

5.5 Failure to Permit Inspection

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

5.6 Sampling

All measurements, tests, sample collection and analyses required for the submission of permit compliance reports shall be conducted by a laboratory certified for such analyses and collection by U.S. EPA and the State of Utah.

5.7 Pretreatment

Users shall provide necessary wastewater treatment required to comply with these Rules and Regulations. Any monitoring equipment and facilities required to pretreat wastewater to a level acceptable to the POTW shall be provided, operated, and maintained at the user's expense. Such facilities required by the POTW may include the requirement for separate systems to handle sanitary and industrial wastewater so that both can be discharged into the District collection system independently of each other. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the POTW for review, and shall be approved in writing by the POTW before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the POTW under the provisions hereof. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the POTW prior to the user's initiation of the changes.

5.8 Confidential Information

Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency in accordance with the provisions of the Utah Government Records Access and Management Act. Under no circumstances will effluent data be considered confidential. All effluent data shall be available upon request to the public, State and U.S. EPA personnel.

5.9 Pretreatment Administrative Option

The District currently contract with, and has the option to contract with CVWRF, a government or private entity to provide the following services:

- a) Permit Processing
- b) Monitoring Facilities
- c) Inspection and Sampling
- d) Pretreatment Processing
- e) Enforcement Action
- f) Laboratory Analysis

SECTION 6 FEES AND CHARGES

6.1 Purpose

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

6.2 Fees and Charges

The District's fees and charges are set forth in the [Rate and Fee Schedule](#), which may be amended from time to time.

6.2.1 Service Charges

All users of the system shall pay a fixed monthly charge for service and an amount based on the quantity of water used.

6.2.2 Classification of Users

The users of the District may be divided into various classifications, including but not limited to residential and nonresidential users. Further classifications may be established by the District for each user class.

6.2.3 Surcharges

Users shall be subject to a surcharge for excessive BOD, suspended solids, for extraordinary, unique services and for service outside the District boundaries as provided for in Schedule 3, PRE-TREATMENT SURCHARGE.

6.2.3.1 Calculation of Surcharges

Surcharges payable under the provisions of this chapter shall be calculated based on the rates in Schedule 3, PRE-TREATMENT SURCHARGE. Where users having sampling manholes or other acceptable alternative access for wastewater sampling, surcharges shall be based on actual samples taken by employees or agents of the District.

In addition to the rates published in Schedule 3, PRE-TREATMENT SURCHARGE, the District may collect from each user a surcharge for the cost of sampling and laboratory analysis.

If samples are not available, the District may estimate the amount of surcharge for any user based upon sampling and laboratory data gathered by the District from similar users.

Where the District estimates the surcharge, the District's estimate shall

carry a presumption of correctness. In order to overcome the presumption of correctness, it shall be the user's responsibility to provide actual sample data and laboratory results of the strength of wastewater discharged by the user into the District collection system.

6.2.4 Fees

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

- a) Fees for all District costs, including maintenance and operation.
- b) Fees for reimbursement of costs of setting up and operating the POTW's Pretreatment Program.
- c) Fees for monitoring, inspections and surveillance procedures to include, but not be limited to, laboratory analysis.
- d) Fees for reviewing accidental discharge procedures and construction.
- e) Fees for permit applications.
- f) Fees for filing appeals.
- g) Fees for consistent removal (by the POTW) of pollutants otherwise subject to Federal Pretreatment Standards.
- h) Impact Fees.
- i) Fees for repairs, connection and disconnection.
- j) Fees for inspections and surveys.
- k) Fees for project specific development and expansion of District facilities.
- l) Other fees as the POTW may deem necessary to carry out the requirements contained herein.

6.2.5 Combination Billings

Where the District provides culinary water, the wastewater collection and treatment charges may be combined for billing purposes with charges for water services rendered.

6.2.6 Charges for Discontinuing or Restoring Services

If District service to any building or premises is physically disconnected from the District's sewer, an inspection fee may be charged because the physical disconnection must be inspected. An inspection fee may also be charged at the restoration of sewer service.

