment of all water used, inspection fees, and ensure the return of the meter in good condition. The applicant shall reimburse the District for its cost to repair damaged meters or replace lost meters per the District's 'Rates and Fees.' Costs incurred for water use and inspections shall be deducted from the applicant's deposit per the Permit. If charges exceed the amount of the deposit, the applicant shall be liable for the additional balance and must remit payment upon notification. All water used through the hydrant meter shall be billed at the District's current commercial rate.

5.6.6 Fire Hydrant Use

The applicant must close the hydrant and disconnect the cutoff valve from the hydrants when not using the water, thereby leaving the hydrants free and clear for use by the fire department.

5.6.7 Fire Hydrant Damage

Any damage to the District's fire hydrant or hydrant meter after release to the applicant and prior to return must be paid for by the applicant, and the permit of said applicant may be revoked at once by the District upon applicant's failure to strictly comply with the rules and regulations of the District governing the use of water from fire hydrants.

5.6.8 Unauthorized Fire Hydrant Use

It is unlawful for any person, other than those duly authorized, to open or operate any fire hydrant or to tamper or interfere with or attempt to draw water therefrom, or in any way to obstruct the approach thereto.

5.6.9 Unauthorized Use of Hydrant or Valve Equipment

It is unlawful for any person(s), without proper authority, to utilize a wrench for a fire hydrant on District fire hydrants or a valve key on a District valve.

5.6.10 Fire Hydrants Requirements for Developments

The owner, builder, and/or developer of any development located within the District boundaries shall install, at their sole expense, all fire hydrants required by the applicable Fire Code and at the locations specified therein.

5.6.10.1 Additionally, where the development is located on private property and the streets containing water mains and said hydrants are not conveyed or otherwise dedicated to the District, the owner, builder and/or developer(s) shall be and remain solely liable for all claims arising therefrom and responsible for the complete maintenance and operation of all mains and fire hydrants within the development. Where such street containing water mains and hydrants is later conveyed or otherwise dedicated to and accepted by the District, the owner, builder and/or developer(s) shall, at their sole expense, maintain said mains and fire hydrants for a period of one year from the date of written acceptance thereof by the city.

5.6.10.2 Fire hydrant location and spacing shall comply with the requirements of the Utah State Fire Code (including IFC Section 507 and Appendix C as adopted) and any applicable local fire authority standards, in addition to complying with the District's "Materials and Construction Specifications" per Section 3.1.

5.6.11 Flow Testing of Hydrants

Developers and contractors are responsible for performing flow tests as part of the design and approval process for new construction projects. Flow tests are required to verify available water supply and pressure for fire protection and system design compliance. The District can provide results from its hydraulic computer model upon request; however, these results are for reference only and shall not be used as a substitute for actual flow testing or final design decisions.

5.6.11.1 Prior to conducting any flow test, the developer or contractor must obtain written approval from the District. This ensures proper coordination, protection of District infrastructure, and compliance with testing standards. Unauthorized flow testing is strictly prohibited and may result in penalties or delays in project approval.

5.6.11.2 All flow tests must be scheduled in advance, performed under District oversight when required, and documented with results submitted to the District for review. The District reserves the right to require retesting if procedures are not followed or results are incomplete.

5.7 Valves

5.7.1 District Valves

All valves on the District's side of the water meter and/or connected to a public water main and that impacts the operation of the public water main, are owned by the District and for use only by the District employees or District contractors as authorized by the District. Such valves shall not be used, or in any way tampered with, by the customer or any agent or contractor of the customer, unless authorized by the

District.

5.7.2 Shut-off Valve Required

The customer shall install a suitable shut-off valve(s) on the service extension outside of the District's meter appurtenances that will shut off all service to the premises.

5.7.3 Pressure-Reducing Valve Recommended

The District advises that water system pressure is subject to fluctuation and may vary at any time due to operational or other conditions. The District expressly disclaims any responsibility or liability for damage, loss, or injury to persons or property arising from or related to changes in water pressure, regardless of cause. Customers are responsible for protecting their plumbing systems and are strongly advised to install and maintain a properly functioning pressure-reducing valve on their service line. All installations, maintenance, and repairs shall be performed in compliance with the Utah Plumbing Code.

5.8 Water Conservation

The District encourages all customers to adopt and maintain water-efficient practices to support responsible water management. To aid these efforts, the District may issue conservation guidelines, educational resources, and best practices. Customers are expected to adhere to seasonal watering schedules and comply with any temporary restrictions. The use of water-efficient fixtures, appliances, and irrigation systems is strongly encouraged to minimize waste and promote long-term conservation.

5.8.1 Water Conservation Plan

The District shall maintain a formal Water Conservation Plan aligned with applicable state and regional standards. This Plan outlines strategies for reducing per capita water use, improving system efficiency, and fostering customer participation in conservation initiatives. The District may also offer incentive programs and establish partnerships to encourage the use of water-saving technologies and practices. This plan shall be revised and adopted every 5 years. The plan is available for the public on the District's website.

5.8.2 Drought Contingency Plan

This Drought Contingency Plan will assist in recognizing the early stages of drought, understanding drought impacts and developing plans to hedge against reduced water supplies. The District has developed this plan to foster long-term resilience to drought by analyzing potential water supply reductions, better understanding customer reactions to drought levels, and to plan for and develop projects to protect against long-term drought.

Due to the potential for supply reductions, the District has determined a strategy for reducing demand and increasing its drought-resilient supply by accessing additional groundwater resources. The District owns additional groundwater rights that can be utilized to make up for a supply shortage.

During a drought, the District will implement one of 5 Drought Levels:

Level 0: Education and Public Awareness of water use within the District's boundaries, and a focus on water loss reduction. This is the default level unless additional restrictions are warranted.

Level 1: Voluntary water conservation, including suggestions for outdoor irrigation and additional public outreach.

Level 2: Voluntary time of day, watering frequency and/or other voluntary water restrictions, in addition to public outreach.

Level 3: Mandatory time of day, watering frequency and/or other voluntary water restrictions, in addition

to public outreach. Temporary increases to Tier III and IV water rates.

Level 4: Emergency water use restrictions, including bans on certain types of outdoor irrigation and a reduction to the size of Tier III.

Drought Level 0 is always in effect unless the Board chooses to implement a higher level.

5.8.3 Continuous Flow Plan

The District actively works with customers to identify and address continuous water flow conditions, which may indicate leaks or malfunctioning equipment. Continuous flow is defined as water usage that does not cease for an extended period, typically detected through meter readings or automated monitoring systems. Participation in the Continuous Flow Plan helps conserve water, protect infrastructure, and reduce costs for both the customer and the District.

When continuous flow is identified, the District will make reasonable efforts to notify the customer promptly using available contact information. Notifications may include phone calls, emails, or automated alerts. Customers are encouraged to respond quickly and take corrective action to prevent water loss, property damage, and unnecessary charges. The District may also provide resources or guidance to assist customers in locating and repairing leaks. Per Section 4.5.1.1.3, a one-time credit for a portion of the water lost in a leak may be given by the District.

5.9 Emergency Situations

In the event of an emergency affecting the water system, such as contamination, infrastructure failure, or natural disaster, the District reserves the authority to implement temporary restrictions, shutoffs, or other measures necessary to protect public health and preserve service functionality. In the event of any emergency, the District shall have the right, power and authority to turn off the water from any service, main or mains of the water system of the District without notice. Customers shall comply fully with all emergency directives issued by the District.

5.9.1 Notification

Notification shall be provided as promptly as circumstances allow, and efforts will be made to restore standard operations in a timely and safe manner. Notification, depending on severity, shall use one or more of the following methods: door notices or in-person notification, automated phone, e-mail or text alerts, public announcements via the District website and/or social media, and/or coordination with local emergency management and news outlets. Often, no notice is possible due to the time-critical nature of water and/or wastewater system emergencies.

5.9.2 General Manager Authority

The General Manager shall have the power or authority to determine when an emergency exists, and such determination shall be final until revised at a meeting of the District Board of Trustees.

5.9.3 Emergency Response Plan

The District maintains a comprehensive Emergency Response Plan designed to address water system emergencies such as contamination events, infrastructure failures, cybersecurity threats, and natural disasters. This plan is updated regularly to ensure compliance with all applicable State and Federal regulations, including public health and safety standards. The Emergency Response Plan serves as the guiding document during any emergency situation and outlines procedures for communication, resource allocation, and system restoration. District personnel receive ongoing training and conduct periodic drills to ensure readiness and effective implementation. During an emergency, the District will follow the

protocols established in the plan to minimize service disruption and protect public health.

5.10 Wasting of Water Prohibited

Water waste is strictly prohibited. Wasteful practices include, but are not limited to, allowing culinary water to run onto sidewalks, streets, or neighboring properties; overwatering landscaping to the point of runoff or pooling; and failing to repair visible leaks or broken plumbing. Customers engaging in such practices may be subject to warnings, administrative penalties, fines, and/or suspension of service.

CHAPTER 6

BACKFLOW

6.1 Purpose

In order to give the public reasonable assurance that the water being consumed is satisfactory, the governing board of the Utah Division of Drinking Water, by authority of the Safe Drinking Water Act, Title 19, Chapter 4 of the Utah Code, and pursuant to the Utah Administrative Rulemaking Act, Title 63, Chapter 46a of the Utah Code, has promulgated administrative rules governing the design, construction, operation and maintenance of public drinking water systems (the “Rules”). Section R309-105-12 of the Rules requires that public water suppliers impose regulations to control cross-connections and prevent Backflow within the System in compliance with the requirements of Chapter 10 of the Utah Plumbing Code. This regulation is imposed in conformance with the requirements of the Rules.

