

RESOLUTION NO. 80-95

A RESOLUTION ADOPTING SECTION 6, COLLECTION SYSTEM
OPERATIONS AND TREATMENT SERVICE PROVISIONS,
OF THE SEWER RULES AND REGULATIONS GOVERNING
THE MANAGEMENT AND OPERATION OF THE 201 SEWER SYSTEM

WHEREAS, the City, acting as the Manager of the Joint Sewer System is continuing the process of documenting existing practices and procedures and adopting rules for activities and processes necessary to fulfill the City's duties concerning the Persigo Sewer System; and

WHEREAS, since the last adoption of the Sewer Rules and Regulations, the City Code provisions have been changed, as a part of the codification process, so certain other changes and corrections are appropriately made; and

WHEREAS, the City Council finds that such Rules and Regulations are necessary, are in the public interest and should be approved.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. The attached Section 6 entitled "Collection System Operations and Treatment Service Operations" is hereby adopted and made a part of the Rules and Regulations which shall govern the operation and management of the 201 Sewer System.

2. Other changes and corrections to the Sewer Rules and Regulations are adopted as set forth below:

(a) In Section 2, Definitions

(i) The term "Agreement" shall mean the Joint Sewerage Service Agreement dated October 17, 1979 between the City of Grand Junction and Mesa County, as amended and the May 1, 1980 Agreement between the City and Mesa County;

(ii) The term "Infiltration" shall mean the total extraneous flow entering a sewer system, or portions thereof, excluding sanitary sewage, because of poor construction, corrosion of the pipe from the inside or outside, ground movement or structural failure through joints, porous walls or breaks;

(iii) The term "Inflow" shall mean the extraneous flow which enters a sanitary sewer from sources other than

infiltration, such as roof leaders, basement drains, land drains, and manhole covers.

(iv) In this definition of Equivalent Residential Unit (EQU), Section number 25-14 is amended to read Section 38-26;

(v) In the definition of Improvement District, change the reference from chapter 18 to chapter 28;

(vi) In the definition of Industrial Pretreatment, change the reference from Section 25-58 to Section 38-64;

(vii) In the definition of Plant Investment Fee, change the reference from Article 11 to Article 2 and the reference to Sections 25-70 through 73 to Sections 38-72 through 38-74.

(viii) In the definition of the term Service Charge, change the reference from Article 9, Sections 25-44 through 56 to Article 2, Sections 38-56 through 62.

(ix) In the definition of Wastewater, change the reference from Section 25-14 to Section 38-26.

(b) Regarding Section 3 entitled "Financial Requirements and Accounting," on page APD-13, change the reference from Section 25-44 to Section 38-56, and from Article I to Section 38-72, *et. seq.*

(c) Regarding Section 4, page APD-18, Rule 4.7 (e), change the reference from Section 31-3 to Section 38-104, and from Section 31-3 to Section 38-104.

(d) Rule 4.8 is amended by insertion under sub-paragraph (d) the following language: "Those standards adopted by the Manager concerning development and infrastructure shall apply throughout the system."

(e) Rule 4.11 is amended by the addition of a comma after the word "modified" and before the word "including" in the first sentence thereof.

(f) The first page of the Sewer Rules and Regulation, page APD-1, is amended by the addition of a Section 5 "Reserved" and the addition of a Section 6 entitled "Collection System Operations and Treatment Service Provisions."

(g) Amend the first sentence of Section 1 (a) (2) to read: "Implement the agreements between Mesa County and the City of Grand Junction, *i.e.*, the October 17, 1979 agreement, the May 1, 1980 agreement (which together constitute "the

SECTION 6.

COLLECTION SYSTEM OPERATIONS

AND TREATMENT SERVICE PROVISIONS

This section of the sewer Rules and Regulations describes rules and regulations for entities, organizations, special sanitation districts or homeowners associations which discharge sewage to the 201 Joint Sewer System. In this section, "person" includes individuals, contracting entities and permittees, unless the context requires otherwise.

6-1. Application. These Rules and Regulations apply to and govern each person or entity who obtains treatment at the Persigo plant and/or receives any sewage services from the City, including the owners and/or operators of a collection system¹.

