

**RULES AND REGULATIONS
OF THE
NIWOT SANITATION DISTRICT**

Adopted by
The Board of Directors

Resolution No. 1

(Series 1979)

Amended:
April 5, 1983
February 7, 1984
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**RULES AND REGULATIONS
OF THE
NIWOT SANITATION DISTRICT**

**ARTICLE 1
GENERAL – EXPLANATORY MATERIAL**

1.1 Scope. These Rules and Regulations shall be treated and considered as new and comprehensive rules and regulations, governing the operations and functions of the Niwot Sanitation District (District); and shall supersede any previous regulations of the District as contained in the minutes of the District which are in conflict with the provisions hereof. (8/4/92)

1.2 Policy and Purpose. It is hereby declared that the Rules and Regulations hereinafter set forth will serve a public use and are necessary to ensure and protect the health, safety, prosperity, security, and general welfare of the inhabitants of the District. The purpose of these Rules and Regulations is to provide for the control, management and operation of the sewerage collection and wastewater treatment systems of the District, including additions, extensions and connections thereto. (8/4/92)

1.3 Titles. Titles of articles and sections, when and wherever the same may appear throughout these Rules and Regulations, are used for convenience only and shall have no relevancy and/or effect upon the terms, provisions and conditions hereof or of the constructions or interpretation of same.

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

1.4.1 Actual Cost. Shall mean all direct costs applicable to the construction of a given sewer line or main, including construction, engineering, inspection, plan approval fees, etc., which have been paid by the line constructor.

1.4.2 Applicant. Any person, corporation, subdivider, developer, partnership, or quasi-municipal entity applying for or requesting service from the District.

1.4.3 Board and Board of Directors. A board consisting of persons elected to this Board by a vote of the people within the District, and in accordance with the statutes of the State of Colorado, and empowered to conduct the business of the District.

1.4.4 Commercial. Any applicant using the services of the District while engaging in business.

1.4.5 Contractor. Any person, firm, or corporation licensed by the District to perform work on and to furnish material to the District facilities.

1.4.6 Inspector. Shall mean the District Engineer or the District's duly authorized representative.

1.4.7 Monthly Charge. An amount determined by the Board to be paid per billing unit for the use of the District facilities.

1.4.8 Plant Investment Fee. That amount of money as determined by the Board which entitles the payer the right to connect to a District line for one residential single-family equivalent service.

1.4.9 Permit. Shall mean written permission of the Board to connect to a sewer line that is under the jurisdiction of the District pursuant to the Rules and Regulations of the District.

1.4.10 Person. Shall mean any individual, firm, company, association, society, corporation, or group.

1.4.11 Service Charge. The amount deemed collectible by the District for late or unpaid accounts.

1.4.12 Service Line. Shall mean the sewer extension from the building drain to the sewer main.

1.4.13 Sewer Main. Shall mean any pipe or conduit for carrying sewage other than service lines and building drains.

1.4.14 Sewer System. Shall mean all the collection and treatment facilities owned and operated by the District.

1.4.15 Shall. Is mandatory.

1.4.16 Single Family Equivalent Unit (SFE). Shall represent the average characteristics for a single-family home in the service area of the District. The details of these characteristics may be changed from time to time as better data is obtained to define the "Single-Family Equivalent." Some of the more important characteristics of the Single-Family Equivalent are:

- a. Average Occupancy = 2.6 persons (8/4/92)
- b. Average* Daily Sewage Flow per person = 100 gallons/day.
- c. Average* Daily Sewage Flow per SFE = 260 gallons/day. (8/4/92)
- d. Peak Hour Sewage Flow = 1,400 gallons/day = 58 gallons/hour.
- e. Public/Commercial/Industrial/Quasi-Public Taps. In the calculation of water drainage used to determine whether existing Public/Commercial/Industrial/Quasi-Public users have purchased the number

of taps that corresponds to their water consumption, Public/Commercial/Industrial/Quasi-Public uses shall be calculated in Gallons Per Month (GPM) on the following basis:

i. 0-7800 GPM = One Single Family Equivalent

ii. After the purchase of not less than one SFE for any Public/Commercial/Industrial/Quasi-Public use, the District will require purchase of portions of SFEs equal to projected flows of any given project. SFEs will be divided into five increments and calculated as follows:

1.	1.0 tap	=	Up to 7800 GPM
2.	1.2 taps	=	Up to 9360 GPM
3.	1.4 taps	=	Up to 10,920 GPM
4.	1.6 taps	=	Up to 12,480 GPM
5.	1.8 taps	=	Up to 14,040 GPM
6.	2.0 taps	=	Up to 15,600 GPM

iii. Small business owners operating their establishments from detached buildings in a residentially zoned district will not be required to purchase one tap. Instead, the homeowner shall be required to purchase a portion of a one tap equivalent under the same fee structure assessed all other businesses. That, at the District's discretion, said owner may have their water usage audited. (5/13/11)

*Average as used above applies only during the period in which the Single-Family Equivalent Unit is occupied.

For purposes of the Rules and Regulations, non-single-family uses shall be converted to the equivalent number of single-family units. This conversion shall be determined by the District on the basis of the characteristics that are common to both single-family and non-single-family uses, e.g., offices, etc. Where more than one characteristic is common to both uses, a weighing factor may be used to establish the relative importance of these characteristics on the sewer system.

1.4.17 Subdivision. A subdivision shall be defined as any single parcel of the land which is subsequently divided into two or more parcels for the purpose of constructing dwelling units or other use on any of the smaller parcels.

1.4.18 Tap on Connection. The right to connect a service line from a dwelling or structure to the collector or interceptor lines of the District and to discharge sewage equal to one single-family equivalent unit.

1.4.19 Tapping. The physical act of connecting the service line from the structure or dwelling to the lines of the District.

1.4.20 User. Shall mean any person to whom sewer service is furnished, be it renter, record owner, corporation, company, individual, etc.

ARTICLE 2 OWNERSHIP AND OPERATION OF FACILITIES

2.1 Policy. The District is responsible for the collection and treatment of sewage from users within the District and the maintenance, repair, and replacement of all facilities, except service lines and/or building drains, owned by the District, but shall not be liable or responsible for interruption of service brought about by circumstances beyond its control.

2.2 Powers and Authority of Inspectors. The superintendent, inspector and other duly authorized employees of the District, bearing proper credentials and identification, shall be permitted, upon due notice to the user, to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing, in accordance with the provisions of these Rules and Regulations.

ARTICLE 3 USE OF DISTRICT SEWER SYSTEM

3.1 Unauthorized Use. No unauthorized person shall uncover, make any connection with or opening into, use, alter or disturb any District sewer or appurtenances without first obtaining a written permit from the District.

3.2 Responsibilities of the User.

3.2.1 No user shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process water to any sewer herein defined.

3.2.2 No user shall discharge or cause to be discharged to any sewer main, any harmful water or wastes, whether liquid, solid or gas, capable of causing obstruction to the flow of sewers, damage or hazard to structures, equipment and personnel of the sewage system or other interference with the proper operation of the sewage system. Waste shall be deemed harmful at the sole discretion of the District. Pretreatment shall be provided by the user before the waste is allowed to enter the District's disposal system. Any user required to pre-treat wastewater shall be required to enter into an Industrial or Commercial Subdivision Service Agreement with the District. The general format of such agreement is set forth in **APPENDIX A. (8/4/92)**

3.2.3 Each user shall be responsible for constructing and maintaining the entire length of his service line. Leaks or breaks in the service line shall be repaired by the property owner within two months from the time of notification of such condition by the District. If satisfactory progress toward repairing the leak is not being made, the inspector shall have the authority to terminate the service or have the line repaired. The District shall bill the owner all resulting costs thereof, including, without limitation, inspection fees.

3.3 Connection to District System. The right to connect to the District system may be obtained by making formal application to the District at its office and complying with the Rules and Regulations of the District and other requirements as may be in force at the same time. Applications will be considered by the District based on the following criteria.

3.3.1 Tap purchases generally fall into three categories: (1) a subdivision; (2) the single tap; and, (3) several taps. The procedures to be followed in each of these categories are as follows:

a. Subdivision. In order to obtain taps for a subdivision, the applicant must make a formal application to the District. This application will be reviewed by the Board and its technical advisors to determine if service to a particular location is feasible. This application shall include plans in a form satisfactory to the District and which are detailed enough to determine the location of service required, number of taps required and physical features which may affect service. The application shall also be accompanied by payment of a fee for technical review, which fee is set by the Board. Provided the Board determines that service to a particular location is feasible, the applicant will then be required to enter into a Residential Subdivision Service Agreement with the District and pay certain sums of money as required in the Agreement. To properly plan the facilities and maintain a high standard of service by the District, the District must be able to project the required services and, therefore, must have Subdivision Service Agreements binding upon both the applicant and the District to properly provide such service. The general format of the Residential Subdivision Service Agreement is set forth in **APPENDIX B. (8/4/92)**

b. Single Tap. A single tap may be purchased by making application to the District at its office and obtaining a determination from the District that this certain tap can be feasibly served. If it is found that it can be served, the tap may be purchased by payment of the plant investment fee, and the applicant must then make arrangements to have his service lines installed by a contractor approved by the District. Once the service line is installed from the structure or dwelling to the line of the District, the District, for the sum currently being charged as a tapping fee, will tap the line and connect the service. This tapping fee is payable in advance of the tapping. All connections to the lines belonging to and owned by the District shall be made only by the District or its designated representative.

c. Several Taps. More than one tap may be purchased from the District if the purchase is for use on dwellings and structures which do not fall into the subdivision category. The limit on the number of taps which shall be sold to any given location without that location being deemed a subdivision shall be made by a decision of the Board. Purchase of these taps shall be handled the same as that of a single tap.