This regulation is enacted to accomplish the following purposes:

6.1.1 Protect Drinking Water Supply

To protect the public drinking water supply of the District from the possibility of contamination by requiring cross-connection and Backflow control protection in conformance with the Rules. Compliance with the minimum safety requirements of the Rules will be considered reasonable and due diligence in preventing the Backflow of contaminants into the System.

6.1.2 Elimination of Cross Connections

To promote the reasonable elimination or control of cross connections within the piping and plumbing fixtures of the Customer’s Individual Water System, as defined herein, pursuant to the requirements of the Rules.

6.1.3 Administration of Program

To provide for the administration of a continuing program of cross-connection and Backflow prevention which will systematically examine the risk and effectively prevent the contamination of the District’s public drinking water within the System, as defined below.

6.2 Definitions

6.2.1 Auxiliary Water Supply

Any water supply on or available to the Premises other than through the System. An Auxiliary Water Supply may include water from another purveyor’s public potable water supply or any natural source such as a well, spring, river, stream, etc., and shall include “used waters” and “industrial fluids.” An Auxiliary Water Supply may be contaminated or polluted or it may be objectionable and constitute an unacceptable water source over which the Program Administrator has no authority for sanitary control.

6.2.2 Backflow

The reversal of the normal flow of water caused either by back-pressure or back-siphonage.

6.2.3 Backflow Prevention Assembly

An assembly or means designed to prevent Backflow which is accepted by the Utah State Department of Environmental Quality, Division of Drinking Water, as meeting an applicable specification or as suitable for the proposed use. Specifications for Backflow Prevention Assemblies are contained within the International Plumbing Code (IPC) Chapter 6, Section 608, and in the Rules.

6.2.4 Back-Pressure

The flow of water or other liquids, mixtures, or substances from a region of high pressure to a region of lower pressure into the water distribution pipes of a potable water supply system from any source other than the intended source.

6.2.5 Back-Siphonage

The flow of water or other liquids, mixtures, or substances under vacuum conditions into the distribution pipes of a potable water supply system from any source other than the intended source, caused by the reduction of pressure in the potable water system.

6.2.6 Certified Backflow Assembly Tester

A Certified Backflow Tester is an individual who holds a valid Backflow Assembly Tester Certificate issued under Utah Administrative Code R309-305 by the Utah Division of Drinking Water (DDW). To obtain certification, the individual must successfully complete an approved training course, pass a written examination, and demonstrate competence through a performance examination for testing backflow prevention assemblies (including pressure vacuum breakers, spill-resistant vacuum breakers, double check valve assemblies, and reduced pressure principle assemblies). Certification is valid for three years and may be renewed by meeting Utah DDW requirements. Only Certified Backflow Assembly Testers are authorized to perform official testing and submit legal documentation of backflow prevention assembly compliance for the District.

6.2.7 Contamination

A degradation of the quality of the potable water supply by sewage, industrial fluids or waste liquids, compounds or other materials or substances that may create a health hazard.

6.2.8 Cross Connection

Any physical connection or arrangement of piping or fixtures which may allow non-potable water including, without limitation, industrial fluids or waste liquids, compounds or other materials or substances of questionable quality to come into contact with potable water inside a water distribution system. This shall include, but not be limited to, temporary conditions such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change-over devices, sliding multiport tubes or any other such plumbing arrangements.

6.2.9 Customer's Individual Water System

The water service lateral pipeline, and all valves, pumps and related equipment and facilities utilized by the Customer in receiving water service from the District for the Customer's Premises, commencing at the point of the connection of the Customer's service lateral with the System.

6.2.10 System

All diversion and collection works, springs, wells, treatment facilities, pumps, lift stations, service meters, main water transmission and distribution pipelines, hydrants, reservoirs, tanks and any and all related equipment, facilities, and other appurtenances owned by or under the control of the District which are utilized in providing water service to the Customers, terminating at the point of connection with the

Customer's Individual Water System.

6.2.11 Program Administrator

The designated individual within a water system who manages and enforces the cross-connection control and backflow prevention program. This role includes developing policies and procedures, ensuring compliance with state and federal regulations, maintaining records of backflow prevention assemblies and testing, coordinating with certified testers and customers, conducting inspections and surveys to identify cross-connections, ensuring corrective actions are taken, and providing education and outreach. The Program Administrator serves as the primary authority and contact for ensuring the backflow program effectively protects the potable water system. They shall be certified as a "Cross Connection Control Program Administrator" by the State of Utah DDW.

6.3 Responsibility; Vesting of Authority

The District shall be responsible for the protection of the drinking water distribution system from the foreseeable conditions leading to the possible contamination or pollution of the drinking water system due to the Backflow of contaminants or pollutants into the drinking water supply. In order to accomplish the purposes of this resolution, the Program Administrator is hereby vested with the authority and responsibility to implement an effective cross connection and Backflow prevention control program in conformance with the provisions of these rules and regulations and to enforce the same.

6.4 Regulations

6.4.1 Customer Compliance

A Customer's Individual Water System shall not be allowed to be connected to the System, and no existing connection to the System shall be allowed to be maintained, unless the public water supply of the District is protected as required by the Rules and these rules and regulations.

6.4.2 Inspection and Survey

The Customer's Individual Water System shall be sufficiently open and available, at all reasonable times, in order to allow the District to inspect and conduct periodic and random system surveys to determine whether cross-connections or other structural or sanitary hazards, including violation of this resolution, exist and to audit the results of the required survey (R309-105-12 of the Utah Administrative Code).

6.4.2.1 The District shall schedule and notify all Customers, in writing, of regularly scheduled inspections and surveys; however, the District may also conduct spot surveys, without notice, on a random basis and/or in the event the District has reason to suspect a Customer's Individual Water System is out of compliance with these regulations.

6.4.2.2 A record of all periodic and spot inspections and surveys of the Customer's Individual Water System shall be maintained by the Program Administrator in the records of the District.

6.4.3 Required Installation of Backflow Prevention Assembly

Whenever the Program Administrator deems a Customer's usage of water through the Customer's water service connection contributes a sufficient hazard to the District's water supply, a Backflow Prevention Assembly shall be installed on the service line of the identified Customer's Individual Water System, at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off of the service line.

- 6.4.3.1 It shall be the responsibility of the Customer, at his expense, to purchase, install, and maintain any Backflow Prevention Assembly required to be installed by the Program Administrator in compliance with this resolution.
- 6.4.3.2 The type of Backflow Prevention Assembly required under this Section shall depend upon the degree of hazard which exists at the point of Cross-connection (whether direct or indirect), according to the results of the survey, based upon the rules and other applicable state and local requirements.
- 6.4.3.3 No Backflow Prevention Assembly shall be installed so as to create a safety hazard. For example, installing a Backflow Prevention Assembly over an electrical panel, steam pipes, boilers, or above ceiling level.’
- 6.4.3.4 All Backflow Prevention Assemblies shall be tested within ten (10) working days of their initial installation.
- 6.4.3.5 All Backflow Prevention Assemblies installed prior to the effective date hereof which do not meet the requirements of these rules and regulations, but which were approved Backflow Prevention Assemblies for the purposes described herein at the time of installation and which, in the opinion of the Program Administrator, have been properly maintained, shall be excluded from the requirements of this resolution so long as the Program Administrator is assured that said Backflow Prevention Assembly will satisfactorily protect the System. Whenever an existing Backflow Prevention Assembly is moved from its present location, or if said assembly requires more than minimum maintenance, or when the Program Administrator finds that the operation of said assembly constitutes a hazard to health, the assembly shall be replaced, in conformance with the requirements of this resolution, with an approved Backflow Prevention Assembly which meets the requirements of the Rules.

6.4.4 Continued Inspection of Installed Backflow Prevention Assemblies

It shall be the responsibility of the Customer residing on or having the right of possession of any Premises receiving water from the System where a Backflow Prevention Assembly has been installed to obtain certified inspections and to conduct tests of said assemblies, at least once per year, all at the Customer’s sole expense.

- 6.4.4.1 In those instances where the Program Administrator deems the hazard to be great, they may require certified inspections and tests at more frequent intervals.
- 6.4.4.2 It shall be the duty of the Program Administrator to see that all inspections are performed and all tests are made according to the standards set forth by the Utah State Department of Environmental Quality, Division of Drinking Water.
- 6.4.4.3 To help ensure compliance with State and District requirements, the District sends annual notices to each property owner with a backflow prevention assembly. These notices serve as reminders that backflow devices must be tested by a Utah-certified backflow tester at least once every twelve (12) months. Customers are responsible for scheduling and completing the required testing and submitting results to the District by the stated deadline.
- 6.4.4.4 Backflow Inspection and testing of backflow prevention assemblies shall be conducted by an approved, certified Backflow Assembly Technician authorized to perform such inspections and tests. Upon completion, the certified technician shall submit the test results to the agency or agencies approved by the District. The Program Administrator will maintain and manage all testing records for the District.

6.4.5 Repair of Backflow Prevention Assemblies

If any commercially tested Backflow Prevention Assembly is in need of repair, said repairs shall be made by a plumber licensed pursuant to the Construction Trade License Act, Title 58, Chapter 55-2-(21).

