

# Concho Wastewater Improvement District (“District”) Customer Rules and Regulations

Approved 5/27/17

## **1.0 Establishment of Service**

1.1 To receive wastewater service from the District, a landowner must execute an agreement for service and pay all applicable fees and deposits.

1.2 If property is being leased, both landowner and lessee must sign the wastewater service agreement. At its discretion, District has the right to collect all fees from the landowner or lessee.

1.3 Landowner must provide District access to, and use of, landowner’s property, including the granting of rights-of-way, as reasonably requested by District.

1.4 To establish and continue wastewater service, landowner has to install, operate, and maintain equipment on the customer’s side of the connection to ensure wastewater service is free of leaks, flows properly and is unobstructed up to the landowner’s point-of-use.

1.5 At its discretion, the District may require landowner to install, operate, and maintain backflow prevention devices, interceptors, grease traps or other equipment.

1.6 District has the right to determine the size of pipe installed to adequately handle wastewater service from the property.

1.7 If District equipment or other equipment as mentioned in #1.5 is located on private property, then landowner must provide District staff safe ingress to and egress from District equipment at all reasonable hours for any reasonable purpose associated with the operation, maintenance and inspection of such equipment. If construction, landscaping, structure, or any other action intended or unintended on the property causes damage to the District equipment or underground infrastructure that is located in legal easements, the property owner will be responsible for all costs to repair the damage.

1.8 If District facilities must be extended or improved to provide wastewater service to the property, the landowner will be responsible for all costs associated with such project as reasonably determined by the District. These costs include, but are not limited to, construction costs, application fees and professional services. All District facility improvements will be made pursuant to an agreement. The terms of each agreement will be determined on a case-by-case basis.

1.9 District requires a refundable security deposit in an amount designated in the current Rates and Fees approved by the Board of the District. Each property receiving wastewater service will require a deposit.

## **2.0 Compulsory Connections**

2.1 The construction, maintenance, or use of cesspools, septic tanks, or other means of wastewater disposal is declared unlawful when a parcel of property, improvement, building site, or proposed building site is covered by any of the following conditions:

- a) When the site is within the current boundaries of the District
- b) When the site is in a new subdivision within the District;
- c) When the District, County, or State determines that a health hazard exists.

2.2 The use of wastewater disposal systems referred to in #2.1 must be disconnected and removed or buried as per current ADEQ and EPA standards within 6 months after the connection to the District's wastewater system except where a written extension has been granted by the District.

### **3.0 Water other than Wastewater Prohibited**

3.1 No person shall discharge, or cause to be discharged, any storm water, surface water, ground water, roof runoff, sub-surface drainage, cooling water, water used for air cooling purposes, or unpolluted industrial process waters to any wastewater collection system. Failure to comply with this section will result in the District physically disconnecting any sewer service lines. Reconnection of sewer service line will require payment of fees and an inspection to verify changes to the service lines that will eliminate any future prohibited discharges.

#### **3.2. Prohibited Substances**

Except as herein provided, no person shall discharge, or cause to be discharged, any of the following described waters or wastes to any public sewer:

- a) Any liquid or vapor having a temperature higher than 150 degrees F.
- b) Any water or waste which may contain more than 100 parts per million (by weight) of fat, oil, or grease.
- c) Any gasoline, benzene, naphtha, oil, or other flammable or explosive liquids solids, or gas.
- d) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, diapers, wood, paunch manure, or any other solid or viscous substance capable of causing obstruction to the flow or other interference with the proper operations of the collection system.
- e) Any food waste that has not been properly shredded.
- f) Any water or waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the treatment facilities.
- g) Any water or waste having a pH lower than 5.5, higher than 9.0, or having any other corrosive property capable of causing damage or hazard to personnel, structures, or equipment of the wastewater systems.
- h) Any water or waste containing suspended solids of such character and quantity that unusual attention or expense is required to handle such matters at the treatment facilities.
- i) Any noxious or malodorous gas or substance capable of creating a public nuisance.
- j) Any substance whose physical, chemical, or electrical properties might be such as to interfere with any phase of the operation of the treatment facilities.
- k) Any waste from septic tanks or holding tanks unless authorized by the District.