6-2. Authorization. No person shall cause any sewage to be transmitted to or treated by the System unless during all times pertinent thereto: (a) a written agreement is in effect signed by the Manager and the person ("contracting entity"); or (b) such person has obtained a current permit from the Manager ("permittee") which permit is issued by the Manager in compliance with these regulations.

6-3. Written approval; descriptions of connections.

(a) No person shall connect to the System at any point or location unless previously approved in writing by the Manager. Connections which have been previously authorized by the Manager and which exist as of the date of adoption of this Section Six are approved.

(b) Each contracting entity and each permittee shall within sixty days of connection to the System or notice from the Manager notify the Manager of the location(s), size and type of each such connection to the System, along with a description sufficient to distinguish each connection from another and the location, size and type of all lines and facilities which constitute the collection system of such person.

6-4. Confirmation of connections; annexation agreement.

(a) No connection, line or facility other than described and approved as provided in 6-3, above, to the System shall occur until the Manager has approved the location and specifications. Each contracting entity and permittee shall pay such costs and

¹This section is not intended to apply to individual service lines.

expenses which are required to comply with the requirements of Section 6-3. Each contracting entity and permittee shall pay to the Manager the expenses, costs and charges established by the Manager to confirm connections to, or disconnections from, the System. For the purposes of this provision, "expenses, costs and charges" means the time of the Manager's employees, the fees and charges of any or other experts required, value of the use of equipment and materials, and the costs of mapping, copying and the like. All expenses of connection, or disconnection, shall be borne by the contracting entity or permittee.

(b) No connection to the System nor to any facilities connected to the System shall be made or authorized until each property served by the collector system of such person is annexed to the City or until the City has received an annexation agreement (e.g., power of attorney for annexation).

6-5. Specifications; expenses. No person shall install, or authorize to be installed, any collection sewage lines which are designed to connect to the System unless the prior written approval of the Manager is obtained; the Manager shall not grant such approval unless the improvements conform with the several requirements of the Manager, including size and technical standards for sewer construction. During the period of construction, and with regard to each enlargement, extension, or replacement, such person shall pay the expenses of the Manager's construction inspector, or other professional as is deemed necessary by the Manager, which inspector shall have complete access to the construction and the work.

6-6. Maps; as-builts. Within thirty (30) days of any replacement, enlargement, extension or connection to the System (other than permitted pursuant to 6-3), each contracting entity or permittee shall provide the Manager with maps, as-built drawings and other documentary information from which the Manager may determine the type, date, and specification(s) of each such replacement, enlargement, extension and individual sewer connection to the collection system of such person.

6-7. Fees, charges; hook-up permit. Each applicant for connection to the collection system of any person shall pay directly to the Manager a tap fee (if applicable), the applicable plant investment fee, and shall execute a hookup permit (including a power of attorney for annexation) at the Grand Junction City Hall. No person or entity shall issue any approval or clearance for connection to the collection system of such person or entity until, and after, the Manager has evidenced its approval by the issuance of a hookup permit. The present form of the hookup permit is attached as Appendix 6-A.

6-8. Tap permits. Prior to connection an applicant shall either (a) agree to pay the Manager for the time and materials incurred in making the connection; or (b) obtain a permit issued by the

Manager to an approved contractor who shall make the connection or (c) have agreed to pay a district which controls a collection system.

The Manager may also require all excavations in public rights-of-way or utility easements to be done by System personnel and equipment with excavation piping and valves in these areas to be provided by the Manager and paid for by the contracting entity or permittee.

6-9. Building permit. No building permit (but excluding foundation only permits and building permits for a structure not requiring sewer service) shall be issued by the Mesa County Building Department until the applicant has obtained a hookup permit from the Manager at City Hall.

6-10. Operation/maintenance services. The Manager will not provide operation and maintenance services, e.g., flushing or jetting of the system of a collecting entity or permittee, unless provided for by a written agreement with the Manager.

6-11. Connector's duties. Any failure of a part of the collection system of a contracting entity or permittee, such as repair or replacement of a lift station, or blockage due to slippage or cave-in, whether by reason of faulty installation, age or otherwise, which requires excavation and/or replacement of pipe materials, shall be at the sole expense of the contracting entity or permittee. If the contracting entity or permittee fails to make such repairs or replacement in a timely manner, the Manager may elect to make the repair and replacement, and in such event the contracting entity or permittee shall reimburse the Manager for labor (direct and indirect), equipment costs, materials, plus ten percent (10%) of such labor, equipment and material costs for the costs of administration.