6.5 Certified Backflow Assembly Tester

All initial and on-going inspections, surveys, testing and determinations with respect to the need for, and the continued adequacy, operation, maintenance, repair and replacement of, Backflow Prevention Assemblies required to be installed pursuant these rules and regulations, shall be performed and or supervised by a certified Backflow Assembly Tester. Certified Backflow Assembly Testers performing services for the District shall be required to:

- 6.5.1.1 Ensure that acceptable equipment and procedures are used for inspecting, testing, operating, maintaining, repairing or replacing Backflow Prevention Assemblies;
- 6.5.1.2 Make reports of such inspections, testing, operations, maintenance, repairs or replacements to the Customer and the Program Administrator on forms approved by the Program Administrator and within time frames as described by the Utah Division of Drinking Water;
- 6.5.1.3 Include in the report the list of materials or replacement parts being used;
- 6.5.1.4 Ensure that replacement parts are equal in quality to parts originally supplied by the manufacturer of the assembly being repaired;
- 6.5.1.5 Refrain from changing the design, material or operational characteristics of the assembly during testing, repair, maintenance or replacement;
- 6.5.1.6 Perform all tests of the assemblies and be responsible for the competence and accuracy of all tests and reports;
- 6.5.1.7 Ensure that the technician's license is current and in good standing;
- 6.5.1.8 Ensure that the testing equipment being used is acceptable to the State of Utah, and is in proper operating condition;
- 6.5.1.9 Be equipped with, and be competent to use, all necessary tools, gauges, and other equipment necessary to properly inspect, test, operate, maintain, repair and replace all Backflow Prevention Assemblies; and
- 6.5.1.10 Tag each double check valve, pressure vacuum breaker, spill resistant vacuum breaker, reduced pressure Backflow assembly and high hazard air gap, showing the serial number, date tested and by whom, and to include the technician's license number on the tag.

6.6 Violations

All Customers shall comply with the Cross-connection and Backflow requirements of these Rules as a condition to receiving water service from the District, and the Customer's acceptance of service constitutes an acknowledgment and representation by the Customer that the Customer is familiar with and agrees to be bound by the requirements of this resolution.

6.6.1 Violation

A Customer shall be in violation of this resolution if:

- 6.6.1.1 A Backflow Prevention Assembly determined to be required for the control of Backflow and Cross-connections is not installed, tested and maintained, by a Customer in conformance with the requirements of this regulation;
- 6.6.1.2 It is found that a required Backflow Prevention Assembly has been removed or bypassed;
- 6.6.1.3 An unprotected Cross-connection exists on the Customer's Premises;
- 6.6.1.4 The periodic system survey has not been conducted; or
- 6.6.1.5 The Customer is otherwise in violation of the requirements of this resolution.

6.6.2 Notice of Violation

Any Customer found to be in violation of these requirements shall receive written notice from the Program Administrator of any and all deficiencies constituting a violation.

6.6.3 Penalties for Violation

If any deficiency or other violation of these requirements exists or if there has not been corrective action taken by the Customer within ten (10) days of the date of written notice pursuant to Section 6.6.2 above:

- 6.6.3.1 The District, in its sole discretion, may deny or immediately discontinue service to the Customer's Premises by providing for a physical break in the Customer's service line, and may continue to deny service to the Customer unless and until the Customer has corrected the deficiencies or cured the violations and is otherwise in full compliance with the requirements of these Rules.
- 6.6.3.2 In the event the Customer fails to correct the deficiencies or otherwise cure the violations as required pursuant to the written notice of violation, and the restoration of water service to the Premises is required in the public interest, as determined by the District in its sole discretion, then the District shall have the right and responsibility to enter upon the Customer's Premises being served and on its own, or through its retained licensed contractor, correct the deficiency so as to bring the Customer's Individual Water System into compliance with the requirements of these Rules. All costs and expenses incurred by the District in so doing shall be charged to the Customer as a special service fee and be collectible as other District fees and charges in conformance with the provisions of these Rules and Regulations.
- 6.6.3.3 The Customer shall further be subject to the payment of fines, and fees for restoration of water service to the Premises, per the District's 'Rates and Fees.'

CHAPTER 7

GROUNDWATER SOURCE PROTECTION

7.1 Purpose

The purpose of this chapter is to protect groundwater sources of public drinking water. Utah Code 19-4-113 requires that Salt Lake County establish a water source protection ordinance that designates a drinking water source protection zone, regulates the storage, handling, use or production of a hazardous or toxic substance within a drinking water source protection zone, and authorizes a retail water supplier to seek enforcement of the ordinance. This chapter applies to all properties, businesses and developers within the District's Drinking Water Source Protection (DWSP) zones as defined by the Utah Department of Environmental Quality and mapped in accordance with State requirements.

7.2 Definitions

7.2.1 Groundwater Source Protection Plan

A Groundwater Source Protection Plan is a document required by the Utah Division of Drinking Water (DDW) to protect drinking water wells and springs from contamination. It identifies protection zones, inventories potential contamination sources, and outlines management strategies to reduce risk. The plan must comply with Utah Administrative Code R309-600 and be updated as required by DDW.

7.2.2 Protection Zones

Protection zones are designated areas around a drinking water source (such as a well or spring) that represent different time-of-travel distances for potential contaminants to reach the source. These zones are established under Utah Administrative Code R309-600 and include areas such as the 100-foot radius zone and zones for 250-day, 3-year, and 15-year travel times.

7.2.3 PCS Inventory (Potential Contamination Source Inventory)

A PCS Inventory is a list of all potential contamination sources located within the defined protection zones of a drinking water source. This inventory identifies businesses, facilities, or activities that could introduce pollutants into the groundwater and is required for source protection planning.

7.2.4 Management Strategies

Management strategies are actions and programs implemented to reduce or eliminate the risk posed by potential contamination sources within protection zones. These strategies may include land-use controls, best management practices, public education, and coordination with regulatory agencies to ensure compliance and safeguard water quality.

7.3 Governing Authority

The District adopts and enforces the provisions of Salt Lake County Code of Ordinances Chapter 9.25 – Water Source Protection as the primary regulatory framework for the protection of groundwater sources within its jurisdiction.

All land use activities, development proposals, and potential contamination sources located within the District's Drinking Water Source Protection (DWSP) zones shall comply with the requirements of

Ordinance 9.25, including any future amendments or updates to the ordinance.

Any revisions made to Chapter 9.25 by Salt Lake County shall be automatically incorporated into the District’s regulatory framework upon their effective date, without the need for separate District action, unless otherwise determined by the Governing Board.

7.4 R309-600

In addition to Salt Lake County Ordinance 9.25, the District complies fully with the Utah Administrative Code R309-600 – Drinking Water Source Protection Rule, as administered by the Utah Division of Drinking Water. In accordance with R309-600, the District shall

- 7.4.1.1 Identify and map protection zones around each public drinking water well;
- 7.4.1.2 Conduct contaminant source inventories and risk assessments for each source;
- 7.4.1.3 Implement a management plan to minimize the potential for contamination from identified sources;
- 7.4.1.4 Regularly review and update its Source Protection Plans, including submittals to the Utah DDW;
- 7.4.1.5 Coordinate with land use authorities and regulatory agencies to ensure that land use activities are consistent with source protection objectives;
- 7.4.1.6 Maintain documentation and recordkeeping to demonstrate compliance with state regulatory deadlines and technical requirements.

7.5 District Requirements

In addition to compliance with Salt Lake County Ordinance 9.25 and Utah Rule R309-600, the following requirements apply within the District’s DWSP zones:

7.5.1 Review

All proposed developments or land uses within DWSP zones must submit a “Drinking Water Source Protection Verification of Compliance” form to Salt Lake County Planning and Development Services and to the District prior to permitting or construction.

7.5.2 Prohibited Activities

No person shall construct, store, handle, or maintain any facility, substance, or activity prohibited by Salt Lake County Ordinance 9.25 or the Utah Drinking Water Source Protection Rule within the District’s DWSP zones.

7.5.3 Developer Disclosure Requirement

Any developer or property owner proposing construction or land use within a designated groundwater protection zone must disclose this information to the District during the application and design review process. The disclosure must include details of the proposed development, potential contamination sources, and any mitigation measures. Failure to disclose may result in project delays, denial of service, or enforcement actions.

The District reserves the right to require additional protective measures, review plans for compliance, and coordinate with DDW to ensure all activities within protection zones meet State and Federal regulations.

7.5.4 Mitigation Measures

The District reserves the right to require additional mitigation measures, including secondary containment, best management practices, or monitoring, when deemed necessary to protect water quality.

7.5.5 Reporting and Remediation

Any spills, illegal discharges, or hazardous material incidents that could impact a groundwater source must be reported immediately to the District and the appropriate emergency response authorities. Any person responsible for a release, spill, or illegal discharge within a DWSP zone shall cooperate fully with the District and appropriate regulatory agencies in containing, remediating, and monitoring the incident. The responsible party shall bear all costs associated with cleanup and any damages to the District's water sources.

7.5.6 Inspection

The District and its authorized representatives shall have the right to enter and inspect properties located within DWSP zones, at reasonable times and upon reasonable notice, to verify compliance with this chapter and applicable regulations.

7.5.7 Notification

At least annually, the District will notify affected customers or developers of their property's location in a DWSP. Public notifications shall address each of the District's water sources and include (i) a discussion of the general types of potential contamination sources within the protection zones; (ii) an analysis that rates the District's water system's susceptibility to contamination as low, medium or high; and (iii) a statement that the District's DWSP Plan is available to the public upon request.

7.6 Enforcement

The District complies with Utah Administrative Code R309-600 and coordinates with the Utah Division of Drinking Water (DDW) and Salt Lake County Health Department to protect drinking water sources. Any landowner, developer, or occupant engaging in activities within a designated protection zone that violate source protection requirements or pose a contamination risk is subject to enforcement actions. The District reserves the right to take any necessary action to protect public health and maintain compliance with State and Federal drinking water regulations.