6.2.7 Damage to Facilities

The user shall pay for all costs incurred by the District if the user's discharge causes an obstruction or damage or increased cost due to the nature of the discharge such the increased cost for treating pollutants.

6.2.8 Review of Each User's Wastewater Service Charge

The District shall review the total cost of operation and maintenance, as well as each

user's discharge, and will revise charges as necessary to assure equity and sufficient funds to adequately operate and maintain the District. If a significant industrial user has completed in-plant modifications which would change that user's discharge, the user can present to the POTW such factual information, and the POTW shall determine if the user's charge is to be changed.

6.2.9 Notification

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

6.3 Collection Procedures

6.3.1 Charges – Responsibility of Owner

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

6.3.2 Periodic Billing Statements

The District shall periodically bill for wastewater charges at rates set forth in the District's Rate and Fee Schedule, and as amended by the District Board of Trustees.

6.3.3 Delinquency

Fees and charges levied in accordance with this chapter shall be a debt due to the District. If this debt is not paid within 30 days after billing, it shall, at the District's option, be deemed delinquent and subject to penalties and may be recovered by civil action, and the District shall have the right to terminate sewer service and enter upon private property for accomplishing such purposes, in addition to other remedies available under applicable statutes and law.

6.3.4 Collection, Accounting, Costs

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

6.3.5 Tax Lien Authority

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

6.3.6 Restoration of Service

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

SECTION 7 ENFORCEMENT AND PENALTIES

7.1 Enforcement Authority

The POTW Governing Authority may adopt procedures for the implementation, administration and enforcement of the applicable parts of these Rules and Regulations.

7.2 Notification of Violation

Whenever the POTW finds that any user has violated or is violating the user's wastewater discharge permit, or has violated or is violating any prohibition, limitation or requirement of the POTW, the POTW shall serve upon such user a written notice stating the nature of the violation, which may include a cease and desist order. Also, within the time specified therein, a plan for the satisfactory correction thereof shall be submitted to the POTW by the user. Each notice of violation shall be served within 20 days of the receipt of monitoring reports indicating a violation or receipt of written sample analysis indicating a violation.

7.3 Methods of Notification

Any notification required by these Rules and Regulations shall be served either personally or by registered or certified mail upon the property owner or its registered agent. In the event that the POTW is not able to serve the property owner personally or by registered or certified mail, notice may be achieved by posting notice on the property.

7.4 Suspension of Service

The POTW may, without notice or hearing, suspend wastewater treatment service and/or a Wastewater Discharge Permit when such suspension is necessary, in the opinion of the POTW, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, causes interference to the POTW, or causes the POTW to violate any condition of its NPDES Permit.

Any person notified of suspension of the wastewater treatment service and/or the Wastewater Discharge Permit shall immediately stop or eliminate the discharge. In the event of a failure of the user to comply voluntarily with the suspension order, the POTW shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The POTW shall reinstate the Wastewater Discharge Permit and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge. User shall pay all POTW costs and expenses for any such suspension and restoration of service. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the POTW within 15 days of the date of occurrence.

7.5 Permit Revocation

Any user who violates the following conditions hereof, or applicable state and federal regulations, is subject to enforcement action:

- a) Failure of a user to factually report the wastewater constituents and characteristics of its discharge;
- b) Failure of the user to report significant changes in operations or wastewater

constituents and characteristics;

- c) Refusal or reasonable access to the user's premises for the purpose of inspection or monitoring;
- d) Violation of conditions of the permit;
- e) Failure to pay any fees or charges;
- f) Encouraging, permitting, or committing damage or interference to flow measuring or monitoring equipment, personnel acting under the provisions of this ordinance, surveillance equipment and facilities used to fulfill the enforcement of these Rules and Regulations.
- g) Interfering with any personnel acting under the provisions of these Rules and Regulations.

7.6 Referral for Prosecution

All violations of these Rules and Regulations, which are also punishable under state law, shall be referred to the Salt Lake County Attorney's Office, or other applicable criminal enforcement authority, for consultation and the commencement of criminal prosecution. Prosecution may be deferred when the purpose of prosecution is achieved without the commencement of a criminal complaint.