3.3.2 Each tap purchased must be connected to the District lines separately. In no case will two dwellings or structures be allowed to connect to the District lines on one tap.

3.3.3 No new buildings with plumbing facilities of any nature shall be constructed within the District unless connected to the District's sewer system, except that the Board may permit the Owner to install temporary individual disposal facilities, providing that his case complies with all three of the following conditions:

- a. Extension to the District's system would create an unreasonable financial burden on the Owner.
- b. A private disposal system is constructed meeting all State and County Health Department requirements.
- c. The owner deposits to the District the appropriate fees and charges required by these Rules and Regulations or as amended from time to time. (8/4/92)

3.3.4 All existing buildings shall connect to the District's system when the District is capable of furnishing service and is available within 400 feet of the buildings. All extensions and connections shall be in accordance with the practices and conditions hereinafter contained. (See Article 5, Sewer Line Extension Policies) (10/ /13)

3.4 Unauthorized Connection. No user shall make any connection to any District facility without all District Permits required by these Rules and Regulations. Bypassing, breaking, damaging, destroying, removing, uncovering, altering, defacing, or otherwise tampering with any portion of the District System shall be prohibited by these Rules and Regulations. Any unauthorized connection or tampering may be treated as second degree criminal tampering pursuant to Sec. 18-4-506, C.R.S. Such an act is classified as a class 2 misdemeanor and the District reserves the right to pursue criminal prosecution and enforcement of the law.

3.4.1 French Drains/Sump Pumps. No user shall be permitted to connect a French drain or dewatering sump to the District system. Any such French drain or sump system shall not be tied into or connected with the sanitary sewer collection system in any manner. Violation of this regulation may result penalties being imposed against the user and its property in accordance with Article 6 of these Rules and Regulations.

3.5 Tapping. The right to tap the District lines shall be obtained in accordance with the methods outlined in the previous section. If, however, lines are to be constructed within a subdivision, stub-outs shall be made from under the streets so that subsequent cutting of the streets is not required. These stub-outs shall be plugged, inspected, located and approved in writing by an official designated by the District to provide such inspection. A map in a form satisfactory to the District shall be provided to the District. Actual costs incurred by the District for such inspection and mapping shall be reimbursed by the applicant. Actual tapping of the lines shall be done only with equipment approved by the

District and by a representative of the District or under his direct supervision.
(8/4/92)

3.6 Tap Transfer. A tap, when purchased, is a right to tap the District lines and commitment by the District to accept normal residential sewage discharge from that tap. A tap, when purchased, stays with the property for which it was purchased. The District will not approve of or allow taps to be transferred from one location or dwelling to another. Taps can be transferred by the current owner of real property to the subsequent owner of the same property by paying all outstanding fees and charges plus and tap transfer fee as established from time to time by resolution of the District's Board of Directors. The transfer fee is charged to reimburse the District for the necessary change of name and address on the many books and documents kept by the District. The current owner of such property shall remain liable for all fees and charges, whether incurred by him or by a subsequent owner, until all outstanding fees and charges, including the transfer fee, are paid in full and the transfer has been effected on the District's records. In this connection, if they desire, it is the responsibility of the current owner and subsequent owner (and not the responsibility of the District) to prorate all outstanding fees and charges between them. (8/6/85; 12/2/86; 8/4/92)

3.7 Commencement of Monthly Charges. Monthly service charges as provided in Article 4 below become due and payable when the user connects to the District's sewer system, or one year from the date on which the tap is purchased, whichever event occurs first. This Section 3.6 shall be effective for all taps connected or purchased on and after May 7, 1985. (5/7/85)

ARTICLE 4 FEES AND CHARGES

4.1 Plant Investment Fee. An applicant for sewer service from the District shall agree to pay a sewage plant investment fee in the amount currently being charged by the District when the service is granted for each single-family equivalent unit (SFE) requesting sewer service, or such fraction or multiple thereof as shown in the following schedule. Such fee shall be paid in full prior to the time that each single-family equivalent unit is connected to the District system, and shall be purchased prior to obtaining a building permit from the Boulder County Building Department. If the fee is a result of increased water usage at an existing commercial, industrial or quasi-public structure, said fee shall be paid either in full or within a 24-month period. Said fee shall be in addition to all other fees and charges relating to sewer service described elsewhere in these Rules and Regulations, and in no case shall such plant investment fee be rebated under any circumstances. A plant investment fee shall be paid for each SFE as listed below: (2/12/01)

RESIDENTIAL USER

TYPE OF USE	gpm	SFE
All private dwellings, apartment, individual condominium unit, mobile home or other single-family unit that can be constructed as such.	7800	1.00

COMMERCIAL USERS

TYPE OF ESTABLISHMENT/USE	gdpd	% of SFE
Small Business - Office	35	.13
Small Business - Retail without public facilities	35	.09
Small Business - Retail with public facilities	400	1.20
Restaurants (based on seated unit)	28	.08
Car wash (per stall)	853	2.56
Service Station & Repair garage	853	2.56
Medical Offices/ Clinics per bed	125	.37
Laundromats (per machine)	400	1.20
Hotels/motels - per unit	150	.45
Grocery stores	666	2.00

INDUSTRIAL USER

TYPE OF ESTABLISHMENT/USE	gdpd	% of SFE
Complex without facilities	35	.13
Complex with lunch facilities	45	.17
Complex with lunch facilities & showers	35	.21

PUBLIC / QUASI PUBLIC

TYPE OF USE	gdpd	% of SFE
Schools (elementary) - per student	12	.03
Schools (high school) - per student	25	.07
Preschools - per student	12	.03
Churches	tdbss	tdbss
Recreation Center / Health facilities	27	.10

SFE = Single Family Equivalent

gdpd = gallons per day per person

gpm = gallons per month

tdbss = to be determined based on size and service

Additions or modifications to buildings connected to the District's sewer system which represent a change in use shall be re-evaluated as to monthly service charges and additional plant investment fees as may be determined at the discretion of the Board and within these Rules and Regulations. The District will periodically review the water usage of commercial and industrial uses and this usage may be used as a basis to increase the number of taps required if the information indicates that the usage is greater than anticipated when service began. (4/2/91)

Notwithstanding the four categories of users previously described, the District reserves the right to permit potential customers that would normally fall into the category of either Commercial User or Industrial User to establish, at the discretion of the District's Board of Directors, a special fee schedule that is appropriate and meets the operational and financial needs of the District. In order to be eligible, the following criteria must be met:

1. Commercial and industrial users which shall demonstrate to the satisfaction of the District that their water usage will exceed fifty single family equivalents;
2. Water use is exclusively domestic in nature;
3. The user's financial contribution to the District will significantly improve the financial status of the District; and
4. District customers will obtain a significant economic benefit in both operational costs and capital improvement costs. (7/9/02)

Refer to Article 4.6 below for the District's requirements concerning additional plant investment fees.

4.2 Tapping Charge. This charge shall be made by the District to reimburse the costs incurred by the District for making the physical tap to the District lines. This tap must be made by the District for its appointed representative. This charge is payable before a tap is made. This current tapping charge is as established from time to time by resolution of the District's Board of Directors. (8/4/92)

4.3 Sewer Service Rates.

4.3.1 Rates for Property Located in the District. In every case where the District furnishes sewer service to property located within the District, the District shall be paid for sewer service in accordance with the following-described policy:

All rates for sanitary sewer service shall be based on the single-family equivalent (SFE) as defined in these Rules and Regulations. The monthly service charge per single-family equivalent shall be as established from time to time by resolution of the District's Board of Directors. The bi-monthly user charge to any individual user shall be computed on the basis of whole SFEs and any user with a fraction of an SFE shall be charged for the entire SFE. (8/4/92; 2/12/01)

At the time of connection, the District shall determine the number of single-family equivalents to be served by a new connection according to the charges established above for a single-family equivalent. The District reserves the right to re-evaluate the service charges to any sewer tap at any time. For convenience in estimating what the charges may be for typical uses, the following tabulation was prepared. This table lists the SFE equivalents for various types of typical uses.

The services charged to the user may be greater or less than those served from the following table whenever in the opinion of the District the service being supplied represents a greater or lesser number of single-family equivalents than those listed.

Any user who has a usage less than the number of SFEs that were purchased may relinquish ownership of the unused SFE by returning it to the District (without compensation). If this is done, the District will reduce the number of SFEs billed to

the user by the amount relinquished. However, if usage increases beyond what SFEs are owned, the owner shall be required to purchase whatever number of SFEs are necessary to support his usage.