7.6.1 Enforcement Actions May Include:

- 7.6.1.1 Immediate denial or discontinuation of water service by the District until compliance is achieved.
- 7.6.1.2 Reporting violations to DDW and the Salt Lake County Health Department for regulatory enforcement.
- 7.6.1.3 Civil penalties, fines, or injunctions as authorized under Utah Code §19-4-113(3)(c) and local ordinances.
- 7.6.1.4 Permit denial or revocation for development projects within protection zones.
- 7.6.1.5 Corrective action costs incurred by the District to mitigate contamination risks will be charged to the property owner as a special service fee, collectible under District Rules.

CHAPTER 8

WASTEWATER SYSTEMS

8.1 Purpose

The wastewater systems rules and regulations set forth uniform requirements for users of District collection lines, pump stations and appurtenant facilities for the District and enables the District Board of Trustees and District Management and Staff to comply with all applicable city, state and federal laws including the Clean Water Act (33U.S.C. 1251 et seq.), the general Pretreatment Regulations found in the U.S. Code of Federal Regulations (CFR) Part 403, and the Utah Administrative Code R317-8-8.

8.1.1 The objectives of these rules and regulations are:

- 8.1.1.1 To prevent the introduction of pollutants into the District system that will interfere with the operation of the District's collection system and/or the CVWRF;
- 8.1.1.2 To prevent the introduction of pollutants into the District system which will pass, through the District and CVWRF systems, inadequately treated into receiving waters or otherwise be incompatible with the District and Central Valley Wastewater Treatment Facility systems;
- 8.1.1.3 To protect District and CVWRF personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public;
- 8.1.1.4 To provide fees for the equitable distribution of the cost of operation, maintenance, and improvement of District and the CVWRF;

These rules and regulations shall apply to all users of the District, and authorizes issuance of permits; authorizes monitoring compliance, and enforcement activities; establishes administrative review procedures; requires Industrial User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

The provisions herein shall apply to the District and to persons outside the District who are, by contract or agreement with the District, users of the District system. The provisions herein shall provide for enforcement and penalties for violations.

8.2 Definitions

8.2.1 Act

The Federal Water Pollution Control Act, also 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.

8.2.2 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.

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

8.2.4 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 Standard Methods.

8.2.5 Building or Lateral Sewer

A sewer line conveying the wastewater of a user from a residence building or other structure to the District sewer system, including direct connections to a District sewer line where permitted by the District. A lateral sewer line is a building sewer.

8.2.6 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.

8.2.7 Categorical Demands

National Categorical Pretreatment Standards or pretreatment Standard.

8.2.8 Centipoise (cp)

0.01 poise – c.g.s. unit of absolute viscosity, gm sec x cm.

8.2.9 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.

8.2.10 Chlorine Demand

The amount of chlorine required to produce a free chlorine residual of 0.1 mg/l after a contact time of 15 minutes as measured by the DPD (N,N, Diethyl-p-Phenylenediamine). Method on a sample at a temperature of 20°C in conformance with Standard Methods.

8.2.11 Commissary

Shall mean a Salt Lake County Health Department approved staging area where a food cart, mobile food unit, shaved ice stand or transportation vehicle returns regularly for maintenance activities such as equipment cleaning, stocking, storing, discharging liquid or solid waste, refilling water tanks and ice bins and boarding food.

8.2.12 Commercial User

Any business or public or private entity, except for Significant Industrial Users (SIU), who causes or permits the contribution or discharge of wastewater into the POTW; and who may be regulated, where necessary, to comply with these Pretreatment Rules and Regulations.

8.2.13 Common Interceptor

One or more interceptors receiving deleterious wastewater from more than one establishment.

8.2.14 Compatible Pollutant

Biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria; plus any additional pollutants identified in the CVWRF NPDES permit, where CVWRF is designed to treat such pollutants and, in fact, does treat such pollutants to the degree required by CVWRF NPDES permit.

8.2.15 Construction Standards

The general construction requirements adopted by the District for installation of sewerage facilities.

8.2.16 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 Standard Methods.

8.2.17 Control Authority

The term “control authority” shall refer to the “Approval Authority,” defined herein above; or the General Manager through an approved Pretreatment program under provisions of 40 Code of Federal Regulations (CFR), 403.11.

8.2.18 Cooling Water

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

8.2.19 CVWRF

Central Valley Water Reclamation Facility, a Title 11, Chapter 13, regional governmental entity, is the full name of the Utah political subdivision created to treat wastewater for the following political subdivisions located in Salt Lake County:

Cottonwood Improvement District
Mt. Olympus Improvement District
Granger-Hunter Improvement District
Kearns Improvement District
Murray City
The City of South Salt Lake
Taylorsville-Bennion Improvement District

8.2.20 Direct Discharge

The discharge of treated or untreated wastewater directly to the waters of the State of Utah.

8.2.21 Discharger

Any person who discharges or causes the discharge of wastewater to the District sewer system.

8.2.22 Dwelling Unit

Any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation, for not more than one (1) family, or a congregate residence for ten (10) or fewer persons. For purposes of this Section, dwelling unit includes hotel rooms, dormitory rooms, apartments, condominiums, sleeping rooms in nursing homes, and similar living units.

8.2.23 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.

8.2.24 FOG

Fats, oil and grease of vegetable and animal origin.

8.2.25 FOGS

Fats, oil, grease (of vegetable and animal origin), petroleum oils (or crude oil origin), and soil (sand, dirt, etc.).

8.2.26 Food Service Establishment (FSE)

Any building, vehicle, place, or structure, or any room or division in a building, vehicle, place, or structure where food is prepared, served, or sold for immediate consumption on or in the vicinity of the premises; called for or taken out by customers; or prepared prior to being delivered to another location for consumption.

8.2.27 Garbage

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

8.2.28 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.

8.2.29 Grease Interceptor

A structure or device designed for the purpose of removing and preventing fats, oils, and grease from entering the sanitary sewer collection system. These devices are below-ground units in outside areas with a minimum capacity of 1,000 gallons.

8.2.30 Grease Trap

A device designed for the purpose of removing and preventing fats, oils, and grease from entering the sanitary sewer collection system. These devices are typically compact under-the-sink units located near food preparation areas.

8.2.31 Holding Tank Sewage

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

8.2.32 Incompatible Pollutant

All pollutants other than compatible pollutants as defined in this section.

8.2.33 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), into the District system (including holding tank waste discharged into the system).

8.2.34 Significant Industrial User (SIU)

- 8.2.34.1 Any industrial user of the wastewater disposal system who has a non-domestic discharge flow of 25,000 gallons or more within a 24-hour period, or
- 8.2.34.2 has a non-domestic flow greater than 5 percent of the flow in the CVWRF wastewater treatment system capacity, or
- 8.2.34.3 has in his wastes, toxic pollutants as defined herein, or pursuant to Section 307 of the Act or Utah Statutes and Rules, or
- 8.2.34.4 is found by the District, Utah State Water Pollution Committee, or the U.S. Environmental Protection Agency (EPA) to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of a sludge, the system's effluent quality, or air emissions generated by the system.

8.2.35 Minor Industrial User

An industrial user which discharges non-domestic conventional pollutants to the public sewer in amounts on a routine basis that have little or no impact on the wastewater collection system, wastewater treatment plant, the quality of sludge, or the quality of the effluent or violate the prohibited discharge limitations of the wastewater control rules and regulations. Minor industrial users include the industrial users subject to the industrial use cost recovery ordinances discharging conventional pollutants which may require the imposition of surcharges and require monitoring to determine the appropriate cost recovery charges. Minor industrial users include the industrial users who present the potential to cause sewer obstruction, conventional slug loads or accidental chemical spills.

8.2.36 Insignificant Industrial User

Those commercial users that discharge only sanitary waste to the public sewer system.

8.2.37 Interference

The inhibition or disruption of the District and/or CVWRF treatment processes or operations or which contributes to a violation of any requirement of the CVWRF NPDES Permit. The term includes prevention of sewage sludge use or disposal by District and/or CVWRF in accordance with 405 of the Act, (33 U.S.C. 1345) or any criteria, guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state criteria (including those contained in any State sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of treatment and disposal or use employed by the District and/or CVWRF.

8.2.38 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) which applies to a specific category of Industrial User.

8.2.39 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.

8.2.40 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.

8.2.41 National Pollutant Discharge Elimination System (NPDES Permit)

A permit issued pursuant to section 402 of the Act (33 U.S.C. 1342).

8.2.42 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.

8.2.43 Petroleum Oil

Hydrocarbon fuels, oils, greases, and like products, derived from crude oil.

8.2.44 pH

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

8.2.45 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.

8.2.46 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 the sewer system. 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).

8.2.47 Pretreatment Requirements

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

8.2.48 Private Residential Dwelling

Any single family or multi family dwelling designed or zoned for non-commercial use.

8.2.49 Publicly Owned Treatment Works (POTW)

A treatment works as defined by Section 212 of the Act, (33 U.S.C. 1291) which is owned by the State of Utah or one or more political subdivisions having statutory authority to collect and treat sewage. This definition includes any sewers that convey wastewater to the POTW treatment plant, except building or lateral sewers. For the purposes of these rules and regulations, 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. The POTW referred to in these regulations is the

District for sewer collection and the Central Valley Water Reclamation Facility (CVWRF) for treatment.

8.2.50 Publicly Owned Sewer Collection System

Any publicly owned lift station (pumping facility), trunk or main collection line, and appurtenant facilities, which receives or transports wastewater from privately owned laterals to a publicly owned treatment works facility. The Publicly Owned Sewer Collection Systems referred to in these regulations is the District.

8.2.51 Private Sewer Lateral

Any privately owned sewer system tributary to the public owned sewer collection system.

8.2.52 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. The POTW referred to in these regulations is the District.

8.2.53 Receiving Water Quality Requirements

Requirements for the treatment plant effluent established 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.