#### **4.0 Interceptor and Grease Traps**

4.1 Grease, oil, sand traps, or interceptors, shall be required at all public premises where food is served, including, but not limited to restaurants, schools, commercial kitchens, cafeterias and boarding houses. All traps or interceptors shall be of a type and capacity specified by the UPC or an equivalent approved by the District. Traps or interceptors shall be located as to be accessible for cleaning and inspection. Owners of all public premises requiring a trap or interceptor shall permit a District representative to inspect the trap or interceptor during normal business hours, or at an agreed upon time.

4.2 Grease, oil, sand traps, and interceptors, shall also be installed when, in the opinion of the District, they are necessary for the proper handling of wastewater containing, or exceeding limits of substances outlined in #3.0.

4.3 Where required, all traps or interceptors shall be installed and maintained by the owner or responsible party, at their expense, in a continuously efficient operation at all times and will be subject to inspection by a District representative as stated in #1.7

#### **5.0 Wastewater Requiring Special Treatment or Handling**

5.1 In cases where the character of wastewater or industrial waste from any connection is such that it will damage the systems or cannot be treated satisfactorily in the treatment facilities, the District shall require such users to dispose of such waste and prevent it from entering the system.

5.2 In such cases where the character of wastewater or industrial waste from any connection is such that it imposes an unreasonable burden upon the collection or treatment systems, the District shall, if deemed advisable, require such connection to pretreat the wastewater. If pretreatment is not feasible for the customer, then the service will be disconnected or the connection application will not be approved.

5.3 Prior to the connection of any manufacturing or industrial facilities to the District's collection and treatment systems, the owner or responsible party will develop and enter into an agreement with the District encompassing an industrial cost recovery system that complies with the current U.S.E.P.A. regulations.

5.4 Where required by the District, the owner of any facilities service line carrying industrial waste shall install a suitable control manhole in the private collection system to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be located and constructed in accordance with plans approved by the District. The manhole shall be installed by the owner at their expense and shall be maintained to be safe and accessible at all times.

5.5 All measurements, tests, and analyses of the characteristics of water and waste shall be determined by the District, in accordance with "Standard Methods for the Examination of Water and Sewage", and shall be determined at the control manhole provided for, or upon suitable samples taken at said manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole. The costs of the tests will be reimbursed to the District by the commercial customer.

#### **6.0 Connection of Service**

6.1 An application for service must be signed, fees and deposits paid before connection of service can begin. Commercial accounts will be required to fill out a wastewater description and expected flow form to be approved by the District before the application is approved.

6.2 It is the responsibility of the applicant of a new service connection to obtain all necessary permits from Apache County and to construct as per county regulations, and to obtain final inspections. The service will not be connected prior to CWID receiving a copy of the approved building permit issued by Apache County.

6.3 The property owner is responsible for digging and exposing the closest sewer main line. They will also be responsible to be sure that the ditch is properly shored for safety. The District will install the tap on the main line for connection by the property owner to their service line. The cost for the connection will be as stated in the fees and includes one inspection after the line is connected to the tap. The property owner will be responsible to bury the main line and tap after the inspection by the District representative is completed.

## **7.0 Main Line Extensions**

7.1 The District has the right to construct all lines within the District. A property owner, who desires to construct such main lines prior to the construction by the District, may do so at their sole expense and in compliance with the following:

- a) Plan submittal and review – After initial discussion, preliminary plans must be submitted to determine the scope and area to be served by the line extension, point of connection to existing service, determined capacity, and potential for expansion.
- b) Fees and Documentation – All fees, preliminary approval, and signed agreement must be received before start of construction or submittal to the Arizona Department of Environmental Quality.
- c) Completion – All pipe, manholes, lift stations, and appurtenance must be installed according to District specifications, approved plans, and subject to inspection by a District representative. As-built drawings, copies of test results, Deed of Sewer System, easement documents, copy of ADEQ permit, and final payment of all fees must be received before the District will accept main line extensions.

7.2 Any exceptions to this section will need to be reviewed by the Manager and the Board of Directors for an approval if there is any cost sharing of a Main Line Extension.

## **8.0 Billing and Collections**

8.1 Customers will be billed according to the Fee Schedule set forth in the current Rates and Fees list approved by the Board of the District.

8.2 Billing will commence on the start date on the application in the case of transference of service. In the case of new construction of a building, the date of service for billing will begin at the time the water service is turned on. It is the property owner's responsibility to notify the District when the water service will start otherwise there will be a fine of \$100 plus the months there was water service which will be billed to the property owner. If the new construction will not be using a metered water service, then billing will start after the inspection of the service tap connection.

8.3 Failure to receive bills or notices which have been properly placed in the United States mail shall not prevent such bills from becoming delinquent nor relieve the customer of his obligations therein.

8.4 District has the right to apply the deposit to any outstanding balance more than 45 days delinquent.

8.5 The District may offer customers a payment plan to pay outstanding balances over a term not to exceed six months and allow the customer to continue to receive wastewater service.

8.6 If service is terminated due to unpaid customer charges and fees, then the District may physically disconnect the wastewater connection from the landowner's system and these facilities will not be reconnected unless the landowner or lessee pays all applicable fees and deposits necessary to initiate service.

8.7 All user fees shall be due and payable by the 5<sup>th</sup> day of each month. User fees will be deemed delinquent if unpaid 45 days after due date, and subject to service disconnection and collection proceedings.

#### **9.0. Owner's Responsibility for Payment of Sewer Fees**

9.1 The owner of real property shall be ultimately responsible to the District for all user fees and other charges associated with service provided to property. No lease or other assignment of the owner's rights or interest in the real property shall change this responsibility of the owner for payment of these fees. As an accommodation to a property owner who rents or leases property, the District will send bills for user fees to the owner in care of another person.

9.2 Any unpaid balance that cannot be collected after 45 days from the last due date of the last invoice issued to the landowner will be treated by the District as uncollectable. The District may engage in collection proceedings as may be appropriate including foreclosure or litigation. Any and all costs of collection, including reasonable attorney's fees, shall be added to the amount due.

#### **10.0 Non-voluntary Termination of Service**

10.1 The District may terminate service and remove the equipment any time with or without notice if the District believes such action is necessary to help prevent an immediate risk to public health and safety.

10.2 Termination of services procedures will commence if the payments of services or fees are more than 45 days past due.

10.3 If the account is consistently past due (at least 3 times within a 6 month period) and the security deposit on file does not cover two months of use, the account owner must pay the increase in security deposit upon request. If the deposit is not paid in a timely manner, termination procedures will commence.

10.4 The District may disconnect or remove District equipment if the landowner or lessee violates District rules, including but not limited to failing to pay applicable charges and fees, failing to maintain an adequate deposit, failing to provide a proper mailing address, failing to provide the District reasonable access to its equipment and property, non-compliance with any of the District regulations, or breaching an agreement with the District.

10.5 Before terminating service, the District will provide the landowner and lessee if applicable, written notice of the District's intent to disconnect service except under those conditions specified where written notice is not required. The District will mail the Notice of Service Disconnection to the landowner, and lessee if applicable, at least 10 calendar days prior to the disconnection date. The District shall have the right (but not the obligation) to remove any or all of the District's property installed on the customer's premises upon the termination of service.

#### **11.0 Voluntary Termination of Service**

11.1 A property owner may voluntarily terminate wastewater service for a period of over 12 months under the following conditions:

a) If they have metered water service, the customer signs a wastewater service termination notice with the District. After the District verifies the water meter service is off and locked, then the District will terminate the account and discontinue billing.

b) If the water service is provided by a well or hauled water, then the customer signs a disconnect agreement and pays the disconnect fee or they can avoid the disconnect fee by capping the line themselves and only paying for an inspection fee.

11.2 If the water service is turned on less than 12 months after the wastewater service was terminated, then the property owner will be billed for the intervening months of service that were missed.

12.3 If the water service is turned back on and the District was not notified, then the property owner will be billed for the months since the water service was on plus a \$100 fine.

## **12.0 Property Leasing and Change of Occupancy**

12.1 Landowners are responsible to the District for ensuring all District rules regarding wastewater service to their property are followed, including the payment of all applicable charges and fees.

12.2 If the landowner leases the property and is the person designated to receive notices and invoices from the District, then the District may notify the lessee either verbally or in writing that wastewater service to the property may be disconnected.

12.3 If the lessee of the property is the person designated to receive notices and invoices from the District, then the District may notify the landowner either verbally or in writing that wastewater service to the property may be disconnected.

12.4 Anytime the property is leased to another person, both the landowner and lessee must execute a Service Agreement unless the user fee bills are being sent solely to the landowner.

## **13.0 Description of Fees**

13.1 Monthly Sewer User Fees. The user fees to be charged monthly to service locations within the District shall be as set forth in the current Rates and Fees list approved by the Board of the District.

13.2 Establishment Fee: The fee to cover administrative costs for creating a new account or connection.

13.3 Security Deposit: A refundable deposit to be held on account to be applied to the final invoice when the account is closed. If an account is paid in full on time for 3 years and the account is under the name of the property owner and the account is for the primary residence of the account holder, the deposit may be refunded.

13.4 NSF charge: Fee for returned checks from the bank for insufficient funds.

13.5 Late payment: Fee charged if payments are received more than 10 days past the due date.

13.6 Tap fee: The fee for tapping into the main sewer line for a new connection. The landowner is responsible for exposing the main line and reburying after inspection. The Tap Fee includes one inspection of the connection by a District maintenance personnel.

13.7 Site Inspection: The fee for a District representative for any site inspection.

13.8 Connection fee: A Connection Fee will be charged for each new connection to the main line. A connection is for one dwelling or business building per property. At the discretion of the District, connections may have a higher connection fee if the water meter size is 1" or larger.

13.9 Disconnect service: The fee for the District to expose and cap the service to a residence or business. The property owner may forego this fee by doing the work themselves and paying for an inspection fee before covering up the capped line.

13.10 Reconnect service: The fee for the District to expose and uncap the service. The property owner will be responsible for the costs to reconnect the line to the tap. If the service was disconnected due to non-payment, an additional security deposit may be required. The property will not be reconnected until all delinquent fees plus the disconnect and reconnect fees are paid in full.

13.11 Service without notification to the District: If water service is connected to the residence or business that has a wastewater connection and the District was not notified, the property owner will be charged the user fee for the months the water was connected plus a fine.

13.12 Annexation fee: All annexations of property to the District shall be accomplished in accordance with the Arizona Revised Statutes Section 48-262 or Section 48-2002 if non-contiguous and the established procedures of the District. The applicant must provide the property's legal description with the application. The applicant will be responsible for any unforeseen costs during the application process. If costs will appear to rise above the application fee, the applicant will have the choice to cancel the application and will receive a refund less the expenses incurred to that point.

13.13 Excess Density Fee: The Excess Density Fee is charged to connections with a density, or required capacity, greater than the allowable base density.

13.14 Developers Plan Review and Inspection Fees: Before any plans for new main line extensions or collection systems are approved by the District, the applicant must pay the plan review and inspection fees. A Line Extension Agreement will be approved and signed by the District and the Developer before construction can begin.

13.15 Subdivided Lot Fee: The Subdivided Lot Fee is charged when a parcel currently within the District is subdivided into multiple parcels. All new parcels will be considered within the district and will be subject to all taxes and fees.

#### 14.00 Penalties

14.1 Any person, firm, or corporation violating any of the provisions of this regulation shall become liable to the District for any expense, loss, or damage occasioned the District by reason of such violation. Further the District may, pursuant to Arizona Revised Statutes Section 48-2031, prosecute any violation of these rules and regulations as a class 2 misdemeanor. Each and every day such violation continues shall be deemed and considered a separate offense. The landowner will be responsible for all costs.

#### 15.0 Customer Complaints

15.1 Customer complaints should be addressed to the District board. If the customer seeks action on a complaint, then the customer should submit the complaint and requested action in writing to the Board at least 10 days before the Board meeting when the customer wants the complaint to be addressed.