RESIDENTIAL

TYPE OF USE	Allocable SFE
All private dwelling, apartment, indivisible condominium unit or any other living unit that is classified as a single family unit	1.00
Mobile home parks, trailer courts or trailer parks (per unit space)	1.00

COMMERCIAL USERS

TYPE OF ESTABLISHMENT/USE	Allocable SFE
Small business - Office (per 16 employees)	1.00
Drug stores, grocery stores, business offices or similar establishments	1.00
Medical offices, clinics	1.33
Barber shops, beauty salons*	1.65
Meat markets*	1.50
Service stations and repair garages*	2.00
Restaurants, cafes, taverns or similar establishment - per seated unit, i.e., chair or seat	.06
Laundromats (per machine)*	.08
Hotels and motels (per rental unit)	.35
Rooming houses and dormitories (per bed space)	.23
Car washes (per stall)*	2.00
Health clubs (per 60 members)	.80

*May require pre-treatment

INDUSTRIAL USER

TYPE OF ESTABLISHMENT/USE	Allocable SFE

PUBLIC/QUASI PUBLIC

TYPE OF USE	Allocable SFE
Schools with cafeteria and showers (per student, faculty member and administrator) based on initial enrollment at beginning of each school year	.015
Schools without cafeteria and showers (per student, faculty member and administrator) based on initial enrollment at beginning of each school year	.01
Pre-schools (per student)	.06
Lodge rooms, halls, churches or other similar establishments	1.00

(8/4/92)

Special Uses. For swimming pools or other special uses, the rates will be determined on an individual basis after the District has made a determination of the effect of such use upon the sewer system.

NOTE: For establishments of any kind falling into more than one of the above categories, each separate category would be computed individually and then all categories totaled for the establishment's total monthly charge.

Commercial applications shall also be carefully reviewed to determine the type of sewage to be treated and the ability of the District's facilities to treat this sewage (i.e., service stations, dry cleaning, etc.).

4.3.2 APPLICATION OF USE MONITORING WHEN ATYPICAL RESULTS IDENTIFIED.

1. Commercial and industrial users which can demonstrate to the satisfaction of the District that increased water usage is a direct result of a water leak; or
2. That their water use is attributable to an isolated, atypical event, and are not anticipated to occur in the future, may avail themselves, at the District's discretion, of the following options:
 - a. Increased usage caused by a water leak will result in a fee assessed proportionate to the average water use over the monitoring period.
 - b. Increased usage due to an atypical event will result in a fee assessed proportionate to the average water use over the monitoring period. If the owner's water usage, in the future, exceeds that of the taps purchased, owner will be required to purchase the number of taps that reflect the water usage.

The fee schedule will equal 12% of the cost of the tap, and surcharge where applicable, or portion hereof as defined herein. (4/11/14)

4.3.3 Rates for Property Not in Water District. In every case where the District furnishes sewer service to property not included in the District, the District shall be paid for sewer service at the discretion of the District by specific contract with the entity or individual receiving service, and all fees, rates and charges shall be fixed and determined by the District with reference to such service and contained in said contract.

4.4 Sewer Service Billing.

4.4.1 Billing and Payment. Statements for all charges shall be mailed to the record owner of the property served on or about the first working day of the months of January, March, May, July, September, and November. Statements shall include all

charges (monthly charges, penalties, service line repair charges, etc.) incurred during the previous two-month calendar period. (9/2/86; 12/2/86; 8/4/92)

- i. Property Owners will be directly billed for all user and other chargers on their property. (2/11/11)

4.4.2 Delinquent Accounts. All statements are due and payable in full on or before the first day of the next month, e.g., a statement mailed on or about the first working day of January is due and payable on or before February 1. Any statement which is not paid in full on or before the first day of the month following the month in which the statement is mailed shall be deemed a delinquent account. Partial payments on accounts will not be accepted by the District.

4.4.3 Delinquency Charges. In addition the amount deemed delinquent, the Board shall from time to time establish, by resolution, delinquency charges. The procedure for imposing such charges shall be as follows:

- a. A delinquency charge will be added to each delinquent account each month that account is delinquent.

- b. At the point that an account is four months delinquent, the account will be billed the normal service charge for four months plus four months of monthly delinquent charges.

- c. If the District does not receive payment in full of the four months outstanding balance (billed during the second billing), on or before the date on which the statements are mailed for the next two months of charges, an additional delinquency charge will be imposed.

- d. The third billing statement, representing six months of delinquency, issued to a delinquent customer for one tap will include the six months of accrued balances, six months of the monthly penalty, the additional delinquency charge imposed at the fourth month and another delinquency charge to initiate disconnection procedures. A letter from the District will also be sent to the property owner which explains the delinquency fees that have been imposed and that, if the account remains delinquent, the customer's service may be disconnected under the circumstances described in paragraph 4.4.4.a. or certifying to the Boulder Treasurer the outstanding charges for collection. (8/4/92)

- i. The Manager is authorized to levy a delinquency charge not to exceed 10% of the delinquent monies owed.

- ii The Manager shall annually report to the Board as to the percentage added to the delinquent charges at the meeting where the resolution certifying past dues service charges is made.

- iii. The Manager shall obtain Board approval authorizing charges in excess of ten percent. (10/12/12)

4.4.4 Disconnection.

a. If a delinquent account is not paid, together with accrued delinquency charges, within 30 calendar days of the mailing of the third statement and written notification as provided in paragraph 4.4.3.d above, the Board may, at its discretion, direct the District's employees, agents, and/or engineer to dig it up and disconnect the sewer line and terminate the service of the delinquent customer not sooner than five days after date of service or mailing of a "Shut-Off Notice."

b. In the event the Board determines the service shall be disconnected, the District shall cause a "Shut-Off Notice" to be delivered to the premises to which the District provides service. The Notice shall state that the delinquent account, plus all charges and penalties, including a flat charge of \$40 to cover the cost to the District for attorneys' fees and service of the "Shut-Off Notice," must be paid not later than the time and date set forth in the Notice. If the owner, occupant or user cannot be located for personal service, it shall be lawful to attach the Notice to such premises in a conspicuous location. (8/4/87)

c. If disconnection has been commenced, there will be an additional charge of such amount as the Board establishes from time to time by resolution plus the actual costs to the District of making such disconnection and reconnection. These charges, in addition to all delinquent amounts, penalties and interest, shall be paid in full prior to service being restored. (8/4/92)

4.4.5 Lien. Until paid, all monthly charges, penalties, fees and delinquency charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the manner in the manner as provided by law. In those circumstances where the Board is unable to disconnect service, or determines that disconnection is not in the best interests of the District, the District may cause a lien to be filed against the property pursuant to law. (9/2/86; 8/4/92)

4.4.6 Security Deposits. The District shall have the right, in the discretion of the Manager, to require new or existing customers to furnish adequate assurance that they will pay their statements for all charges. Such assurance shall be in the form of a \$100 security deposit. The District shall have the right to apply the security deposit to pay a delinquent account, and, if so applied, to require the customer to replenish the security deposit so that it remains at \$100. If the customer fails to make or replenish the security deposit, the District shall have the right to disconnect the customer's service in accordance with the procedures set forth in Section 4.4.4 above. Any customer who has been required to furnish a security deposit shall be refunded any unused portion of such deposit upon termination of service to the

customer or when the Manager determines that the security deposit is no longer necessary. (2/7/87)

4.5 Inclusion of Property in District. Property may be included in the District in accordance with the provisions of Colorado statutes at the discretion of the Board. Persons petitioning for inclusion of real property in the District shall submit with their petition an amount deemed appropriate by the District to cover all costs and expenses incurred by the District in processing such petition.

4.6 Additional Plant Investment Fees. The District shall conduct an annual water usage survey to determine the number of plant investment fees required by each commercial, industrial, or quasi-public user. The usage shall be determined by averaging water use for the preceding months of November, December, January, February, and March. Irrespective of increments purchased, bi-monthly user charges will be rounded up to the next highest whole number. Commercial, industrial, or quasi-public users required to purchase additional SFEs shall be provided with an option to pay the plant investment fee in installments over a period not to exceed 24 months. (2/12/01)

4.7 Non-Standard Plant Investment Fees.

1. All residents residing in a Niwot home on a septic system that have lived in that home prior to October 1, 1996 shall be eligible to purchase a tap for \$7000.00 plus any user fees that they would have incurred from that time until a tap is purchased.
2. Residents residing in the Morton Heights subdivision with a home on a septic system prior to October 1, 1996 shall be eligible to purchase a tap for \$3000.00 plus any user fees that they would have incurred from that time until a tap is purchased.
3. Residents residing in Old Town Niwot prior to October 1, 1996 and with a home constructed prior to 1973 and served by septic shall be eligible to purchase a tap for \$3000.00 plus any user fees that they would have incurred from October 1, 1996 until a tap is purchased.
4. All others not included in the above categories shall purchase a tap at the cost of the tap fee then in effect in the District. (5/10/05)

**ARTICLE 5
SEWER LINE EXTENSION POLICIES**

5.1 General. It shall be unlawful for any person to construct a sewer main or service line to be connected to the District's sanitary sewer system without having made formal application to the Board for approval, having complied with all requirements and regulations of the Board, and having received written authorization from the Board, or its designee.