8.2.54 Sand/Oil Interceptor

A structure or device designed for the purpose of separating sand, dirt, and petroleum oils and preventing them from entering the sanitary sewer collection system. These devices are below-ground units in outside areas with a minimum capacity of 1,000 gallons.

8.2.55 Sampling Manhole

A manhole directly downstream from a grease or sand/oil interceptor that is intended for sampling of discharge from the interceptor for the establishment of surcharge rates.

8.2.56 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” and “sewer”.

8.2.57 Sanitary Sewer Overflow (SSO)

Any unintentional discharge, spill, or release of untreated or partially treated wastewater from the District’s sanitary sewer system. SSOs may occur due to blockages, line breaks, equipment failures, excessive inflow/infiltration, or other system malfunctions. SSOs can result in wastewater reaching:

- Streets or storm drains
- Surface waters (e.g., rivers, lakes, canals)
- Private property or public areas

All SSOs must be reported immediately to the District. The District will investigate, mitigate, and document the event in accordance with applicable environmental regulations and public health standards.

8.2.58 Sewage

The water-borne, Bio-degradable wastes discharged to the sanitary sewer from buildings for residential,

business, institutional, and industrial purposes. Wastewater and sewage are synonymous; thus, they are interchangeable.

8.2.59 Sewer System Management Plan (SSMP)

The District maintains a Sewer System Management Plan (SSMP) in compliance with Utah Administrative Code R317-801 and the Utah Sewer Management Program. This plan outlines the District's policies and procedures for operating, maintaining, and managing the sanitary sewer collection system to minimize sanitary sewer overflows (SSOs) and protect public health. The SSMP includes organizational responsibilities, maintenance programs, capacity assurance, emergency response procedures, and enforcement authority. The District updates the SSMP as required by State regulations and references it here as the guiding document for all sewer system management activities.

8.2.60 Shall and Will are mandatory; May is permissive.

8.2.61 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.

8.2.62 Standard Methods

Procedures described in the latest edition of "Standard Methods for the Examination of Water and Wastewater" as published by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation or such other procedures as may be adopted by the POTW.

8.2.63 State

The State of Utah.

8.2.64 Standard Industrial Classification (SIC)

A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.

8.2.65 Storm Sewer

Shall mean a sewer that carries only storm, surface and ground water drainage.

8.2.66 Storm Water

Any flow occurring during or following any form of natural precipitation and resulting therefrom.

8.2.67 Subdivision

The division of a tract, or lot, or parcel of land into two or more lots, plots, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building development or redevelopment, provided. Further, the above definition shall not apply to the sale or conveyance of any parcel of land which may be shown as one of the lots of a subdivision of which a plat has theretofore been recorded in the office of the county recorder. The word subdivide and any derivative thereof shall have reference to the term subdivision as herein defined.

8.2.68 Surchargeable Businesses

A Commercial or Industrial User whose wastewater strength may exceed parameters established by the District or CVWRF and is subject to surcharges (fees) based on wastewater strength and volume as outlined in the District's Fee Schedule and Surcharge Rate Table.

8.2.69 Total 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 Standard Methods.

8.2.70 Treatment Plant

That portion of the Publicly Owned Treatment Works designed to provide treatment for wastewater. The Treatment Plant referred to in these regulations is the Central Valley Water Reclamation Facility (CVWRF).

8.2.71 Total Dissolved Solids (TDS)

The concentration of inorganic and organic substances dissolved in the effluent, including salts, minerals, and metals. Elevated TDS levels can affect treatment processes, discharge compliance, and environmental water quality standards.

8.2.72 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.

8.2.73 User

Any person who contributes, causes or permits the contribution of wastewater into the District's sewer collection system.

8.2.74 WVC

West Valley City.

8.2.75 Wastewater

The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, which enters the District collection system. Wastewater and sewage are synonymous; thus, they are interchangeable.

8.2.76 Waters of the State

All streams, lakes, ponds, marshes, water courses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage system 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.

8.2.77 Wastewater Discharge Permit

An official authorization issued by the District that allows a user to discharge wastewater into the public sewer system under specified conditions. The permit ensures compliance with applicable federal, state, and local regulations, including pretreatment standards, monitoring requirements, and discharge limitations, to protect the integrity of the collection system, treatment facilities, and the environment.

8.2.78 Viscosity

The property of a fluid that resists internal flow by releasing counteracting forces.

8.2.79 Wastewater Strength

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

8.3 General Regulations

8.3.1 General Prohibitions

- 8.3.1.1 Discharge into POTW – All sewage shall be discharged to the District’s sewer collection systems except as provided hereinafter.
- 8.3.1.2 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.
- 8.3.1.3 No person shall cause to be discharged, or make a connection that would allow, any storm water, surface drainage, groundwater, roof runoff, cooling water, groundwater dewatering flows, sump pump discharge, or other non-sanitary water into any sanitary sewer. This includes water from construction sites, basements, or foundation drainage systems. No person shall cause any of the above-mentioned waters to be mixed with that person’s sewage in order to dilute said sewage. Such discharges are strictly prohibited to protect the integrity of the District’s sanitary sewer system and treatment processes.
- 8.3.1.4 Prohibited Discharges – Specific Categories - wastewater which will interfere with the operation or performance of the sewer system. These discharge standards and general prohibitions apply to all such users of the sewer system, whether or not the user is subject to National Categorical Pretreatment Standards or any other national, state, or local Pretreatment Standards or requirements. A user may not contribute, such as and/or including but not limited to, the following substances to any sewer system:
 - 8.3.1.4.1 Explosives - Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the District systems, or employees, nor to the operation of the POTW. At no time shall two successive readings on any explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter.
 - 8.3.1.4.2 Solids - Except as authorized in Schedule 1(A), FEDERAL CATEGORICAL PRETREATMENT STANDARDS AS PROMULGATED BY U.S. EPA, solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to: grease, garbage with particles greater than one-quarter inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides, or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.

- 8.3.1.4.3 Corrosion - Any wastewater having an acid pH less than 6.5 or more alkaline than 8.5 or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the District or CVWRF.
- 8.3.1.4.4 Toxic - Any wastewater containing pollutants in excess of Schedule 1(B), CONTROLLED INDICATOR POLLUTANTS, or which either singly or by interaction with other pollutants, may injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, contaminate the sludge of any POTW systems, or exceed the limitation set forth in a Categorical Pretreatment Standard. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307(a) and (b) of the Act.
- 8.3.1.4.5 Noxious - Any malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.
- 8.3.1.4.6 Untreatable - Any substance which may cause the District's and/or CVWRF's effluent or any other product of District and/or CVWRF, such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process where the District and/or CVWRF is pursuing a reuse and reclamation program. In no case shall a substance discharged to the sewer system which causes the District and/or CVWRF to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Act, any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.
- 8.3.1.4.7 NPDES Permit Violation - Any substances which will cause the District and/or CVWRF to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards.
- 8.3.1.4.8 Objectionable Color - Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
- 8.3.1.4.9 Temperature - Any wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, or cause temperature at the headworks of the treatment plant to exceed 104°F.
- 8.3.1.4.10 Slug Loads - Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow and/or pollutant concentration which a user knows, should know upon reasonable inquiry, or has reason to know will cause interference to the POTW. In no case shall a slug load have a flow rate or contain concentration or qualities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation.
- 8.3.1.4.11 Radioactive - Any wastewater containing any radioactive wastes or isotope of such half-life or concentration as may exceed limits established by the General Manager in compliance with applicable State or Federal regulations.
- 8.3.1.4.12 Hazard - Any wastewater which causes a hazard to human life or creates a public nuisance.
- 8.3.1.4.13 Open Grates - Any floor drain or catch basin that is connected to the sanitary sewer system and exposed to outdoor conditions.

8.3.2 Federal Categorical Pretreatment Standards

Upon the promulgation of the Federal Categorical Pretreatment Standard for a particular industrial subcategory, developed pursuant to 40 CFR, Sec. 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 General Manager shall notify all affected users of the applicable reporting requirements under 40 CFR, Sec. 403.12.

8.3.3 Specific Pollutant Limitations

No person shall discharge wastewater that exceeds the pretreatment or discharge standards established by the District, the Utah Water Quality Act, or applicable federal regulations. Any violation of these limits may result in enforcement actions, including a penalty surcharge, as determined by the General Manager in accordance with District policy.

8.3.4 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.

8.3.5 Right of Revision

The District reserves the right to establish more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary to comply with the objectives presented herein.

8.3.6 Dilution Prohibited

No user shall 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 developed by the District, CVWRF or the State of Utah.

8.3.7 Injuring Sewer Prohibited

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

8.3.8 Manhole Covers

No person shall open any District or CVWRF sewer manhole without written permission from the District and/or CVWRF.

8.3.9 Mandatory Connections

Utah Code Section 15A-3-205 requires all buildings with plumbing fixtures to connect to a public sewer if it is accessible and within 300 feet of the property line. Salt Lake County Health Department Wastewater Regulation #13 mandates connection to a public sewer system when one is available within 300 feet of the property.

The owner or his agent of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within 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 District collection system, is hereby required, at his expense, to install suitable toilet facilities therein, and to connect such facilities directly with the District collection system in accordance with the provisions herein within thirty (30) days after date of official notice to do so, provided that said District system line is within three hundred (300) feet of the owner's property line.

8.3.10 Discontinuance of Privy Vaults, Cesspools and Septic Tanks

- 8.3.10.1 No owner, or his agent, or other person having charge of occupying any property within 300 feet of a District sewer system shall maintain or use or cause or permit to exist any privy vault, septic tank, or cesspool upon said property.
- 8.3.10.2 Under no circumstances shall any plumbing in any house or building remain unconnected to any public sewer for more than sixty (60) days after such a sewer is available.