7.7 Civil Liability for Surcharge Expenses

Any person that violates any provisions of these Rules and Regulations shall be liable to POTW for all expenses, losses, damages, and surcharges incurred by the POTW as a result of the violation; including any increased costs for managing effluent or sludge which result from the user's discharge of toxic pollutants.

7.8 Administrative Remedies

7.8.1 Show Cause Hearing

The POTW may order any user to show cause before the POTW Governing Authority why its enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the POTW Governing Authority regarding the violation, the reasons why the action is to be or was taken, the enforcement action, and directing the user to show cause before the POTW Governing Authority why the enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail at least ten days before the hearing.

7.8.2 Designation of Hearing Entity

The POTW Governing Authority may itself conduct the hearing and take the evidence, or may designate any of its members or any officer or employee of the POTW, or contract with others to:

- a) Issue in the name of the POTW notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
- b) Take the evidence;

- c) Prepare a report of the evidence and hearing, including transcripts where requested and other evidence, together with recommendations for action thereon.

7.8.3 Testimony

At any hearing, testimony may be recorded.

7.8.4 Cease and Desist Orders

The POTW Governing Authority may issue an order of cease and desist to the user responsible for the discharge directing that the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances have been installed or existing treatment facilities, devices or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate may be issued.

7.9 Appeal Procedure

Any permit applicant, permit holder, or other user affected by any decision, action, or determination, including cease and desist orders, may file a written request for reconsideration with the POTW within 10 days of such decision, action, or determination. The request shall set forth in details the facts supporting the request. The POTW may elect to hold a hearing on the request. The request for reconsideration shall be acted upon by the POTW within 10 days from the date of filing or the close of the reconsideration hearing. The decision, action, or determination shall remain in effect during such period of review by the POTW.

If the person appealing is not satisfied with the decision of the POTW, he may file a written appeal to the POTW Governing Authority within 10 days after receipt of the decision. The POTW Governing Authority may either conduct a new hearing or make a decision based upon the evidence provided in the appeal. The POTW Governing Authority shall issue a final decision on the appeal within 20 days after receipt of the user's written appeal, unless the POTW Governing Authority conducts a hearing in which case the decision shall be issued within 10 days after the hearing. The decision, action, or determination of the POTW shall remain in effect during such period of review by the POTW Governing Authority. The decisions of the POTW Governing Authority shall be binding on all entities and the user until and unless ruled otherwise by an appropriate court.

7.10 Legal Action Authorized

The POTW attorney may commence an action for appropriate legal and/or equitable relief, including injunctive relief, against any user that discharges into the POTW system in violation of any provisions of these Rules and Regulations, federal or state Pretreatment Requirements or any order of the POTW.

7.11 Criminal Penalty and Fines

A violation of the pretreatment and discharge standards, which are defined in these Rules and Regulations, is a felony subject to prosecution under the Utah Water Pollution Control Act, Title 26, Chapter 11, Section 16, (2) (c) Utah Code Annotated.

7.12 Termination of Service

The POTW may terminate or cause to be terminated sewage collection and/or treatment service to any user for a violation of any provision of these Rules and Regulations.

7.13 Civil Fine Pass Through

In the event that a user discharges any pollutants which cause the POTW to violate any condition of its NPDES Permit and the POTW is fined by EPA or the State for such violation, then the user shall be fully liable for the total amount of the fine assessed against the POTW by EPA or the State. The District shall collect the fine on behalf of the POTW.

7.14 Falsifying Information

Any user who knowingly makes false statements, representations or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant hereto, or wastewater discharge permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required herein shall, upon conviction, be punished by a fine of not more than \$1,000.00 or by imprisonment for not more than six (6) months, or by both.

7.15 Additional Penalties

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

7.16 Owner Reports and Liability

Every owner of improved non-residential commercial property who rents, leases or otherwise permits the use of premises shall provide to the POTW the following information: A description of the premises, the name of the individual or entity under agreement for the use of the premises with the owner, street address of the lessee, the mailing address of the lessee, the name, house address and telephone number of the principal individual entering in to the lease agreement or other agreement with the property owner, the telephone number of the business and the nature of the operation or business conducted by the lessee. The owner shall inform the POTW of each change of individual or entity under agreement for the use of the premises with the owner of the information required above.

Every owner of improved non-residential commercial property who rents, leases or otherwise permits the use of premises to be occupied by any type of food service company, must first contact the POTW to see if any plumbing changes are required, especially as it relates to grease traps or sampling manholes.

Every owner of improved non-residential real property engaged in the business of leasing premises to others for industrial or commercial purposes shall be jointly liable with each lessee for each violation of these regulations occurring on the owner's premises. Fines, surcharges and other enforcement penalties may be assessed by the POTW against the owners of the property and may become a lien on the real property.

SECTION 8 LIFT STATIONS

8.1 Private Lift Stations

Private lift stations may be required for single users or groups of users as part of a private system when the dwellings are located lower in elevation than the adjacent District-Owned sewer main line. Issuance of a “Sewer Availability” or “Will Serve” letter does not guarantee a private lift station will not be required in order to connect to the District sewer.

Lift stations for a single user or group of users in a private system will be owned and operated by said users. All costs associated with the lift station, including but not limited to, construction, operation and maintenance, shall be borne by the users.

8.2 District Owned Lift Stations

The District-owned lift stations are designed to serve multiple users attached to the District’s collection system. Where equity requires, the District may assess the costs of operation and maintenance of lift stations to those residents and/or businesses that benefit from the lift stations.

The District’s Capital Facility Plan may be updated to show the need for the future lift station or replacement of existing lift stations to increase capacity. The District will apportion the costs of any such lift stations in accordance with Utah State Law, but shall remain private to the point of connection to the District’s main line.

SECTION 9 SUBDIVISIONS

9.1 Approval Required Before Recordation

All persons, contractors, builders, operators, subdividers and developers shall obtain the District's written approval for the design of their sewage collection facilities and shall pay all required fees to the District prior to commencement of construction.

9.2 Mobile Home Park, PUD and Subdivision Connections Allowed

Mobile home parks, PUD and subdivisions within the boundaries of the District may, at the user's sole expense, connect to the District sewer system at a location designated by the District after the user has paid all required fees and complied with all other rules and regulations of the District

9.3 Mobile Home Park, PUD and Subdivision Compliance Required

All sewage collection systems and appurtenant facilities for mobile home parks, PUD and subdivisions shall be designed, constructed, and maintained in strict accordance with all applicable provisions of the Rules and Regulations adopted by the District.

SECTION 10 DISTRICT SEWER CONSTRUCTION

10.1 Design and Construction

The size, slope alignment, materials of construction of the District sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench shall all conform to the requirements set forth in the District Standard Specifications and Details and according to Utah State Code R317-3 Design Requirements for Wastewater Collection, Treatment and Disposal System.

10.2 Construction

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

10.3 Excavation Safeguards for Public

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

10.4 Maintenance Expense

All District sewers, except building sewers and private sewer mains, shall be maintained by the District.

10.5 Inspection and Approval

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

SECTION 11 CONFLICT AND SEVERABILITY

All other ordinances or regulations adopted by the District inconsistent or conflicting with any part of these Rules and Regulations are repealed to the extent of the inconsistency or conflict. If any provision, paragraph, word, section or chapter of these Rules and Regulations is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

SECTION 12 AMENDMENT PROCESS

These Rules and Regulations may be amended by a majority vote of the District Board Authority.

SECTION 13 NO FAULT UTILITY CLAIMS

13.1 Purpose

The purpose of this policy is to assist in the cleanup of real and personal property, and/or compensate persons for the loss of real or personal property, destroyed or damaged as the result of a break, leak, backup or other failure of District facilities, regardless of fault, within the restrictions, limitations and other provisions of this policy.

13.2 Definitions

- A. Actual Cash Value. The actual, depreciated value of an item and not the replacement value.
- B. Cleanup. All activities necessary to reasonably restore destroyed or damaged real and personal property to its pre-event condition, in accordance with cleanup criteria
- C. Cleanup Contractor. An independent disaster cleanup contractor, licensed to do business in the state.
- D. Cleanup Criteria. Cleanup standards, procedures and protocol established by the District Manager pursuant to this policy.
- E. District. Taylorsville-Bennion Improvement District, a political subdivision of the state.
- F. District Facilities. Any culinary water or sanitary sewer pipeline, reservoir tank and all related appurtenances which are owned, operated and maintained by the District
- G. Force Majeure. Acts of public enemies, insurrection, riots, war, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, civil disturbances, explosions, acts of terrorism, sabotage, or any other similar cause or event not reasonably within the District's control.
- H. District Manager. The General Manager of the District, or his/her designees.
- I. Person or Applicant. Any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate or any other legal entity (except the United States government or any of its agencies and the State of Utah or any of its agencies or political subdivisions) or their legal representatives, agents or assigns.
- J. Private Facilities. Any pipelines and related facilities which are owned and operated by a property owner, and which connect to District facilities.
- K. Property Owner. The owner of the premises which has sustained a loss described in this policy, or any person lawfully obligated to pay the owner for such damages as of a date previous to the loss and who is also lawfully in possession of the premises.

13.3 Establishment of Cleanup Criteria

The District Manager shall, from time to time, establish cleanup criteria which shall constitute the standard for cleanup and payment under this policy. In establishing such cleanup criteria, the District Manager may give due consideration to generally available health guidelines, recommendations from industry, governmental and academic experts, and other sources of guidance reasonably deemed by the District Manager to be balanced unbiased and protective of health and safety. The District Manager may establish such additional rules, regulations and procedures which are consistent with this policy, as may be necessary or convenient in effecting the purposes of this policy.

13.4 Qualification for Assistance

An application or request for assistance or payment under this policy shall qualify only if the District Manager, after due inquiry or investigation, makes an affirmative determination that the event was the result of a break, leak, backup or other failure of District facilities, and that none of the following circumstances apply:

- a) The loss was the result of a force majeure which damaged the District facilities;
- b) The loss was caused by either an act of omission of the property owner, the property owner's agent, or employee, or any person acting under the direction of the property owner, or a member of the property owner's family or business;
- c) The property owner failed to file a claim hereunder in a timely manner, or failed to comply with any other procedural requirements of this policy;
- d) The loss was the result of intentional or negligent acts of third parties unless the District Manager preliminarily determines there is good reason to make payment;
- e) The loss was the result of a break, leak, backup or failure of private facilities; or
- f) The loss is wholly covered by private insurance.

13.5 Cleanup of Real and Personal Property

A. The District Manager shall, in accordance with the District's standard procurement procedures, engage the services of one or more cleanup contractors to perform cleanup services at the direction of the District Manager on an as needed basis.

- B. Upon discovering a break, leak, backup or other failure of District's facilities, or any damage resulting from the same, a property owner must immediately notify the District Manager.
- C. Upon notification of the occurrence of the event, the District Manager shall contact a cleanup contractor under contract with the District pursuant to subsection (A) of this section, and direct the cleanup contractor to perform all cleanup work at the premises, in accordance with established cleanup criteria.
- D. In the event the property owner engages the services of a cleanup contractor prior to notifying the District Manager of the event, the District may reimburse the property owner for actual expenses incurred by the property owner, but only up to the amount the District would have paid its own cleanup contractor under subsection (C) of this section.
- E. In the event the damaged real or personal property cannot, in the judgment of the District Manager, be reasonably restored to its pre-event condition, in accordance with the cleanup criteria, the District may pay to the property owner the estimated actual cash value, at the time of the event, of such property. Such value shall be determined by a professional appraiser engaged by the District for such purpose.
- F. In no event shall the District pay or reimburse the property owner for payment of special or consequential damages.

13.6 Application; Time Limitations

All applications or claims for reimbursement under this policy must be submitted to the District Manager within ninety (90) days after the event occurs or applicant knew, or reasonably should have known, a covered loss existed.

13.7 Reduction in Assistance

The District may limit any assistance, or reduce any payment, under this policy based upon any of the following:

- a) The property owner did not act responsibly to prevent, avoid or minimize the loss;
- b) The property owner is unable to fully substantiate or document the extent of the loss;
- c) The loss is partially covered by private insurance.

13.8 Maximum Payments

- A. Aggregate payments under this policy shall not exceed \$15,000.00 per claim.

- B. For budgeting purposes, payments under this policy shall not exceed \$75,000.00 per fiscal year. However, the District Board of Trustees may, in its sole discretion and without amendment to this Section, budget additional funds in any given fiscal year by resolution.

13.9 Payment Does Not Imply Liability

- A. Any assistance or payment made under this policy shall not be construed as, and does not imply, an admission of negligence, or of responsibility on the part of the District for any damage or loss.
- B. Any assistance or payment made under this policy is strictly voluntary on the part of the District. While it shall be the general policy of the District to follow the provisions of this policy, the District shall not be required to do so. The District may, based on the particular facts and circumstances of an event, elect to reject a request for assistance hereunder. If a request for assistance under this policy is not approved by the District Manager within ninety (90) days of filing, it is deemed rejected. In the event a request hereunder is rejected, the property owner's recourse would be to proceed under the provisions of the Utah governmental immunity act and file a notice of claim thereunder. Nothing in this policy shall be construed as an acknowledgment by the District that the property owner has a meritorious claim under the Utah governmental immunity act, and the District reserves the rights to assert any and all available defenses. The ninety (90) day notice period under this policy shall not operate to extend the one year notice period under the Utah governmental immunity act. This policy shall not in any way supersede, change or abrogate the Utah governmental immunity act, and its application to the District or establish in any person a right to sue the District under this policy.
- C. Any assistance or payment made under this policy and accepted shall constitute a full and complete release of any and all claims against the District, its officers, employees and agents arising from the incident, and shall be expressly conditioned upon the District first receiving a written release of liability, signed and notarized by the claimant in a form acceptable to the District.
- D. No claim paid hereunder shall act as precedence for any later claim made hereunder but any such later claim shall be evaluated independently in accordance with this policy.

13.10 Appendix - Agreement

TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT

AGREEMENT

**Loss resulting in a Break, Leak, Sewer Back-up, or Other Failure of District Facilities
No Homeowner Negligence**

_____, hereinafter "Homeowner", owns property located at _____ ("Property"). This Property is served by the Taylorsville-Bennion Improvement District ("TBID").

On _____(date), Homeowner suffered a loss and resulting damages at the Property as the result of a break, leak, sewer backup or other failure of District facilities. This loss was not due to the negligence or failure to undertake routine maintenance by the Homeowner. The failure was not due to the fault of TBID.

Homeowner timely notified TBID of the loss and timely filed a claim with his/her homeowner's insurance policy. Homeowner verifies that at the time of the loss there was a valid and enforceable homeowner's insurance policy in place, but that the insurance carrier has denied said claim in whole or in part. Homeowner has provided TBID a complete copy of the homeowners' insurance policy and the denial from his/her homeowner's insurance carrier.

Upon receiving notice of the loss, TBID placed its insurance carrier(s) on notice. To date, no insurance carrier has provided coverage for the claim.

The parties agree that TBID is not responsible in law or in equity for the loss or the resulting damages to the Property and has no obligation whatsoever to take any action or make any payments. However, in the interest of providing superior service to its clients, TBID has agreed to make the following voluntary payment to Homeowner subject to the terms and conditions set forth herein this Agreement.

1. Homeowner shall provide a complete copy of his/her homeowner's insurance policy and a copy of the denial for the loss;
2. Homeowner shall provide a copy of a minimum of two independent bids for repairs from licensed contractors. At its discretion, TBID may require a third bid be performed. TBID makes no recommendations as to the use or non-use of a particular contractor, nor does it evaluate the repairs suggested in the bid as being sufficient to fully repair Property, nor does it accept any liability or responsibility for making payment directly to contractor(s);
3. If Property is owned by more than one person, all owners must sign this Agreement prior to any payment being issued;
4. To the fullest extent permitted by law, Homeowner shall release, indemnify, defend, protect and hold harmless TBID from any and all claims, demands, losses, liabilities,

judgments, causes of action, costs and expenses arising out of TBID's voluntary payment under this Agreement;

5. By accepting the voluntary payment from TBID, Homeowner hereby releases TBID in full and accepts any and all responsibility for the potential tax implications of accepting such payment;
6. TBID will make voluntary payment of \$_____ to Homeowner, or the bid repair price, whichever is **less**. In no instance shall TBID make a voluntary payment of more than \$_____ to Homeowner;
7. By accepting the voluntary payment amount set forth below, Homeowner releases, waives, discharges and covenants not to sue TBID and accepts the payment amount set forth below as full and final payment and settlement of any and all claims, including any claims, liabilities, injuries, damages and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.
8. The partial or complete invalidity of any one or more provisions of this Release shall not affect the validity or continuing force and effect of any other provision.
9. This agreement shall not be considered as precedent for any other non-liability damage payment by TBID.

In consideration of the above, TBID agrees to make voluntary payment in the amount of \$_____ to Homeowner.

Knowing and Voluntary Execution: I have carefully read this Agreement, fully understand its contents, and agree to be bound to all the terms and conditions set forth above.

Signed: _____
Homeowner

Dated: _____

Print Name: _____

Signed: _____
Homeowner

Dated: _____

Print Name: _____

Schedule 1

FEDERAL CATEGORICAL PRETREATMENT STANDARDS AS PROMULGATED BY U.S. EPA

See 40 CFR part 403 General Pretreatment Regulations

Schedule 2

CVWRF LOCAL LIMITS

Contact Central Valley Water Reclamation Facility for their current local limits.

Schedule 2A

CONTROLLED ADMISSIBLE POLLUTANTS

Contact Central Valley Water Reclamation Facility for their current local limits.

Schedule 3

Pre-Treatment Surcharge Calculation

Flow		3.7854L		Sample Strength		0.0000022lbs		Plant cost
in	x	Conversion	x	mg/L	x	Conversion	x	per lb
gallons		Factor		average of 3 samples		Factor		to treat
		1 gal = 3.7854L		less credit for normal		1lb = 453,600mg		BOD
				domestic waste of 200				or TSS

TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT

1800 WEST 4700 SOUTH

TAYLORSVILLE, UTAH 84118

OFF(801)968-9081 FAX(801)963-3199

PRETREATMENT SEWER SURCHARGE CALCULATION SHEET

BILLING DATE: 6/30/2014

USER:	ACCOUNT NO.
ADDITIONAL TREATMENT COST PER 1,000 GALLONS :	\$1.51
RESIDENTIAL RATE PER 1,000 GALLONS:	\$1.62
SEWER RATE PER 1,000 GALLONS	\$3.13

CALCULATION DATA

AVG WINTER FLOW (GAL)	26,040		
TREATMENT COST BOD/LB	\$0.1029	LBS OF BOD	271.65
TREATMENT COST TSS/LB	\$0.1390	LBS OF TSS	82.63
ADDITIONAL TREATMENT COSTS BOD:			\$27.95
ADDITIONAL TREATMENT COSTS TSS:			\$11.49
TOTAL ADDITIONAL TREATMENT COSTS			\$39.44

SAMPLING DATA

Date	BOD mg/l	TSS mg/l	OIL/GREASE mg/l	RATE
11/6/2013	889	348	393	\$2.96
3/6/2014	1460	358	456	\$3.03
7/16/2014	1410	442	368	\$3.13
TOTAL:	3759	1148	1217	
AVERAGE	1,253.00	382.67	405.67	
RESIDENTIAL CREDIT	(200)	(200)	(10)	
AVG STRENGTH	1,053	183	396	
1/2 O / G	198	198		
TOTAL STRENGTH USED IN CALCULATION	1,251	381		

THIS FORM IS PROVIDED AS INFORMATIONAL ONLY! DO NOT PAY FROM THIS SHEET. SEE BILLING STATEMENT ATTACHED.

Illustration of a typical surcharge calculation