5.2 Extension of Sewer Collection Facilities. Any applicant for sewer service from the District shall pay the full cost of construction and inspection of all extensions and connections, exclusive of sewage treatment facilities, but including necessary easements,

rights-of-way, and permits from county, state, or other governmental agencies, as are required to provide service by the District and connect the applicant to the District's existing system, unless otherwise provided by the District.

5.3 Submission Sewer Extension Plant to District.

5.3.1 Prior to the initiation of construction by any applicant proposing to construct sewer collection facilities under Section 5.2 of these Rules and Regulations, the applicant shall submit construction plans and specifications to the District for review. Any cost of such review by the District or its engineer shall be borne by the applicant. Such plans shall conform to the sewer design standards as may be established by the District from time to time.

5.3.2 No sewers shall be constructed within the Board's jurisdiction until final plans and specifications have been approved by the Board or its engineer and written authorization to proceed has been obtained from the Board. No sewer lines shall be accepted by the Board or placed into operation unless they have been inspected and approved by the Board's authorized inspector or engineer and it is determined that such lines meet in all respects the requirements set forth in the sewer design and construction standards established by the District.

5.3.3 No excavation shall be started until all required permits have been obtained.

5.3.4 No individual connections shall be made to the existing sewer system of the District without the express written authorization of the Board by permit.

5.4 Construction of Sewer Mains by Customers. At the sole discretion and direction of the District, the Applicant shall be required to install the facilities described in Sections 5.2 and 5.3 of these Rules and Regulations by private contract, subject to the approval of the plant and specifications by the District, receipt of a permit from the District as provided in these Rules and Regulations and District inspection of actual construction. At the sole discretion of the District, the Applicant may deposit with the District the estimated cost of reviewing, inspecting and installing the facilities described in Sections 5.2 and 5.3 of these Rules and Regulations, and the District may then proceed to make the installation with its own forces or by contract with a private contractor. In the event that the original deposit is insufficient, the Applicant shall, upon notification, immediately deposit the balance required with the District to complete the work.

5.5 Extension of Facilities – Reimbursement

5.5.1 Reimbursement When Applicant Extends Line. Any applicant who extends a sewer line to serve his particular area may be eligible for reimbursement from future connectors to that extension. The basis, or formula, for this reimbursement shall be determined by the Board of Directors, and shall be included as part of the sewer service contract. The applicant's right to reimbursement under a sewer contract shall extend for a period of ten years from the date of the execution of said contract.

The reimbursement shall be made from fees charged future connectors to the line for this specific purpose. The District shall impose an administrative fee for the administrative costs incurred as a result of the District's efforts in behalf of the developer. Furthermore, the District will use its best efforts to collect and remit such fees, but will not be held responsible for failure to do so. Such reimbursement shall not be made from any revenues, fees or charges inuring to the benefit of the District as a result of these Rules and Regulations, as amended. The District will collect the reimbursement fee and remit it to the applicant prior to the time of the connection.

It is recognized that there are many possible combinations of conditions relating to sewer line extensions which affect the basis for reimbursement. To help establish the basis for reimbursement, the following principles will be used as guidelines in establishing the reimbursement formula.

- a. The formula shall be simple to administer.
- b. The amount to be reimbursed to the applicant shall be that part of the cost of the sewer line extension, including necessary appurtenances, that is represented by the ratio of the use of other to the total use.

$$\frac{\text{Other SFEs}}{\text{Other SFEs} + \text{Applicant's SFEs}}$$

- c. When a sewer line extension is considered to be an intermediate section of a sewer line, the following principles will be used as guidelines:

- (1) There will be no sharing of costs with either the upstream or downstream sections of the sewer line.
- (2) Side connections joining at the downstream end (end closest to waste water treatment plant) will not share in the cost of the intermediate section, but will share in any allocable costs of the downstream section.
- (3) Side connections joining at the upstream and end of the intermediate section will not share in the cost of the upstream section, but will share in the cost of the intermediate section.
- (4) The District Sewer Master Plan will be used to help determine whether or not a sewer line extension is an intermediate section of a sewer line.

- d. Given the unique nature of requests for reimbursement, the Board reserves the right to accept or reject any given request and to utilize formulas that vary from the above, if circumstances warrant. Any agreement for reimbursement shall be negotiated at the time the Subdivision Service Agreement is being negotiated and shall be incorporated into such Agreement. (8/4/92)

5.5.2 Reimbursement When District Extends Line. Whenever the District extends a sewer line to serve a particular area, it shall be eligible for reimbursement from future connectors to that extension. The basis or formula for this reimbursement shall be determined by the District when the extension is authorized.

This reimbursement to the District shall be made by future connectors in the form of an aid-to-construction fee and shall be in addition to such other regular fees charges by the District, such as plant investment fees and use fees.

It is recognized that there are many possible combinations of conditions relating to sewer line extensions which affect the basis for reimbursement; the following principles will be used as guidelines in establishing the reimbursement formula.

- a. The formula shall be simple to administer.
- b. The amount to be reimbursed to the District shall be that part of the cost of the sewer line, including necessary appurtenances, that is unique to that particular extension
- c. When a sewer line extension is considered to be an intermediate section of a sewer line, the following principles will be used as guidelines:
 - (1) There will be no sharing of costs with either the upstream or downstream sections of the sewer line.
 - (2) Side connections joining at the downstream end (end closest to waste water treatment plant) will not share in the cost of the intermediate section, but will share in any allocable costs of the downstream section.
 - (3) Side connections joining at the upstream end of the intermediate section will not share in the cost of the upstream section, but will share in the cost of the intermediate section.
 - (4) The District Sewer Master Plan will be used to help determine whether or not a sewer line extension is an intermediate section of a sewer line.
- d. Given the unique nature of requests for reimbursement, the Board reserves the right to accept or reject any given request and to utilize formulas that vary from the above, if circumstances warrant. Any agreement for reimbursement shall be negotiated at the time the Subdivision Service Agreement is being negotiated and shall be incorporated into such Agreement. (8/4/92)

5.6 District Ownership.

5.6.1 Customers, applicant, landowners, subdividers or developers who have completed construction of sewers shall, before these sewers are accepted by the District for service, deed these sewers and appurtenances, except for service lines, including all necessary easements, to the District, free and clear of all liens and encumbrances, properly described by certified survey, and furnish a bond to cover all maintenance for one year from date of acceptance of the lines by the District. In addition, before these lines are accepted by the District, and before taps are issued to individual lots, the applicant shall provide complete “as built” drawings in a form acceptable to the District, including locations of “stub-outs.”

5.6.2 In the event a special district is formed by the applicant for the purpose of financing outfall sewer lines, sewer collector lines and appurtenances, the applicant shall agree that such transfer by deed shall take place when the subject lines and appurtenances are free of all liens and encumbrances incurred by said special district, and that in the interim period between acceptance for use and transfer to the District, the District shall be allowed to treat these lines and appurtenances as though they had been transferred by deed, that is, they shall have, but not be limited to, the right to determine who may use the line, conditions of use, fees to be paid and maintenance.

5.7 Submission of Development Plans. As a condition of service from the District, the customer shall agree not to develop his land without first submitting his development plans to the Board for its approval and entering into a Subdivision Service Agreement with the District. (8/4/92)

5.8 Applicant May Be Required to Install Sewage Flow Measuring Instrument. Whenever, in the opinion of the District, the use of water consumption measurements does not accurately reflect the amount of sewage flow or effluent produced by the customer, the District may, in its sole discretion, elect to require the customer to install a suitable sewage flow measuring instrument. The customer will be charged for sewage flow as indicated by the instrument, less the allowable infiltration or actual infiltration, whichever is less.

5.9 Defective Service Lines.

1. The owner of any defective line within the Niwot Sanitation District is required to repair or replace, at the District’s discretion, the service line in question.
2. The homeowner shall make repairs or replacement within two months of notification by the District. The District’s Manager may approve a time extension if she deems it legitimate.
3. That the service line owner provide the District with the following:
 - Pictures of the televised line
 - Request to either repair or replace the defective line dependent upon the results of televising the line

- Proof of repair or replacement. In the case of repair the line shall be inspected by the District and shall be re-televised by the homeowner. Replacement line shall be inspected by the District. (1/9/09)

ARTICLE 6 VIOLATIONS AND PENALTIES

6.1 Notices. Any person found to be violating any of the provisions of these Rules and Regulations shall be served with written notice stating the nature of the violation and providing a reasonable time limit for satisfactory correction thereof. Any notice shall be given in the same manner as provided for non-payment of fees and charges under the provisions of Article 4, Section 4.4, of these Rules and Regulations.

6.2 Liability to District. Any person violating any of the provisions of these Rules and Regulations shall become liable to the District for any expense, loss or damage occasioned by reason of such violation.