8.3.11 Outhouses Prohibited

No person shall erect or maintain any outhouse, sealed tank (R317-4-1) or privy within District boundaries without the written approval of the District and Salt Lake County Health Department.

8.3.12 Prohibited Connections

No person, either in person or through an agent, employee, or contractor, shall allow, make, or cause to be made any sewer connection to the District system to service, or for the purpose of servicing property outside the boundaries of the District, except upon recommendation of the District and the express approval of the District's governing board, per Section 2.15.4. Such connection to the District system shall be made by a person who is a bonded and licensed Utah Plumbing Contractor (P200) who has obtained the necessary permits.

8.3.13 Cleaning of Sewers – License and Bond Required

Person's not a licensed and bonded plumbing contractor pursuant to the requirements hereof shall not engage in the business of removing stoppage from a building drain or building sewer without first obtaining a permit from the District and filing a corporate surety bond with the District in an amount to be specified by the District. The principal and surety shall hold the District harmless from any and all injuries to persons or damage to property, particularly the sewer mains, caused by or through the cleaning or removal of any stoppage in any drain or sewer. The principal will be required to faithfully observe all ordinances, rules and regulations of the District pertaining to plumbing and sewers. The fee for the permit shall be set in the District's fee schedule.

8.3.14 Private Sewage Disposal Prohibited

Refer (UPC) Sec. 1101, Utah State Code No. 10-8-38, Salt Lake County Regulation No. 13-4.6.3

- 8.3.14.1 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 within the boundaries of the District where District 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.
- 8.3.14.2 Within thirty (30) days from the date District 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 District 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.

8.3.15 Private Sewage Disposal Authorized

- 8.3.15.1 When District services are not available within the limits provided in 8.3.9, the building's sewer shall be connected to a private sewage disposal system complying with the provisions of the Salt Lake City-County Health Department.

- 8.3.15.2 Prior to commencement of construction of a private sewage disposal system, the owner or his agent shall first obtain written permission from the District for submission to the Salt Lake County Health Department.
- 8.3.15.3 The owner or his agent shall operate and maintain the private sewage disposal facilities at owner's sole expense and in compliance with all federal, state and local laws and rules and regulations.
- 8.3.15.4 No statement contained in this section shall be construed to interfere with any additional requirements which may be imposed by the Salt Lake County Health Department.

8.3.16 Discontinuance of Service

Any user desiring to discontinue service shall notify the District in writing at least one day before the date when service shall be discontinued. Upon giving written notice, user shall not be responsible for bills incurred after the date specified in 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 discontinuance of service promptly thereafter.

8.4 Building Sewers and Connections

8.4.1 Separate Connections Required

Each separately owned building or premises shall have a separate private lateral line connection to the District public sewer system. Each Owner shall bear and pay for the installation, maintenance, repair and replacement cost of his lateral sewer line and appurtenant fixtures, which are located upon his privately owned property.

8.4.2 Existing Sewer Laterals

Existing sewer laterals may be used in connection with new buildings only when they are found, on inspection by the Owner/Developer and approval by the District, to meet all requirements herein; otherwise, existing sewer laterals shall be plugged at the Owner's expense upon discontinuance of service. The plug in the existing sewer lateral must be approved and an inspection fee will be charged by the District.

8.4.3 Design and Construction

- 8.4.3.1 The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the sewer pipe, jointing, testing and backfilling of the trench shall all conform to the requirements of uniform building and plumbing codes or other applicable laws, rules and regulations of federal, state, and local entities and District Material and Construction Specifications.
- 8.4.3.2 All sewer system improvements shall, as a minimum standard, be in accordance with the State of Utah - Rules for Sewer Systems (Rule R305 and R317) as modified and amended by District Standards.
- 8.4.3.3 All sewer construction in the Granger Hunter Improvement District shall comply with the most current version of the District's "Material and Construction Specifications", and the most recent version of the American Public Works Association (APWA) Utah Chapter "Manual of Standard Specifications" and "Manual of Standard Plans."

8.4.4 Building Sewer Elevation

Sanitary sewage discharge from privately owned buildings, subdivisions and park facilities where the elevation is too low to permit gravity flow into the District sewer collection system shall be lifted by a District approved means and discharged to the District sewer. The lifting facility shall be privately owned and operated.

8.4.5 Installation Expenses

All costs and expenses incidental to the operation, maintenance, installation and connection of private sewer systems shall be borne by the applicant, owner, or his representative. The applicant, owner, or his representative shall retain or employ a licensed and bonded plumbing contractor to make connection to and install the sewer system.

8.4.6 Connection Requirement

The applicant shall notify the District twenty-four hours in advance when work is to be ready for inspection. The connection of the private owned sewer lateral to the District's public owned sewer collection system shall conform to the requirement of the Rules and Regulations of this District.

8.4.7 Excavation Safeguard

OSHA standards shall be adhered to at all times. All excavations shall be adequately guarded by the applicant, owner, or his representative so as to protect workers and the public. Streets, sidewalks and other public thoroughfares shall be of special care to be kept open and safe in the course of any work and shall be restored by the owner or his representative in a manner satisfactory to the entity of authority.

8.4.8 Separation from Other Utility Systems and Building

All other lines, conduits, utility lines and buildings shall be separated from the sewer lines and systems as required by federal, state and local entity laws, ordinances, rules and regulations.

8.4.9 Maintenance Responsibility

The private sewer lateral line and its appurtenant sewer systems shall be owned, maintained, repaired, and replaced by individual parcel owners. The parcel owner is responsible for the entire sanitary sewer line and appurtenances from the connection at the sanitary sewer main line to the building. The public sewer collector lines that are within public property shall be repaired or replaced by the District at its expense. Note: The District shall not be responsible for abusive discharges or vandalism caused by parties unknown.

8.4.10 Connection of Unlike Pipe

Connection of pipes that are different materials shall comply with federal, state, and District rules, regulations and construction standards.

8.4.11 Sewer System Specifications

All sewer construction in the Granger Hunter Improvement District shall comply with the most current version of the District's "Material and Construction Specifications", and the most recent version of the American Public Works Association (APWA) Utah Chapter "Manual of Standard Specifications" and "Manual of Standard Plans."

8.4.12 Pipe to be Free of Defects

Sewer line and appurtenant systems shall be free from holes, cracks, sun-fade, bruises and obstructions which might shorten the life, or retard the free passage of water bearing sewage.

8.4.13 Clean-outs Required

Clean out “wye(s)” shall be required and be located and constructed as specified by the District’s “Material and Construction Specifications.”

8.4.14 Test for Leaks

8.4.15 All testing for leaks shall be performed in accordance with the most current version of the District’s “Material and Construction Specifications”.Collection Line Connection

8.4.16 Connections to the main collection line will require design approval by the District and shall meet all District Standard Specifications. No trench backfill shall take place prior to District Inspectors approval of all work.Replacing damaged Nose-Ons or Lines

District Inspectors may require replacement of any item that is deemed not acceptable.

8.4.17 Payment of Charges and Fees

All charges and fees set forth by the District shall be paid in full before any work may commence.

8.4.18 Inspection Required

All work performed shall be inspected by a District designated employee or representative. Buried, or permanent covered work shall be inspected before any backfill, bury, or cover is to take place.

8.5 Construction, Connection and Repair Permits

8.5.1 Permit Required

No person shall commence or carry on the work of laying, repairing, altering, or connecting any building sewer, directly or indirectly, to the District sewer system, without first being duly bonded, and having received a permit from the District as required herein.

8.5.2 Application for Permit

Application for permits for sewer connections must be made in writing by a licensed and bonded contractor or plumber, on an application furnished by the District. Any permit issued shall be subject to the rules and regulations of the District.

8.5.3 Additional Fee for Additional Survey and/or Inspection

In the event that the District finds the sewer connection at the building is not exposed when the inspector visits the site of construction, or if the District inspector determines that the permittee has not given sufficient information when making application for a permit, or if the permittee requests a change, which action by the permittee requires another visit or additional work is to be performed by the inspector, an additional fee may be determined and charged by the District.

8.5.4 Fee for Repairs and Replacement

Application for permits for sewer repair or replacement of any sewer line must be made in writing by the owner or his/ her licensed and bonded sewer contractor or plumber. Repair or replacement of any sewer line shall be tested and inspected in accordance with the rules and regulations as set forth by the District. A fee shall be determined and collected by the District for each such inspection.

8.5.5 Permits must be Procured before Starting Work

If any work requiring a permit is commenced without a permit first having been obtained therefore, the District may immediately issue a stop work order until the proper permits are obtained, and such an offender shall, in addition to any other penalties, be charge double the regular permit fee.

8.5.6 Sewer Connection Study Fee

In order to determine the feasibility of connecting a building to the District sewer system, the applicant shall be responsible to make such study as required which study cost shall be borne by the applicant.

8.5.7 Failure to Remedy Defective Work

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

8.5.8 Permit Not Transferable

No sewer contractor or plumber shall use or allow his license to be used in any way for the purpose of procuring a permit for any person other than himself, or his duly authorized representative. The duly licensed and bonded sewer contractor or plumber shall be responsible for any and all work done pursuant to the issuance of any permit specified hereunder, regardless of whether the work is actually done by said contractor or his duly authorized representative.

8.5.9 Work must be Completed within 60 days

The work authorized by a permit hereunder shall be done with all possible speed and in accordance with POTW rules and regulations. If the work is not completed within 60 days (unless a special extension is granted in writing by the POTW) the permit shall be void, no refund made for such permit, and a new permit must be obtained to finish the work.