6-12. Inspection. During the period of construction, and with regard to each extension of the contracting entity or permittee's collection system, the contracting entity or permittee shall pay the expenses of a construction inspector, or other professional as is deemed necessary by the Manager, which inspector shall have complete access to the construction and the work.

6-13. Billing. No contracting entity or permittee shall collect from, or bill, any charge or fee, including any monthly fee or charge from a permittee or other user of the System or other person connected to the system, except as may be specifically provided otherwise in an agreement with the Manager. The Manager is authorized to enter into agreements with a contracting entity or permittee to bill and collect such additional amounts as may be agreed upon, such as a district surcharge for connecting district operations and maintenance. If the Manager bills and collects the contracting entity's portion of monthly or other charges or fees, the Manager may, pursuant to such agreement, account to a contracting entity for the revenues collected upon a regular

monthly basis.

6-14. Written Agreements. The Manager is authorized to enter into written agreements with a contracting entity whereby the Manager collects from individual users who are connected to the contracting entity's collection system such additional tap or other fee the contracting entity shall determine. The contracting entity shall notify the Manager in writing of the amount of said additional tap or other fee(s) and shall indemnify and hold harmless the System, and the Manager and its employees and officers from any claims from any person that such fees or charges are improper or uncollectible.

6-15. Property Served. Except as provided in these Rules and Regulations, service or connection to the System will be furnished only to persons whose property is subject to these Rules and Regulations.

6-16. Infiltration and Inflow. (a) No contracting entity nor permittee shall permit infiltration or inflow into the System except as provided herein. Each such contracting entity and permittee shall, at its own expense and at no expense to the City or the System, rebuild such of its lines and other facilities, and remove any illegal or improper connections according to the plans, as to specifications and the time for performance, as approved by the Manager in order to reduce excess infiltration and inflow as required. Each such contracting entity or permittee shall perform such work immediately following the giving of notice by the Manager.

(b) The total of infiltration and inflow, shall not exceed a rate of more than 200 gallons per inch diameter per day per mile of line and any amounts over such rate are "excess." Inflow from existing combined sanitary and storm sewers, which the Manager has approved, shall not be considered as "excess."

(c) During any period in which any contracting entity or permittee permits excess infiltration and/or inflow, the Manager may require such entity or permittee to pay a surcharge equal to the additional costs incurred by the Manager in conveying and treating the excess infiltration. The Manager's calculation of such surcharge shall include the costs of the consumption of capacity of the System.

(d) The Manager shall calculate any infiltration/inflow rate by comparing peak flow during wet weather to peak flow during dry weather (especially summer months with irrigation activity v. winter months with no irrigation activity). Dry weather flow is measured during dry weather during the non-irrigation season (December - March). Each contracting entity and permittee shall provide the Manager with such information and data as the Manager may require to perform such calculation such as all pipe length and the size of each such pipe, age, material and conditions of all such pipe, and location of all connections and results of any

infiltration and/or inflow studies and data.

(e) Infiltration and/or inflow shall be measured using calibrated equipment specifically designed to measure flow in sanitary sewers. Flow should be measured over an extended period of time (more than 3 months) and should be correlated to rainfall data for the drainage basin where the sanitary sewer flow is being measured. Flow from each contracting entity and permittee shall be measured at the points of connection with the City of Grand Junction sewer system. Each contracting entity or permittee shall perform such flow measurement as the Manager deems necessary to accurately establish the infiltration and/or inflow.

6-17. Charges. Each contracting entity and permittee shall timely pay all Manager adopted charges and fees within thirty days of billing by the Manager. Any such charges and fees not timely paid shall accrue interest thereon at a rate of fifteen percent (15%) per annum.

6-18. Pretreatment. Each contracting entity and permittee shall comply with the requirements of the Manager concerning industrial pretreatment, including but not limited to obtaining a permit therefor prior to discharge into or connection with the System. See, Chapter 38 of Code of Ordinances of the City of Grand Junction which is incorporated herein by this reference.