6.3 Suspension or Termination of Service. The District, without waiving any other remedies, reserves the right to suspend or terminate sewer service to any property where or as to which a violation of these Rules and Regulations occurs or continues, in accordance with the following:

6.3.1 Immediate Suspension/Termination. The District may immediately terminate service upon revocation of any Tap or Discharge Permit, or suspend service when such suspension is necessary in order to stop or prevent an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the property, health or welfare of any person or the general public or to the environment, or causes interference or damage to District facilities.

6.3.2 Notice and Opportunity for Hearing. When it appears that any fees or charges imposed under these Rules and Regulations become delinquent, or that any other cause for suspension or termination of services exists, the District may mail or deliver to the owner of the property where or as to which the deficiency occurs, at the service address or a known current mailing address for the property owner of the affected property, a notice advising the property owner of the following: (1) the alleged deficiency; (2) that sewer service to the property will be suspended or terminated on account of such deficiency on a date not less than 30 days from the date of the notice unless the stated deficiency is sooner cured; (3) that the property owner has the right to a hearing at which such property owner may be heard concerning the alleged deficiency; and (4) that the property owner must request the hearing in writing before the suspension or termination date specified in the notice if the property owner desires the hearing to be held. Posting the notice conspicuously at the service address shall constitute delivery thereof to property owner.

If the property owner does not cure the stated deficiency or request a hearing within the time provided, the District shall order the service to be suspended or terminated, as appropriate.

If the property owner makes a timely request for hearing, the District Manager shall promptly schedule and hold such hearing. Suspension or termination shall be stayed until the District Manager holds the hearing and renders a decision with reasons supporting the decision.

Upon an adequate showing of mitigating circumstances by the property owner, the District Manager may extend the stay for up to ten (10) days following the date of the decision. If the deficiency is not cured as required within such period, the District shall forthwith order the service suspended or terminated, as appropriate.

6.3.3 Execution of Order. Any person notified of a suspension or termination of service shall immediately stop or eliminate the discharge of any and all wastewater from the property affected by such order on the effective date of the suspension or termination. The District may take such steps as deemed necessary, including a physical interruption or disconnection of service, in order to enforce the suspension or termination order.

6.3.4 Grounds for Termination; Effect. Service shall be terminated and not merely suspended if (1) the Tap or Discharge Permit is revoked; or (2) the connection providing such service was not authorized when made; or (3) the service was suspended at least two times with the preceding five years as a consequence of the acts or omissions of the same property owner. Any service terminated under this section may not be reinstated. The owner of any property served by a service which has been so terminated may apply for new service for such property as provided in these Rules and Regulations.

6.3.5 Reinstatement of Suspended Service. Any suspension order shall be rescinded by the District Manager upon a determination that the deficiency forming the basis for such suspension order has been cured and that no further or other nonconforming conditions or uses of the District system are evident on the property affected by the suspension order. The District shall not reinstate service until the person requesting reinstatement has paid the full amount of any applicable disconnection charge and the District Manager's reasonable estimate of any applicable reconnection charge along with all other amounts due to the District from such person.

6.4 Cure of Violations.

6.4.1 Order to Cure. If the District determines that any sewer facilities are not in conformity with these Rules and Regulations or that the terms of any right of way, easement or other agreement between the District and the property owner are being violated, it may give written notice to the property owner at the service address or any other address for such person known to the District. Such notice shall specify the non-conformity, direct the property owner at the property owner's costs to perform specified curative work, and specify the period of time determined by the District to be reasonably necessary for completion of the curative work.

6.4.2 District Cure at Owner Cost. If the property owner fails within the specified time to cure the non-conformity stated therein, the District may, in addition to and without waiving any other remedy, perform the work and charge the property owner for its actual costs incurred in connection therewith.

6.5 Appeals. Any orders, directives or decisions of the District relating to the administration or enforcement of these Rules and Regulations may be appealed, in writing, to the Board of Directors, within ten (10) days of the effective date of the order, directive or decision.

6.6 Penalty Charges. For purposes of defraying the District's costs and expenses incurred in discovering, investigating, curing, and repairing the consequences of violations of applicable requirements, and in order additionally to deter persons from committing such violations, there is hereby imposed upon any person who the District finds and determines causes, or attempts to cause, or who permits, solicits, aids or abets any other person to cause or attempt to cause, by act or omission, any of the violations set forth below, the penalty charge set forth for such violation. For the purposes of this section, it shall be rebuttably presumed that the owner of the property served by any private sewer facilities where or upon which such violation exists, or of property which directly benefits from such violation, is the person who caused or permitted the same to occur. A separate and distinct violation shall be deemed committed upon each day or portion thereof that any such violation shall occur or continue.

6.6.1 Unauthorized Connection. Any connection made to the District system without a proper tap permit shall be subject to a penalty in an amount equal to twice the amount of the Tapping Charge described in Section 4.2.

ARTICLE 7 AMENDMENTS

7.1 Procedure. These Rules and Regulations may be amended by the Board at any regular or special meeting of the Board on the condition that prior Public Notice is given thereof at least once in a newspaper of general circulation in Boulder County, Colorado. Such notice shall, at the minimum, state that the Board is considering amendments to the District's Rules and Regulations; shall set forth the date, time and place such amendments will be considered by the Board; and shall invite public comment on any amendments which the Board is considering.

APPENDIX A

INDUSTRIAL AND COMMERCIAL SUBDIVISION SERVICE AGREEMENT MODEL FORM, APPLICATION FORM AND NEGOTIATION POLICY

The Industrial and Commercial Subdivision Service Agreement is an agreement for sanitary sewer service entered into with the District and establishes for an applicant the terms and conditions of service. The model form provides the basic standard provisions with which each applicant should comply. Occasionally, unique circumstances require modification to this Agreement. The staff, in negotiating, and the Board, in approving, non-standard Agreements, shall apply the spirit of existing rules, regulations, and policy to non-standard provisions and prepare those non-standard sections to better represent the interests and goals of the District.

**COMMERCIAL/INDUSTRIAL
SUBDIVISION SERVICE AGREEMENT**

1. **PARTIES.** The parties to this Agreement are the NIWOT SANITATION DISTRICT (District) and .

2. **RECITALS AND PURPOSE.** The Applicant is the owner of certain property described on Exhibit A to this Agreement. The District is a special district organized under Colorado law which provides service to its customers for which monthly service charges are made. The Applicant desires that the District provide sewer service and sewer taps within the boundaries of the property described on the attached Exhibit A, attached. The District agrees to supply such service. The purpose of this Agreement is to set forth the terms and conditions concerning the District's supplying such service to Applicant's property.

3. **LEGAL DESCRIPTION.** The Applicant is the owner of that certain parcel of real property located in Boulder County, Colorado, which is more fully described on the attached Exhibit A. The Applicant agrees to furnish two reproducible copies (24"x36") of the subdivision plat, as well as an 8"x9" copy of the plat, to the District. Said plat is expressly incorporated into this Agreement. Applicant shall also provide District with floppy disk containing all plat information. The disk shall be able to be used on an Auto Cad. Any change or alteration in the area, size shape, density, usages, requirements, taps, or timing of development of the subdivision shall first require the written approval of the District.

4. **SEWER TAPS.** Applicant hereby makes application for _____ single-family equivalent residential service connections (taps) to the District's sanitary sewer system for service on the real property described on Exhibit A. District agrees to furnish sanitation sewer service industrial service connections (taps) within the boundaries of the property described on Exhibit A, not to exceed the number of taps for which application has been made, upon the terms and conditions set forth in this Agreement.

5. **PURCHASE OF TAPS.** It is agreed that Applicant may purchase and District shall sell to the Applicant the total number of taps to the District's system for which application has been made at a price which shall be the current tap fee as established by the District's Board of Directors on the date such tap, or taps, are purchased. Applicant agrees, that within sixty days of this Agreement, to pay to the District the sum of \$ 58,800.00 representing no less than 100% of the total number of taps for which Application is made under this Agreement computed on the basis of the District's tap fee as of the date of this Agreement.

6. **TERMS OF AGREEMENT.** Applicant agrees that all taps for which application has been made will be purchased within the period set

forth in paragraph 8 below.

7. **MINIMUM ANNUAL PURCHASE.** Applicant further agrees that Applicant will purchase taps according to the following schedule:

All taps by_____.

8. **PROCEDURE TO PURCHASE TAPS.** In order to provide for accurate record keeping concerning the number of taps purchased by Applicant under the terms of this Agreement, only the Applicant shall be permitted to purchase taps hereunder. The District reserves the right to establish procedures governing the purchase of taps.

9. **DEFAULT.** If the minimum number of taps are not purchased in, or if said taps are not placed in service within the time specified, the obligation of the District to provide the balance of such taps for such year shall terminate upon such default and any sums paid hereunder by Applicant not previously credited to actual purchases shall be retained by District as liquidated damages for such default. It is understood and agreed by Applicant that the purpose of this requirement for advance against purchase of taps, the requirement for minimum purchases in each year, the requirement for purchase of all taps by August 9, 1999, and the requirement that taps be placed in service within twelve months after purchase is based upon the financial requirements of the District to pay its necessary operating expenses. The District, by this Agreement, has committed a definite portion of the total capacity of its system to the Applicant and, therefore, must look to the applicant for performance of its financial obligations in order that District may meet its financial obligations. If there is default by Applicant, District must be in a position to immediately recommit taps to other applicants who are in a position to perform.

10. **DESIGN SPECIFICATIONS.** It is agreed, as a condition precedent to service, that all sewer lines and appurtenant facilities required to provide sanitary sewer service within the boundaries of Applicant's property as described on Exhibit A and all necessary outfall lines and appurtenant facilities necessary to connect with the lines of the District as presently engineered and installed, shall be in accordance with design and specifications as fixed by the District from time to time. The parties understand and agree that the Applicant and Applicant's successors in title shall be solely and exclusively responsible for service lines, that is those lines which are attached to the District's lines and which run to commercial or industrial users. Applicant agrees that the actual installation and construction shall be subject to the supervision and inspection by the District and all costs of engineering study, review, approval and inspection shall be at the cost of and paid by Applicant. Applicant further agrees

to give the District, through the District's Manager, adequate notice, prior to commencement of construction, of the date when such construction shall begin. Completion of construction, inspection approval by the District, payment of all construction costs, and delivery to the District of two reproducible, complete and accurate sets of "as built" drawings showing the exact location of all lines, including service lines, shall be conditions precedent to the District's providing service, and a disk, to be used by Auto Cad, containing said material.

11. **EASEMENTS.** Applicant shall furnish, at Applicant's expense, all easements, rights-of-way, consents, permits, licenses and other agreements, completion and payment bonds, liability insurance for installation and construction of sewer lines and appurtenant facilities prior to commencement of construction.

12. **SALE OF LINES.** Upon completion, approval and acceptance of the work by the District, this Agreement shall operate as a sale, conveyance, transfer and assignment by the Applicant of all Applicant's interest and ownership in said lines and property to the District, free and clear of all liens and encumbrances, and shall warrant that the work has been done in accordance with the laws of the State of Colorado, and all other governmental subdivisions, agencies and units and in accordance with the design standards and requirements of the District. Applicant shall guarantee the lines as installed against faulty workmanship and materials to the District for a period of two years and shall, during said period, pay all cost and expense of repair or replacement of said lines and, at the request of the District, furnish bond guaranteeing said repair and replacement. Upon completion, approval, acceptance, conveyance and transfer of lines and facilities to the District, the District shall assume all responsibility thereafter, and all cost and expense for operation maintenance except as to the above two-year guarantee. Completion of construction, inspection, approval and acceptance by the District, transfer of lines and facilities to the District, payment of all construction costs and expenses required to be done and paid by the Applicant are conditions precedent to the obligation of the District to furnish and provide sewer service.

13. **OVERSIZE LINES.** In the event Applicant shall be required to pay for installation of outfall and connecting lines outside the boundaries of Applicant's property, and District requires that such lines and facilities be oversized to permit the use of these lines by the District to serve additional lands and property in addition to the property of the Applicant, District agrees to establish the cost of such oversizing and to reduce the cost per tap based upon the engineered capacity of the lines and the system which such oversizing can serve. District further agrees to use all reasonable efforts to impose a charge upon Applicant on a per tap basis who may thereafter request service from the District and connection to such line, or lines, equal to such unit tap cost and during a period of five years from and after the date of this

Agreement but not thereafter to pay to Applicant, as requested by Applicant when eligible taps are sold by the District., herein for its cost the amounts so collected and received by District from such other applicants but, in no event, more than the total cost of such oversizing advanced and paid by the Applicant herein.

14. **INDUSTRIAL WASTE.** Applicant is limited to discharges consisting only of domestic waste. Applicant's discharge into the District's system shall be subject to the following standards:

14.1 Discharge Limitations and Monitoring Requirements

a. Limits

<u>Parameter</u>	<u>Limits</u>
BOD (Biological Oxygen demand)	170 mg/l
TSS (Total Suspended Solids)	200 mg/l
COD (Chemical Oxygen Demand)	0
Amounts greater than these shall be subject to excess user fees and classified as excess strength discharge.	
PH	6.0 - 9.0
Toxic or Priority Pollutants	0

Discharge shall contain no priority pollutants, as determined by EPA, and Colorado State Health Department. The District shall determine if there are any pollutants unique to this operation which shall not be discharged. Excess strength wastestreams discharged by the industry shall not cause interference with the District's wastewater treatment plant operations, sludge or pass through the plant untreated to the receiving stream. If new limits are established by the Colorado State Health Department for any pollutants, or the District's discharge permit, the District reserves the right at any point in time to make changes in this contract to reflect such limits. All other discharge limitations contained in the District's Discharge Permit and Rules and Regulations are made part of this agreement (see Exhibit B).

The Applicant shall be responsible for all pretreatment to achieve compliance with all effluent limitations. If not in compliance, the applicant must make the necessary changes to the pretreatment in order to be in compliance. If additional pretreatment and/or operation and maintenance are needed to comply with discharge limitations, a schedule by which the industrial user shall provide such treatment shall be developed and delivered to the District. A mandatory compliance schedule may be developed by the District.

The applicant shall not introduce any new process changes which

will alter the makeup of the waste stream without notifying the District. The applicant shall consult with the District regarding what changes will result in the pretreatment and discharge stream if any.

The District will at its sole discretion, determine what is acceptable in the discharge stream which is to be treated by the District.

Accidents or any significant discharge that may affect the treatment process, receiving waters, or sludge shall be reported immediately by telephone to the District's office.

A "significant" discharge is defined as one that causes or is likely to cause interference with the District wastewater treatment system, passes through unacceptable or is likely to pass through unacceptable pollutants to the receiving stream.

The District reserves the right to discontinue service if the industry continues to have unauthorized discharge.

b. Monitoring

All samples shall be representative of daily wastewater discharge.

<u>Parameter</u>	<u>Frequency</u>	<u>Sample Type</u>
BOD	Weekly	Composite
TSS	Weekly	Composite
COD	Weekly	Composite
Ph	Weekly	Grab
Flow - Readings of the applicant water meter at the beginning and end of each sampling period.		

A "composite" sample, for monitoring requirements, is defined as a minimum of four grab samples collected at equally spaced two hour intervals and proportioned according to flow. Samples shall be taken when the discharge enters the District collection system.

An independent laboratory approved by the District shall analyze the samples. The laboratory must have an EPA Quality Assurance/Quality Control program established with the appropriate analytical methods and equipment. Copies of these results shall be provided to the District monthly unless the results indicate that one or more parameters are beyond the limits. If a limit is exceeded the District shall be notified immediately. After notification the industry shall provide to the District within 10 days a excess use report indicating the limits exceeded, the duration of this and the amount of excess material discharged. The District will then calculate the charge for such excess discharge. The Applicant shall be responsible for all cost incurred in monitoring and testing as set forth above.

14.2 **RECORDS.** All records and information resulting from the

monitoring activities required by this permit shall be kept for a minimum of three years. Information shall include:

- a) the person who took the sample;
- b) the person who performed the analyses;
- c) dates the analyses were performed;
- d) recordings from continuous monitoring instruments such as flow, Ph;
- e) quality control and quality assurance data.

14.3 ANNUAL FEE AND EXCESS USE CHARGES.

1. Annual Fee

0-10,000 Gals/day	\$100
10-20,000 Gals/day	\$200
above 20,000 Gals/day	\$300
2. Excess Users Fee

BOD	\$.35/lb.
TSS	\$.16/lb
COD	(May be included later)

At any point in time that new rates are established by the District, changes will be made to reflect such new rates. The applicant shall be given 90 day advance notice if such changes are adopted.

14.4 ADDITIONAL REPORTING REQUIREMENTS

In addition to the excess user charge report, a semiannual report summarizing the past six months shall be submitted.

The report shall contain:

1. Any unreported results including, but not limited to, priority pollutant analysis, flows and effluent concentrations;
2. Listing of violations, the cause and the corrective measures taken;
3. Listing of process changes which can reasonably be expected to introduce substantially new, increased or different discharges or pollutants and/or modifications or equipment;
4. Signature of authorized representative of the Applicant.

14.5 RIGHT OF ENTRY.

The Applicant shall allow the District's authorized representatives, upon the presentation of credentials:

1. To enter upon the Applicant's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this Agreement;
2. To have access to and copy any records required to be kept under the terms and conditions of this contract and to inspect any monitoring equipment or monitoring method required in this contract;

3. To enter upon the Applicant's premises to investigate any actual, suspected, or potential source of water pollution, or any violation of this Agreement. The investigation may include, but is not limited to, the following: sampling of any discharge and/or process waters, taking of photographs, interviewing of any persons having any knowledge related to the discharge, the contract or the alleged violation.

14.6 AVAILABILITY OF REPORTS.

Except for data determined to be confidential, all reports prepared in accordance with the terms of this contract shall be available for public inspection at the District.

14.7 SAFETY PRECAUTIONS.

When taking samples or flow measurements at any access hole which is controlled by the District, the applicant shall take all reasonable and necessary precautions to prevent persons from injuring themselves or the property due to sampling or measuring activities.

Applicant is responsible for adherence to all federal, state and local regulation. Of particular importance is the following section from Niwot Sanitation's Discharge Permit:

A. INDUSTRIAL WASTE MANAGEMENT

1. Permittee Responsibilities - Limitations

The permittee has the responsibility to protect the domestic wastewater treatment works (DWTW) from any contributing discharges which would inhibit, interfere, or otherwise be incompatible with operation of the treatment works including the use or disposal of municipal sludge.

The following pollutants shall not be introduced into the facility:

(a) Pollutants which create a fire or explosion hazard in the facility;

(b) Pollutants which will cause corrosive structural damage to the facility, but in no case discharges with Ph lower than 5.0, unless the facility is specifically designed to accommodate such discharges;

(c) Solid or viscous pollutants in amounts which will cause obstruction to the flow in sewers, or other interference with the operation of the facility;

(d) Any pollutant, including oxygen demanding

pollutants (BOD, etc.) released in a discharge of such volume or strength as to cause interference in the facility;

(e) Heat in amounts which will inhibit biological activity in the facility resulting in interference, but in no case heat in such quantities that the temperature at the treatment facility influent exceeds 40 C (104 F) unless the facility is designed to accommodate such heat.

14.8 **CONTRACT REVISION.** This contract shall, at District's request, be reviewed in six months and then yearly from that point on. Terms and conditions herein may be changed.

15. **DISTRICT REGULATIONS.** All service provided under this Agreement shall be subject to the monthly service charges and all rules and regulation of the District which may be in force from time to time.

16. **GOVERNMENTAL REGULATIONS.** All provisions of this Agreement to the contrary notwithstanding, the obligation of the District to furnish sewer service under this Agreement, is limited by and subject to all orders, requirements and limitations which may be imposed by federal, state, county, or any other governmental or regulatory body or agency having jurisdiction and control over the District and the operation of its sanitary system.

17. **INDEMNIFICATION.** The Applicant agrees to indemnify and hold the District and its directors and employees and agents harmless from all losses, liability, costs and damages (including attorney's fees and other costs of defense) resulting from any breach by the Applicant of the terms of this Agreement.

18. **DOCUMENTS TO BE FURNISHED.** Upon execution of this Agreement, or at such time or times as may be requested by District, Applicant agrees to furnish District the following:

18.1 A topographical survey of the property described in this Agreement.

18.2 County zoning maps, rules and regulations showing subject property with reference thereto.

18.3 Subdivision plat approved by appropriate regulatory agencies, together with requirements and conditions fixed by such agencies for development and evidence of the Applicant's compliance or plan for compliance.

18.4 In the event the initial area to be served under this Agreement shall not be the entire property owned by Applicant as hereinabove described, Applicant shall furnish preliminary plats and plans as developed by the Applicant, with reference to the future total development of the entire property so

that prior to issuance of taps and initial installation of lines and facilities the District may study and consider the total development under this Agreement as it may relate to future demands upon the District for service within the entire development and the effect this may have, presently and in the future, on the District's entire system and its obligations in regard thereto. It is understood and agreed that a request for information as to future plans and developments of the Applicant, and the consideration of such plans by the District in connection with its obligation to service Applicant's above-described land under this Agreement, shall in no way be construed as an agreement or obligation of District to serve such other lands or areas proposed by the Applicant for such future development. All information required to be furnished to District by Applicant shall be provided at Applicant's expense.

19. **DELAYS.** Any delays in, or failure of, performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

20. **TIME OF THE ESSENCE.** Time is of the essence, and if any payment or any other condition obligation or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the nondefaulting party, in which case, the nondefaulting may recover such damages as may be proper. If the nondefaulting party elects to treat this Agreement as being in full force and effect, the nondefaulting party shall have the right to an action for specific performance or damages or both.

21. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the Agreement.

22. **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

23. **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

24. **ARBITRATION.** Pursuant to Rule 109 of the Colorado Rules of Civil Procedure, all controversies, claims, or disputes arising out of or relating to this Agreement, or any alleged breach thereof, shall be determined by arbitration, in Longmont, Colorado, in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be binding upon the parties. The prevailing party may file such award with the Clerk of the District Court of Boulder County who shall enter judgment thereon, and if such award requires the payment of money, execution shall issue on such judgment. The expenses of witnesses for either side shall be paid by the party producing such witnesses. The cost of the stenographic record, if any is made, and all transcripts thereof, shall be prorated equally among all parties ordering copies thereof unless they shall agree otherwise, and shall be paid for such parties directly to the reporting agency. All other expenses of the arbitration, including the expenses of the arbitrator, and the expenses of any witness or the cost of any proofs produced at the direct request of the arbitrator, shall be shared equally by the parties, unless they agree otherwise, or unless the arbitrator in his award assesses such expenses or any part thereof against any specified party or parties.

25. **ATTORNEY'S FEES.** If any party breaches this Agreement, the breaching party shall pay all of the nonbreaching party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

26. **GOVERNING LAW.** This Agreement shall be governed by the laws of Colorado.

27. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

28. **ASSIGNMENT.** This Agreement shall not be assigned except with the prior written consent of the parties.

29. **EXHIBITS.** All exhibits referred to in this Agreement are by reference, incorporated herein for all purposes.

30. **WAIVER OF BREACH.** The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

NAME

ATTEST:

By _____

NAME,
TITLE
ADDRESS
PHONE

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____
day of _____ by NAME, as General Partner, of NAME.

Witness my hand and official seal.

My commission expires: _____

Notary Public

NAME

ATTEST:

By _____

NAME,
TITLE
ADDRESS
PHONE

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____
day of _____ by NAME, as General Partner, of NAME.

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPENDIX B

RESIDENTIAL SUBDIVISION SERVICE AGREEMENTS MODEL FORM, APPLICATION FORM AND NEGOTIATION POLICY

NEGOTIATION POLICY

The Residential Subdivision Service Agreement is an agreement for sanitary sewer service entered into with the District and establishes for an applicant the terms and conditions of service. The model form provides the basic standard provisions with which each applicant should comply. Occasionally, unique circumstances require modification to this Agreement. The staff, in negotiating, and the Board, in approving, non-standard Agreements, shall apply the spirit of existing rules, regulations, and policy to non-standard provisions and prepare those non-standard sections to better represent the interests and goals of the District.

**RESIDENTIAL
SUBDIVISION SERVICE AGREEMENT**

1. PARTIES. The parties to this Agreement are the **NIWOT SANITATION DISTRICT** (District) and , (Applicant).

2. RECITALS AND PURPOSE. The Applicant is the owner of certain property described on Exhibit A to this Agreement. The District is a special district organized under Colorado law which provides service to its customers for which monthly service charges are made. The Applicant desires that the District provide sewer service and sewer taps within the boundaries of the property described on the attached Exhibit A. The District agrees to supply such service. The purpose of this Agreement is to set forth the terms and conditions concerning the District's supplying such service to Applicant's property.

3. LEGAL DESCRIPTION. The Applicant is the owner of that certain parcel of real property located in Boulder County, Colorado, which is more fully described on the attached Exhibit A. The Applicant agrees to furnish two reproducible copies (24"x36") of the subdivision plat as well as an 8 1/2"x11" copy of the plat, to the District. Said plat is expressly incorporated in this Agreement. Any change or alteration in the area, size, shape, density, usages, requirements, taps or timing of development of the subdivision shall first require the written approval of the District.

4. SEWER TAPS. Applicant hereby makes application for single-family residential service connections (taps) to the District's sanitary sewer system for service on the real property described on Exhibit A. District agrees to furnish sanitation sewer service for single-family residential service connections (taps) within the boundaries of the property described on Exhibit A, not to exceed the number of taps for which application has been made, upon the terms and conditions set forth in this Agreement.

5. PURCHASE OF TAPS. It is agreed that Applicant may purchase and District shall sell to the Applicant the total number of taps to the District's system for which application has been made at a price which shall be the current tap fee as established by the District's Board of Directors on the date such tap, or taps, are purchased. Applicant agrees, upon execution of this Agreement, to pay to the District the sum of \$ representing no less than 10% of the total taps to be purchased. In no instance shall applicant purchase less than one tap or any fraction of a tap. The total number of taps for which Application is made under this Agreement computed on the basis of the District's tap fee of \$ _____ as of the date of this Agreement. This deposit shall be applied to the last taps purchased under this Agreement. Applicant shall forfeit the deposit if Applicant defaults on Agreement.

6. INCREASES IN TAP FEES. District is not required to provide notice in the event of increase in tap fee charges.

7. **TERM OF AGREEMENT.** Applicant agrees that all taps for which application has been made will be purchased within the period set forth in paragraph 8 below.

8. **MINIMUM ANNUAL PURCHASE.** Applicant will purchase taps according to the following schedule:

By _____ Not Fewer Than

TOTAL

Applicant further agrees that Applicant's deposit of \$ _____ shall be applied against the last taps purchased, provided that all previous tap purchase commitments have been met or the Applicant has obtained the written authorization of the Board to modify the purchase schedule. Failure to adhere to the tap purchase schedule or obtain Board approval to modify said schedule shall result in forfeiture of deposit.

Pursuant to Section 3.6 of the District's Rules and Regulations, monthly service charges become due and payable when a tap is connected to the District's sewer system or one year from the date on which the tap is purchased, whichever occurs first.

9. **PROCEDURE TO PURCHASE TAPS.** In order to provide for accurate record keeping concerning the number of taps purchased by Applicant under the terms of this Agreement, only the Applicant shall be permitted to purchase taps hereunder. The District reserves the right to establish procedures governing the purchase of taps.

Applicant shall provide District with a list of lots and blocks within the subdivision and their corresponding street addresses prior to the purchase of any taps.

10. **DEFAULT.** If the minimum number of taps are not purchased in each year, if the total number of taps are not purchased within said five-year period, or if said taps are not placed in service within the time specified, the obligation of the District to provide the balance of such taps for such year shall terminate upon such default and any sums paid hereunder by Applicant shall be retained by District as liquidated damages for such default. It is understood and agreed by Applicant that the purpose of this requirement for advance against purchase of taps, the requirement for minimum purchases in each year, the requirement for purchase of all taps within a five-year period, and the requirement that taps be placed in service within one year after purchase is based upon the financial requirements of the District to pay its necessary operating expenses. The District, by this Agreement, has committed a definite portion of the total capacity of its system to the Applicant and, therefore, must look to the Applicant for performance of Applicant's financial obligations in order that

District may meet its financial obligations. If there is default by Applicant, District must be in a position to immediately recommit taps to other applicants.

11. DESIGN SPECIFICATIONS. As a condition precedent to service, Applicant agrees that all sewer lines and appurtenant facilities required to provide sanitary sewer service within the boundaries of Applicant's property as described on Exhibit A and all necessary outfall lines and appurtenant facilities necessary to connect with the lines of the District as presently engineered and installed, shall be in accordance with design and specifications as fixed by the District from time to time. The parties understand and agree that the Applicant and Applicant's successors in title shall be solely and exclusively responsible for service lines, that is, those lines which are attached to the District's lines and which run to individual residences, or other users. Applicant agrees that the actual installation and construction shall be subject to the supervision and inspection by the District and all costs of engineering study, review, approval and inspection shall be at the cost of and paid by Applicant. Applicant further agrees to give the District, through the District's Engineer, adequate notice, prior to commencement of construction, of the date when such construction shall begin. Completion of construction, inspection approval by the District, payment of all construction costs, and delivery to the District of a complete and accurate set of "as built" drawings showing the exact location of all lines, including service lines, shall be conditions precedent to the District's providing service.

Applicant shall also provide District with a 3 1/2 inch floppy disk containing all plat information, including as-builts at completion of installation. The disk shall be able to be used on an Auto Cad. (Version 11.0 or higher), and shall be acceptable to the District.

12. EASEMENTS. Applicant shall furnish, at Applicant's expense, all easements, rights-of-way, consents, permits, licenses and other agreements, completion and payment bonds, liability insurance for installation and construction of sewer lines and appurtenant facilities prior to commencement of construction, and in a format which is acceptable to the District.

13. SALE OF LINES. Upon completion, approval and acceptance of the work by the District, this Agreement shall operate as a sale, conveyance, transfer and assignment by the Applicant of all Applicant's interest and ownership in said lines and property to the District, free and clear of all liens and encumbrances, and shall warrant that the work has been done in accordance with the laws and regulations of the State of Colorado, and all other governmental subdivisions, agencies and units and in accordance with the design standards and requirements of the District. Applicant shall guarantee the lines as installed against faulty workmanship and materials to the District for a period of two

years and shall, during said period, pay all cost and expense of repair or replacement of said lines and, at the request of the District, furnish a bond guaranteeing said repair and replacement. Upon completion, approval, acceptance, conveyance and transfer of lines and facilities to the District, the District shall assume all responsibility thereafter, and all cost and expense for operation maintenance except as to the above two-year guarantee. Completion of construction, inspection, approval and acceptance by the District, transfer of lines and facilities to the District, payment of a all construction costs and expenses required to be done and paid by the Applicant are conditions precedent to the obligation of the District to furnish and provide sewer service.

14. OVERSIZE LINES. In the event Applicant shall be required to pay for installation of outfall and connecting lines outside the boundaries of Applicant's subdivision, and District requires that such lines and facilities be oversized to permit the use of these lines by the District to serve additional lands and property in addition to the property of the Applicant, District agrees to establish the cost of such oversizing on a per tap basis. The amount of line identified as oversized will be determined by the engineered capacity of the lines and the system which such oversizing can serve. District further agrees to impose a surcharge that will be assessed to all other purchasers identified as deriving a benefit from such oversizing. This tap surcharge shall be in effect during a period of five years from and after the date of this Agreement but not thereafter to pay to Applicant herein for its cost the amounts so collected and received by District (minus administrative costs not to exceed 10%) from such other applicants but, in no event, more than the total cost of such oversizing advanced and paid by the Applicant herein. District shall make a good faith effort to levy and collect surcharge, but shall not be responsible for any failure to do so.

15. DISTRICT REGULATIONS. All service provided under this Agreement shall be subject to the monthly service charges and all rules and regulations of the District which may be in force from time to time.

16. GOVERNMENTAL REGULATIONS. No withstanding all provisions of this Agreement to the contrary notwithstanding, the obligation of the District to furnish sewer service under this Agreement is limited by and subject to all orders, requirements and limitations which may be imposed by federal, state, county or any other governmental or regulatory body or agency having jurisdiction and control over the District and the operation of its sanitary system.

17. DOCUMENTS TO BE FURNISHED. Upon execution of this Agreement, or at such time or times as may be requested by District, Applicant agrees to furnish District the following:

17.1 A topographical survey of the property described in

this Agreement.

17.2 County zoning maps, rules and regulations showing subject property with reference thereto.

17.3 Subdivision plat approved by appropriate regulatory agencies, together with requirements and conditions fixed by such agencies for development and evidence of the Applicant's compliance or plan for compliance.

17.4 In the event the initial area to be served under this Agreement shall not be the entire property owned by Applicant as hereinabove described, Applicant shall furnish preliminary plats and plans as developed by the Applicant with reference to the future total development of the entire property so that prior issuance of taps and initial installation of lines and facilities by the District may study and consider the total development under this Agreement as it may relate to future demands upon the District for service within the entire development and the effect this may have, presently and in the future, on the District's entire system and its obligations in regard thereto. It is understood and agreed that a request for information as to future plans and developments of the Applicant, and the consideration of such plans by the District in connection with its obligation to service Applicant's above-described land under this Agreement, shall in no way be construed as an agreement or obligation of District to serve such other lands or areas proposed by the Applicant for such future development. All information required to be furnished to District by Applicant shall be provided at Applicant's expense.

18. DELAYS. Any delays in, or failure of, performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

19. TIME OF ESSENCE. Time is of the essence, and if any payment or any other condition, obligation or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the nondefaulting party, in which case, the nondefaulting party may recover such damages as may be proper. If the nondefaulting party elects to treat this Agreement as being in full force and effect, the nondefaulting party shall have the right to an action for specific performance or damages or both.

20. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the Agreement.

21. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

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23. ARBITRATION. Pursuant to Rule 109 of the Colorado Rules of Civil Procedure, all controversies, claims, or disputes arising out of or relating to this Agreement, or any alleged breach thereof, shall be determined by arbitration, in Longmont, Colorado, in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be binding upon the parties. The prevailing party may file such award with the Clerk of the District Court of Boulder County who shall enter judgment thereon, and if such award requires the payment of money, execution shall issue on such judgment. The expenses of witnesses for either side shall be paid by the party producing such witnesses. The cost of the stenographic record, if any is made, and all transcripts thereof, shall be prorated equally among all parties ordering copies thereof unless they shall agree otherwise, and shall be paid for such parties directly to the reporting agency. All other expenses of the arbitration, including the expenses of the arbitrator, and the expenses of any witness or the cost of any proofs produced at the direct request of the arbitrator, shall be shared equally by the parties, unless they agree otherwise, or unless the arbitrator in his award assesses such expenses or any part thereof against any specified party or parties.

24. ATTORNEYS' FEES. If any party breaches this Agreement, the breaching party shall pay all of the nonbreaching party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

25. GOVERNING LAW. This Agreement shall be governed by the laws of Colorado.

26. NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

27. **ASSIGNMENT.** This Agreement shall not be assigned except with the prior written consent of the parties.

28. **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

29. **WAIVER OF BREACH.** The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

30. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representative, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of the Agreement except as otherwise specifically authorized herein.

31. **DATED.**

NIWOT SANITATION DISTRICT

By _____
President
7395 N. 95th Street
Niwot, Colorado 80503
303) 652-2525

ATTEST:

STATE OF COLORADO)
) **ss.**
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, as President, and _____, as Secretary, of Niwot Sanitation District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

BY: _____

ATTEST:

STATE OF COLORADO)
) **ss.**
COUNTY OF)

The foregoing instrument was acknowledged before me this _____
day of _____, by _____, as _____, and by
_____, as Secretary, of _____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public