8.5.10 Revocation of Permit

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

8.5.11 Inspection Required

8.5.12 The inspection of sewer lines shall be made in accordance with the most current version of the District's "Material and Construction Specifications." Re-inspection – Additional Assessment

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

8.5.13 Survey Stakes Not to be Removed

Survey stakes if set by the District for the sewer connection must not be disturbed, removed or covered. In the event that said stakes are not available for the inspector to check the pipeline when inspection is required, he may refuse to make an inspection of the work until stakes have been reset by the District and a fee to be set by the District has been paid by the permittee for the re-staking.

8.5.14 Permit Not to Be Issued Until Special Sewer Impact fees, and Assessments, are Paid

No permit for a sewer connection shall be issued until the District has been paid any required fees, assessments or surcharges, in addition to the connection fee. The District shall maintain a record of the

payment of the said assessments and fees, together with survey plats indicating the real property for which said sewer connection assessments and fees have been paid and these records shall be open to public inspection during the District regular business office hours. The payment of any of the assessments required by the District shall not relieve the owner of the payment of other fees required herein.

8.5.15 Design and Construction

The design and construction of the District sewer system shall conform to the requirement set forth in the “Materials and Construction Specifications” as set forth by the District in Section 3.1.

8.5.16 Engineering and Contractor Licenses Required

The actual design of the sewer systems shall be conducted by a Professional Engineer licensed in the State of Utah with 3 years of relevant experience. The construction of the sewer systems shall be performed by a Contractor licensed in the State of Utah with 3 years of relevant experience and approved by the District prior to the start of construction.

8.5.17 Safeguards for Public and Employees

All construction projects shall be adequately guarded by the contractor with barricades and lights so as to protect the public from hazards. OSHA regulations shall be adhered to. Public and private property disturbed in the course of the work shall be restored by the contractor in a safe manner, satisfactory to the District and West Valley City.

8.5.18 Inspection and Approval

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

8.6 Lift Stations

8.6.1 Sewage Lift Station Expense

Whenever any user makes an application for a sewage lift station permit(s), relating to property situated in areas when connected to the District’s sewer collection system will require the sewage to be pumped. The user thereof shall be required to pay all of the costs of the installation and maintenance of the required pumping station in the manner and the amounts provided. The District reserves the right to participate in the construction costs, and/or to require a third-party agreement to be signed. The District also reserves the right to exercise the option to receive ownership of said station, or to not receive ownership to the station. Notwithstanding to provisions of any other rule or regulation of the District now or hereafter enacted, the officers, and personnel dealing with applications referred to above are hereby directed and authorized to withhold granting the requested application, pending a feasibility study, and payment, for the capital costs of said pumping station expended by the District or by others. The costs of construction shall include land acquisition, legal services, engineering services, and insurance.

8.6.2 Sewage Lift Station Area

The District reserves the right to cause surveys and engineering studies to be made for the purpose of determining those service areas either within or without the District’s service boundary which would require the location of sewage pumping station(s), and for the feasibility of preserving the health and welfare of residents or businesses adjacent to the District’s service area. The pumping station service area may include areas outside of the District’s authorized service area including areas added by annexation, thus become part of the District service area.

8.6.3 Sewage Lift Station Construction

The construction of the pumping station shall be of such size, and material as required by the District may determine will be necessary to safely provide service to an entire lift station service area even though a pending application before the District may involve only a portion of the service area. All sewage lift stations shall be planned, designed and constructed in accordance with applicable State of Utah and District Rules and Regulations.

8.6.4 Approval Required

Prior to any design or construction work being performed, all persons, developers, contractors, and all others, shall conform with all District Rules and Regulations and shall apply to the District for its written approval.

8.7 Sanitary Waste Dump Station

These requirements apply to all commercial and private recreational vehicle (RV) sanitary waste dump stations discharging to the District's sewer system.

8.7.1 Permitted Waste

Only domestic sanitary waste and gray water from RV holding tanks may be discharged. The discharge of industrial waste, hazardous waste, oil, grease, chemicals, or other prohibited substances under District rules is strictly forbidden.

8.7.2 Owner/Operator Responsibilities

Owners/operators are responsible for ensuring their facilities are properly maintained in a sanitary condition. Spills, leaks, or overflows must be contained, cleaned, and reported to the District immediately. Owners/operators must inform users of proper disposal procedures and restrictions.

8.7.3 District Authority

The District may inspect any RV dump station at reasonable times to verify compliance. Violations may result in enforcement actions, including cost recovery for damages, fines, or suspension of discharge privileges.

CHAPTER 9

PRETREATMENT PROGRAM – FATS, OILS, GREASE, AND SAND (FOGS) CONTROL

9.1 Purpose

The purpose of these Rules and Regulations is to establish uniform requirements for controlling the discharge of fats, oils, and grease (FOG) into the wastewater collection system to protect the integrity and operation of Publicly Owned Treatment Works (POTWs). This program aims to: prevent blockages, sanitary sewer overflows (SSOs), and interference caused by FOG accumulation in sewer lines and treatment facilities, ensure compliance with the Clean Water Act and the General Pretreatment Regulations (40 CFR Part 403), safeguard public health and the environment by reducing pollutants that may pass through or disrupt treatment processes, promote best management practices (BMPs) for food service establishments and other contributors to minimize FOG discharges, and to support recycling and resource recovery opportunities for wastewater and sludge.

These regulations apply to all Commercial, Industrial, and Institutional users that have the potential to discharge deleterious wastewaters containing elevated levels of fat, oils, grease and/or sand and grit to the POTW, including food service establishments, and provide the legal authority for monitoring, enforcement, and implementation of local limits necessary to maintain system reliability and regulatory compliance.

9.2 Definitions

See Section 8.2.

9.3 Interceptor and Trap Installation Specifications

- 9.3.1.1 Grease and Sand/Oil Interceptors in accordance with District standards shall be required of any Commercial User when the District determines they are necessary for the proper handling of wastewater containing FOGS in excessive amounts except that such interceptors shall not be required for residential dwelling units.
- 9.3.1.2 All construction plans for interceptors shall be submitted to the District for review and approval prior to installation. All interceptors shall be of a type, construction, and capacity approved by the District in conformance with the requirement set forth in the “Materials and Construction Specifications” as set forth by the District in Section 3.1.
- 9.3.1.3 All interceptors shall be installed and located so as to be readily accessible for cleaning by the User and inspection by District employees. Interceptor access manholes should not be located in parking spaces or adjacent to entrances or exits.
- 9.3.1.4 All interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which are gas and watertight.

- 9.3.1.5 All existing commercial or industrial businesses shall have one year upon notification by the District to install an interceptor where required by District standards. Failure to comply with such notification User will be charged the maximum surcharge rate.
- 9.3.1.6 Interceptors for businesses that have closed shall be dewatered and cleaned by the owner of said establishment. In the event that the business owner is incapable of dewatering and cleaning the interceptor the owner of the property on which the interceptor is located will be primarily responsible to dewater and clean said interceptor. A representative of the District may inspect and verify this process has been completed to the satisfaction of the District.
- 9.3.1.7 Grease Traps are only allowed in place of grease interceptors when it is physically impossible to install a grease interceptor outside of the building or business. As such, a variance request from the owner of the property must be made to the District with a letter from a Utah State certified plumber or engineer.
- 9.3.1.8 Alternative, but equivalent, FOGS management BMPs may be approved on a case-by-case basis, in lieu of installation of interceptors and traps.
- 9.3.1.9 Sampling Manholes per District “Materials and Construction Specifications” shall be installed directly downstream from Grease or Sand/Oil Interceptors. Sanitary Sewer shall not enter the Sampling Manhole. All sanitary lines shall be connected downstream from Sampling Manhole per District “Materials and Construction Specifications.”

9.4 General FOGS Waste Discharge Limits and Requirements

It shall be unlawful to discharge within the District’s jurisdiction, any sanitary wastewater, commercial and industrial waste, or other polluted waters, except where suitable treatment has been provided in accordance with provisions of these Pretreatment Rules and Regulations. The following are general requirements and prohibitions applicable to this Section:

- 9.4.1.1 The discharge of any substance into the sewer system that exceeds or violates general or specific prohibitions listed in Section 8.3.1 (General Prohibitions) is prohibited.
- 9.4.1.2 The discharge into the sewer system of FOGs that may accumulate and/or cause or contribute to blockages in the sewer system or at the sewer system lateral except as provided herein is prohibited.
- 9.4.1.3 Installation and use of food grinders in new and/or remodeled FSE’s is not recommended.
- 9.4.1.4 Degreasers shall not be added as sewer aids to any plumbing that leads directly or indirectly to any interceptor.
- 9.4.1.5 The disposal of cooking oil (yellow grease) into the sewer system is prohibited. All waste cooking oils shall be collected, stored and labeled properly in receptacles such as barrels or drums for recycling or other acceptable methods of disposal.
- 9.4.1.6 The discharge of wastewater with temperatures in excess of 140°F to any FOGS control device including interceptors and traps is prohibited.
- 9.4.1.7 The discharge of waste from toilets, urinals, washbasins, and other fixtures containing fecal materials into sewer lines intended for interceptor service is prohibited.

- 9.4.1.8 The discharge to the sewer system of any waste including FOGS and solid materials that were otherwise removed from an interceptor or other FOGS control device is prohibited. Wastes removed from interceptors must be hauled off and properly disposed of periodically in compliance with operation and maintenance requirements.
- 9.4.1.9 Operation of an interceptor with FOGS and solids (floating + settled) accumulation exceeding 25 percent of the design hydraulic depth of the interceptor is prohibited.
- 9.4.1.10 Commercial Users shall during regular business hours, provide immediate and safe access to the CVWRF or District Pretreatment Staff to the Users premises and FOGS handling BMP facilities.
- 9.4.1.11 The Pretreatment Operator may require visual monitoring at the expense of the Commercial User to observe conditions of the User's sewer lateral and lines downstream.
- 9.4.1.12 No private residential dwelling shall be used for commercial food preparation or housing of any Food Service Establishment (FSE).
- 9.4.1.13 All Mobile FSE shall have a dedicated commercial Commissary that is permitted through West Valley City and subject to all Salt Lake County Health Department Regulations as well as all commercial user controls and requirements.

9.5 Kitchen Best Management Practices (BMP) Requirements

All Food Service Establishments (FSE) shall be required, at a minimum, to implement and comply with, the following Kitchen BMPs, whenever applicable:

- 9.5.1.1 Drain screens (strainers) shall be installed on all drainage pipes in food preparation areas.
- 9.5.1.2 All waste cooking oil shall be collected and stored properly in recycling receptacles such as barrels or drums. Such recycling receptacles shall be maintained properly to ensure that they do not leak.
- 9.5.1.3 All garbage and food waste shall be disposed of directly into trash bins or containers, and not in sinks, drainage pipes or the sewer system. Food waste should be disposed of in lined trash bins.
- 9.5.1.4 Employee Training: Employees of the FSEs shall be trained twice each calendar year in the following areas:
 - 9.5.1.4.1 How to "dry wipe/scrape" pots, pans, dishware and work areas before washing to remove FOG.
 - 9.5.1.4.2 How to properly dispose of garbage, food waste and solids in lined plastic bags prior to disposal in trash bins or containers to prevent leaking and odors.
 - 9.5.1.4.3 The location and use of absorbent products to clean under fryer baskets and other locations where FOG may be spilled or accumulated.
 - 9.5.1.4.4 How to properly dispose of cooking oil from fry equipment into a FOG receptacle such as a barrel or drum without spilling.
 - 9.5.1.4.5 Training shall be documented and employee signatures recorded indicating each employee's attendance and understanding of the practices reviewed. Training records shall be available for review at any reasonable time by the Pretreatment Operator, or designee.
- 9.5.1.5 Exhaust filters shall be maintained in good operating condition utilizing frequent cleaning practices. The wastewater generated from cleaning the exhaust filter shall be disposed properly.

- 9.5.1.6 Kitchen BMP and “NO GREASE” signs, posters or similar information inappropriate language(s) shall be prominently displayed in the food preparation and dishwashing areas at all times.
- 9.5.1.7 Absorbent materials shall be placed under fryers and other areas where FOG typically or frequently drips or spills.
- 9.5.1.8 Covered devices shall be used in transporting FOG to prevent spills.
- 9.5.1.9 FOG containers shall be emptied before they are full to avoid spills.
- 9.5.1.10 “Spill Kits” (e.g., absorbent materials, kitty litter) shall be provided and readily available in the event of a spill.

9.6 Interceptor Operation and Maintenance Requirements

All existing and newly constructed interceptors shall be operated in accordance with the manufacturer’s specifications. The maintenance frequency for all Commercial Users with interceptors shall be determined by the following:

- 9.6.1.1 Where installed, an interceptor shall be fully maintained by the User at its sole expense, in a continuous, efficient manner at all times subject to District inspection and approval.
- 9.6.1.2 Interceptors shall be maintained in efficient operating condition by the periodic removal of the full contents of the interceptor. Interceptors shall be fully pumped out and cleaned at a frequency such that the combined floating and settled FOGS accumulation does not exceed 25% of the design hydraulic depth of the Interceptor. This is to ensure that the minimum hydraulic retention time and required available volume is maintained to effectively intercept and retain FOGS.
- 9.6.1.3 If an interceptor is at any time observed by the District or designee to contain floating and settled FOGS accumulation in excess of 25 percent, the user shall be required to have the interceptor serviced as soon as possible, but no later than 10 days, such that all FOGS, sludge, and other materials are completely removed from the interceptor.
- 9.6.1.4 The owner of the property on which a Common Interceptor and/or the facilities discharging to a Common Interceptor are located shall be primarily responsible for the maintenance, upkeep, and repair of the interceptor.
- 9.6.1.5 No Commercial User shall increase the use of water or in any other manner attempt to dilute a discharge as a way of achieving compliance with these Pretreatment Rules and Regulations.

9.7 Grease Trap Operation and Maintenance Requirements

- 9.7.1.1 Where installed, a grease (fixture) trap shall be fully maintained by the User at its sole expense, in a continuous, efficient manner at all times subject to District inspection and approval.
- 9.7.1.2 A FSE may use or be required to install grease traps, in lieu of installation of a grease interceptor when (1) installation of an interceptor cannot physically be accomplished, (2) there is not adequate slope for gravity flow between kitchen plumbing fixtures and a proposed grease interceptor and/or between the grease interceptor and the private collection lines or the public sewer, or (3) no alternative pretreatment can be installed, all subject to the discretion of the District Engineer.

- 9.7.1.3 Grease Traps shall be installed and operated in accordance with the manufacturer's specifications and International Plumbing Code.
- 9.7.1.4 Grease Traps shall be maintained in efficient operating condition by removing accumulated grease on a as needed basis, or the frequency specified by the manufacturer, but no less than weekly.
- 9.7.1.5 Grease Traps shall be fully emptied of all food residues and any FOG waste during the cleaning and scraping process.
- 9.7.1.6 Grease Traps shall be inspected periodically, but in no event less than once a month, to check for leaking seams and pipes, and for effective operation of the baffles and flow-regulating device. Grease traps and their baffles shall be maintained free of all caked-on FOG and waste. Removable baffles shall be removed and cleaned during the maintenance process.
- 9.7.1.7 Automatic dishwashers and food grinder units shall not be connected to or discharged into any grease trap.
- 9.7.1.8 No FSE shall increase the use of water or in any other manner attempt to dilute a discharge as a way of achieving compliance with these Pretreatment Rules and Regulations.

9.8 Notification Requirements

A Commercial and Industrial User shall comply with the following notification requirements:

9.8.1 Notification of Spills and/or Sanitary Sewer Overflows (SSO)

In the event a User is unable to comply with the FOGS Pretreatment Rules and Regulations due to a breakdown of equipment, accidents, or human error or the user has reasonable belief that its discharge will violate the FOGS Pretreatment Rules and Regulations, the User or its representative shall immediately notify the Pretreatment Operator by telephone at: (801) 968-3551.

If the material discharged has the potential to cause or results in sewer blockage or SSO, the User shall immediately notify the District and the Pretreatment Operator by telephone at (801) 968-3551.

Confirmation of this notification shall be made in writing to the Pretreatment Operator no later than five (5) working days from the date of the incident to the following address: Pretreatment Coordinator, Granger-Hunter Improvement District, 2888 South 3600 West, West Valley City, Utah 84119. The written notification shall state the date of the incident, the reasons for the discharge or spill, and what steps were taken to immediately correct the problem and what steps are being taken to prevent a recurrence.

Such notification shall not relieve the user of any expense, loss, damage or other liability that may be incurred as a result of damage or otherwise arising out of a violation of these Pretreatment Rules and Regulations, or other applicable laws.

9.8.2 Commercial Facility Expansion

Commercial Users shall notify the District in writing at least 60 days prior to any facility expansion and/or remodeling or process modifications that may result in new or substantially increased FOGS discharges or a change in the nature of the discharge. The user shall submit any information requested by the District for evaluation of the effect of such expansion and/or remodeling or process modifications on the users FOGS discharge to the sewer system. The

written notification shall state the FSE name, name the title of the users contact person or person most knowledgeable concerning the facility expansion and/or remodeling or process modifications, address and telephone number of the user, date of the proposed facility expansion and/or remodeling or process modifications and the reasons for the same.

9.9 Record Keeping Requirements

The following records shall be maintained for no less than three (3) years and the Commercial User shall make them available to the District, or designee:

- 9.9.1.1 A record or logbook of interceptor or trap cleaning and maintenance practices and activities. The record or logbook shall include: dates inspected, name of Inspector, Inspector observations, dates cleaned, and dates and nature of maintenance.
- 9.9.1.2 A record or logbook of FSE Kitchen BMPs being implemented including employee training.
- 9.9.1.3 Any other information deemed appropriate by the District to ensure compliance with these Pretreatment Rules and Regulations.
- 9.9.1.4 Copies of records and manifests of waste hauling of interceptor contents, which will include: Name of hauling company and disposal site, name and signature of operator performing the pump out, documentation of volume of water and fogs removed, documentation if repairs to the interceptor and required, and records of any spills and/or cleaning of the lateral or sewer system.

9.10 Inspection and Sampling

Commercial Users are inspected on a regular basis by the District and CVWRF Pretreatment Staff to determine if the businesses are in compliance with these Pretreatment Rules and Regulations. The purpose of inspections is as follows:

- 9.10.1.1 To verify if Users are complying with Pretreatment Rules and Regulations.
- 9.10.1.2 To collect and analyze samples and compare results to established discharge limitations.
- 9.10.1.3 To provide evidence in support of enforcement actions.
- 9.10.1.4 To verify correction of problems.
- 9.10.1.5 To maintain records of User discharge constituents.
- 9.10.1.6 To provide data in order to calculate surcharge fees.

9.11 Fees

The District has established a fee schedule for the use of the wastewater collection system and CVWRF. The fees are published in the District Consolidated Rate Table. Fees are charged to Users of the District collection system and CVWRF based on the following factors:

- 9.11.1.1 Wastewater strength (BOD, TSS, oil and grease, etc.) Users that cannot be sampled will be charged a flat fee based upon the average rate of their FSE type. Types will include dine in, fast food/take out, and bakery and catering.
- 9.11.1.2 Other fees may include inspection and sampling costs, and construction inspection and plan review.