6-19. Maintenance Program. Each contracting entity and permittee shall adopt and implement a comprehensive collection system maintenance program. Such a program shall be developed to comply with the standards and methods provided in EXISTING SEWER EVALUATION AND REHABILITATION (ESER), published by Water Environment Federation Manual of Practice FD-6 and American Society of Civil Engineers Manuals and Reports on Engineering Practice No. 62 Second Edition, 1994 which is incorporated herein by this reference.² include: routine cleaning and television inspection and replacement and repair of all portions of the collection system as required. The Manager may require additions or changes to such a program.

². ESER may be obtained by contacting Water Environment Federation, 601 Wythe Street, Alexandria, VA 22314-1994, (703) 684-2400.

EXHIBIT 6A

SEWER HOOKUP PERMIT
CITY OF GRAND JUNCTION, COLORADO

OWNER(S) : _____
ADDRESS OF PROPERTY: _____
TAX PARCEL NUMBER: _____
LEGAL DESCRIPTION OF PROPERTY: _____

SPECIAL DISTRICT:
 OMSD CGV FRUITVALE OTHER _____
 OUTSIDE OF SPECIAL DISTRICTS

IN CONSIDERATION FOR BEING ALLOWED TO CONNECT TO THE CITY OF GRAND JUNCTION/MESA COUNTY JOINT SEWER SYSTEM AND TO OBTAIN SEWER TREATMENT SERVICES FROM THE CITY, THE UNDERSIGNED PROPERTY OWNER(S), BY SIGNING BELOW, AGREES TO: (1) PAY ALL APPROPRIATE TAP, PLANT INVESTMENT, HOOKUP AND OTHER FEES AS REQUIRED BY THE CITY AND ANY APPLICABLE SPECIAL SEWER DISTRICT, (2) GRANT TO THE CITY THE FOLLOWING POWER OF ATTORNEY FOR ANNEXATION, AND (3) TIMELY PAY ALL APPLICABLE SEWER SERVICE CHARGES PURSUANT TO ALL APPLICABLE CITY ORDINANCES, RULES AND REGULATIONS. (1) AND (2), ABOVE, MUST BE PERFORMED BY THE PROPERTY OWNER(S) PRIOR TO ISSUANCE OF ANY BUILDING PERMIT ALLOWING CONNECTION TO THE SEWER SYSTEM BY THE SUBJECT PROPERTY.

AGREEMENT AND POWER OF ATTORNEY FOR ANNEXATION

BE IT KNOWN THAT:

I (We) do hereby designate and appoint the City Clerk of the City of Grand Junction as my (our) Attorney in Fact granting said City Clerk full power and authority for me (us) and in my (our) stead to: sign such documents and instruments as are necessary to cause the above described land(s) to be annexed to the City of Grand Junction; and to sign any petition(s) for annexation of the described land(s) to the City, when eligible; and to do and perform any and all acts which the said City Clerk shall deem necessary, convenient, or expedient to accomplish said annexation, as fully as I (we) might do if personally present.

The property described herein may be annexed to the City of Grand Junction in part or parts, at any time. Consent is hereby given to annex portions of tracts and parcels even if the annexation has the effect of dividing tracts or parcels into separate parts or parcels.

The authority granted by this instrument shall be a covenant run-

ning with the land(s), shall be binding upon successors in interest and shall not cease upon my (our) disability, death(s) or the dissolution of marriage, partnership, corporation or other form of association from which I (we) may hold title or claim an interest to the property described herein. This agreement for annexation is intended to comply with C.R.S. § 31-12-121, as amended.

As a further covenant to run with the land, I (we) agree that in the event a counter-petition to a proposed annexation of the land is prepared, any signature of mine (ours) on such petition purporting to affect the land herein described may be ignored as of no force and effect by the City under annexation requirements.

Further, I (we) agree that the said City Clerk may vote in my (our) behalf in any elections concerning the annexation of this property, as if I (we) were physically present.

If any clause, provision or detail of this Power of Attorney is deemed void, unlawful or unenforceable, such invalidity shall not effect any other person or provision hereof.

IN WITNESS WHEREOF, I (we) agree, for myself (ourselves) and for my (our) heirs, personal representatives, successors and assigns, to be bound by the terms of this Sewer Hookup Permit, including the Agreement and Power of Attorney for Annexation set forth above. Agreed to this _____ day of _____, 19____.

OWNER(S) :

STATE OF COLORADO,)
) ss;
COUNTY OF MESA.)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

WITNESS my hand and official seal:

Notary Public

My commission expires: