

NORTHWEST LAKEWOOD SANITATION DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
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NOTICE OF REGULAR MEETING AND AGENDA OF THE BOARD OF DIRECTORS OF THE DISTRICT AND OF THE WASTE WATER UTILITY ENTERPRISE

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Anthony M. Dursey	President	2022/May 2022
James D. “Jim” Zimmerman	Secretary	2022/May 2022
Gregory A. “Greg” Fabisiak	Treasurer	2023/May 2023
Catherine “CiCi” Kesler	Assistant Secretary	2023/May 2023
George C. Davenport		2022/May 2022

DATE: November 24, 2021
TIME: 12:00 P.M.
PLACE: **VIA Zoom**

If you experience technical difficulties, email Steve Beck at sbeck@sdmsi.com.

Join Zoom Meeting

<https://us02web.zoom.us/j/81889107319?pwd=aDEydXh5UGdNWDBjRnN2T3lWdVVLdz09>

Meeting ID: 818 8910 7319

Passcode: 131258

Dial In: 1 253 215 8782

I. ADMINISTRATIVE MATTERS

A. Review and approve Minutes of the October 27, 2021 regular meeting (enclosure).

B. Consider regular meeting dates for 2022. Proposed meeting dates are on the 4th Wednesday of every month at 4:00 p.m. Consider holding Zoom meetings.

C. Discuss §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2022 (2021 was posted on the SDA Website and District Website).

II. PUBLIC COMMENT

A. _____

III. FINANCIAL MATTERS

- A. Review and approve the payment of claims through the period ending November 16, 2021 as follows (enclosure):

General Fund	\$ 391,367.72
Enterprise Fund	\$ <u>28,196.41</u>
Total:	\$ <u>419,564.13</u>

and accept the schedule of cash position as of October 31, 2021 (enclosure); and the unaudited financial statements for the period ending September 30, 2021; and a report on collections for the facilities renovation fees, grease trap inspection fee collections, commercial billing and any other fees imposed and collected by the District (enclosure).

- B. Consider engagement of Schilling & Company, Inc. to perform the 2021 Audit for an amount not to exceed \$5,700 (enclosure).
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- C. Conduct Public Hearing to consider Amendment to 2021 Budget and consider adoption of Resolution to Amend the 2021 Budget and Appropriate Expenditures, if necessary.
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- D. Conduct Public Hearing on the proposed 2022 Budget and consider adoption of Resolutions to Adopt the 2022 Budget, Appropriate Sums of Money and Set Mill Levies (for General Fund ____, Debt Service Fund ____ and Other Fund(s) _____) (enclosures – preliminary assessed valuation, resolutions and draft 2022 Budget).
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- E. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.
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- F. Discuss Xpress Bill Pay (to be distributed).
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- G. Payment support options (to be distributed)
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IV. LEGAL MATTERS

- A. Review and consider approval of Sewer Service Agreement between the District and Applewood Sanitation District (enclosure).

- B. Discuss Moffat TP Sewer Flow meter replacement.

- C. Discuss 2419 Ward agreement and variance request.

- D. Review and ratify approval of Sewer Main Relocation Agreement between the District and Jefferson County School District No. R-1 (enclosures).

- E. Review and discuss Letter from Collins, Cockrel & Cole, P.C. regarding firm's transition (enclosure).

- F. Discuss May 3, 2022 Regular Directors' election regarding new legislative requirements and related expenses for same. Consider adoption of Resolution No. 2021-11-____; Resolution Calling a Regular Election for Directors on May 3, 2022, appointing the Designated Election Official ("DEO"), and authorizing the DEO to perform all tasks required for the conduct of mail ballot election (enclosure). Self-Nomination forms are due by February 25, 2022. Discuss the need for ballot issues and/or questions.

V. OPERATIONS MATTERS

- A. Operations Monthly Report (enclosure).
 - 1. _____

- B. Engineer's Report (enclosure).
 - 1. Status of 2021 Capital Improvements.

 - 2. Update on 930 Alkire Street Easement.

3. Discuss Systemwide Flow Study.
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VI. OTHER BUSINESS

- A. Metro Water Recovery Update (enclosure).
-

- B. Website update.
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- C. Discuss cancellation of December 22, 2021 meeting.
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VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
DECEMBER 22, 2021.**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE NORTHWEST LAKEWOOD SANITATION DISTRICT AND THE BOARD OF DIRECTORS OF THE WASTEWATER UTILITY ENTERPRISE HELD OCTOBER 27, 2021

In part due to COVID19 concerns, the Regular monthly meeting of the Board of Directors of the Northwest Lakewood Sanitation District and the Board of Directors of its Wastewater Utility Enterprise (collectively referred to hereafter as “Board”) was convened by Zoom video conference and teleconference call on Wednesday, October 27, 2021, at 4:00 P.M. The Zoom Meeting and call-in information was listed in the meeting notice posted by the District and the public was able to attend the meeting by telephone, if they so desired.

ATTENDANCE

Directors In Attendance Were:

Anthony M. Dursey
Greg Fabisiak
Jim Zimmerman
Cici Kesler
Clark Davenport

Also In Attendance Were:

Steve Beck; Special District Management Services, Inc.

Tim Flynn, Esq.; Collins, Cockrel & Cole, P.C.

Bill Willis; Martin/Martin Consulting Engineers

Wayne Ramey; Ramey Environmental Compliance

Walt Frankland

Roberta Rivera, Brady Bergeson, Kristina Neb; Residents

ADMINISTRATIVE MATTERS

Minutes: The Board reviewed the minutes of the September 22, 2021 Regular Meeting.

Following discussion, upon motion duly made by Director Kesler, seconded by Director Zimmerman, and upon vote, unanimously carried, the minutes of the September 22, 2021 Regular Meeting were approved, as presented.

RECORD OF PROCEEDINGS

PUBLIC COMMENTS

Ms. Roberta Rivera addressed the Board regarding her concerns about the Facilities Renovation and Services Fee and the difficulties in paying the fee by herself and other seniors in the District who live on fixed incomes and her request for a waiver of or discount on the fee or some other financial assistance in paying the fee. Director Davenport, Attorney Flynn and Mr. Beck will research payment assistance options.

FINANCIAL MATTERS

Claims: Mr. Beck discussed with the Board the payment of claims for the period ending October 14, 2021, as follows:

General Fund	\$ 23,158.64
Enterprise Fund	\$ 33,663.62
Total	<u>\$ 56,822.26</u>

Following discussion, upon motion duly made by Director Davenport, seconded by Director Fabisiak and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending October 14, 2021.

Unaudited Financial Statement: Mr. Beck reviewed with the Board the unaudited financial statements of the District setting forth the cash deposits, investments, and budget analysis, accounts payable vouchers for the period ending September 30, 2021, the schedule of cash position dated September 30, 2021, and the Accounts Receivable reports on collections of fees, the past due accounts and collection efforts.

Following discussion, upon motion duly made by Director Kesler, seconded by Director Davenport, and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District setting forth the cash deposits, investments, budget analysis, accounts payable vouchers and accounts receivables reports for the period ending September 30, 2021, and the schedule of cash position dated September 30, 2021, as presented.

Resolution No. 2021-10-1 Certifying Delinquent Accounts For Collection By The County Treasurer: Attorney Flynn and Mr. Beck discussed the proposed resolution and the collection and certification of delinquent accounts with the Board. President Dursey opened the public hearing regarding the certification of delinquent accounts.

Mrs. Kristina Neb, 2961 Oak Street, addressed the Board regarding her account and requested the waiver of the delinquent certification fee of \$100.00. Mr. Brady Bergeson, 3135 Wright Court, addressed the Board regarding his account and requested the waiver of the delinquent certification fee of \$100.00 and copies of invoices related to the delinquency. Neither account is being certified for collection because the accounts are current except for non-payment of the \$100.00 certification fee. No other residents were present to address the Board, and President Dursey closed the public hearing. The Board discussed the requests and tabled the approval of the waivers of the certification fees and requested Mr. Beck to provide more information on Xpress Bill Pay at the November meeting for consideration.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Zimmerman, seconded by Director Kesler, and, upon vote, unanimously carried, the Board approved Resolution No. 2021-10-1 for the Certification of Delinquent Accounts to Jefferson County.

2022 Preliminary Budget Discussion: Mr. Beck discussed with the Board the budgeting process and the preliminary budget for 2022. The recommended final budget will be presented at the November Board meeting subject to any changes resulting from the Final Assessed Values to be received in December.

LEGAL MATTERS **Update on the Applewood Sanitation District Sewer Service Agreement:** Attorney Flynn has provided the revised agreement to Attorney Scheuer for review and approval by the Applewood Board and is awaiting a response.

Moffat Treatment Plant Sewer Flow Meter Replacement: Attorney Flynn and Mr. Willis discussed with the Board the change in the meter from a manual read meter to a digital remote read meter. The Board authorized staff to proceed with the change of the meters and Attorney Flynn will prepare an agreement amendment to ensure that all costs are the responsibility of Denver Water. Mr. Ramey and his staff will oversee the change out of the meter.

Discuss 2419 Ward Road agreement and variance request: Attorney Flynn and Mr. Willis discussed the agreement and variance request for the new construction at 2419 Ward Road.

Following discussion, upon motion duly made by Director Fabisiak seconded by Director Zimmerman and, upon vote, carried with Directors Dursey, Zimmerman, Fabisiak and Kesler voting “Yes” and Director Davenport voting “No”, the Board approved the Agreement and variance request.

Authorized Signatories on District Documents: Attorney Flynn discussed the need for additional Board members to be authorized to sign District documents in the event President Dursey is unavailable to sign. Various options were discussed, including utilization of DocuSign for signatures.

Following discussion, upon motion duly made by Director Zimmerman, seconded by Director Davenport, and, upon vote, unanimously carried, the Board approved the motion to use DocuSign for document signatures and also authorized Director Fabisiak to sign as the Board’s Vice President when President Dursey is unavailable.

RECORD OF PROCEEDINGS

OPERATIONS MATTERS

Operations Monthly Report: Mr. Ramey reviewed the monthly report (September 1-30) with the Board. A copy of the report is attached hereto and incorporated herein by this reference.

Engineer's Report: Mr. Willis reviewed with the Board the engineering report dated October 19, 2021. A copy of the report is attached hereto and incorporated herein by this reference. The request for a variance approval for the new ADU at 2650 Simms Street was discussed.

Following discussion, upon motion duly made by Director Fabisiak seconded by Director Zimmerman and, upon vote, carried with Directors Dursey, Zimmerman, Fabisiak and Kesler voting "Yes" and Director Davenport voting "No", the Board approve the variance request.

Mr. Willis also reported that Insituform has accepted the contract award and is in process of starting the project and he updated the Board on the status of the 930 Alkire St. project and that he is attempting to get a contractor to complete the installation of a new manhole at that location. He also discussed the need for a System-wide Flow Study.

OTHER BUSINESS

Metro Wastewater Update: Director Davenport updated the Board on the board meetings for Metro Wastewater and an upcoming workshop.

Website Update: Mr. Frankland reported on the website update and activity.

Other: Director Davenport addressed the Board and noted that he would like to see an action item list to be acted on and researched by the Board and staff for discussion at following meetings.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Zimmerman, seconded by Director Davenport and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2479						
11/16/2021	CNA Surety	16058955 1/2022 -	Prepaid Expenditures	1-150	255.00	255.00
Total 2479:						255.00
2480						
11/16/2021	Collins Cockrel & Cole	5029M 09/2021	Legal	1-675	8,809.00	8,809.00
Total 2480:						8,809.00
2481						
11/16/2021	Consolidated Mutual Water Co	3174 10/2021	Utilities	4-765	22.70	22.70
11/16/2021	Consolidated Mutual Water Co	3174 11/2021	Utilities	4-765	22.70	22.70
11/16/2021	Consolidated Mutual Water Co	6680	Repairs & Maintenance-L	4-740	210.00	210.00
Total 2481:						255.40
2482						
11/16/2021	First American Title Ins Co.	00143128	Legal	4-675	760.00	760.00
Total 2482:						760.00
2483						
11/16/2021	Flesher, Katherine & Dennis	11122021	Transfer Service Fee	4-570	100.00	100.00
Total 2483:						100.00
2484						
11/16/2021	Frankland, Walter	WEBSITE MAINT	Website	1-677	100.00	100.00
11/16/2021	Frankland, Walter	WEBSITE REIMBU	Website	1-677	143.88	143.88
Total 2484:						243.88
2485						
11/16/2021	Freedom Mailing Services, Inc.	41489	Billing	4-616	2,026.57	2,026.57
Total 2485:						2,026.57
2486						
11/16/2021	Martin/Martin	17.0638-00172	Sewer Lines/Eng./Observ.	4-810	1,945.04	1,945.04
11/16/2021	Martin/Martin	17.0638-00173	Sewer Lines/Eng./Observ.	4-810	5,290.00	5,290.00
11/16/2021	Martin/Martin	17.0638-00175	2021 CIP	4-883	3,882.50	3,882.50
Total 2486:						11,117.54
2487						
11/16/2021	Metro Wastewater Reclamation	4TH QUARTER 10/	Treatment Charges	1-720	365,740.25	365,740.25
Total 2487:						365,740.25
2488						
11/16/2021	Provident Funding Associates L	11122021	Transfer Service Fee	4-570	930.00	930.00
Total 2488:						930.00
2489						
11/16/2021	Ramey Enviromental Compliance	23059	COS-Collection System	4-746	6,067.84	6,067.84
11/16/2021	Ramey Enviromental Compliance	23059	COS-Locates	4-742	6,267.75	6,267.75

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
11/16/2021	Ramey Enviromental Compliance	23059	COS-Emergency Service	4-748	383.55	383.55
Total 2489:						<u>12,719.14</u>
2490						
11/16/2021	Special Dist Management Serv	10/2021	Office Supplies	1-690	546.09	546.09
11/16/2021	Special Dist Management Serv	10/2021	Accounting	1-612	1,904.00	1,904.00
11/16/2021	Special Dist Management Serv	10/2021	Administration	1-614	10,990.00	10,990.00
11/16/2021	Special Dist Management Serv	10/2021	Billing	1-616	2,879.50	2,879.50
Total 2490:						<u>16,319.59</u>
2491						
11/16/2021	UNCC	221101025	Repairs & Maintenance-L	4-740	287.76	287.76
Total 2491:						<u>287.76</u>
Grand Totals:						<u><u>419,564.13</u></u>

Northwest Lakewood Sanitation District
November-21

	General	Enterprise	Totals
Disbursements	\$ 391,367.72	\$ 28,196.41	\$ 419,564.13
Payroll			\$ -
			\$ -
Payroll Taxes (Quarterly)	\$ -		\$ -
Direct Pay -- Consolidated Mutual Water	\$ -		\$ -
Total Disbursements from Checking Account	\$ 391,367.72	\$ 28,196.41	\$ 419,564.13

NORTHWEST LAKEWOOD SANITATION DISTRICT
Schedule of Cash Position
October 31, 2021

	Rate	Operating	Enterprise	Total
Checking:				
Checking Acct 1st Bank		\$ 1,696.91	\$ 31,232.40	\$ 32,929.31
Investments:				
Cash in Bank-ColoTrust	0.0262%	1,201,610.37	3,842,693.04	5,044,303.41
1st Bank Liquid Asset Account	0.0500%	6.00	3,440,715.71	3,440,721.71
Xpress Bill Pay		-	228,170.80	228,170.80
TOTAL FUNDS:		\$ 1,203,313.28	\$ 7,542,811.95	\$ 8,746,125.23

2021 Mill Levy Information

Certified General Fund Mill Levy	7.696
Refunds/Abatements	0.015
Temporary Mill Levy Reduction	-1.664
Total Certified Mill Levy	6.047

Board of Directors

- * Anthony Dursey
- * Gregory Fabisiak
- * James Zimmerman
- * Catherine Kesler
- George Clark Davenport

* Authorized signer on the Checking Account

NORTHWEST LAKEWOOD SANITATION DISTRICT

FINANCIAL STATEMENTS

October 31, 2021

NORTHWEST LAKEWOOD SANITATION DISTRICT
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 October 31, 2021

	GENERAL	ENTERPRISE	TOTAL
Assets			
Checking Acct 1st Bank	\$ 1,696.91	\$ 31,232.40	\$ 32,929.31
1st Bank of Colorado-Lock Box		-	-
1st Bank Liquid Asset Account	6.00	3,440,715.71	3,440,721.71
Xpress Bill Pay	-	228,170.80	228,170.80
Cash in Bank-ColoTrust	1,201,610.37	3,842,693.04	5,044,303.41
Property Taxes Receivable	11,298.35	-	11,298.35
Accounts Rec-Fac Renovtion Fee	-	362,525.99	362,525.99
A/R Fee Cert to Cty Treasurer	-	23,673.00	23,673.00
Account Rec-Grease Trap Insp	-	(150.00)	(150.00)
Prepaid Expenditures	6,745.34	-	6,745.34
Total Current Assets	<u>1,221,356.97</u>	<u>7,928,860.94</u>	<u>9,150,217.91</u>
Capital Assets			
Land	-	7,584.33	7,584.33
Sewer Lines	-	15,894,447.05	15,894,447.05
Accumulated Depreciation	-	(5,036,441.57)	(5,036,441.57)
Construction in Progress	-	51,637.67	51,637.67
Total Capital Assets	<u>-</u>	<u>10,917,227.48</u>	<u>10,917,227.48</u>
Total Assets	<u>\$ 1,221,356.97</u>	<u>\$ 18,846,088.42</u>	<u>\$ 20,067,445.39</u>
Liabilities			
Accounts Payable	\$ 391,367.72	\$ 28,196.41	\$ 419,564.13
Payroll Liabilities	856.80	-	856.80
Expense Reimbursement Deposit	1,394.96	-	1,394.96
Retainage	-	6,694.84	6,694.84
Total Liabilities	<u>393,619.48</u>	<u>34,891.25</u>	<u>428,510.73</u>
Deferred Inflows of Resources			
Deferred Property Taxes	11,298.35	-	11,298.35
Total Deferred Inflows of Resources	<u>11,298.35</u>	<u>-</u>	<u>11,298.35</u>
Fund Balance			
Contributed Capital-Sewer Line	-	6,250,713.25	6,250,713.25
Contributed Capital-Inclusions		1,752,454.13	1,752,454.13
Fund Balance	869,740.08	8,812,735.83	9,682,475.91
Fund Balance-Restricted	42,100.00	-	42,100.00
Current Year Earnings	(95,400.94)	1,995,293.96	1,899,893.02
Total Fund Balances	<u>816,439.14</u>	<u>18,811,197.17</u>	<u>19,627,636.31</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 1,221,356.97</u>	<u>\$ 18,846,088.42</u>	<u>\$ 20,067,445.39</u>

NORTHWEST LAKEWOOD SANITATION DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 10 Months Ending,
October 31, 2021
General Fund

<u>Account Description</u>	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Under/(Over)</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>
Revenues					
Property Tax	\$ 1,991.90	\$ 1,482,240.32	\$ 1,491,546.00	\$ 9,305.68	99.4%
Specific Ownership Tax	10,829.90	87,376.71	88,000.00	623.29	99.3%
Interest & Misc. Income	1,975.88	11,706.42	24,000.00	12,293.58	48.8%
Permit Revenue	-	-	-	-	0.0%
Total Revenues	<u>14,797.68</u>	<u>1,581,323.45</u>	<u>1,603,546.00</u>	<u>22,222.55</u>	<u>98.6%</u>
Expenditures					
Accounting	1,904.00	24,360.00	27,000.00	2,640.00	90.2%
Administration	10,990.00	51,450.00	38,000.00	(13,450.00)	135.4%
Audit	-	5,742.00	6,500.00	758.00	88.3%
Billing	2,879.50	28,870.50	32,000.00	3,129.50	90.2%
Bank Charges	42.20	58.00	120.00	62.00	48.3%
Director's Fees	-	5,600.00	6,000.00	400.00	93.3%
Dues & Subscriptions	-	1,237.50	1,250.00	12.50	99.0%
Insurance and Bonds	3,020.17	30,201.66	40,546.00	10,344.34	74.5%
Legal	8,809.00	38,940.00	50,000.00	11,060.00	77.9%
Website	243.88	1,143.88	2,000.00	856.12	57.2%
Miscellaneous Expenses	(75.00)	157.92	1,000.00	842.08	15.8%
Office Supplies	546.09	3,194.29	4,500.00	1,305.71	71.0%
Payroll Taxes-Directors	-	428.40	459.00	30.60	93.3%
Treasurer's Fees	27.09	22,379.24	22,373.00	(6.24)	100.0%
Treatment Charges	365,740.25	1,462,961.00	1,462,961.00	-	100.0%
Engineering	-	-	60,000.00	60,000.00	0.0%
Utilities	-	-	4,000.00	4,000.00	0.0%
Contingency	-	-	150,000.00	150,000.00	0.0%
Emergency Reserve	-	-	48,106.00	48,106.00	0.0%
Total Expenditures	<u>394,127.18</u>	<u>1,676,724.39</u>	<u>1,956,815.00</u>	<u>280,090.61</u>	<u>85.7%</u>
Transfers and Other Sources (Uses)					
Transfer to Enterprise Fund	-	-	-	-	
Total Transfers and Other Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Change in Fund Balance	(379,329.50)	(95,400.94)	(353,269.00)	(257,868.06)	
Beginning Fund Balance	1,195,768.64	911,840.08	870,415.00	(41,425.08)	
Ending Fund Balance	<u>\$ 816,439.14</u>	<u>\$ 816,439.14</u>	<u>\$ 517,146.00</u>	<u>\$ (299,293.14)</u>	

NORTHWEST LAKEWOOD SANITATION DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 10 Months Ending,
October 31, 2021
Enterprise Fund

<u>Account Description</u>	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Under/(Over) Budget</u>	<u>% of Budget</u>
Revenues					
Service Agreement-Westridge	\$ -	\$ 2,274.57	\$ 2,350.00	\$ 75.43	96.8%
Service Agreement-Applewood	-	-	8,000.00	8,000.00	0.0%
Treatment Chgs-College Park	-	129,472.02	258,944.00	129,471.98	50.0%
Facilities Renovation Fees	3,048.55	2,235,172.95	2,212,000.00	(23,172.95)	101.0%
Service Fees-Commercial	-	-	75,000.00	75,000.00	0.0%
Tap Fees	9,100.00	165,920.00	27,300.00	(138,620.00)	607.8%
Grease Trap Inspection	(1,975.00)	3,725.00	12,000.00	8,275.00	31.0%
Interest Income	81.03	2,234.85	30,000.00	27,765.15	7.4%
Transfer Service Fee	120.00	3,949.00	12,000.00	8,051.00	32.9%
Inspection Fees	300.00	4,200.00	-	(4,200.00)	0.0%
Permit Fees	-	350.00	-	(350.00)	0.0%
Denver Water Service Agreement	-	-	4,000.00	4,000.00	0.0%
Transfer from General Fund	-	-	-	-	0.0%
Total Revenues	10,674.58	2,547,298.39	2,641,594.00	94,295.61	96.4%
Expenditures					
Administrative					
Billing	2,145.20	20,213.74	23,000.00	2,786.26	87.9%
Legal	760.00	760.00	-	(760.00)	0.0%
Miscellaneous Expenses	-	-	500.00	500.00	0.0%
Treasurer's Fees	-	-	450.00	450.00	0.0%
Total Administrative	2,905.20	20,973.74	23,950.00	2,976.26	87.6%
Operations and Maintenance					
NWLSD Treatment Chg-College Pk	-	-	258,944.00	258,944.00	0.0%
NWLSD Treatment Chgs-Westridge	-	-	2,350.00	2,350.00	0.0%
NWLSD Treatment Chgs-Applewood	-	-	8,000.00	8,000.00	0.0%
Treatment Charges-Westridge	-	10,165.32	16,500.00	6,334.68	61.6%
Treatment Charges-Applewood	-	-	1,200.00	1,200.00	0.0%
Tap Fees-Metro's Portion	-	82,884.79	13,650.00	(69,234.79)	607.2%
Repairs & Maintenance-Lines	497.76	5,877.28	10,000.00	4,122.72	58.8%
COS-Grease Trap	-	-	9,500.00	9,500.00	0.0%
COS-Locates	6,267.75	52,498.28	50,000.00	(2,498.28)	105.0%
COS-Collection System Oversight	6,067.84	81,180.17	75,000.00	(6,180.17)	108.2%
COS-Daily Operations	-	-	16,000.00	-	0.0%
COS-Emergency Service	383.55	4,198.00	17,500.00	13,302.00	24.0%
COS-Maintenance	-	122,943.72	175,000.00	52,056.28	70.3%
Utilities	45.40	227.00	-	(227.00)	0.0%
Total Operations and Maintenance	13,262.30	359,974.56	653,644.00	293,669.44	55.1%
Capital Outlay					
Sewer Lines/Eng./Observ.	7,235.04	42,745.31	400,000.00	357,254.69	10.7%
2020 CIP	-	17,447.50	-	(17,447.50)	0.0%
2021 CIP	3,882.50	110,863.32	2,100,000.00	1,989,136.68	5.3%
Total Capital	11,117.54	171,056.13	2,500,000.00	2,328,943.87	6.8%
Total Expenditures	27,285.04	552,004.43	3,177,594.00	2,625,589.57	17.4%
Excess (Deficiency) of Revenues Over Expenditures	(16,610.46)	1,995,293.96	(536,000.00)	(2,531,293.96)	
Beginning Fund Balance	10,825,448.80	8,813,544.38	6,070,313.00	(2,743,231.38)	
Ending Fund Balance	\$ 10,808,838.34	\$ 10,808,838.34	\$ 5,534,313.00	\$ (5,274,525.34)	



SCHILLING & COMPANY, INC.

Certified Public Accountants

P.O. Box 631579
HIGHLANDS RANCH, CO 80163

PHONE: 720.348.1086
FAX: 720.348.2920

November 19, 2021

Northwest Lakewood Sanitation District
c/o Special District Management Services, Inc.
141 S. Union Blvd., Suite 150
Lakewood, CO 80228

Board of Directors:

We are pleased to confirm our understanding of the services we are to provide Northwest Lakewood Sanitation District (District) for the year ended December 31, 2021.

Audit Scope and Objectives

We will audit the basic financial statements including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI, if presented, in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The RSI, as listed in the table of contents of the basic financial statements, is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

We have also been engaged to report on supplementary information, if presented, other than RSI that accompanies the District's financial statements. We will subject the supplementary information, as listed in the table of contents of the basic financial statements, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

In connection with our audit of the basic financial statements, we will read the other information, if presented, as listed in the table of contents of the basic financial statements, and consider

whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation of the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise a substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, customers, creditors,

and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions.—The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Schilling & Company, Inc., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Schilling & Company, Inc. is not involved, you agree to clearly indicate in the exempt offering document that Schilling & Company, Inc. is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles, if presented. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information

contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant those emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Schilling & Company, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators and their designees. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Schilling & Company, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators or its designee. The regulators or their designees may intend or decide to distribute the copies or information contained therein to others, including other agencies.

Dawn Schilling is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$5,700, unless matters arise as discussed below. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Any calculations performed in connection with the District's TABOR compliance will be billed at our standard hourly rate of \$185.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements which may also address other information in accordance with AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express our opinions or withdraw from this engagement.

In accordance with C.R.S. § 8-17.5-101, *et seq.*, the Company hereby certifies to the District that:

The Company hereby states to the District that the Company does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101 C.R.S.) in order to confirm the employment eligibility of all employees of the Company who are newly hired to perform work under the Agreement.

In accordance with §8-17.5-102 C.R.S., the Company shall not:

- (a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
- (b) Enter into a contract with a subcontractor that fails to certify to the Company that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

The Company represents and warrants it has confirmed the employment eligibility of all of its employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

The Company is prohibited from using the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

If the Company obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Company shall:

- (a) Notify the subcontractor and the District within three days that the Company has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (b) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Company shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Company shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

If the Company violates any provision of § 8-17.5-102, C.R.S., the District may terminate the Agreement immediately and the Company shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Company to the Colorado Secretary of State, as required by law.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

SCHILLING & COMPANY, INC.

Schilling & Company, Inc.

RESPONSE:

This letter correctly sets forth the understanding of Northwest Lakewood Sanitation District.

Board Member Signature: _____

Title: _____

Date: _____

CERTIFICATION OF VALUATION BY JEFFERSON COUNTY ASSESSOR

New Tax Entity YES NO

Date: August 24, 2021

NAME OF TAX ENTITY: N W LAKEWOOD SAN DIST

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	247,399,299
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	273,773,594
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	1,247,545
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	272,526,049
5. NEW CONSTRUCTION: *	5.	\$	566,183
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	6,476

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution

* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	2,857,872,837
ADDITIONS TO TAXABLE REAL PROPERTY			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	7,918,666
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9. DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10.	\$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	2,900,258,700
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NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

Mill levy certifications will only be accepted via e-mail: MillLevyCertify@jeffco.us.

TO ALL TAXING JURISDICTIONS:

Pursuant to section 39-5-128, you are hereby notified that, as the clerk of a municipality or secretary of a special district, you must officially certify your agency's mill levy with Jefferson County. To ensure your agency meets the statutory deadline of December 15th, **your agency's certification must be submitted via email to MillLevyCertify@jeffco.us on or before Friday, December 10, 2021.**

Please remember that prior to submitting your agency's mill levy for certification, you are required by statute to formally adopt your annual budget. The necessary forms, along with instructions as to completion, are provided by the Colorado Division of Local Government (DOLA) and can be found on their website (www.dola.state.co.us). Using these forms will expedite the process to ensure that your agency's mill levy is certified in time for the billing of 2020 property taxes by the Jefferson County Treasurer's office. **As an added safeguard to ensure accurate mill levies are certified, resolution(s) authorizing mill levy amounts must be included with your submission.**

Each taxing authority is responsible for ensuring that the mill levy submitted for certification complies with all applicable state statutes. You are encouraged to utilize the resources made available by DOLA to gain a thorough understanding of the statutes that apply to your agency.

The statutory "5.5% Property Tax Revenue Limit," also known as the "Annual Levy Law" (Section 29-1-301, et seq., C.R.S.), applies to most statutory local governments that levy property taxes, and it restricts the amount of property tax revenue that may be collected each year. This does not apply to home-rule entities unless their charters specify this limit. The local government's limit is calculated by using the information on the Certification of Valuation (CV) sent by the County Assessor each year.

Your agency may also be subject to the provisions specified under Article X, Section 20 of the Colorado State Constitution (Taxpayer's Bill of Rights Amendment). Each agency will be mailed a worksheet prepared by DOLA that shows their calculation for the agency's "5.5% limit." For other worksheets and additional guidance, please refer to DOLA's website or contact their staff at any time for assistance.

The county is required by law to certify the mill levies for all taxing authorities located within its boundaries. We ask for your help in ensuring that your mill levy information is both accurate and timely so that we can efficiently begin compiling the mill levy information.

If your district will not levy property taxes, we ask that you notify the county in writing of this intent. Failure to submit the required information by the established statutory deadline may result in a delay in the billing of your entity's property taxes.

Please contact the Jefferson County Assessor, Data Control Department at 303-271-8628 for valuation or district information questions.

Please submit your mill levy certification and resolution no later than December 10 via e-mail to MillLevyCertify@jeffco.us. To ensure reliable and timely delivery and processing of certifications, **submissions will not be accepted in-person or via postal delivery.**

We appreciate your assistance with this process. If you have any questions, please contact the Jefferson County Strategy, Planning & Analysis Division at 303-271-8520.



JEFFERSON
COUNTY COLORADO
Assessor

SCOT KERSGAARD

Assessor

August 24, 2021

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

AUG 27 2021

N W LAKEWOOD SAN DIST
JAMES STEVEN BECK
141 UNION BLVD 150
LAKEWOOD CO 80228

Code # 4720

CERTIFICATION OF VALUATION

The Jefferson County Assessor reports a taxable assessed valuation for your taxing entity for 2021 of:

. \$273,773,594

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

SCOT KERSGAARD
Jefferson County Assessor

enc

**IN ACCORDANCE WITH 39-5-128(1.5), C.R.S.
HOUSE BILL 21-1312 INFORMATION**

N W LAKEWOOD SAN DIST

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$ 467,837

**The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

House Bill 21-1312 passed in June 2021 increased the business and state assessed personal property threshold exemption from \$7,901 to \$50,000 for the 2021 and 2022 tax years. The tax revenue lost due to this exemption will be reimbursed to the tax entity by the County Treasurer in accordance with 39-5-128(1.5), C.R.S.,

The Assessor is required to provide the Assessed Value of Exempt Business Personal and State Assessed Properties in the Certification of Valuation by Authority Letter. Due to time constraints the DLG 57 form revisions with our Software Vendor was not completed in time for August Certification of Valuation.

NORTHWEST LAKEWOOD SANITATION DISTRICT
Assessed Value, Property Tax and Mill Levy Information

	2020 Actual	2021 Adopted budget	2022 Preliminary Budget
Assessed Valuation	\$ 246,812,983	\$ 246,658,967	\$ 272,526,049
Mill Levy			
General Fund	7.696	7.696	7.696
Debt Service Fund	-	-	-
Temporary Mill Levy Reduction	(1.813)	(1.664)	(1.664)
2017 Refund	-	-	-
2016 Refund	-	-	-
Refunds and Abatements	0.104	0.015	0.023
Total Mill Levy	<u>5.987</u>	<u>6.047</u>	<u>6.055</u>
Property Taxes			
General Fund	\$ 1,899,473	\$ 1,898,287	\$ 2,097,360
Debt Service Fund	-	-	-
Temporary Mill Levy Reduction	(447,472)	(410,441)	(453,483)
2016 Refund	-	-	-
Refunds and Abatements	25,669	3,700	6,268
Actual/Budgeted Property Taxes	<u>\$ 1,477,670</u>	<u>\$ 1,491,546</u>	<u>\$ 1,650,145</u>

NORTHWEST LAKEWOOD SANITATION DISTRICT

**GENERAL FUND
2022 Preliminary Budget
with 2020 Actual, 2021 Budget, and 2021 Estimated**

	2020 YTD Actual	01/21-10/21 YTD Actual	2021 Adopted Budget	2021 Estimated	2022 Preliminary Budget
1-501 BEGINNING FUND BALANCE	\$ 673,581	895,026	870,415	895,026	\$ 817,482
REVENUE					
1-510 Property Tax	1,498,472	1,482,240	1,491,546	1,491,547	1,650,145
1-515 Specific Ownership Tax	110,651	87,377	88,000	114,000	108,000
1-575 Interest & Misc. Income	16,107	11,706	24,000	13,000	12,000
1577 Permit Revenue	100	-	-	-	-
Total Revenue	1,625,331	1,581,323	1,603,546	1,618,547	1,770,145
Total Funds Available	2,298,912	2,476,350	2,473,961	2,513,573	2,587,627
EXPENDITURES					
Administration					
1-612 Accounting	29,220	24,360	27,000	30,000	30,000
1-614 Administration	49,428	51,450	38,000	55,000	48,000
1-615 Audit	6,823	5,742	6,500	5,742	6,500
1-616 Billing	34,366	28,871	32,000	32,000	32,000
1-618 Bank Charges	20	58	120	70	120
1-620 Director's Fees	2,400	5,600	6,000	5,600	6,000
1-630 Dues & Subscriptions	1,238	1,238	1,250	1,238	1,250
1-635 Election and Publication	1,284	-	-	-	25,000
1-670 Insurance and Bonds	37,840	30,202	40,546	30,202	45,000
1-675 Legal	42,537	38,940	50,000	45,000	48,000
1-677 Website	1,624	1,144	2,000	1,400	2,000
1-685 Miscellaneous Expenses	628	158	1,000	250	1,000
1-690 Office Supplies	4,887	3,194	4,500	3,500	5,000
1-693 Payroll Taxes-Directors	184	428	459	428	459
1-700 Treasurer's Fees	22,369	22,379	22,373	22,700	24,752
Total Administrative	234,847	213,763	231,748	233,130	275,081

NORTHWEST LAKEWOOD SANITATION DISTRICT

**GENERAL FUND
2022 Preliminary Budget
with 2020 Actual, 2021 Budget, and 2021 Estimated**

	2020 YTD Actual	01/21-10/21 YTD Actual	2021 Adopted Budget	2021 Estimated	2022 Preliminary Budget
Operations and Maintenance					
1-720 Treatment Charges	1,169,039	1,462,961	1,462,961	1,462,961	1,183,233
1-745 Engineering	-	-	60,000	-	60,000
1-765 Utilities	-	-	4,000	-	4,000
1-795 Contingency	-	-	150,000	-	150,000
Total Operations and Maintenance	1,169,039	1,462,961	1,676,961	1,462,961	1,397,233
Total Expenditures	1,403,886	1,676,724	1,908,709	1,696,091	1,672,314
Transfers and Other Uses					
1-895 Emergency Reserve	-	-	48,106	-	53,104
1-897 Transfer to Enterprise Fund	-	-	-	-	-
Total Transfers and Other (Uses)	-	-	48,106	-	53,104
Total Expenditures Requiring Appropriation	1,403,886	1,676,724	1,956,815	1,696,091	1,725,419
ENDING FUND BALANCE	\$ 895,026	\$ 799,625	517,146	\$ 817,482	\$ 862,209

NOTES TO GENERAL FUND

NORTHWEST LAKEWOOD SANITATION DISTRICT

**ENTERPRISE FUND
2022 Preliminary Budget
with 2020 Actual, 2021 Adopted Budget, and 2021 Estimated**

	2020 Actual	01/21-10/21 YTD Actual	2021 Adopted Budget	2021 Estimated	2022 Preliminary Budget
4-501 BEGINNING FUND BALANCE	\$ 7,283,505	\$ 8,813,544	\$ 6,070,313	\$ 8,813,544	\$ 8,988,363
REVENUE					
4-520 Service Agreement-Westridge	2,208	2,275	2,350	2,275	2,350
4-525 Service Agreement-Applewood	16,822	-	8,000	8,000	8,000
4-535 Treatment Chgs-College Park	251,422	129,472	258,944	258,944	209,432
4-536 Maintenance-College Park	-	-	-	-	-
4-539 Facilities Renovation Fees	2,225,114	2,235,173	2,212,000	2,240,000	2,250,000
4-540 Service Fees-Commercial	42,064	-	75,000	-	-
4-545 Connection Fee	-	-	-	-	-
4-550 Inclusion Fees	-	-	-	-	-
4-555 Tap Fees	26,040	165,920	27,300	175,020	38,000
4-557 Grease Trap Inspection	6,365	3,725	12,000	7,500	12,000
4-560 Interest Income	31,235	2,235	30,000	2,500	4,000
4-568 Sale of Assets	-	-	-	-	-
4-570 Transfer Service Fee	5,536	3,949	12,000	4,800	6,000
4-575 Miscellaneous Income	-	-	-	-	-
4-576 Legal Settlements	-	-	-	-	-
4-577 Insurance Reimbursements	-	-	-	-	-
4-580 Payment for Services	-	-	-	-	-
4-590 Denver Water Service Agreement	-	-	4,000	37,119	37,000
4-596 Inspection Fees	-	4,200	-	5,400	6,000
4-598 Permit Fees	-	350	-	400	400
4-597 Transfer from General Fund	-	-	-	-	-
Total Revenue	2,606,805	2,547,298	2,641,594	2,741,958	2,573,182
Total Funds Available	9,890,310	11,360,842	8,711,907	11,555,502	11,561,545
EXPENDITURES					
Administrative					
4-616 Billing	28,601	20,214	23,000	24,000	24,000
4-675 Legal	710	760	-	760	750
4-685 Miscellaneous Expenses	409	-	500	-	500
4-700 Treasurer's Fees	-	-	450	355	450
Total Administrative	29,721	20,974	23,950	25,115	25,700
Operations and Maintenance					
4-721 NWLSD Treatment Chg-College Pk	251,422	-	258,944	-	-
4-722 NWLSD Treatment Chgs-Westridge	-	-	2,350	-	-
4-723 NWLSD Treatment Chgs-Applewood	-	-	8,000	-	-
4-725 Treatment Charges-Westridge	11,589	10,165	16,500	10,165	16,500
4-726 Treatment Charges-Applewood	2,336	-	1,200	-	-
4-730 Tap Fees-Metro's Portion	13,020	82,885	13,650	91,985	18,500
4-735 Landscaping-Plant Site	-	-	-	-	-
4-736 Depreciation	349,232	-	-	400,000	-
4-740 Repairs & Maintenance-Lines	8,341	5,877	10,000	7,500	10,000
4-741 COS-Grease Trap	-	-	9,500	-	9,500
4-742 COS-Locates	72,846	52,498	50,000	60,000	60,000
4-746 COS-Collection System Oversigh	99,493	81,180	75,000	95,000	95,000
4-747 COS-Daily Operations	-	-	16,000	-	16,000

NORTHWEST LAKEWOOD SANITATION DISTRICT

ENTERPRISE FUND

2022 Preliminary Budget

with 2020 Actual, 2021 Adopted Budget, and 2021 Estimated

	2020 Actual	01/21-10/21 YTD Actual	2021 Adopted Budget	2021 Estimated	2022 Preliminary Budget
4-748 COS-Emergency Service	6,074	4,198	17,500	5,000	12,000
4-749 COS-Maintenance	129,974	122,944	175,000	165,000	175,000
4-750 COS-Mineral Removal	-	-	-	-	-
4-765 Utilities	282	227	-	250	250
4-770 Telephone	-	-	-	-	-
4-774 Backup Clean & Sanitize	-	-	-	-	-
4-778 Sump Pump Inspections	-	-	-	-	-
Total Operations and Maintenance	944,608	359,975	653,644	834,900	412,750
Capital Outlay					
4-810 Sewer Lines/Eng./Observ.	42,092	42,745	400,000	48,000	400,000
4-831 Weaver Bridge Project	35,650	-	-	-	-
4-832 W32nd & Parfet Emergency Rep	24,696	-	-	-	-
4-826 Northwest Interceptor	-	-	-	-	-
4-830 2018 CIP	-	-	-	-	-
4-880 2019 CIP	-	-	-	-	-
4-882 2020 CIP	-	17,448	-	-	-
4-883 2021 CIP	-	110,863	2,100,000	1,659,124	-
2022 CIP	-	-	-	-	2,100,000
Total Capital Outlay	102,438	171,056	2,500,000	1,707,124	2,500,000
Total Expenditures Requiring Appropriation	1,076,766	552,004	3,177,594	2,567,139	2,938,450
ENDING FUND BALANCE	\$ 8,813,544	\$ 10,808,838	\$ 5,534,313	\$ 8,988,363	\$ 8,623,095



JEFFERSON
COUNTY COLORADO
Assessor

SCOT KERSGAARD

Assessor

August 24, 2021

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

N W LAKEWOOD SAN DIST
JAMES STEVEN BECK
141 UNION BLVD 150
LAKEWOOD CO 80228

AUG 27 2021

Code # 4720

CERTIFICATION OF VALUATION

The Jefferson County Assessor reports a taxable assessed valuation for your taxing entity for 2021 of:

. \$273,773,594

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

SCOT KERSGAARD
Jefferson County Assessor

enc

**IN ACCORDANCE WITH 39-5-128(1.5), C.R.S.
HOUSE BILL 21-1312 INFORMATION**

N W LAKEWOOD SAN DIST

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$ 467,837

**The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

House Bill 21-1312 passed in June 2021 increased the business and state assessed personal property threshold exemption from \$7,901 to \$50,000 for the 2021 and 2022 tax years. The tax revenue lost due to this exemption will be reimbursed to the tax entity by the County Treasurer in accordance with 39-5-128(1.5), C.R.S.,

The Assessor is required to provide the Assessed Value of Exempt Business Personal and State Assessed Properties in the Certification of Valuation by Authority Letter. Due to time constraints the DLG 57 form revisions with our Software Vendor was not completed in time for August Certification of Valuation.

CERTIFICATION OF VALUATION BY JEFFERSON COUNTY ASSESSOR

New Tax Entity YES NO

Date: August 24, 2021

NAME OF TAX ENTITY: N W LAKEWOOD SAN DIST

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	247,399,299
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	273,773,594
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	1,247,545
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	272,526,049
5. NEW CONSTRUCTION: *	5.	\$	566,183
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	6,476

- ‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution
- * New construction is defined as: Taxable real property structures and the personal property connected with the structure.
- ≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.
- Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	2,857,872,837
ADDITIONS TO TAXABLE REAL PROPERTY			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	7,918,666
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0
DELETIONS FROM TAXABLE REAL PROPERTY			
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9. DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10.	\$	0

- ¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.
- * Construction is defined as newly constructed taxable real property structures.
- § Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	2,900,258,700
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NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

JEFFERSON COUNTY COLORADO

Mill levy certifications will only be accepted via e-mail: MillLevyCertify@jeffco.us.

TO ALL TAXING JURISDICTIONS:

Pursuant to section 39-5-128, you are hereby notified that, as the clerk of a municipality or secretary of a special district, you must officially certify your agency's mill levy with Jefferson County. To ensure your agency meets the statutory deadline of December 15th, **your agency's certification must be submitted via email to MillLevyCertify@jeffco.us on or before Friday, December 10, 2021.**

Please remember that prior to submitting your agency's mill levy for certification, you are required by statute to formally adopt your annual budget. The necessary forms, along with instructions as to completion, are provided by the Colorado Division of Local Government (DOLA) and can be found on their website (www.dola.state.co.us). Using these forms will expedite the process to ensure that your agency's mill levy is certified in time for the billing of 2020 property taxes by the Jefferson County Treasurer's office. **As an added safeguard to ensure accurate mill levies are certified, resolution(s) authorizing mill levy amounts must be included with your submission.**

Each taxing authority is responsible for ensuring that the mill levy submitted for certification complies with all applicable state statutes. You are encouraged to utilize the resources made available by DOLA to gain a thorough understanding of the statutes that apply to your agency.

The statutory "5.5% Property Tax Revenue Limit," also known as the "Annual Levy Law" (Section 29-1-301, et seq., C.R.S.), applies to most statutory local governments that levy property taxes, and it restricts the amount of property tax revenue that may be collected each year. This does not apply to home-rule entities unless their charters specify this limit. The local government's limit is calculated by using the information on the Certification of Valuation (CV) sent by the County Assessor each year.

Your agency may also be subject to the provisions specified under Article X, Section 20 of the Colorado State Constitution (Taxpayer's Bill of Rights Amendment). Each agency will be mailed a worksheet prepared by DOLA that shows their calculation for the agency's "5.5% limit." For other worksheets and additional guidance, please refer to DOLA's website or contact their staff at any time for assistance.

The county is required by law to certify the mill levies for all taxing authorities located within its boundaries. We ask for your help in ensuring that your mill levy information is both accurate and timely so that we can efficiently begin compiling the mill levy information.

If your district will not levy property taxes, we ask that you notify the county in writing of this intent. Failure to submit the required information by the established statutory deadline may result in a delay in the billing of your entity's property taxes.

Please contact the Jefferson County Assessor, Data Control Department at 303-271-8628 for valuation or district information questions.

Please submit your mill levy certification and resolution no later than December 10 via e-mail to MillLevyCertify@jeffco.us. To ensure reliable and timely delivery and processing of certifications, **submissions will not be accepted in-person or via postal delivery.**

We appreciate your assistance with this process. If you have any questions, please contact the Jefferson County Strategy, Planning & Analysis Division at 303-271-8520.

RESOLUTION NO. 2021-11-01

**NORTHWEST LAKEWOOD SANITATION DISTRICT
JEFFERSON COUNTY, COLORADO**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTHWEST
LAKEWOOD SANITATION DISTRICT TO ADOPT THE 2022 BUDGET AND
APPROPRIATE SUMS OF MONEY**

WHEREAS, the Board of Directors of the Northwest Lakewood Sanitation District (“District”) has appointed the District Accountant to prepare and submit a proposed 2022 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2021, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 24, 2021, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“TABOR”) and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law; and

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Northwest Lakewood Sanitation District:

Section 1. That the estimated expenditures for each fund for the calendar year beginning on the first day of January 2022, and ending on the last day of December 2022 are as follows:

General Fund	\$ 1,725,419
Enterprise Fund	<u>\$ 2,938,450</u>
Total Expenditures and Transfers	\$ 4,663,869

Section 2. That the estimated revenues for the District’s Funds for the calendar year beginning on the first day of January 2022 and ending on the last day of December 2022 are as follows:

General Fund	
From 2021 year-end fund balance	\$ 817,482
From sources other than general property tax	\$ 120,000
From the general property tax revenue	<u>\$ 1,650,145</u>
Total General Fund	\$ 2,587,627

Enterprise Fund	
From 2021 year-end fund balance	\$ 8,988,363
From sources other than general property tax	<u>\$ 2,573,182</u>
Total Enterprise Fund	\$11,561,545

Total Revenue and Transfers – General and Enterprise Funds	\$14,149,172
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Section 3. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Northwest Lakewood Sanitation District for the 2022 fiscal year.

Section 4. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

Section 5. That the following sums are hereby appropriated from the General Fund and Enterprise Fund revenue for the purposes stated in the budget:

General Fund	\$ 1,725,419
Enterprise Fund	<u>\$ 2,938,450</u>
Total Appropriation	\$ 4,663,869

ADOPTED this 24th day of November, 2021.

NORTHWEST LAKEWOOD SANITATION
DISTRICT

By: _____
Anthony M. Dursey, Chairman

Attest:

James D. Zimmerman, Secretary

CERTIFICATION OF BUDGET

TO: Division of Local Government
Department of Local Affairs
1313 Sherman Street, Room 520
Denver, Colorado 80203

I, James D. Zimmerman, hereby certify that I am the duly appointed Secretary of the Northwest Lakewood Sanitation District, and that the attached is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of the Northwest Lakewood Sanitation District held on November 24, 2021.

By: _____
James D. Zimmerman, Secretary

RESOLUTION NO. 2021-11-02

**NORTHWEST LAKEWOOD SANITATION DISTRICT
JEFFERSON COUNTY, COLORADO**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTHWEST
LAKEWOOD SANITATION DISTRICT TO SET MILL LEVIES**

WHEREAS, the Board of Directors of the Northwest Lakewood Sanitation District (“District”) has adopted the 2022 annual budget in accordance with the Local Government Budget Law on November 24, 2021; and

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenues is \$1,650,145; and

WHEREAS, the 2021 valuation for assessment for the Northwest Lakewood Sanitation District as certified by the County Assessor of Jefferson County is \$272,526,049; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Northwest Lakewood Sanitation District:

Section 1. That for the purpose of meeting all general fund expenses of the District during the 2022 Budget year, there is hereby levied a tax of 6.055 mills (7.696, less a temporary mill levy reduction of 1.664 mills and including 0.023 mills for refunds and abatements) upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$1,650,145 in revenue.

Section 2. That the District has no outstanding general obligation bonds and, accordingly shall not certify a mill levy for the purpose of meeting debt service requirements during the 2022 budget year.

Section 3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of the Jefferson County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as Exhibit A and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 24th day of November, 2021.

NORTHWEST LAKEWOOD SANITATION
DISTRICT

By: _____
Anthony M. Dursey, Chairman

Attest:

James D. Zimmerman, Secretary

EXHIBIT A
CERTIFICATION OF TAX LEVIES

SEWER SERVICE AGREEMENT

THIS SEWER SERVICE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, to be effective January 1, 2022, by and between the **NORTHWEST LAKEWOOD SANITATION DISTRICT**, (Northwest”), and the **APPLEWOOD SANITATION DISTRICT** (“Applewood”), both being quasi-municipal corporations and political subdivisions of the State of Colorado, and having territorial boundaries located within the County of Jefferson (hereinafter sometimes separately referred to as “District” and sometimes collectively referred to as “Districts”).

RECITALS

WHEREAS, each District owns, operates and maintains a wastewater collection and transmission system that consists of certain sanitary sewer mains that extend into territory located within the boundaries of the other District;

WHEREAS, pursuant to an Agreement dated March 12, 1969, as amended by a Restated and Amended Sewer Service Agreement dated September 10, 2003, and a Second Restated and Amended Sewer Service Agreement dated April 27, 2016 (hereinafter sometimes referred to as the “Restated Agreement”), each District provides sanitary sewer service to various properties located adjacent to one or more of its sanitary sewer mains that are located within the boundaries of the other District;

WHEREAS, both Districts are Metro Water Recovery (“Metro”) members, and each District has a contract with Metro for the transportation and treatment of the wastewater collected by the District’s sanitary sewer collection system; and

WHEREAS, Applewood currently has thirty-six (36) single family residential sanitary sewer connections (“Applewood Taps”) located within Applewood that discharge directly into a Northwest sanitary sewer main; and

WHEREAS, Northwest currently has five (5) single family residential sanitary sewer connections (“Northwest Taps”) located within Northwest that discharge wastewater directly into an Applewood sanitary sewer main; and

WHEREAS, the Restated Agreement, provides that annually Northwest will pay Applewood an amount designed to reimburse Applewood for the cost of treating the wastewater generated by the Northwest Taps; and

WHEREAS, the Restated Agreement further provides that annually Applewood will pay Northwest an amount designed to reimburse Northwest for the cost of treating the wastewater generated by the Applewood Taps; and

WHEREAS, Northwest currently recovers a portion of the cost of providing sewer service through a \$400.00 annual fee (“Northwest Fee”) that it assesses with respect to each single family residential equivalent tap that connects to its sewer collection system, which fee is payable quarterly in the amount of \$100.00; and

WHEREAS, Applewood currently recovers a portion of the cost of providing sewer service through a \$360.00 annual fee (“Applewood Fee”) that it assesses with respect to each single family residential equivalent tap that connects to its sewer collection system, which fee is payable quarterly at the rate of \$90.00 per quarter; and

WHEREAS, the Parties desire to enter into a new agreement that supersedes and replaces the Restated Agreement and provides a simpler fee-based mechanism to allow Northwest to recover from Applewood the cost Northwest incurs in collecting and treating wastewater from the Applewood Taps and allows Applewood to recover from Northwest the cost Applewood incurs in collecting and treating wastewater from the Northwest Taps.

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions set forth herein, the Districts agree as follows:

1. **Service to Continue.** It is hereby agreed that Northwest shall continue to serve each Applewood property identified on **Exhibit A** (36 Applewood Taps) as attached hereto and incorporated by this reference, and Applewood shall continue to serve each Northwest property identified on **Exhibit A** (5 Northwest Taps).

2. **Northwest and Applewood Annual Service Charge.**

(a) **Northwest Annual Charge.** Each calendar year Applewood will pay to Northwest an amount that is equal to the Northwest Fee times the number of Applewood Taps (currently 36) that receive sewer service from Northwest. The amount for the thirty-six (36) Applewood Taps served by Northwest will be invoiced by Northwest to Applewood annually as set forth in Paragraph 4 below (“Northwest Annual Charge”).

(b) **Applewood Annual Charge.** Each calendar year, Northwest will pay to Applewood an amount that is equal to the Applewood Fee times the number of Northwest Taps (currently 5) that receive sewer service from Applewood. The amount for the five (5) Northwest Taps will be invoiced by Applewood to Northwest annually as set forth in Paragraph 4 below (“Applewood Annual Charge”).

(c) **Increase in Annual Charges.** Nothing herein contained shall preclude either Northwest or Applewood from increasing their respective Fees described above; provided, however, any District increasing its Fee to the other District shall provide written notice of what the increased Fee will be for the next calendar year, no

later than November 15 preceding the calendar year for which the increased Fee will be effective. Further, each District agrees that the per Tap Fee it charges the other District will be the same as and no greater than the per Tap Fee each District charges its in-District customers.

3. **Notification of Annual Charge.** Each District shall notify the other District as to the amount of each District's Annual Charge for the upcoming calendar year, no later than November 15th of the current calendar year.

4. **Invoicing.** On or before the twentieth (20th) day of January of each calendar year, Northwest shall invoice Applewood for the Northwest Annual Charge for the calendar year, which invoice shall be paid within thirty (30) days of receipt of the invoice by Applewood. On or before the twentieth (20th) day of January of each calendar year, Applewood shall invoice Northwest for the Applewood Annual Charge for the upcoming calendar year, which invoice shall be paid within thirty (30) days of receipt of the invoice by Northwest.

5. **Additional Service Connections.** In the event there should be a need for additional property located within either District to connect to the sanitary sewer system of the other District, each District shall first approve such additional sewer service connection, and **Exhibit A** as attached hereto, shall be amended to include such property upon receipt by the District that will receive wastewater from the new connection of such District's then prevailing sewer tap fee. Any such connection made during a calendar year shall also be subject to the Northwest Fee and/or Applewood Fee as the case may be; provided, however, that the Applewood Fee and the Northwest Fee for each new connection shall be pro-rated as of the date the connection is made.

6. **Prior Agreements.** This Agreement supersedes the Restated Agreement as of the date hereof, and supersedes all prior negotiations, representations, and agreements between the Districts relating to the subject matter hereof, and constitutes the entire agreement between the Districts concerning the subject matter herein. The Restated Agreement is hereby terminated and each District is relieved of any further liability thereunder, except that each District shall continue to owe and shall pay to the other District any amount outstanding for sewer service received prior to the date the Restated Agreement is terminated.

7. **Term.** The initial term ("Term") of this Agreement shall be ten (10) calendar years and this Agreement shall terminate on December 31, 2032 provided, however, this Agreement shall automatically renew for two times, each time being for an additional term of ten (10) years unless either District provides the other District with written notice of non-renewal at least one (1) year prior to the end of the Term then in effect. Notwithstanding the foregoing, both Districts recognize the need to continue the sewer service each provides to persons and properties within the other District and

accordingly agree that upon the termination of this Agreement they shall both negotiate in good faith the terms and provisions of a new Agreement.

8. **Termination for Cause.** If either District is in material breach of its obligations under this Agreement and fails to cure said breach within a reasonable period of time after receipt of written notice from the non-defaulting District, then said non-defaulting District shall have the right to terminate this Agreement; provided further, however, that each District shall under all circumstances have at least one (1) year from the date notice of termination is provided within which to arrange an alternative method of providing sanitary service to its customers located within the other District.

9. **Assignment.** This Agreement shall not be assigned, in whole or in part, without the written consent of the non-assigning party. In the event of approved assignment, all terms, conditions, and provisions contained herein and all amendments hereto shall inure to and be binding upon the successors and assigns of the Districts hereto.

IN WITNESS WHEREOF, Northwest and Applewood have executed this Agreement to be effective as of the day and year stated above.

**NORTHWEST LAKEWOOD
SANITATION DISTRICT**, a quasi-municipal
corporation and political subdivision, State of
Colorado

By: _____
Anthony M. Dursey, President

Attest:

James D. Zimmerman, Secretary

APPLEWOOD SANITATION DISTRICT,
a quasi-municipal corporation and political
subdivision, State of Colorado

By: _____
Leroy O. Banks, President

Attest:

Thomas Leidich, Secretary

EXHIBIT A

(Updated on June 21, 2016)

Properties in Applewood Sanitation District served by Northwest Lakewood Sanitation District:

2655 Alkire Street	3030 Alkire Street	13194 W. 32 nd Ave	13200 Braun Road
2675 Alkire Street	3060 Alkire Street	13257 W. 26 th Ave	
2695 Alkire Street	3090 Alkire Street	13307 W. 26 th Ave	13191 W. 29 th Ave
2715 Alkire Street	3110 Alkire Street	13441 W. 26 th Ave	
2735 Alkire Street	3120 Alkire Street	13471 W. 26 th Ave	
2803 Alkire Street	3140 Alkire Street	13491 W. 26 th Ave	
2810 Alkire Street	3150 Alkire Street	13705 W. 26 th Ave	
2820 Alkire Street	3170 Alkire Street	13715 W. 26 th Ave	
2840 Alkire Street		13785 W. 26 th Ave	
2860 Alkire Street		13805 W. 26 th Ave	
2890 Alkire Street		13815 W. 26 th Ave	
2990 Alkire Street		13885 W. 26 th Ave	
		13905 W. 26 th Ave	
		13955 W. 26 th Ave	

Properties in Northwest Lakewood Sanitation District served by Applewood Sanitation District:

2370 Eldridge Street
2430 Eldridge Street
2560 Eldridge Street
2570 Eldridge Street
2580 Eldridge Street

SEWER MAIN RELOCATION AGREEMENT

This Sewer Main Relocation Agreement (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between **NORTHWEST LAKEWOOD SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter referred to as “Northwest”), and **JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1**, a Colorado non-profit corporation (hereinafter referred to as “School District”). Northwest and School District are hereinafter sometimes referred to singularly as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, School District is the owner of certain real property legally described as Lots 10 to 27, inclusive, a Re-Subdivision of Tract 20, Brookside, according to the recorded plat thereof, and commonly known and numbered as 3400 Pierson Street, Wheat Ridge, Colorado 80033, County of Jefferson, State of Colorado, (herein identified as the “Property”); and

WHEREAS, for School District’s convenience and better enjoyment of the Property, School District has plans to construct new buildings (“Improvements”) on the Property which will require relocation of that portion of an existing Northwest eight (8) inch sanitary sewer main that extends generally from the intersection of W. 33rd Avenue and Pierson Street, North across the Property, approximately 705 linear feet; and

WHEREAS, before School District can proceed with the construction of the Improvements on the Property, it is necessary for School District to relocate the existing Northwest sewer main and related appurtenances; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and provisions pursuant to which the existing 8” sewer main may be relocated by School District or School District’s contractor, and a new 12” sewer main installed at an alternate location.

NOW, THEREFORE, the Parties hereto, for themselves, their successors and assigns, hereby covenant and agree as follows:

ARTICLE I. **RELOCATION WORK**

1.1 **Permission to Relocate.** Subject to the terms, conditions and provisions of this Agreement, including but not limited to Article 5.2, Northwest hereby gives permission to School District to:

(a) Completely remove, or cause to be completely removed, approximately seven hundred and five (705) linear feet of eight (8) inch clay sewer main

and related appurtenances (“Existing Sewer Main”) that extends across a portion of the Property; and

(b) Install or cause to be installed approximately one thousand thirty-five (1,035) linear feet of new twelve (12) inch PVC sewer main and related appurtenances, within portions of W. 33rd Avenue and Quail Street (collectively, the “New Sewer Main Facilities”).

The Existing Sewer Main and the New Sewer Main Facilities are generally depicted on a conceptual plan provided by School District to Northwest or its engineer, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The design, materials, labor and construction necessary to remove the Existing Sewer Main and install the New Sewer Main Facilities are hereinafter referred to as the “Project.”

1.2 **Vacation of Easement.** Upon installation of the New Sewer Main Facilities and acceptance thereof by Northwest, Northwest shall vacate the Existing Sewer Main easement, if any, that extends North across the Property.

1.3 **New Sewer Main Facilities Plans.** School District shall submit to Northwest for review and approval, plans for the Project at least thirty (30) days prior to the date proposed for the commencement of construction. Construction shall not commence and the permission to relocate the Existing Sewer Main and install the New Sewer Main Facilities shall not be effective until the submitted plans for the same have been approved in writing by Northwest, which approval shall not be unreasonably withheld, and any required easements, if necessary, have been conveyed to and accepted by Northwest. All plans submitted by School District for approval shall be prepared in accordance with Northwest engineering standards.

1.4 **Existing Sewer Main.** At such time as the Existing Sewer Main is disconnected from Northwest’s sanitary sewer system, it shall automatically become the property of School District which shall assume full responsibility for disposing of the same in a commercially reasonable manner. In accordance with paragraph 1.2 above, at such time as the Existing Sewer Main is removed or disconnected from the Northwest sewer system, the easement, if any, for that portion of the Existing Sewer Main that is taken out of service shall be released and vacated by Northwest, and Northwest shall provide School District with a recorded copy of such release document.

1.5 **Notice Prior to Construction.** School District or its contractor shall notify Northwest at least seventy-two (72) hours prior to commencement of construction of any portion of the Project so that Northwest may make appropriate arrangements for the inspection and observation of the work. Notice may be in writing or by telephone call made directly to the Northwest manager, Mr. Steven Beck at (303) 987-0835.

1.6 **Construction Standards.** Whether performed by School District or School District’s contractor, the Project shall be performed in accordance with the

approved plans, including any approved amendments or modifications thereto, as well as this Agreement and Northwest's engineering standards and specifications. This Agreement, the approved plans, and Northwest's engineering standards and specifications are intended to supplement one another. In the event of a conflict, Northwest engineering standards shall control over the approved plans and the provisions of this Agreement shall control both.

1.7 **Completion of the Work.** The Project shall be initiated by School District or its contractor within a reasonable period of time, but in no event more than sixty (60) days following execution of this Agreement by all Parties and issuance of permits by the City of Wheat Ridge, and thereafter the Project shall be prosecuted with diligence by School District or its contractor to final completion, and including any cleanup of the job site.

1.8 **Inspection.** Northwest shall have the right to inspect the Project for compliance with the approved plans and specifications at such times during construction as Northwest determines necessary. Northwest shall use reasonable efforts to not interrupt the school operations conducted on the Property, and to cooperate with any security procedures of such school in conducting any inspections. All costs of inspection shall be paid for by School District.

1.9 **Right to Stop Work.** Northwest shall have the right to stop the Project, or any portion thereof, at any time Northwest determines that School District or its contractor is not performing the Project in accordance with the approved plans and specifications, or has failed to promptly correct any work that was not performed in accordance with this Agreement after receiving written notice from Northwest of such defective work. Once stopped, the Project shall remain stopped until the cause for the stoppage has been eliminated to Northwest's reasonable satisfaction.

1.10 **Record Drawings.** School District shall furnish to Northwest one full size bond copy, and PDF and AutoCad drawing files of the New Sewer Main Facilities in a form acceptable to Northwest as soon as possible after completion of the Project, but in no event later than sixty (60) days after completion of the Project. Under no circumstances shall Conditional Acceptance (defined below) and the Guarantee Period, provided for in Article III, begin to run until record drawings have been submitted to and accepted by Northwest.

1.11 **Continuation of Wastewater Service.** Whether the Project is performed by School District or its contractor, said work shall be performed in accordance with all continuation of service requirements of Northwest so that wastewater service is not interrupted to any customers of Northwest, except School District during construction. Northwest, in its discretion, may waive any and all continued wastewater service requirements, if it determines that any wastewater service interruption that may arise from construction will be of short duration, or if it determines that there will be no wastewater

service interruption except to School District that occurs as a result of the Project's construction.

1.12 **Permits.** School District covenants and agrees that all permits, licenses and inspections necessary for the Project shall be obtained by either School District or its contractor. School District further agrees that all licenses, permits, rules and regulations of any applicable governmental authority having jurisdiction over the Project shall be fully complied with.

ARTICLE II. COST AND PAYMENT

2.1 **Cost of Project.** School District agrees to pay all costs for the Project, including but not limited to, all engineering, materials, labor, equipment, inspection and easement acquisition costs, if applicable.

2.2 **Costs Paid to Northwest.** School District shall pay to Northwest all costs and expenses incurred by Northwest in reviewing the plans and specifications for the Project, as well as for observing and inspecting the construction thereof. Plan review and field inspection and other actual and reasonable costs for services performed by Northwest Consultants, such as Northwest's engineer or its attorney, shall be billed to School District at Northwest's actual cost, and in the first instance deducted from any deposit that School District has provided to Northwest.

2.3 **Payment.** All amounts billed to School District pursuant to Section 2.2 above shall be paid to Northwest within thirty (30) days of the date of receipt of an invoice from Northwest. If not paid when due, School District agrees to pay interest on said amount at the rate of one and a half (1.5) percent per month, together with all costs and expenses incurred by Northwest in collecting the same, including but not limited to court costs and reasonable attorney's fees.

ARTICLE III. GUARANTEE, CORRECTIONS, BOND

3.1 **Guarantee and Conditional Acceptance.** School District agrees, and it shall cause its contractor to agree, that the Project shall be free from all defects of whatsoever kind or nature, including but not limited to, all defects in materials or workmanship for a period of one year from the later of Conditional Acceptance of the New Sewer Main Facilities, or until the New Sewer Main Facilities are finally accepted by Northwest, whichever period is longer (the "Guarantee Period").

3.2 **Corrections During Guarantee Period.** In addition to the maintenance and repair obligations set forth in Article VI, if at any time during the Guarantee Period, all or any portion of the Project is determined by Northwest, in the reasonable exercise of its discretion to be defective, then School District or its contractor, shall promptly, after

receiving written notice specifying the defects that need to be corrected, correct the defective work or cause said defective work to be corrected. Corrections shall consist of such corrective action as Northwest deems reasonably necessary and may include removal of all defective work and its complete replacement. If School District, or its contractor, does not promptly correct the defective work, or in an emergency situation where delay would cause serious risk to the health, welfare and safety of Northwest's inhabitants, or to their property, Northwest may have the defective work corrected. All direct and indirect costs of such correction, including the removal and replacement of any portion of the Project, and any additional professional engineering fees incurred by Northwest, shall be paid by School District. School District shall also pay for any damage done to any other Northwest facility or for any other work that is necessitated or required as a result of the correction of defective work within the Guarantee Period.

3.3 **Security**. To induce Northwest to execute this Agreement and to provide additional insurance that School District will fully perform all of School District's warranty, maintenance and repair obligations contained herein, School District agrees to deliver to Northwest prior to Northwest's Conditional Acceptance of the Project, additional security for School District's warranty and maintenance obligations hereunder in a form and amount as described in one of Sections (a), (b) and (c) below.

(a) A fully executed Warranty and Maintenance Bond, in substantially the form attached hereto as Exhibit B, in an amount to be determined by Northwest, but in no event greater than one hundred percent (100%) of the Project construction cost as determined by Northwest in the reasonable exercise of its discretion. Until the Project is finally accepted by Northwest, the performance of any warranty, maintenance or repair work upon the Project by Northwest or School District's Contractor, shall under no circumstances, release, discharge or modify in any way School District's obligations under the Warranty and Maintenance Bond.

(b) An irrevocable letter of credit issued by an institution acceptable to Northwest and in an amount to be determined by Northwest, but in no event greater than one hundred percent (100%) of the Project construction cost as determined by Northwest in the reasonable exercise of its discretion. Until the Project is finally accepted by Northwest, the performance of any warranty, maintenance or repair work upon the Project by Northwest or School District's Contractor shall, under no circumstances, release, discharge or modify in any way School District's obligations under the letter of credit.

(c) A cash deposit in an amount to be determined by Northwest, but in no event greater than one hundred percent (100%) of the Project construction cost is determined by Northwest in the reasonable exercise of its discretion. Said sum shall be held by Northwest as a security deposit for the faithful performance, by School District, of all of School District's warranty, maintenance and repair obligations under this Agreement. If School District defaults with respect to any of its warranty, maintenance or repair obligations hereunder, including, but not limited to, those obligations as set forth in Section 3.2 above, Northwest may, (but shall not be required to) use, apply or retain all or any part

of the deposit for the payment of any amount which Northwest may spend or become obligated to spend by reason of School District's default or to compensate Northwest for any other loss or damage which Northwest may suffer by reason of School District's default. Northwest will not segregate the cash deposit from its other funds and Northwest shall be entitled to all interest, if any, earned on said deposit.

Northwest shall return the security, less any amount or amounts thereof applied to School District's warranty, maintenance and repair obligations hereunder within sixty (60) days after the New Sewer Main Facilities are finally accepted by Northwest.

3.4 **School District Liability.** Notwithstanding that School District may cause a contractor to perform the Project, School District shall remain fully liable under this Agreement for the performance of all obligations and promises to Northwest hereunder.

ARTICLE IV.

CONDITIONAL ACCEPTANCE-MAINTENANCE RESPONSIBILITY

4.1 **Acceptance - Notice of Completion.** School District will notify Northwest when the Project is complete. Subsequent to the receipt of said notice, Northwest shall inspect the Project with an agent of School District at a time reasonably designated by Northwest. Northwest shall note any deficiencies or repairs that must be completed by School District for the Project to be conditionally accepted by Northwest. School District's one-year guarantee of the New Sewer Main Facilities shall not begin to run until Northwest has conditionally accepted the New Sewer Main Facilities. All corrections and repairs shall be completed by School District or its contractor as soon as practicable, but in no event later than twenty-five (25) days following receipt of the written list specifying what work needs to be performed. School District will receive notice of conditional acceptance ("Conditional Acceptance") by Northwest when all corrections and repairs have been completed to Northwest's satisfaction, or as soon as practical following the inspection referred to in this Section if there are no repairs or corrections to be completed.

4.2 **Effect of Conditional Acceptance.** Conditional Acceptance of the Project shall be deemed to transfer ownership of the New Sewer Main Facilities to Northwest which School District covenants will be free and clear of all liens and encumbrances, including all claims of labor, materialmen and contractors. Transfer of ownership shall, in no way, be deemed to abridge or modify, however, School District's guarantee and maintenance responsibilities during the Guarantee Period as more fully set forth in this Agreement.

4.3 **Conditions to Conditional Acceptance.** Each of the following conditions shall be a condition precedent which must be fully satisfied before Conditional Acceptance by Northwest:

(a) **Approved Plans.** Northwest, in its reasonable determination, is satisfied that the Project has been completed in accordance with the provisions of this Agreement and the approved plans and specifications; and

(b) **Easements.** Northwest, in its reasonable determination, is satisfied that all easements have been obtained for the Project and that the Project, as constructed, is located within said easements or other suitable public rights of way; and

(c) **Street Cut Permits.** Northwest, in the reasonable exercise of its discretion, is satisfied that all conditions contained in any street cut permits obtained for the Project have been fully complied with and that the streets have been restored in accordance with said permits; and

(d) **Record Drawings.** Receipt by Northwest of the survey certified record drawings for the Project, certified compaction test results, acceptable tracer wire testing results, acceptable pipeline air test results, CCTV video of the New Sewer Main, and any survey certifications that Northwest may reasonably require; and

(e) **Certification Requirement.** School District, or its contractor, shall certify that the New Sewer Main Facilities are located entirely within the Easement required by Section 1.2 above or is within dedicated public right of way; and

(f) **Delivery of Security to Northwest.** School District has delivered to Northwest the Warranty and Maintenance Bond, letter of credit, or cash deposit set forth in Section 3.3 above.

(g) **Miscellaneous.** Northwest, in the reasonable exercise of its discretion, is satisfied that all applicable Northwest rules and regulations regarding acceptance of facilities have been complied with, including but not limited to, a cost letter from School District stating the total amount that it cost to complete the Project.

4.4 **Conditional Acceptance.** Conditional Acceptance of the Project shall be accomplished only by Northwest managers and/or engineer, if applicable, affixing his or their signatures to this Agreement in the space provided for on Page 13. As of the date of Conditional Acceptance, all of School District's right, title and interest, in and to the New Sewer Main Facilities, including but not limited to, all mains, pipelines, manholes, and related parts and materials which comprise the New Sewer Main Facilities, shall immediately pass to and vest in Northwest; provided, however, that School District's guarantee, as set forth in Article III above, and its obligation to pay all maintenance and repair costs for the New Sewer Main Facilities as set forth in Article VI below, shall remain in full force and effect until the Project is finally accepted by Northwest.

ARTICLE V.
CONDITIONS PRECEDENT TO THE START OF CONSTRUCTION

5.1 **Insurance Requirements.** School District's right to commence, or cause its contractor to commence, construction of the Project is expressly contingent upon the following minimum insurance coverages being in effect before any of the work is performed by School District or its contractor, subcontractor, or their agents or employees thereof:

(a) **Workmen's Compensation and Employer's Liability Insurance.** All contractors and subcontractors performing any work on the Project shall each carry a separate policy of worker's compensation and employer's liability insurance covering liability under the laws of the State of Colorado in connection with the work performed on the Project pursuant to this Agreement; and

(b) **Commercial General Liability Insurance.** All contractors and subcontractors performing any work on the Project shall each carry a policy of commercial general liability insurance, which shall include blanket contractual coverage. Each such policy shall be in the minimum amount of \$387,000.00 per person, \$1,093,000.00 per occurrence, Northwest's maximum liability under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, or a combined single limit of not less than \$1,093,000.00 per occurrence for bodily injury and property damage; and

(c) **Automobile Insurance.** All contractors and subcontractors performing any work on the Project shall each carry a separate automobile liability and property damage policy to include owned, non-owned and hired vehicles which are utilized in the performance of any work on the Project. Such insurance shall be in the minimum amount of \$387,000.00 per person, \$1,093,000.00 per occurrence, or a combined single limit of less than \$1,093,000.00 per occurrence for bodily injury and property damage; and

(d) **Certificates of Insurance.** Each contractor and subcontractor performing any work on the Project shall provide certificates of insurance (and renewals thereof) which shall identify this Agreement, in a form acceptable to Northwest, demonstrating that the required coverages have been obtained. The certificates of insurance shall also certify that, relative to the commercial general liability and automobile policies, that Northwest has been named as an additional insured for coverage only, as to all work performed by any contractor or subcontractor pursuant to this Agreement, with no premium payment obligations. The coverage, as specified in the certificate of insurance, shall not be terminated or reduced without providing at least thirty (30) days prior written notice to Northwest. School District shall not allow any contractor, subcontractor, agent or employee to commence work until appropriate certificates of insurance have been obtained and approved by Northwest.

5.2 **Additional Conditions.** The following additional conditions precedent must also be fully complied with before the commencement of any work on the Project by

School District or by any of its contractor or subcontractors, or any agents or employees thereof:

(a) **Approval of Plans.** The plans and specifications for the project must be approved in writing by Northwest, and its Consulting Engineer; and

(b) **Rights-of-Way Acquisition-Street Cut Permits.** All necessary rights-of-way, easements, license agreements and street cut permits, must be obtained on documents acceptable to Northwest. Title to all easements and rights-of-way shall be satisfactory to Northwest. The necessity for obtaining easements and right-of-way shall be determined by Northwest in its sole and absolute discretion; and

(c) **Notice Prior to Commencement to Work.** Northwest must receive at least seventy-two (72) hours' advanced notice prior to School District or any of its contractors or subcontractors commencing work on the Project so that Northwest may make appropriate arrangements for the inspections and observation of the Project.

ARTICLE VI. MAINTENANCE AND REPAIRS

6.1 **Cost of Maintenance.** School District shall bear the entire cost of maintaining the New Sewer Main Facilities in good condition, ordinary wear and tear accepted, until the New Sewer Main Facilities are finally accepted by Northwest.

6.2 **Cost of Repairs.** School District shall also bear the entire cost of repairing the New Sewer Main Facilities until the New Sewer Main Facilities are finally accepted by Northwest. For purposes of this Agreement, the term "repairs" shall include but not be limited to all repairs or replacements that are made necessary as a result of vehicular traffic, construction, paving, utility installation and/or acts of God.

6.3 **Performance of Maintenance and Repair.** Except as provided in Section 3.2 above, subsequent to Conditional Acceptance, School District shall perform, or cause to be performed, all maintenance and repairs on the New Sewer Main Facilities until the New Sewer Main Facilities have been finally accepted by Northwest and will bill School District for the cost of said maintenance and repair. If School District fails to perform the required maintenance, after notice to School District, Northwest may perform the required maintenance and/or repairs and Northwest shall bill School District in accordance with Northwest's actual costs incurred in connection with the performance of such work by Northwest's third-party contractors. School District agrees to pay all bills for maintenance and repair submitted by Northwest to School District for the New Sewer Main Facilities within thirty (30) days after receipt of Northwest invoice, together with all costs of collection, including reasonable attorney's fees and interest at the rate of one and a half (1.5) percent per month on amounts that are past due.

ARTICLE VII.
FINAL ACCEPTANCE

7.1 **Notice of Final Acceptance.** A final inspection of the New Sewer Main Facilities shall be scheduled by Northwest approximately sixty (60) days prior to the expiration of School District's Guarantee Period. Approximately one (1) year after the date of Conditional Acceptance, Northwest's manager and/or Consulting Engineer, as the case may be, will inspect the New Sewer Main Facilities a second time, if necessary, for final acceptance with a representative of School District. Each of the following conditions shall be a condition precedent which must be satisfied before Northwest shall finally accept the New Sewer Main Facilities.

(a) **Full Performance.** School District has faithfully and fully performed its obligations under this Agreement including, but not limited to, payment for all costs of maintaining and repairing the New Sewer Main Facilities, as set forth in Article VI above.

(b) **No Damage.** There has been no damage or destruction of the New Sewer Main Facilities, and if there has been damage or destruction, the same has been repaired at no cost to Northwest. If prior to final acceptance of the New Sewer Main Facilities, damage or destruction occurs to all or any portion thereof School District shall notify Northwest, and it shall make a claim under applicable policies of insurance, if any. To the extent any such damage or destruction is not covered by insurance, School District will pay for the same.

(c) **Deviation from Approved Plans.** Any deviation in the construction of the New Sewer Main Facilities from the approved plans has been corrected. Without, in any way, limited the generality of the foregoing sentence, attention shall also be paid to assure that all water line valve covers are of finished grade and are free and clear of sand, gravel, stones or other form of material.

(d) **Contemplated Use.** Without, in any way, be limited by the specificity of the foregoing, Northwest, in the reasonable exercise of its discretion, satisfied that there are no matters that prohibit or unreasonably interfere with the use of the New Sewer Main Facilities for its intended purpose.

7.2 **Final Acceptance.** As soon as all items, if any listed in the final inspection are corrected, final acceptance shall be accomplished by Northwest manager and/or Engineer, as the case may be, fixing his or their signatures to this Agreement in the space provided on page 13 of this Agreement, but in no event shall said date be earlier than one year from the date of Conditional Acceptance. As of the date of final acceptance, Northwest accepts the New Sewer Main Facilities for all purposes, including maintenance and repair, and School District's obligation to pay for the same shall cease; provided, however, that School District's indemnification obligation, as set forth in Section 7.3 below shall survive final acceptance.

7.3 **Indemnification.** School District shall defend, hold harmless and indemnify Northwest, its directors, officers and agents from and against any and all claims, liability, damages or expense including, but not limited to, fines and reasonable attorney's fees which Northwest may sustain or incur in connection with or as a result of School District's performance of its obligations under this Agreement.

ARTICLE VIII.
MISCELLANEOUS

8.1 **Rules and Regulations.** School District agrees that it or its contractors and subcontractors, if any, shall comply with all applicable laws, rules and regulations of any governmental authority having jurisdiction over the Project and agrees that it is School District's sole responsibility to determine that all necessary licenses, permits and consents, if any, have been obtained and that all necessary required procedures, if any, are followed.

8.2 **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and there are no further agreements or understandings, written or oral, in effect between the Parties relating to the Subject matter hereof. This Agreement may be amended or modified only in writing, formally signed by the Parties hereto.

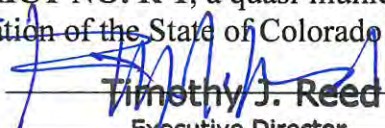
8.3 **Assignment.** This Agreement shall not be assigned by either Party without the other Party's express written consent.

8.4 **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Agreement has been executed in quadruplicate original by the Parties hereto as of day and year opposite their signatures.

**JEFFERSON COUNTY SCHOOL
DISTRICT NO. R-1**, a quasi-municipal
corporation of the State of Colorado

By: 
Name: Timothy J. Reed
Title: Executive Director
Facilities and Construction Mgmt.

**NORTHWEST LAKEWOOD
SANITATION DISTRICT**, a quasi-
municipal corporation and political subdivision
of the State of Colorado

By: _____
Name: Anthony M. Dursey, President

APPROVALS BY THE DISTRICT

Conditional Acceptance of the Project:

Date: ___/___/___

James Steven Beck, District Administrator

Bill Willis, District Engineer

Final Acceptance of the Project:

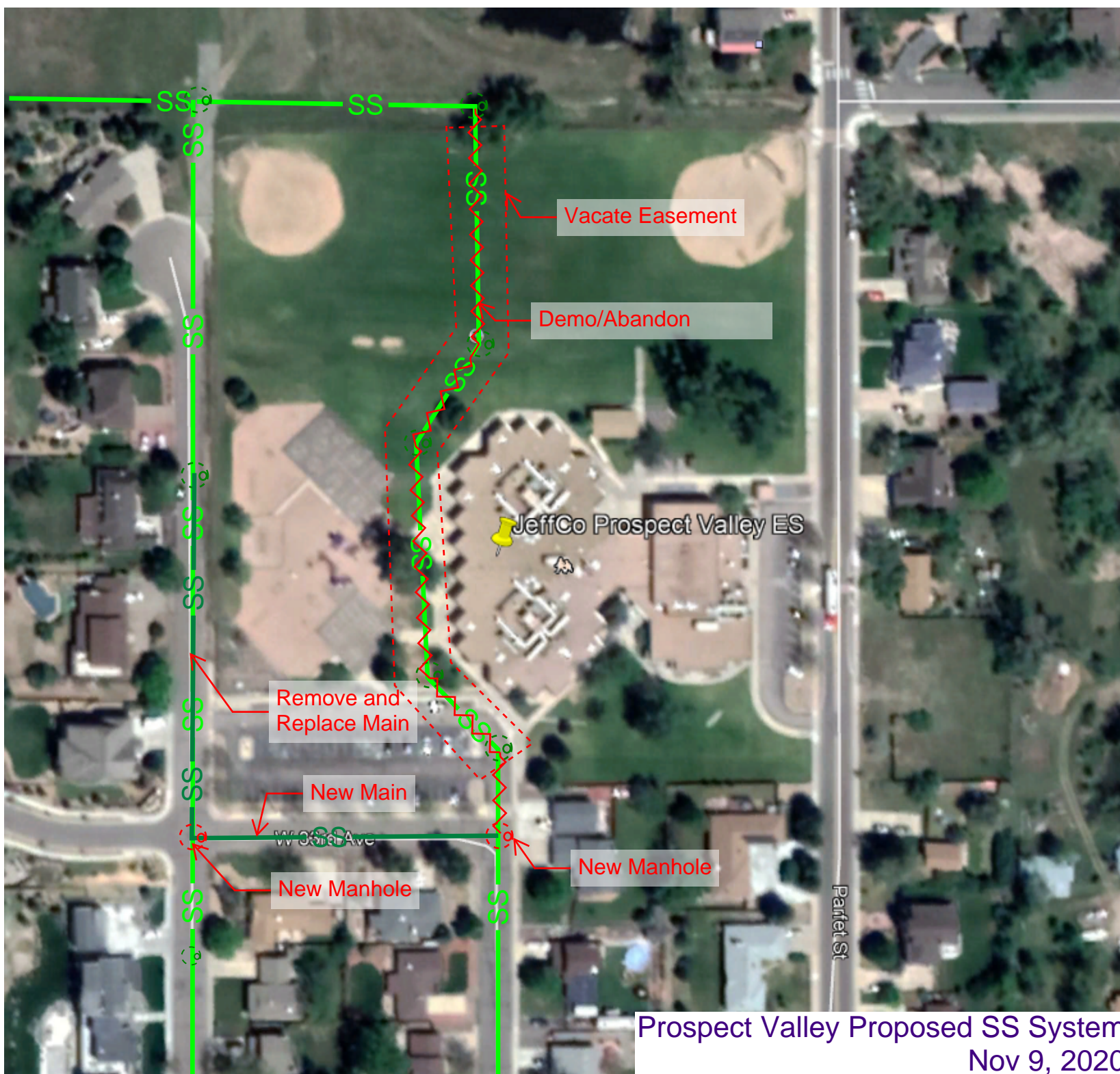
Date: ___/___/___

James Steven Beck, District Administrator

Bill Willis, District Engineer

Total Construction Cost of New Sewer Main Facilities: \$ _____
(to be completed by School District)

EXHIBIT A



Prospect Valley Proposed SS System
Nov 9, 2020

EXHIBIT B
NORTHWEST LAKEWOOD SANITATION DISTRICT
WARRANTY AND MAINTENANCE BOND

(Sewer Main Relocation)

KNOW ALL MEN BY THESE PRESENTS, that Jefferson County **School District No. R-1**, hereinafter called "Principal", and _____, hereinafter called "Surety", are held and firmly bound unto **Northwest Lakewood Sanitation District**, a quasi-municipal corporation of the State of Colorado, hereinafter called "District", in the sum of _____ dollars (\$_____), lawful money of the United States of America for the payment whereof the Principal and Surety bind themselves, their administrators, successors, and assigns, jointly and severally, firmly, by these presents.

WHEREAS, for the purpose of better enjoyment of a portion of the real property owned by Principal (and identified herein by the "Property") on Exhibit A attached hereto, upon which shall be constructed an athletic playing field (hereinafter, the "Prospect Valley School Site"), Principal has requested permission to relocate that portion of an existing District eight (8) inch sanitary sewer main and related appurtenances (hereinafter, the "Existing Sewer Main") that physically conflicts with certain proposed new improvements planned by Principal for the Property; and

WHEREAS, for the purpose of proceeding with the proposed relocation Principal, on _____, 2020, entered into a written Sewer Main Relocation Agreement with District for removal of the Existing Sewer Main and construction of approximately 1,035 linear feet of new twelve (12) inch PVC sewer main and related appurtenances (hereinafter collectively referred to as the "New Sewer Main Facilities"), which Agreement is by this reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly, faithfully and fully perform all the undertakings, covenants, terms, conditions and agreements in said Agreement arising after conditional acceptance of the New Sewer Main Facilities by the District, including, but not limited to, Principal's maintenance, repair, and other warranty obligations; and shall also fully perform all undertakings, covenants, terms, conditions and agreements, of any and all amendments to the Agreement that may hereinafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be null and void; otherwise it shall remain in full force and effect for a period of twelve (12) months from the date of this Bond, or until the New Sewer Main Facilities are finally accepted by the District, whichever is longer.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that whenever the Principal shall be, and is declared by District in default of its obligations under the Agreement, the District having performed its obligations thereunder, the Surety will promptly

remedy the default or shall promptly (1) perform the Principal's obligations in accordance with the Agreement, or (2) obtain a bid or bids for submittal to the District for completing said obligations of the Principal in accordance with the terms and provisions of the Agreement and upon a determination by the District and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as work progresses (even though there should be a default or a succession of defaults under the contract of completion arranged under this Section) sufficient funds to pay the cost of completion in an amount up to but not exceeding the dollar amount of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the District or the successors and assigns of the District. Any suit under this Bond must be instituted no later than two years from the date the New Sewer Main Facilities are finally accepted by the District under the Agreement.

Surety's obligations hereunder arise only at such time as the Project is conditionally accepted by the District.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond as of this ____ day of _____, 20__.

PRINCIPAL:
JEFFERSON COUNTY SCHOOL
DISTRICT NO. R-1, a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

SURETY:

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

From: [Karen Steggs](#)
To: [Karen Steggs](#)
Subject: FW: Prospect Valley Elementary School/ Northwest Lakewood Sanitation
Date: Tuesday, November 16, 2021 11:25:58 AM
Attachments: [Outlook-JVA_Inc..png](#)
[Signed-Relocation Agreement with Exhibits.pdf](#)

From: Cody F. Gratny [<mailto:cgratny@jvajva.com>]
Sent: Thursday, December 31, 2020 9:23 AM
To: Tim Flynn <tflynn@CCCFIRM.COM>; 3353c - JeffCo Prospect Valley ES <[3353c-jeffcoprospectvalley@jvajva.com](#)>
Cc: Bill Willis (BWillis@martinmartin.com) <BWillis@martinmartin.com>; Steve Beck <sbeck@sdmsi.com>; Huszcza Edward <Edward.Huszcza@jeffco.k12.co.us>; Gardner Clute <gclute@moarch.com>; Kevin Sullivan <ksullivan@moarch.com>; Xavier Torrents <xtorrents@jvajva.com>
Subject: Re: Prospect Valley Elementary School/ Northwest Lakewood Sanitation

Tim,

The School District has signed the agreement, however, the design of the sewer main is far from complete and so the cost of the relocation is unknown at this time so that portion of the agreement document is not completed. We are still waiting on some information from NW Lakewood Sanitation District before we can move forward. Now that this has been signed, can we get the remainder of the information that was outlined in the meeting minutes released to the School District? That will help us move forward with the design and start to identify the costs of the relocation. Let us know if that seems feasible. Thanks and have a Happy New Year.



CODY F. GRATNY, P.E. | Principal
heVimVhis

JVA, Incorporated
1319 Spruce Street, Boulder, CO 80302
Direct: [303.565.4966](tel:303.565.4966) | Phone: 303.444.1951
www.jvajva.com | [LinkedIn](#) | [Twitter](#)

Boulder | Fort Collins | Winter Park | Glenwood Springs | Denver

From: Tim Flynn <tflynn@CCCFIRM.COM>
Sent: Tuesday, December 22, 2020 9:31 AM
To: Cody F. Gratny <cgratny@jvajva.com>
Cc: Bill Willis (BWillis@martinmartin.com) <BWillis@martinmartin.com>; Steve Beck <sbeck@sdmsi.com>
Subject: Prospect Valley Elementary School/ Northwest Lakewood Sanitation

Cody,

Attached is the form of Relocation Agreement that the Northwest Lakewood Sanitation District will use for the above project. Please forward this to Jeffco Schools for their review and signature.

Timothy J. Flynn | Attorney

Collins Cockrel & Cole P.C. | www.cccfirm.com

Office [303.986.1551](tel:303.986.1551) | Toll Free [800.354.5941](tel:800.354.5941) | Direct [303.218.7198](tel:303.218.7198) | [LinkedIn](#) | [vCard](#)

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SHAREHOLDERS
Paul R. Cockrel
Robert G. Cole
Timothy J. Flynn
Evan D. Ela
Linda M. Glesne
David A. Greher
Kathryn G. Winn
Allison C. Ulmer
Matthew P. Ruhland

OF COUNSEL
James P. Collins

ASSOCIATES
Joseph W. Norris
Bart W. Miller
Ayshan E. Ibrahim

303.218.7198
tflynn@cccfirm.com

November 1, 2021

Board of Directors
Northwest Lakewood Sanitation District
141 Union Blvd, Suite 150
Lakewood, CO 80228

Re: Client Matters

Dear Board of Directors:

Effective January 1, 2022, the lawyers in Collins Cockrel & Cole will no longer be practicing together. They will thereafter practice in different law firms as follows:

Jim Collins, Bob Cole, Tim Flynn, Kathryn Winn and Allison Ulmer ("CCFWU") will be practicing together.

Paul Cockrel, Evan Ela, Linda Glesne, David Greher and Matt Ruhland ("CEGGR") will be practicing together.

As the client, you have the right to decide which lawyer or lawyers represent you. You may choose to have a lawyer in either the CCFWU or CEGGR group represent you going forward, or you may retain an entirely new lawyer to represent you. Which lawyer or law firm represents you is always up to you.

Rest assured that we will ensure that your interests are protected during this transition. If you have any questions about either the status of any matter that we are handling for you or any other aspect of our representation of you, please do not hesitate to contact either the Collins Cockrel & Cole lawyer with whom you are working or any other member of the firm.

Please advise us of your decision in writing as soon as possible. You may do so by indicating your choice below and returning a signed copy of this letter to us at the following email address: tflynn@cccfirm.com.

{00858906.DOCX / }



Regardless of your decision, on or before December 31, 2021 we ask that you make arrangements with us regarding any outstanding account balance with Collins Cockrel & Cole.

We thank you for your consideration in this matter.

Very truly yours,

A handwritten signature in blue ink that reads "Collins Cockrel & Cole P.C." is shown within a light blue rectangular box.

Collins Cockrel & Cole, P.C.

TJF/cs

Attachment

cc: Steve Beck, District Manager

AUTHORIZATION TO TRANSFER FILES

To: Collins Cockrel & Cole, P.C.

_____ We wish to have Collins Cole Flynn Winn & Ulmer, PLLC, represent us in our matters effective January 1, 2022. Please provide our files for those matters to Timothy J. Flynn as general counsel.

_____ We wish to have Cockrel Ela Glesne Greher and Ruhland, PC, represent us in our matters effective January 1, 2022. Please provide our files for those matters to _____.

_____ Please send our files for our matters to a different lawyer at the address we have provided to you.

Northwest Lakewood Sanitation District

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2021-11-03

NORTHWEST LAKEWOOD SANITATION DISTRICT

JEFFERSON COUNTY, COLORADO

**A RESOLUTION CALLING FOR THE 2022 REGULAR DISTRICT ELECTION
AND APPOINTING A DESIGNATED ELECTION OFFICIAL**

WHEREAS, the Northwest Lakewood Sanitation District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, C.R.S.; and

WHEREAS, the terms of office of Directors Anthony M. Dursey, James D. Zimmerman, and George C. Davenport shall expire after their successors are elected at the regular special district election to be held on May 3, 2022 (“Election”) and have taken office; and

WHEREAS, in accordance with the provisions of the Special District Act (“Act”) and the Colorado Local Government Election Code (“Code”) (the Act and the Code being referred to jointly as the “Election Laws”), the Election must be conducted to elect three (3) Directors to each serve for a term of three (3) years pursuant to Section 1-13.5-111, C.R.S. which moves the regular special district elections to May of each odd-numbered years commencing in May, 2023.

NOW, THEREFORE, be it resolved by the Board of Directors of the Northwest Lakewood Sanitation District in the County of Jefferson, State of Colorado that:

1. The regular election of the eligible electors of the District shall be held on May 3, 2022, between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with the Election Laws, and other applicable laws. At that time, three (3) Directors will be elected to each serve a three-year term.
2. There shall be one election precinct for the convenience of the eligible electors of the District, the boundaries of which shall be identical to the boundaries of the District, and there shall be one (1) polling place at the following location:

Special District Management Services
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898

situate in the County of Jefferson, State of Colorado, and which shall also be the polling place for disabled electors and for eligible electors not residing within the District. If the Designated Election Official deems it to be more expedient for the convenience of the eligible electors of the District (who are also eligible electors in other special districts with overlapping boundaries which are conducting elections on the Election day), the Election may be held jointly with such special districts in accordance with coordinated election procedures as set forth in an agreement between all participating special districts. In such event, the election precincts and polling places shall be as set forth in such agreement. The Designated Election Official is authorized to execute such agreement on behalf of the District, which agreement shall include provisions for the allocation of responsibilities for the conduct and reasonable sharing of costs of the coordinated Election.

3. The Board of Directors hereby designates Steve Beck as the Designated Election Official for the conduct of the Election on behalf of the District and he is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Election Laws or other applicable laws. Among other matters, the Designated Election Official shall publish the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election, printing of ballots, and direct that all other appropriate actions be accomplished.

4. Applications for absentee ballots may be filed with the Designated Election Official at Special District, Management Services, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, no later than the close of business on the Tuesday immediately preceding the election (Tuesday, April 26, 2022).

5. Self-Nomination and Acceptance forms are available at the Designated Election Official's office located at the above address. All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no earlier than January 1, 2022, nor later than the close of business on Friday, February 25, 2022.

6. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 1, 2022, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than February 28, 2022, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code.

7. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions

of this Resolution, it being the Board's intention that the various provisions hereof are severable.

8. Any and all actions previously taken by the Designated Election Official, the Secretary of the Board of Directors, or any other persons acting on their behalf pursuant to the Election Laws or other applicable laws, are hereby ratified and confirmed.

9. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

10. The provisions of this Resolution shall take effect immediately.

ADOPTED this 24th day of November, 2021.

NORTHWEST LAKEWOOD SANITATION
DISTRICT

By: _____
Anthony M. Dursey, President

Attest:

James D. Zimmerman, Secretary



Northwest Lakewood Sanitation District
Monthly Report
October 1-31, 2021

Fri	10/1	Performed 1 work order. Performed 1 bore meet locate.
Mon	10/4	Performed 5 locates. Performed 1 bore meet locates.
Tues	10/5	Responded onsite to 1 emergency locate at 2000 Youngfield St. during normal business hours. Performed 2 bore meet locate. Performed 2 locates.
Fri	10/8	Performed 6 locates. Performed 1 tap inspection at 2070 Urban Dr. Performed 2 bore meet locates.
Mon	10/11	Responded onsite to 1 emergency locate at W. 28 th Pl. & Simms Dr. during normal Business hours. Responded to 2 emergency locates for W. 20 th Ave. & Beech Ct. outside of normal business hours, one onsite and one via phone.
Tues	10/12	Responded onsite to 2 emergency locates at 12995 W. 15 th Dr. and W. 20 th Ave. & Beech Ct. during normal business hours. Performed 1 bore meet locate.
Wed	10/13	Performed 3 locates.
Thurs	10/14	Performed 3 bore meet locates.
Fri	10/15	Responded onsite to an emergency locate at W. 20 th Ave. & Beech Ct. during normal business hours.
Sat	10/16	Responded via phone to 1 emergency locate at 11000 W. 23 rd Dr. outside of normal business hours.
Mon	10/18	Performed 1 tap replacement inspection at 2065 Beech Ct. Performed 1 locate.
Tues	10/19	Performed 5 locates.
Wed	10/20	Performed a post-rehab video of the line on Applewood Knolls Dr. at the request of Martin & Martin. Responded onsite to 1 emergency locate at 1 Rangeview Dr. for an H2O main repair during normal business hours. Performed 1 locate.
Thurs	10/21	Responded via phone to 1 emergency locate at 3865 Kipling St. outside of normal business hours. Performed 1 bore meet locate.

Performed 3 locates.
 Fri 10/22 Performed 4 bore meet locates.
 Responded to an emergency after-hours call regarding a meter spewing water.
 Sun 10/24 Responded via the phone to an emergency locate at 11557 W. 38th Pl.
 Mon 10/25 Performed 1 tap inspection at 3357 Ward Rd.
 Performed 3 locates.
 Tues 10/26 Performed 7 locates.
 Performed 1 bore meet locate.
 Wed 10/27 Performed 3 bore meet locates.
 Performed 1 tap inspection at 3415 Alkire Way.
 Fri 10/29 Performed 2 locates.
 Sat 10/30 Responded via phone to 1 emergency locate at W. 32nd Ave. & Hillside Dr. for an H2O main/service repair/replace.
 Responded on site to 1 emergency locate at 3259 Swadley St. for an H2O main repair.
 Sun 10/31 Responded via phone to a possible sanitary sewer issue at 678 Garrison St.

Task #3 - Maintenance Services				
	Projected 2021 Footage	YTD Actual 2021 Footage	Current Monthly 2021 Footage	YTD Percentage 2021
	Zone C			
Jetting				
14" or Less		75,000.0		
15 or More"		5,476.0		
Easement				
Total Jetting	104,684.0	80,476.0	0.0	77%
Televising				
14" or Less		66,879.4		
15 or More"		2,273.6		
Total Televising	104,684.0	69,153.0	0.0	66%
Accelerated Maintenance				
Non-Routine Jetting		2,869.0		
Non-Routine Televising		2,197.1	172.0	
Hot Spot Jetting	19,493.0	13,144.0		67%
Hot Spot Televising		11,169.2		0%
Accelerated Jetting				0%
Annual Root Televising		5,817.9		0%
Annual Root Cut	10,030.0	4,275.0		43%
Annual Mineral Cleaning	7,823.0	1,741.0		22%
Annual Mineral Televising		4,006.6		0%
Total Accelerated Maintenance	37,346.0	45,219.8	172.0	121%
Total Length of Cleaning	142,030.0	99,636.0	0.0	70%
Total Length of Televising	104,684.0	92,343.8	172.0	88%
Total Task #3	284,060.0	237,199.6	344.0	84%

Northwest Lakewood Sanitation District

Summary for October 1-31, 2021

October 11, 2021

W. 20th Ave. & Beech Ct.

Emergency Locate

On Monday, October 11, 2021, at 7:45pm, Robert LaBarge of REC. Inc. was contacted by the After-Hours Service regarding an emergency locate at W. 20th Ave. & Beech Ct. for an H2O main repair. Robert arrived on site, met with Brandon (720-975-7452) of Consolidated Mutual Water, marked the District mains and departed the site. No further action is needed at this time.

Total time on this issue: Robert LaBarge – 1.75hrs.

October 11, 2021

W. 20th Ave. & Beech Ct.

Emergency Locate

On Monday, October 11, 2021, at 11:30pm, Robert LaBarge of REC. Inc. was contacted by the After-Hours Service regarding an emergency locate at W. 20th Ave. & Beech Ct. for an H2O main repair. Robert contacted Brandon (720-975-7452) of Consolidated Mutual Water to find out if the planned work had changed from the previous locate ticket called in at 7:45pm on October 11, 2021 and was informed that the planned work had not changed, they needed telco and fiber to respond to damaged line identification and repair. Robert cleared Northwest Lakewood Sanitation District. No further action is needed at this time.

Total time on this issue: Robert LaBarge -- .25hrs.

October 16, 2021

11000 W. 23rd Ave. Dr.

Emergency Locate

On Saturday, October 16, 2021, at 12:15pm, Jeff LeBeck of REC. Inc. was contacted by the After-Hours Service regarding an emergency locate at 11000 W. 23rd Ave. Dr. for a sewer service repair. Jeff contacted William Lohman (720-737-6923) of Trench Right to get more information and was informed they were performing the repair in the yard only and would not be working near the District main in the street. Jeff cleared Northwest Lakewood Sanitation District. No further action is needed at this time.

Total time on this issue: Jeff LeBeck -- .50hrs.

October 20, 2021

Applewood Knolls Dr.

Post-Rehab Video Of Line

On Wednesday, October 20, 2021, at 7:00am, David Moore of REC. Inc. was dispatched by Ismael Gomez also of REC. Inc. to perform a post-rehab video of the line on Applewood Knolls Dr. at the request of Martin & Martin. David arrived on site and videoed the line from MH AB-10-6 to MH AB-10-5 for a total of 172.8ft. and observed no problems with the line where repairs were performed. David departed the site. No further action is needed at this time.

Total time on this issue: David Moore – 1.50hrs.

October 21, 2021

3865 Kipling St.

Emergency Locate

On Thursday, October 21, 2021, at 8:30pm, Jeff LeBeck of REC. Inc. was contacted by the After-Hours Service regarding an emergency locate at 3865 Kipling St. for a new H2O main. Jeff contacted Nick Carlson (303-916-7881) of Diamond Contracting to verify fiber only needed to respond as stated on the locate ticket. Nick informed him that there was damage to the fiber conduit and confirmed it was only fiber they needed to respond. Jeff cleared Northwest Lakewood Sanitation District. No further action is needed at this time.

Total time on this issue: Jeff LeBeck -- .50hrs.

October 22, 2021

Location Unknown

Meter Leaking Water

On Friday, October 22, 2021, at 7:15pm, Ismael Gomez of REC. Inc. was contacted by the After-Hours Service regarding a homeowner who contacted Special District Management Services, who in turn contacted the After-Hours Service, regarding a meter that was spewing water at the residence. The homeowner did not leave a name or an address, only a phone number. Ismael called the phone number provided, reached the voice mail, and left a message with his phone number for a return call. Ismael did not receive a return call and cleared Northwest Lakewood Sanitation District. No further action is needed at this time.

Total time on this issue: Ismael Gomez -- .50hrs.

October 24, 2021
11557 W. 38th Pl.
Emergency Locate

On Sunday, October 24, 2021, at 11:30pm, Ismael Gomez of REC. Inc. was contacted by the After-Hours Service regarding an emergency locate at 11557 W. 38th Pl. for an H2O main repair. Ismael determined this address to be out of district for Northwest Lakewood Sanitation District and contacted Tony Sorenson (720-417-5945) of Consolidated Mutual Water and informed him of this. Ismael cleared Northwest Lakewood Sanitation District. No further action is needed at this time.

Total time on this issue: Ismael Gomez -- .50hrs.

October 30, 2021
W. 32nd Ave. & Hillside Dr.
Emergency Locate

On Saturday, October 30, 2021, at 7:05am, Jeff LeBeck of REC. Inc. was contacted by the After-Hours Service regarding an emergency locate at W. 32nd Ave. & Hillside Dr. for an H2O main/service repair/replacement. Jeff contacted Dylan Davis (720-989-3808) of Odin Services to get more information about the work to be performed and it was determined the leaking water main was in a new subdivision and the utilities have yet to be accepted by the District. Due to this, an onsite response was not needed. No further action is needed at this time.

Total time on this issue: Jeff LeBeck -- .50hrs.

October 30, 2021
3259 Swadley St.
Emergency Locate

On Saturday, October 30, 2021, at 10:30pm, Jeff LeBeck of REC. Inc. was contacted by Colorado 811 via email regarding an emergency locate at 3259 Swadley St. for an H2O main repair. Jeff arrived on site, marked the sanitary sewer main and 2 services, went over these locates with Tom (303-551-2946) of Consolidated Mutual Water, and departed the site. No further action is needed at this time.

Total time on this issue: Jeff LeBeck – 2.0hrs.

October 31, 2021

678 Garrison St.

Possible Sanitary Sewer Issue

On Sunday, October 31, 2021, at 7:05pm, Jeff LeBeck of REC. Inc. was contacted by the After-Hours Service regarding a possible sanitary sewer issue at 678 Garrison St. The initial information given was incomplete and after several phone calls Jeff spoke with Stephanie (303-980-7300) of Special District Management Services and was able to get the address for this issue, but a name or phone number for this caller was unavailable. It was determined this address was out of district and Jeff cleared Northwest Lakewood Sanitation District. No further action is needed at this time.

Total time on this issue: Jeff LeBeck -- .50hrs.

**Northwest Lakewood Sanitation District
Engineering Report
November 16, 2021**

2021 - Approximate Linear Footage

- 151,393 LF total
- 110,286 LF in Zone C (jetting/Televising) Excludes footages for Accel maint. **6,783 LF** Roots, minerals.
- 36,469 LF of accelerated maintenance outside Zone C (Jet and CCTV)
- 3,341 LF of root cuts with CCTV outside Zone C
- 1,297 LF of mineral cleaning with CCTV outside Zone C

Signed contracts were received from Insituform on September 9, 2021, and the District has execute them. A scheduling a pre-construction meeting and Notice to Proceed are in process. 1) Signed contracts were received from Insituform on September 22, 2021. 2) REC Moffat reads were received on October 4, 2021. 3) A pre-con meeting is tentatively scheduled the week of October 26th with NTP on November 1st. Insituform is aware of the need for three lines to be completed by December 29, 2021, and then they expect to start the rest of the lining in January of 2022. 4) Martin/Martin has followed up with CDOT but still do not have an update on the permits that were applied for on September 8th. Comments from City of Lakewood were finally received Oct. 20 and simply a re-arrangement of City projects separated from Wheat Ridge and JeffCo has been requested.

UPDATE: 1) CCTV from REC for the District will be ready by the end of the year. M/M will start reviews in 2022.

1325 Normandy – Jim Skeen (303-809-0027) ADU addition to Single Family

Coordination took place as to needed plan review and ADU requiring an additional tap connection fee.

UPDATE: The proof of submission was received on October 22 and was returned to the Owner with an availability letter on October 25th.

3400 Pierson St. – Prospect Valley Elementary

The Districts 10" mainline that runs across the School's property within and easement, needs to be relocated to accommodate plans for a new school. The line appears to have an option to relocate west along the south roadway to Quail and replace Quail north to the end of the cul-de-sac. Survey by the School is underway and M/M is to coordinate understanding flow values anticipated down the new line in Quail. The site planning for the replacement school is beginning and Martin/Martin is reviewing this effort. A meeting was held on November 13th to discuss sanitary re-alignment that crosses the school parcel to Quail St. An agreement from District's Attorney was reviewed. Provided information to the design/JeffCo schools related to need for equivalent ability to transmit flow as exists with the two lines that exist (8" within School property and 10" down Quail). A 12" will be required from the point of intercept north on Quail to the end of the Cul-de Sac. We have addressed all questions to date asked by the School with exception of existing taps which we have the information available. District Details were also provided to the School's Engineer. 100% CDs were received on January 29, 2021 and are under review. Questions about the necessary requirements were received and answered on February 8, 2021. We understand that the deposit has not yet been received and thus response to the CD's will be held up until received. The agreement has been executed and MOA Architecture paid the deposit. A full review of plans was provided, and further coordination being provided. The plans should be fairly easy to complete. A question related to allowing more than one connection from the school needs to be considered. They currently show three individual 6" connections. Typically, only a single connection is allowed. The access gate on Amanda Weaver's property needs to be modified to accommodate changes to the School's fence and ROW. Revised plans were received and most



modification are complete and ready to go in terms of the new sanitary within Quail Street. The shifting of Amanda Weaver's Gate was reviewed and accepted as it should not affect the sanitary main. Contractor needs to schedule a pre-con meeting with all Authorities before construction can begin. An acceptance letter was sent to JVA on July 8, 2021. A pre-con meeting was held on September 2, 2021. A relocation agreement was also sent to the Developer for this effort. Coordination related to temp service for the School is being coordinated. 1) There are concerns about the temporary bypass that the school is proposing. There has been discussion with the District's Attorney as to what is needed for this approach. This approach was not included in the original plans that were approved in May. 2) RFI #19's response was received on October 8, 2021, and Martin/Martin informed the Developer that 25' easements need to be shown. The contractor will need to supply legal descriptions and exhibits for this temporary easement and an agreement is required between the District and JeffCo Schools.

UPDATE: 1) The temporary easement was sent to the District on October 19th and appears acceptable. The District's Attorney has drafted the easement agreement allowing a temporary line realignment. As part of the temp easement, the vacation of the existing easement will take place. 2) The sewer relocation agreement was received and is under review by the District. 3) A meeting was also held on November 2nd with the School to determine if they were going to use an oil minder monitor or oil interceptor for the bottom of an elevator.

Paramount Heights Shopping Center (10027 & 10033 W. 26th Ave.) – NWC 26th & Kipling – Golds Grocery

Second ALTA survey provided by Adam Radcliffe did not show the District's line along Kipling. M/M reviewed District's mainline video north of the site from 2017 on September 16, 2019, and the line appears to be operating normally. There are a few minor cracks and fractures. A meeting was held introducing the project to the District on Sept. 17, 2019. Requirements were outlined during the meeting. M/M and MEP are coordinating on sizing requirements for grease interceptor. The District has been contacted by the Developer indicating that the purchase of the center is close at hand and they want to understand process. M/M has coordinated with the Developer in relation to a Will Serve Letter based on a concept plan. The intent is a renovation of the existing building to which they anticipate 3- Grease interceptors being needed. Service lines are anticipated to extend and connect to the existing District mainline north of the property. A normal review process will take place. An availability letter was sent to City Feb. 10, 2020 per request Feb. 3, 2020. Additional coordination related to anticipated grease interceptor sizing has been on-going. They also desire to provide a private collector main from individual units then connect to the District Main to the east of the property. This needs to be considered. \$5K deposit has been received by District for reviews. Plans are in review and comments are anticipated to be provided the week of the 13th. Grease interceptor letter was sent to the Developer on April 22, 2020. Comments on the 100% drawings were sent on April 23, 2020, and the Developer sent updated drawings that addressed the comments along with a variance request letter on May 5, 2020. The variance request is attached asking to combine several services into a private collection line then connect to the District main at one location. A request to vacate the existing easement for the District main is also being requested in exchange for a new easement being Deeded to the District along the actual sanitary alignment (north of the previous easement). Received a letter from Consolidated Mutual regarding meter sizes on May 28, 2020. A conditional acceptance letter for the private main system to which the Board conditionally allowed has been provided. Completion of dedicated easement and vacation of NWLSD rights associated with the existing easement are underway. Ownership information has been requested. An acceptance letter was sent with conditional acceptance on June 17, 2020. There is a discrepancy with the benchmarks used in the survey which have been coordinated and completed for the vacation/dedication easements. There has been ongoing coordination with the District's attorney on the easement documents for the Developer. Vacation and final easement documents appear acceptable and just need to be executed and recorded. A preconstruction meeting is set up to begin installation of the private main. There has been ongoing coordination for the pre-construction meeting. The Developer is hoping to sign tenants and use existing sanitary services until spring when they would like to construct the private main. MM has asked that the developer provide fixture information to see if grease interceptors are needed prior to accepting reuse of existing connections. Also, water meter sizing will be required to verify connection fees. The developer and contractor contacted M/M related to grading operations on the site that would result in adding a foot of elevation



to existing Mh's adjacent to Kipling St. M/M informed them that the top barrel will need to be removed and a new 4' diameter 2' barrel added. This will replace current 18" riser and the new 12". The District's Attorney is working on a deposit agreement with OK 26 LLC. As this project is advancing to the next stage of construction and the Developer is trying to get all fees paid before January 2021. Coordination on tap sizes and connection fees is on-going. An additional \$2,500 in review fees is being requested by the District for any additional plan reviews that are needed for this project. Construction of Grease interceptors is about to begin this month. A concern over tap fees was brought to light by the Developer as they had estimated costs using an old 1993 version of fees on the web site. The District is working to update. RD Pipeline was on-site to excavate and shore for the grease interceptors as well as pour concrete for the MH connection. This was performed the week of January 25, 2021, and MM observed the construction. Tap fees are anticipated to be paid in the next couple weeks. MM created a summary of costs. REC has had issue with locates in this area by Bore Contractor that will not sign the acknowledgment notice. REC will make a note of this for the record. Because of the age of the building, some connections cannot be placed as planned and REC/MM will check to make sure that all connections are tied into the grease interceptor. The addresses for this subdivision have been consolidated to 10027 and 10033 West 26th Avenue. A grease questionnaire was sent to the Developer's engineer on October 7, 2021 so they can verify if the original 5,000 gallon Interceptor is actually needed for the tenant currently slated for one of the units.

UPDATE: The grease interceptor questionnaire was received on October 15, and it is their desire to not move forward with the grease interceptor. It appears acceptable for the 'Dog Biscuit' unit to use a grease trap. The District will monitor to verify the larger interceptor is not needed.

930 Alkire St. – Jetter Head Removal – Various Homeowners

On September 25th, 2018, the District's Attorney reached out to the homeowner at 930 Alkire St. for permanent sanitary sewer easement within the property. This easement along with temporary access/construction easements are being coordinated through the District's Attorney. M/M performed survey on the property on March 27, 2019. Laying out the requested easement and new manhole location. The idea moving forward is to leave the main and manhole in the garage, and to leave the service as is. A point excavation is required to put in the manhole and remove the hose. The easement needs are being coordinated by the attorney. The Board agreed to leave the manhole under the shed in place and functioning. The attorney is working on updating the easement. Proposed form of Easement Agreement was sent June 26, 2019 to M/M. It appears that there will not be any construction on Lucy Davitt's property. The District is going to leave the manhole in place that she currently discharges into. It appears the work will be done on the Willbanks' property and perhaps the property behind the Willbanks'. Entry was planned from what appears to be the North side of the Willbanks' property, farthest away from Lucy Davitt's property. M/M sent revised stamped easement to District's Attorney on August 1, 2019. M/M sent revised stamped easement to District's Attorney on August 28, 2019. District's attorney sent revised easement agreement to Chris Willbanks, the homeowner on September 4, 2019. M/M and Tim Flynn met with the current Owners (Trust) to discuss completion of an easement and location of the desired MH that must be constructed allowing removal of the Jet Nozzle. The owner also desires the line remain extended beneath the garage as they believe the new owners will eventually remove the garage allowing access. Revised sanitary sewer line easement agreement was sent on April 1, 2020 by Attorney. Estimate for new location of MH was provided that is below \$20,000 – T. Lowell. T. Lowell is prepared to accommodate installation of the MH between the two garages. The easement has been presented by the District and we are awaiting execution. There has been ongoing coordination regarding the easement agreement. The realtor/Owner does not want a permanent easement through the garages of the property but they are willing to have a manhole between the garages. No tap will be permitted until the manhole work and easement have been completed and the realtor has been made aware of this. A letter from the District's Attorney has been prepared to the Owner/Trust to try and get the construction underway. It appears the property is about to sell. Coordination is being accomplished by the District's Attorney to get the new MH access constructed. There has been ongoing coordination for the new MH; however, the Owner has not made a conclusion to date. An alternate concept for re-alignment is being requested to behind the garage. This concept will be difficult to accommodate as we prefer not to create a "kink" in the main and we still



need an access to the end of the mainline. Martin/Martin is arranging to try and locate the position of the MH beneath the Garage. A new Owner has moved into 930 Alkire. Martin/Martin's Structural department tried to locate the MH with GPR but was unsuccessful. The District's attorney is now coordinating to get on site to excavate the line. Prelim easement language was sent to the new Owner by the District's Attorney. GPR was performed by Martin/Martin on December 4, 2020, to find the MH and service. However, we were unable to locate the structure. In discussion with the new Owner, construction of the MH between garages or simply open the pipe and then repair after pulling the hose needs to progress. M/M has created an easement land description and exhibit that was suggested by M/M. However, this may need to be modified to an acceptable width per the Owners if negotiated. Lucy Devitt is at 905 Zinnia and has asked about the project. T. Lowell has the availability to work on this project (as of January 26, 2021). M/M provided an initial easement for the property. A revision is being provided to accommodate desires of the landowner at 930 Alkire. M/M is modifying the easement for the landowner. 1) The JeffCo Cert. form of Water and Sewer Availability was requested by the Developer (South) on April 7th, the form along with an availability letter was returned on April 9, 2021. 2) On April 14, 2021, Lucy Devitt at 905 Zinnia was having potential backing up issues. While there was concern about the Jet Head, it was found that paper towels were hung up on roots causing the plug. REC went out within a couple of hours to CCTV the service line using Elite. The easements for 930 Alkire and the property to the south have been modified by Martin/Martin for the Owner to work with District's Attorney for execution to construct the MH and extract the jet head. The service for Lucy Devitt had to be cleaned due to paper towels being flushed down the pipes. However, the issues have been resolved. The District assisted (manager/REC) in order to have the line televised. The blockage prevented the full line televising, but Ms. Devitt indicated she will allow another televising so we might find the connection point to the mainline. Also, she is willing to grant a temporary and full easement to her property for access to construct the new MH. 1) REC and the District Manager met Elite Pipe at Lucy's house on May 25, 2021 and identified the line REC put flags on the line and Elite painted the ground. The lateral actually goes toward the NW corner of her lot and then veers underneath her fence and is underneath the corner of her neighbor's yard before connecting to the main right between the two garages at 930 Alkire at about the spot we anticipate the new manhole. 2) The revised sewer line easement was received on May 24, 2021. An easement and easement agreement were prepared by MM and sent by the District's Attorney to Angela Roy and Daniel Hosler for execution on May 24, 2021. T. Lowell is ready to perform a field visit to verify construction of the MH. A field visit was performed on July 16, 2021 to schedule a locate finding the main. MM and T. Lowell received the easement was received on June 30, 2021. As the duplex construction delayed the locates by 2 weeks, T. Lowell has limited time to try and help on the project. M/M has met with Diamond Contracting to see if they could get into the main sooner. Diamond is pushed out until early to mid-August for this work but did meet with MM on site on July 22nd to discuss the project. We are checking with other potential contractors to get this work complete. 5280 Pipeline was contacted to propose on this project. This is the utility contractor for the Duplex. When costs are received and if acceptable, MM will coordinate with Tim for a contractor agreement to proceed.

UPDATE: The proposal from 5280 Pipeline came in on November 1st but came in higher than anticipated (\$38,750) compared to the previous value of \$18,800. The developer has been told that due to their delaying the district access to the MH site, that they would need to either work with their utility contractor to reduce the price or pay the difference. The appeared acceptable but we await final ok to get the District contract going.

2100 Youngfield – Land Use

M/M received plans for a proposed Long-Term Temporary Use for surface parking development on December 7, 2018. An acceptance letter was sent to the City of Lakewood on December 17, 2018. M/M received proposal on June 26, 2019 and provided response on June 27, 2019. There appears to be a MH in the middle of the site but it doesn't appear they are planning to use it. TJC contacted M/M to get info on review process and get checklists, details, and paperwork. Developer is working on agreements. M/M requested a \$15,000 deposit, provided TJC with details and most of the District common notes, and stated that an easement agreement, extension



agreement and locates will be required. TJC Limited requested the necessary paperwork to set up escrow and agreements and they are ready to start submitting design plans. M/M sent the Developer an invoice for the required deposit on December 12, 2019. Sanitary utilities map was sent to the contractor and suggested that they verify line sizes. A flow study is being required based on volume anticipated to be contributed and potential of 6" line existing. Legal exhibit, easement, title commitment, and plat were sent to the Attorney on June 9, 2020. Sanitary plans were received and appear acceptable. The developer has also requested a vacation of existing easement as it no longer is necessary to serve the District. A stamped easement and exhibit were received from the Developer on July 9, 2020. A flow study has been completed and is acceptable. The Attorney has prepared a sewer line easement and extension agreement and we are awaiting Developer. An availability letter was provided for each building (5) for submission to the City. The contractor notified MM that they found a MH in the middle of their parcel. Research confirmed this to be a MH on the segment to the East roadway. The solution is that they will cap the main at the property line so if a service is live on the line it will not be affected. The one service on the line does not appear live and we will ultimately verify no connection. Plans were received on January 15, 2021 for review. The Contractor was informed that they will also need to hold a pre-construction meeting before work begins and after plans are reviewed and appear acceptable. Utility submittals were received on January 19, 2021 and are under review. Work has progressed. Comments were received from the submittal and there were issues with the grading, this has been resolved. The Contract estimates that the sanitary work will begin in early May 2021. Coordination with the developer on timing and review of the mainline extension was provided. A list of all required items for conditional approval was conveyed to the Developer on May 13, 2021. MM visited the sight and spoke with the Superintendent on June 2, 2021 reminding them about the need to abandon the center MH and cap the abandoned service line at the property line. MM inspected the air testing on July 9, 2021. Construction continues. Work has picked back up and air testing is being re-tested and connections are being completed. The site passed air testing on September 17, 2021. Outstanding items include: PLS stamped as-built drawings, tracer wire testing, M/M to witness the abandonment of existing lines, and CCTV of the sanitary lines after jetting. Taps should not be sold until conditional acceptance of the sanitary extension.

UPDATE: Compaction reports and photos of the abandoned manhole and capped sanitary line still need to be received from the Contractor to initiate conditional acceptance.

12599 W 27th Ave – New Dewatering Building – Consolidated Mutual Water

M/M received plans for a new proposed dewatering building on November 15, 2018. M/M received the plumbing plans for a new proposed dewatering building on November 21, 2018. Tap fees appear to be up to date as long as a single service to their treatment and maintenance buildings is ok. Service fees are more difficult to identify. A metering manhole could be installed in the future. Has requested tap application for ¾" service to new solids building. On-going coordination is taking place for flow values contributed over the years without service fees. M/M received interceptor sizing calculations and design drawings for the Consolidated Mutual sanitary service lines on August 19, 2019 and corrected documents were received August 20, 2019. M/M is reviewing. M/M provided review letter for sand interceptor on September 9, 2019. Flow data and lab results were received from REC on July 29, 2021. M/M is in process of evaluating the data to translate the information into a single family equivalent SFE in order for billing to take place. MM has evaluated flows and have a couple alternatives of calculation for the finalizing of SFRE for the facility. This will be coordinated with Consolidated, and a final recommendation made. Thanks

UPDATE: 2020 and 2021 fees were invoiced and sent to CMW on October 25, 2021. CMW will be added to the District's regular billing and 2022 will be billed in January. Martn/Martin has evaluated the Water Treatment building and will bring a consensus SFRE value to the Board in December.



2650 Simms Street – Single Family with desire to add an ADU on the property – John Bauer

M/M provided Mr. Bauer with the process to accommodate an ADU. GIS mapping was provided to show potential mains they can connect to.

UPDATE: A variance request was accepted by the Board on October 27th and the District's Attorney will prepare a common service line agreement for this property.

2419 Ward – Dave Coggeshall (303) 917-5230 (Cell) Or (303) 777-0894 (Office)

Coordination took place as to plan review and ADU requiring an additional tap connection fee was coordinated by District manager.

UPDATE: None

9775 West 25th Avenue – New Single-Family Home – Ron Martinez

The owner plans on building a new, single-family home on this property. A letter of availability was sent on October 4, 2021. May need to run service in street or create an easement from the next-door lot for his service.

UPDATE: None

2149 Ward Dr. – New Single-Family Home – Michael Beasley

The Owner is demolishing an existing home and rebuilding a new single-family home on the property. An availability letter was sent on August 30, 2021.

UPDATE: None

12601 W. 32nd Ave. (Applewood Shopping Center) – New Oil Change Facility

The City received an application for an SDP of this site to become a new oil change facility. An availability letter was sent on September 2, 2021.

UPDATE: None

3357 Ward Road - Vic Tranberg (Tranberg & Co.)

The builder was looking to start construction on August 6, 2021. They were informed that the need to purchase the tap, pay all fees, and have plans reviewed before any form of acceptance would be granted. Ready to begin by paying tap and connecting.

UPDATE: None

3015 Youngfield Street – Ice Cream Shop - Diana Mendez (Old Dairy Queen)

The property, which is an old Dairy Queen, and is being converted into a new bakery ice cream shop. The new owner has reached out to the District for the rules and regulations in place. She was informed that the site will require a grease trap and the questionnaire for grease interceptor was sent. The Owner does not plan on having the ice cream made on-site, the dishes will be disposable, and they plan on having 50-100 customers per day. An under sink trap is anticipated and they will submit a calculation for review.

UPDATE: None

2259 Kipling St. – 3-unit Townhome referral

City of Lakewood sent a referral letter request September 15, 2020. M/M will address following review. The Developer is going to tie into the existing mainline within Kipling and plans are being updated to reflect this change. REC checked depths of MH's to verify if this is feasible. The decision is based on a lack of easement area to the west for a mainline extension. REC created a map showing the depths of the MHs on May 13, 2021. This information was shown to the developer.

UPDATE: None



Miscellaneous

- 2022 Flow Projections were sent to Metro 4/19/21. Metro 2022 budget was received on May 4, 2021.
- REC has found several MH's in Jefferson County streets that have been buried. This is around Quarter Section Sheet D1. M/M is checking into this.
- M/M Finalized the past two 6-month periods for billing Moffat Treatment Facility
- A meeting is being coordinated with Denver Water to discuss the Moffat Meter "becoming obsolete." The meeting took place October 7, 2021, and the concept appears reasonable to replace the meter. DWD will provide monthly readings to the District from SCADA data. Calibration can be coordinated once per year with REC and DWD. With Board approval, DWD will proceed at their cost. A minor amendment to the IGA will be needed per Tim.
Moffat reads for October were received on November 4th. An IGA amendment between the District and Denver Water was prepared by the District's attorney on November 9th and has been reviewed. The amendment addresses the new Moffat flow meter.
- **The City of Lakewood is limiting lane closures for the holiday season from November 19th to January 10th. Major roadways must remain open from 7am to 10pm and permits will not be granted for any work except for emergency repairs on a case-by-case basis.**

METRO WATER RECOVERY

Operations Committee Meeting

Agenda

November 2, 2021

11:30 a.m.

Boardroom

Administration Building

Roll Call

Public Comment

Action Items

There are none.

Information Items

Tab No.

1. Suncor Energy USA Inc., Refinery Groundwater Contamination on Robert W. Hite Treatment Facility Site (O/F/E)
2. Cogeneration Equipment Replacement (PAR 1395) – Request for Selection Committee Members (O/F/E) 1
3. Update to *Metro Water Recovery's Rules and Regulations Governing the Operation, Use, and Services of the System* (O/F/E) 2
4. Emerging Issues – Issue 3 (O/F/E) 3
5. Status of Capital Improvement Projects Report (O/F/E) 4
6. Current Activities/Operational Performance Report (O/F/E) 5
7. Financial Reports (O/F/E) 6
8. Upcoming Events (O/F/E) (*Separate Attachment*)
9. 2022 Board and Standing Committees Meeting Calendar (O/F/E) (*Separate Attachment*)
10. Metro Water Recovery Year-End Report – Update on Strategic Goals (O/F/E) 7
11. Direct Reports Year-End Report – Update on Personal Objectives (O/F/E) 8
12. Performance Appraisal for the Board of Directors Direct Reports (*This discussion will be held in executive session*) (O/F) 9
 - Chief Executive Officer
 - General Counsel

METRO WATER RECOVERY

MEMORANDUM

TO: Mickey Conway, Chief Executive Officer **DATE:** October 14, 2021

FROM: Mitchell A. Costanzo, Deputy CEO/Director of Engineering
Matthew Duncan, Senior Treatment Plant Engineering Manager
A.D. Norford, Principal Engineer (Metro Project Manager)

RE: Cogeneration Equipment Replacement Project (PAR 1395)
Designation of Selection Committee Members

MANAGEMENT RECOMMENDATION

We recommend the Executive Committee designate three Directors to serve on a Selection Committee to select a consulting engineering firm (Consultant) to perform engineering services for the Cogeneration Equipment Replacement Project (PAR 1395) (Project). Interviews will be held and a Consultant selected on December 15, 2021. Directors interested in serving on the Selection Committee are asked to notify their Standing Committee Chair prior to the November 9, 2021 Executive Committee meeting.

SUMMARY

Metro Water Recovery has operated a combined heat and power (CHP) cogeneration facility (Cogen Facility) at the Robert W. Hite Treatment Facility (RWHTF) fueled by digester gas since 1984. The Cogen Facility was upgraded from reciprocating internal combustion engine generators to turbine engine generators in 2001. Metro contracts with a third-party vendor, ENGIE North America (Engie), to operate and maintain the Cogen Facility. Since the Cogen Facility has aged beyond its useful life and has become increasingly difficult to operate and maintain in its current condition, Metro initiated a study to evaluate upgrading the existing Cogen Facility CHP system against converting to a Renewable Natural Gas (RNG) system. Metro's study concluded moving to an RNG system provided the best option. Metro is now ready to design and install a replacement RNG system. The replacement RNG system will need to be installed and commissioned before the end of the contract with Engie.

Metro Water Recovery requires the experience of qualified consultants to evaluate and design the modifications necessary for the RNG system at the RWHTF and needs to select a Consultant to perform preliminary design and assist in contractor selection for a [Construction Manager-At-Risk](#) (CMAR) agreement and final design services for this Project. Metro requires three members from the Board of Directors to serve on the Consultant Selection Committee.

BACKGROUND

Metro Water Recovery has beneficially used biogas produced in the digestion process as a fuel source for the Cogen Facility's CHP system since 1984. The original Cogen Facility installation was comprised of four Cooper-Superior 1,000 horsepower internal combustion reciprocating engine generators. The original engines were operated and maintained by Metro. The system was upgraded in 2001 to include two Solar Centaur 40 turbine engine generators with all operation and maintenance (O&M) services being performed by a third-party (Engie). The current turbine engine generators in the Cogen Facility produce roughly five megawatts of electricity and the

majority of the heat needed for the digestion process and for several buildings near the Cogen Facility.

CHP was the industry standard for biogas utilization for decades, with Metro Water Recovery's RWHTF being one of the earliest implementations in the United States. Recently, biogas upgraded to RNG has become more prevalent due to federal incentives available under the Renewable Fuel Standard (RFS) program created under the Energy Policy Act of 2005.

The 2018 Facility Plan recommended a Biogas Utilization Study (Study) be performed. Metro Water Recovery initiated the Study in early 2021 to evaluate the best use of biogas. The Study evaluated two alternatives—an upgraded CHP system using two Solar Mercury 50 turbine engine generators and an RNG system ultimately injecting into Xcel Energy's (Xcel) pipeline using a water wash gas conditioning system. The two alternatives were evaluated on the criteria of capital cost, economic lifecycle cost, air emissions, complexity of operations and maintenance, constructability and sequencing, future site flexibility, plant heat balance, greenhouse gas emission balance, and flexibility to adapt to future changes in financial, environmental, and regulatory factors and requirements. The Study concluded moving to an RNG system provided the best option. Based on the recommendation of the Study to pursue RNG for pipeline injection, Metro is now ready to design and install a replacement RNG system which uses the biogas and addresses the loss of process and building heat currently produced by CHP.

JUSTIFICATION FOR BOARD ACTION

The existing Cogen Facility is reaching the end of its useful life. The agreement with Engie to provide O&M services for the existing Cogen Facility is set to expire at the end of 2023, with an option to extend the contract an additional year. The Study determined the most favorable path forward is converting to an RNG system, ultimately injecting Metro Water Recovery's biogas into Xcel's pipeline. Metro requires the help of a Consultant to design the needed improvements for converting to an RNG system, generally including:

1. **Biogas Conditioning System:** A pretreatment system which removes high concentrations of hydrogen sulfide (H₂S); a water wash system which uses a "wet" two-stage process to remove siloxanes, volatile organic compounds, carbon dioxide (CO₂), and the remaining H₂S; a thermal swing absorption dryer to remove moisture; and compression of the conditioned biogas to 170 pounds per square inch gauge (psig) for injection into Xcel's pipeline.
2. **Pipeline Injection Interconnection:** Coordinate location, utilities, and logistics required for an Xcel-provided interconnection facility.
3. **Hot Water System (HWS) Improvements:** Design new mechanical facility to replace the existing HWS in the Cogen Facility. This will include boilers, hot water pumps, piping, and required appurtenances with considerations for inclusion of future effluent heat recovery systems to beneficially reuse the thermal energy in effluent and provide some reduction of effluent temperature.
4. **Site Improvements:** Civil construction and site preparation for the gas conditioning system, Xcel's interconnection facility, and the HWS improvements. Site utility upgrades and improvements. Site restoration associated with utility upgrades.
5. **Electrical Improvements:** All needed electrical improvements and upgrades for gas conditioning, interconnection, and mechanical HWS facilities.

6. Demolition of Existing Systems: Demolition of the Cogen Facility, including but not limited to the existing gas compressors, reciprocating and turbine engines, hot water system piping and appurtenances, and electrical gear and appurtenances.

The selected Consultant will perform preliminary design services, assist Metro Water Recovery with the procurement of a CMAR Contractor, perform final design services, and assist with the Colorado Department of Public Health and Environment (CDPHE) and Commerce City permitting. Based on successful performance during these phases, the Consultant will also be responsible for engineering services during construction.

On October 5, 2021, Metro Water Recovery issued a Request for Proposals (RFP) for consulting services for the Project. Proposals will be received from Consultants on November 18, 2021, and Metro staff will shortlist no more than three firms by November 23, 2021. The selected firms will be invited for presentations and interviews on December 15, 2021.

Metro Water Recovery's [Purchasing and Contracting Policies](#) require the Consultant selection be made by a committee of Metro staff and Directors as the estimated costs for Consultant services are greater than \$1.5 million. Three members from the Board of Directors are needed to serve on the Consultant Selection Committee.

Interview Schedule

Three presentation/interviews are anticipated and will be conducted on December 15, 2021 in the Boardroom at RWHTF, with the following tentative schedule:

7:00 a.m. - 8:00 a.m.	Review Project Scope with Selection Committee and breakfast
8:00 a.m. - 8:45 a.m.	Consultant 1
8:45 a.m. - 9:00 a.m.	Consultant 1 Discussion
9:00 a.m. - 9:45 a.m.	Consultant 2
9:45 a.m. - 10:00 a.m.	Consultant 2 Discussion
10:00 a.m. - 10:45 a.m.	Consultant 3 (If needed)
10:45 a.m. - 11:30 a.m.	Consultant 3 Discussion and Consultant Ranking

Following the last presentation/interview, each Selection Committee member will rank the three Consultants in order of preference. The Selection Committee will then come to a consensus on the ranking, and Directors on the Selection Committee will instruct Metro Water Recovery staff to negotiate an agreement with the highest-ranked Consultant.

CONTRACT INFORMATION

After negotiating an agreement (scope of work and fees) with the highest-ranked Consultant, Metro Water Recovery staff will request the Board of Directors authorize the Chief Executive Officer to enter into a standard Professional Services Agreement with that Consultant.

FINANCIAL IMPACTS

The [Ten-Year Capital Expenditure Schedule](#) used to prepare the cash flow schedule for the 2022 Adopted Budget includes \$37 million for this project.

METRO WATER RECOVERY

MEMORANDUM

TO: Mickey Conway, Chief Executive Officer **DATE:** October 19, 2021

FROM: Emily Jackson, General Counsel
Jennifer Robinett, Director of Environmental Services
Ridge Dorsey, Senior Pretreatment and Sampling Manager

RE: Proposed Amendments to the *Rules and Regulations* Section 6

This information is being presented as an Information Item at the November Standing Committee meetings and will be an Action Item for consideration by the Board of Directors in December 2021.

RECOMMENDATION

In December 2021, Metro Water Recovery staff will recommend the Board of Directors adopt the amendments to the *Metro Water Recovery Rules and Regulations Governing the Operation, Use, and Services of the System (Rules and Regulations or Rules)* as shown redlined in the attached *Rules and Regulations*. These amendments include adding provisions to address the recently promulgated Technologically Enhanced Naturally Occurring Radioactive Material (TENORM) regulations; clarifying existing language, and better aligning language with current Metro implementation practices including full implementation of the pretreatment program throughout the service area; and revising existing language to address comments received from the U.S. Environmental Protection Agency (EPA) Region 8 Pretreatment Coordinator.

SUMMARY

Metro Water Recovery had a National Pollutant Discharge Elimination System (NPDES) (e.g. Colorado Discharge Permit System “CDPS”) permit renewal for its Robert W. Hite Treatment Facility (RWHTF) in 2018. This renewal included a requirement from the EPA for Metro to develop technically based local limits by July 1, 2020. Metro staff presented the proposed amendments, limited to specific pretreatment provisions in Section 6 of the [Rules and Regulations](#), as an Information Item at the April 2020 Standing Committee meetings and presented the same as an Action Item during the Board of Directors May 2020 meeting cycle, noting the next step in the process would be to submit the amendments to EPA for its official review, comment, and approval.

Since Board approval in May 2020, staff worked directly with the EPA to address its comments and presents the updated revisions to the *Rules and Regulations*, which the EPA unofficially communicated as “approvable.” Following Board approval of the updated revisions, the EPA will officially publish a public notice and after the comment period it should approve the *Rules* as a substantial modification to Metro Water Recovery’s Pretreatment Program.

BACKGROUND

The *Rules and Regulations* govern the operation, use, and services of Metro Water Recovery’s system and were first issued in March 1971. The establishment and enforcement of the *Rules* are authorized by the Metropolitan Sewage Disposal Act and are requirements in Metro’s service contracts with its Connectors as well as the federal Industrial Pretreatment Program framework.

Throughout the years, a number of amendments and revisions to the *Rules and Regulations* have been approved by the Board of Directors, typically based on recommendations from Metro Water Recovery staff. Any amendments or revisions to the *Rules* must be approved by the Board, and revisions to certain Sections within the *Rules* must be approved by the EPA to meet the requirements of Metro's EPA-approved Industrial Pretreatment Program (IPP). Changes proposed with these amendments include required updates of *Rules* Section 6.18.1 Metro's Limitations (local limits) and Sections 6.3-6.11 pertaining to the pretreatment program.

To develop the proposed amendments, Metro Water Recovery conducted a technical evaluation of local limits beginning with planning in 2018, then conducted significant sampling and data collection in 2019, and concluded with a detailed technical evaluation of the data in 2020. Procedures for the technical evaluation followed the EPA's guidance to assure the limits are protective of both the RWHTF and Northern Treatment Plant (NTP). Other changes to the *Rules and Regulations* are intended to clarify and refine existing language to benefit Metro's implementation of the IPP.

JUSTIFICATION FOR BOARD

Amendments must be made to the *Rules and Regulations* to meet discharge permit requirements and continue to fully implement Metro Water Recovery's IPP. Board approval is required before the EPA can officially approve the changes to Metro's IPP.

The notes below summarize the material revisions and amendments presented for consideration and approval by the Board of Directors, as recommended by staff. The EPA has communicated its support of the following amendments and has deemed them "approvable."

Section 6 – Pretreatment Program

Sections 6.3-6.11

Under the federal pretreatment program Metro Water Recovery has the responsibility to serve as the control authority and fully implement the federal pretreatment program within its service area. Sections 6.3-6.11 of the *Rules and Regulations* are outdated and likely are holdover provisions which existed prior to promulgation of the federal pretreatment program. Members and Connectors have had and continue to have the ability to take actions to control discharges from industrial facilities within their communities in addition to and consistent with Metro's pretreatment program. These provisions are no longer needed because of Metro's independent obligations under the federal program so they will be removed and marked as "RESERVED."

Nothing will change for Connectors. No new obligations or duties will arise because of these amendments. Additionally, these amendments will not prevent Connectors from taking independent voluntary action to control nondomestic facilities in their service areas. Metro Water Recovery communicated the proposed revisions to all Members and Connectors in Issue 5 of the "The Connector" quarterly newsletter.

Section 6.18 SPECIFIC DISCHARGE LIMITATIONS

6.14. Prohibited Discharges.

Section 6.14.24. is added to incorporate a prohibition of technologically enhanced naturally occurring radioactive materials (TENORM). Regulations issued by the state of Colorado require wastewater treatment plants accept these materials to implement a radiation control program. This prohibition

excludes acceptance of these materials and the need for additional regulatory staff related to TENORM.

6.18.1. Metro Water Recovery Limitations.

Section 6.18.1. as revised, now reflects comments made by the EPA. The EPA required Metro Water Recovery to revise the applicability statement in 6.18.1; provide technical details related to the allocation of pollutants in the RWHTF and NTP service areas, and adjust numeric formatting. It was also recommended, based on the local limit technical evaluation, limits be referred to as “*Daily Maximum Limit*,”

[Note: Section 6 will also include style guide changes that will not be redlined.]

FINANCIAL IMPACTS

There are currently no anticipated ramifications to Metro Water Recovery’s budget related to this recommendation. The proposed change in the local limits may result in an industrial user having to install pretreatment to achieve compliance with the more stringent pollutant limitations. An evaluation of sampling data from existing industrial user dischargers did not show any facility’s routine discharges in non-compliance with the new local limits.

SECTION 6

PRETREATMENT PROGRAM

6.1. GENERAL

The Pretreatment Program of Metro Water Recovery is designed to enable Metro to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code [U.S.C.] Section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part 403), conditions of its National Pollutant Discharge Elimination System (NPDES) Permits or Colorado Discharge Pollutant System (CDPS) Permits, as applicable, Operating Permit (Air), and any other permit and applicable sludge disposal regulations, and to meet the following objectives:

1. To prevent the introduction of Pollutants into the Metro System which will interfere with the operation of The Metro System or contaminate the sludge.
2. To prevent the introduction of Pollutants into the Metro System which will Pass Through the Metro System, inadequately treated, into the receiving waters or the atmosphere, or otherwise be incompatible with the Publicly Owned Treatment Works.
3. To prevent the introduction of Pollutants into the Metro System which might constitute a hazard to humans or to animals.
4. To ensure Metro's ability to recycle and reclaim Wastewater and sludge.
5. To enable Metro to comply with its NPDES or CDPS permit conditions, sludge use and disposal requirements, and any other applicable federal or state laws.

6.2. APPLICABILITY

Any Industrial User, the Sewage or Wastewater from which directly or indirectly enters or has the potential to enter the Metro System from areas within or without the boundaries of Metro, shall be bound by these *Rules and Regulations*, Section 5, and this Section 6 as they now exist or may hereafter be amended. These *Rules and Regulations* may be enforced against any Industrial User.

6.3. ~~COMPLIANCE WITH PROGRAM IMPLEMENTATION REQUIREMENTS RESERVED~~

~~Where Pretreatment Program responsibilities are not delegated to Metro Water Recovery, the Connector or Contracting Municipality must design and administer a Pretreatment Program which is in accordance with Section 6 and will enable Metro to comply with all pretreatment and effluent limitation conditions of its NPDES or CDPS Permit, Federal Pretreatment Regulations, State Pretreatment Regulations, and applicable sludge disposal and air regulations. Where Pretreatment responsibilities have been delegated to Metro, Metro is required to design and administer its Pretreatment Program in accordance with this Section. Any Connector or Contracting Municipality which has delegated Pretreatment Program responsibilities to Metro must demonstrate, to Metro's satisfaction, compliance with this Section 6 prior to resuming any responsibilities of Metro's Pretreatment Program.~~

~~Each Connector or Contracting Municipality, or Metro Water Recovery, where Pretreatment Program authority has been delegated by the Connector or Contracting Municipality, will cause all Sewage at any time discharged directly or indirectly into the Metro System by it or on its behalf, to comply with any requirements of Metro. In all cases where the application or the enforcement of said requirements involve technical or scientific analyses or determinations, Metro shall have final authority as to methods, standards, criteria, significance, evaluation, and interpretation of such analyses and determinations. Each Connector or Contracting Municipality will permit no new connections and will discontinue existing public connections and will require the discontinuance of existing private connections to its Municipal Sewer System or to the Metro System which allow entrance therein of such Sewage as will cause the discharge at any time into its Municipal Sewer System or the Metro System that does not comply with said requirements of Metro.~~

~~**6.4.1. Ordinance/Resolution**~~

~~**6.5. PROGRAM PROCEDURE REQUIREMENTS**~~RESERVED

~~**6.5.1. General**~~

~~**6.6. EXTRA-JURISDICTIONAL INDUSTRIAL USERS**~~RESERVED

~~Except where delegated to Metro Water Recovery, each Connector or Contracting Municipality shall have the responsibility for those Industrial Users located outside its corporate limits which discharge industrial Wastewater directly into its Municipal Sewer System. Each extra-jurisdictional Industrial User shall be subject to an ordinance, resolution, or equivalent source of legal authority which contains 40 CFR §403.8(f)(1) minimum legal authorities and all legal provisions mandated by these *Rules and Regulations*. Each extra-jurisdictional Industrial User shall also be subject to all Requirements of Metro's Pretreatment Program.~~

~~**6.7. EXEMPTIONS**~~RESERVED

~~A Connector or Contracting Municipality administering a Pretreatment Program, separate from that of Metro Water Recovery, which has been approved by the Approval Authority in accordance with §403.11 of the Federal Pretreatment Regulations, may be exempted from compliance with certain provisions of this Section 6, as determined by Metro.~~

~~**6.8. PROGRAM REVIEW**~~RESERVED

~~Where a Connector or Contracting Municipality performs any responsibilities of Metro Water Recovery's Pretreatment Program, Metro shall review Municipal ordinances and amendments thereof for conformance to 40 CFR §403.8(f)(1) Pretreatment Requirements for minimum legal authorities and for the inclusion of all other legal provisions mandated by these *Rules and Regulations*. Metro shall participate in all enforcement efforts of Municipalities to ascertain whether Metro's approved Pretreatment Standards and Requirements are being diligently enforced.~~

~~**6.9.1. Emergency Remedies**~~

~~**6.10. PROGRAM PREEMPTION**~~RESERVED

~~Where Metro Water Recovery preempts a Connector or Contracting Municipality in the execution of Pretreatment Program responsibilities, Metro shall directly enforce National Pretreatment Standards and Requirements, including Categorical Standards, and the provisions of Section 6 of these *Rules and Regulations* against the Industrial Users located within the service area of the Connector or Contracting Municipality. All industrial self-monitoring reports, including those required under 40 CFR §403.12, must be conveyed directly to Metro. Moreover, Metro shall carry out all inspection and sampling activities necessary to monitor compliance with Pretreatment Standards and Requirements. Where Program preemption occurs, Metro shall have the right to~~

| ~~seek injunctive relief against the Connector or Contracting Municipality and any Industrial User in~~

6.11. PROGRAM DELEGATION ~~RESERVED~~

~~Any Connector or Contracting Municipality may enter into an agreement delegating some or all technical and administrative procedures necessary to implement Metro Water Recovery's approved Pretreatment Program to Metro. These procedures may include, among others, updating the industrial waste survey, providing technical services relating to the issuance and review of industrial waste discharge permits, inspecting and monitoring industrial waste discharges, waste discharge facilities and operations of permittees, and providing technical assistance for local enforcement actions. The procedures do not include surcharge programs, grease trap/sand trap programs, or other similarly established local programs that are not part of Metro's approved Pretreatment Program, unless specifically identified in a delegation agreement. Where Program delegation occurs, the delegation agreement may contain provisions for Metro to recover the costs incurred by Metro in conjunction with the administration of the Program on behalf of the Connector or Contracting Municipality.~~

6.12. METRO WATER RECOVERY MONITORING / RIGHT TO INSPECT

For the purpose of determining the quantity, quality, and other characteristics of any Sewage which shall be or may be delivered and discharged into the Metro System by a Connector or Contracting Municipality, or into the Municipal Sewer System by any Industrial User, Metro Water Recovery shall have the right at all reasonable times to enter and to inspect the Municipal Sewer System or any industrial or commercial installations connected thereto or any other connections which contribute or have a potential to contribute Sewage or wastes to the Municipal Sewer System and to inspect and copy records, to take samples and to make tests, measurements, and analyses of Sewage or other wastes in, entering, or with a potential to enter, or to be discharged into such Municipal Sewer System; and to require the installation of facilities and equipment necessary to monitor such discharges or to ensure no discharge occurs. Metro will make and will keep records of tests, measurements, and analyses of such Sewage or other wastes entering such Municipal Sewer Systems and, where appropriate or requested, forward to each Connector or Contracting Municipality the results of such tests, measurements, and analyses appertaining thereto.

6.13. GENERAL REQUIREMENTS REGARDING DELETERIOUS WASTES

The following Sewage, water, substances, materials, or waste are prohibited from being discharged into the Metro System or into the Municipal Sewer System by any Industrial User unless authorized through prior written permission by Metro Water Recovery. Written permission by Metro may include, but not be limited to, the imposition of site-specific limitations, Best Management Practices, and/or requirement to obtain a discharge permit pursuant to Section 6.22.1. These Requirements and prohibitions may be imposed directly on process Wastewaters prior to dilution by domestic or other Wastewaters discharged by Industrial Users.

Approval of such a discharge may be restricted to wastes generated within Metro Water Recovery's service area, is solely at the discretion of Metro Water Recovery and shall not constitute approval of any additional or similar discharges. The conditions, site-specific limitations or Best Management Practices imposed by Metro or terms of any permit or approval issued in relation to such discharges by Metro shall not be subject to the appeal and hearing procedure set forth in Section 10 of these *Rules and Regulations*.

1. Any night soil or septic tank pumpage.
2. Sludge or other material from sewage or industrial waste treatment plants or from water treatment plants.

3. Water which has been used for cooling or heat transfer purposes without recirculation discharged from any system of condensation, air conditioning, refrigeration, or similar use.
Discharge from cooling towers, boilers, closed-loop heat transfer systems, and any other cooling/heating system treated with molybdenum-containing water treatment chemicals.
4. Any wastes that contain concentrated dye wastes or other wastes are either highly colored or could become highly colored by reacting with any other wastes.
5. Stormwater, directly or indirectly, from surface drains, ditches, or streams, storm or combined sewers, roof, or from any other means, except as authorized in Section 301 of the Service Contract or by Metro's memorandum "Approval of Specific Categories of Outdoor Facilities with Incidental and Insignificant Amount of Stormwater where it is impracticable to Eliminate such Stormwater" dated January 7, 2015, and as it may be amended.
6. Any water or wastes potentially contaminated with (1) transmissible spongiform encephalopathy agents from diseases such as chronic wasting disease, bovine spongiform encephalopathy, scrapie, Creutzfeldt-Jakob disease; (2) foot-and-mouth disease agents; or (3) anthrax.
7. Any wastes which are unusual in composition (i.e., contain an extremely large amount of suspended solids or BOD); are high in dissolved solids such as sodium chloride, calcium chloride, or sodium sulfate; contain substances conducive to creating tastes or odors in drinking water supplies; otherwise make such waters unpalatable even after conventional water purification treatment; or are in any other way extremely unusual.
8. Solids, sludges, filter backwash, or other Pollutants removed in the course of treatment or control of Wastewater (including, but not limited to, materials which have been removed by catch basins, grease traps, sand traps, or pretreatment systems/devices), or acquired from another person or location.
9. Any blood and other bodily fluids from hospitals, clinics, offices of medical doctors, medical laboratories, or other medical facilities that have not been rendered noninfectious.
10. Any garbage other than that received directly into the Municipal Sewer System from domestic and commercial garbage grinders in dwellings, restaurants, hotels, stores, and institutions, by which such garbage has been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in public sewers with no particle greater than one-half (1/2) inch in any dimension.
11. Any water or wastes containing grease or oil and other substances that will solidify or become discernibly viscous at temperatures between 32°F and 150°F.
12. Water accumulated in excavations or accumulated as the result of grading, water taken from the ground by well points, or any other drainage associated with construction.
13. Groundwater, directly or indirectly from areaway, sumps and sump pumps, or foundation drains, or from any other means, including subsurface drainage.
14. Any Wastewater discharges to the Metro System, except at locations approved by Metro.

15. Any waste stream not included in 6.13 or 6.14 that is regulated under one or more National Emissions Standards for Hazardous Air Pollutants (NESHAP) listed in the Code of Federal Regulations (C.F.R.), Title 40 Parts 61 and 63 (40 CFR 61 and 40 CFR 63).
16. Brine or other concentrated waste streams from reverse osmosis, other membrane filtration, ion-exchange or similar processes from drinking water treatment plants.

6.14. PROHIBITED DISCHARGES

No Industrial User, whether or not subject to the National Categorical Pretreatment Standards or any other national, State, district, or local Pretreatment Standards and Requirements, shall contribute or cause to be contributed, directly or indirectly, any Pollutant or Wastewater which will Pass Through or Interfere with the operation or performance of Metro Water Recovery. None of the following described Sewage, water, substances, materials, or wastes shall be discharged into the Metro System or into the Municipal Sewer System by any Industrial User. These Requirements and prohibitions may be imposed directly on process Wastewater prior to dilution by domestic and other Wastewater discharged by Industrial Users. Site-specific limitations and/or Best Management Practices and/or requirements to obtain a discharge permit pursuant to Section 6.22.1 may be developed and imposed on Industrial Users to ensure compliance with the prohibitions of this Section.

1. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the Metro System, any Municipal Sewer System, or to the operation of Metro Water Recovery. At no time shall any reading on an explosion hazard meter, at the point of discharge into the Metro System or any Municipal Sewer System (or at any point in the Systems), or at any monitoring location designated by Metro in a Wastewater Discharge Permit, be more than ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides.
2. Any solid or viscous material which could cause an obstruction to Flow in the Metro System or in any way could interfere with the treatment process, including as examples of such materials but without limiting the generality of the foregoing, significant proportions of ashes, wax, paraffin, cinders, sand, mud, straw, shavings, metal, glass, rags, wipes, diapers, paper towels, napkins, toilet bowl scrub products, lint, feathers, tars, plastics, wood and sawdust, paunch manure, hair and fleshings, entrails, lime slurries, beer and distillery slops, grain processing wastes, grinding compounds, acetylene generation sludge, chemical residues, acid residues, food processing bulk solids, snow, ice, and all other solid objects, material, refuse, and debris not normally contained in sanitary Sewage.
3. Any Wastewater having a pH less than 5.0 for discharges from Industrial Users or Wastewater having any other corrosive property capable of causing damage or hazard to any part of the Metro System or any Municipal Sewer System.
4. Any Wastewater having a temperature which will inhibit biological activity at Metro Water Recovery's treatment plant, but in no case Wastewater containing heat in such amounts that the temperature at the introduction into Metro's treatment plant exceeds 40°C (104°F).
5. Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a Flow rate and/or Pollutant concentration which cause Pass Through or Interference. In no case shall a slug load have a Flow rate or contain concentrations or qualities of Pollutants that exceed

for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities, or Flow during normal operation.

6. Any water or wastes containing a toxic substance in sufficient quantity, either singly or by interaction with other substances, to injure or interfere with any sewage treatment process, to constitute a hazard to humans or to animals, or to create any hazard or toxic effect in the waters which receive the treated or untreated Sewage.
7. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, each in amounts that will cause Interference or Pass Through.
8. Pollutants which result in the presence of toxic gases, vapors, or fumes within the Metro System or any Municipal Sewer System in a quantity that may cause acute worker health and safety problems.
9. Any trucked or hauled pollutants except at discharge points designated by Metro Water Recovery.
10. Any water or wastes containing Pollutant quantities or concentrations exceeding the limitations in Section 6.18 of these *Rules and Regulations* or the limitations in any applicable Categorical Standards.
11. Wastewater which alone or in conjunction with other sources causes Metro Water Recovery's effluent to fail toxicity testing.
12. Detergents, surface-active agents, or other substances which alone or in conjunction with other sources cause excessive foaming in the Metro System or at the treatment plants.
13. Any hazardous waste pharmaceuticals or solid wastes from hospitals, clinics, offices of medical doctors, medical laboratories, or other medical facilities, including, but not limited to, hypodermic needles, syringes, instruments, utensils, or other paper and plastic items.
14. Sewage of such a nature and delivered at such a rate as to impair the hydraulic capacity of the Metro System, normal and reasonable wear and usage excepted.
15. Sewage of such a quantity, quality, or other nature as to impair the strength or the durability of the Metro System including sewer structures, equipment or treatment works, either by chemical or by mechanical action.
16. Sewage having a flash point lower than 187°F, as determined by the test methods specified in 40 CFR §261.21.
17. Any radioactive substance, the discharge of which does not comply with Section RH 4.35 of the Colorado Rules and Regulations pertaining to Radiation Control (Volume 6 of the Code of Colorado Regulations, 6 CCR 1007-1, Part 4, et seq.).

18. Any wastes that contain a corrosive, noxious, or malodorous material or substance which, either singly or by reaction with other wastes, is capable of causing damage to the Metro System or to any part thereof, of creating a public nuisance, or a hazard, or of preventing entry into the Metro Interceptor System for maintenance and repair.
19. Any substance which may cause Metro Water Recovery's effluent or any other product of Metro such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the Metro System cause Metro to be in non-compliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Federal Water Pollution Control Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.
20. Any substance which may cause Metro Water Recovery to violate its NPDES or CDPS Permits or the receiving water quality standards.
21. Any waste or Wastewater associated with hydraulic fracturing (fracking) and drilling activities.
22. Any water or Wastewater from alkaline hydrolysis or other chemical decomposition processes of human or animal tissues, remains, or bodies.
23. Any discharge of dry-cleaning process wastes, including new and used tetrachloroethene (perchloroethylene), still bottom oil, and separator water.
24. Any waste or Wastewater containing TENORM Radionuclides - Radium-226, Radium-228, Lead-210, and Polonium-210 in excess of 5 Picocuries/gram (pCi/g). In all cases, discharges of TENORM Radionuclides shall be lower than the EXEMPT levels established by Colorado Code of Regulations (6 CCR 1007-1 Part 20 et seq.).

6.15. RESERVED

6.16. SECTOR CONTROL PROGRAMS

Metro Water Recovery may establish sector control programs based on Best Management Practices (BMP) to control specific pollutants as necessary to meet the requirements of this Section for industrial Users that engage in similar activities and discharge similar pollutants. Metro may establish policies for sector control programs as necessary to supplement the requirements included in this Section and Industrial Users subject to these sector control programs must comply with these policies. Industrial Users subject to these sector control programs may be required to install and operate wastewater treatment systems and/or implement BMPs and may be required to apply for a wastewater discharge permit.

6.16.1. Dental Amalgam Control Program

The requirements of Sections 6.16.1.1 through 6.16.1.5 apply to all Dental Facilities except for those Dental Facilities listed in Section 6.16.1.6. Dental Facilities listed in Section 6.16.1.6 must comply with the requirements listed in Sections 6.16.1.7 and 6.16.1.8.

1. By no later than July 14, 2020, Existing Source Dental Facilities shall implement BMPs according to the requirements contained below and shall install, and are required to maintain, and utilize an Amalgam Separator(s) that meet(s) the requirements specified in 40 CFR 441.30 or 441.40.
2. Operations and Maintenance (O&M) Plan. Except for Dental facilities that contract with a third-party service provider that performs all maintenance of the Amalgam Separators, each Dental Facility shall develop and implement an O&M Plan to ensure proper operation and maintenance of all Amalgam Separators and documentation of all maintenance activities. This Plan must be kept current and must address, at a minimum, the following:
 - A. Required maintenance according to manufacturer recommendations.
 - B. Visual inspection of separator(s) at least monthly and inspection log with dates and personnel signatures.
 - C. Collection device replacement per manufacturer recommendation or when solids reach the full line; whichever comes first.
 - D. Disposal of all amalgam wastes in accordance with regulatory requirements.
3. At a minimum, unless specifically waived in writing by Metro Water Recovery, the following BMPs shall be implemented and documented to verify compliance.
 - A. Amalgam selection. The Dental Facility shall use pre-capsulated, single-use Amalgam.
 - B. Equipment. All dental chairs at which dental amalgam may be present in the resulting wastewater shall be equipped with chair-side traps and all vacuum pumps shall be equipped with traps or filters. All equipment shall be cleaned and maintained in accordance with the manufacturer's instructions.
 - C. Dental Facility staff shall be trained in the proper handling and disposal of Amalgam material and keep a log documenting such training.
 - D. The Dental Facility shall use non-chlorine or non-oxidizing disinfectants and neutral cleaners. When cleaning filters or collecting scrap Amalgam, the Dental Facility shall not rinse screens, filters, traps, or Amalgam Separators, or any other Amalgam-containing equipment over sinks or drains. Spilled Amalgam must be cleaned up immediately. Each Dental Facility must provide protection from accidental discharges.
 - E. All contact and non-contact Amalgam scrap shall be salvaged and stored in structurally sound, tightly closed, and appropriately labeled containers.
 - F. The Dental Facility shall recycle all Amalgam waste by transferring the waste to an offsite recycling facility or shall manage and dispose of the waste in accordance with applicable federal, state, and local hazardous waste laws and regulations.

- G. At no time shall Amalgam waste be disposed or flushed down the drain or toilet.
4. Record Keeping. Excluding the One-Time Compliance Report, which must be maintained as long as a Dental Facility is in operation or until ownership is transferred, the following documentation shall be established and maintained in either physical or electronic format for no less than three (3) years and must be made available for Metro Water Recovery review upon request:
- A. Documentation of amalgam retaining container or equivalent container replacement (including the date, as applicable).
 - B. Documentation of all dates that collected dental amalgam is picked up or shipped for proper disposal in accordance with 40 CFR 261.5(g)(3) including copies of receipts, manifests, and other documents that include the date(s) of the amalgam waste collection and the name of the permitted or licensed treatment, storage, or disposal facility receiving the amalgam retaining containers.
 - C. Documentation of any repair or replacement of an amalgam separator or equivalent device, including the date, person(s) making the repair or replacement, and a description of the repair or replacement (including make and model).
5. Compliance Reporting.
- A. For Existing Source Dental Facilities that have not previously submitted a Compliance Certification to Metro Water Recovery, a One-Time Compliance Report must be submitted to Metro by no later than October 12, 2020. If a Dental Facility transfers ownership of the facility, the new owner must submit a new One-Time Compliance Report to Metro no later than 90 days after the transfer.
 - B. For New Source Dental Facilities, a One-Time Compliance Report must be submitted to Metro Water Recovery no later than 90 days following the commencement of discharge to Metro.
 - C. The One-Time Compliance Report must be signed and certified by a responsible corporate officer, a general partner or proprietor if the dental discharger is a partnership or sole proprietorship, or a duly authorized representative in accordance with the requirements of 40 CFR 403.12(l).
 - D. The One-Time Compliance Report must include the following information:
 - a. The facility name, physical address, mailing address, and contact information.
 - b. Name(s) of the operator(s) and owner(s).
 - c. A description of the operation at the Dental Facility including: the total number of chairs, the total number of chairs at which dental amalgam may be present in the resulting wastewater, and a description of any existing amalgam separator(s) or equivalent device(s) currently operated to include, at a minimum, the make, model, and year of installation.

- d. Certification that the amalgam separator(s) or equivalent device is designed and will be operated and maintained to meet the requirements specified in 40 CFR 441.30 or 441.40.
 - e. Certification that the Dental Facility is implementing BMPs specified in Section 6.16.1.4, 40 CFR 441.30(b) or 441.40(b) and will continue to do so.
 - f. The name of the third-party service provider that maintains the amalgam separator(s) or equivalent device(s) operated at the Dental Facility, if applicable. Otherwise, a copy of the O&M Plan required under Section 6.16.1.2, which must explain the practices employed by the facility to ensure proper operation and maintenance in accordance with 40 CFR 441.30 or 441.40.
 - g. Other information deemed necessary by Metro Water Recovery to confirm compliance with the requirements of this Section 6.16.1.
6. Exempt Dental Facilities include the following:
- A. Dental Facilities that exclusively practice one or more of the following: oral pathology, oral and maxillofacial radiology, oral and maxillofacial surgery, orthodontics, periodontics, and prosthodontics.
 - B. Mobile Dental Facilities.
 - C. Dental Facilities that do not place any amalgam.
 - D. Dental Facilities whose removal of teeth with amalgam comprises less than 5 percent of the Dental Facility's business.
7. Exempt Dental Facility Reporting Requirements. For Existing Dental Facility Sources, a One-Time Compliance Report must be submitted to Metro Water Recovery no later than October 12, 2020, or 90 days after a transfer of ownership. For New Dental Facility Sources, a One-Time Compliance Report must be submitted to Metro no later than 90 days following the commencement of discharge to Metro. The One-Time Compliance Report must:
- A. Be signed and certified by a responsible corporate officer, a general partner or proprietor if the dental discharger is a partnership or sole proprietorship, or a duly authorized representative in accordance with the requirements of 40 CFR 403.12(l).
 - B. Include the following information:
 - a. Facility name.
 - b. Physical address.
 - c. Mailing address.
 - d. Contact information.
 - e. Name of the operator(s) and owner(s).
 - f. Identification of the basis for Exemption under Section 6.16.1.6.

- g. A certification statement that the Dental Facility does not place dental amalgam; or for Dental Facilities exempted under Section 6.16.1.6. a certification statement that removal of teeth with amalgam comprises less than 5 percent of its business.
8. Exempt Dental Facility Recordkeeping Requirements. As long as an Exempt Dental Facility is in operation, or until ownership is transferred, the Exempt Dental Facility, or an agent or representative of the Exempt Dental Facility, must maintain the One-Time Compliance Report required in Section 6.16.1.7 and make it available for inspection in either physical or electronic form.

6.17. RESERVED

6.18. SPECIFIC DISCHARGE LIMITATIONS – LOCAL LIMITS

6.18.1. Metro Water Recovery Limitations

~~No Significant Industrial User shall Pursuant to Section 6.14.10. of these Rules and concentrations exceeding the daily maximum limitations listed in this section. is prohibited.~~

		<u>Daily Maximum Limit* mg/L</u>				<u>Daily Maximum Limit* mg/L</u>
<u>1.</u>	<u>Arsenic (total)</u>	<u>0.33</u>		<u>7.</u>	<u>Molybdenum (total)</u>	<u>0.43</u>
<u>2.</u>	<u>Cadmium (total)</u>	<u>0.06</u>		<u>8.</u>	<u>Nickel (total)</u>	<u>5.12</u>
<u>3.</u>	<u>Chromium (total)</u>	<u>3.6</u>		<u>9.</u>	<u>Selenium (total)</u>	<u>0.35</u>
<u>4.</u>	<u>Copper (total)</u>	<u>6.1</u>		<u>10.</u>	<u>Silver (total)</u>	<u>2.9</u>
<u>5.</u>	<u>Lead (total)</u>	<u>2.2</u>		<u>11.</u>	<u>Cyanide (total)</u>	<u>0.30</u>
<u>6.</u>	<u>Mercury (total)</u>	<u>0.005</u>		<u>12.</u>	<u>Zinc (total)</u>	<u>15.6</u>

*For the purposes of these Rules and Regulations Daily Maximum Limit shall mean: The maximum allowable discharge limit of a pollutant during a calendar day or representative sampling period not to exceed 24 hours. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

6.18.2. Site-Specific Metro Water Recovery Limitations

Metro Water Recovery may develop site-specific limits on an as-needed basis. Industrial User compliance with site-specific limits is additional to all other applicable limits specified in this Section 6.18.

1. The following site-specific limits may be implemented through permit or other control mechanism to control discharges containing related pollutants of concern.

HEM (Oil and Grease)	200 mg/L
HEM-SGT (Total Petroleum Hydrocarbons)	100 mg/L
Benzene	50 ug/L
BTEX (benzene, Toluene, ethyl benzene, xylene)	750 ug/L

6.18.3. National Pretreatment Standards and Requirements

Once promulgated, Categorical Standards for a particular industrial subcategory, if more stringent, shall supersede all conflicting discharge limitations contained in this Section 6, as they apply to that industrial subcategory. All Industrial Users must comply with all applicable National Pretreatment Standards and Requirements.

6.18.4. State Requirements

State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those contained elsewhere in this Section 6.

6.18.5. Dilution Prohibited

Except where permitted by Categorical Standards, no Industrial User may increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to attain compliance with the limitations contained in National Categorical Pretreatment Standards or any other specific discharge limitations contained in this Section 6. Metro Water Recovery may set or require a Connector or Contracting Municipality to set mass limitations or alternate concentration-based limitations for those Industrial Users which are using improper dilution to meet these limitations.

6.19. RESERVED

6.20. NOTIFICATION/REPORTING OF POTENTIAL PROBLEM DISCHARGES

6.20.1. Accidental, Unusual, or Slug Discharges

An accidental or unusual discharge is a discharge which differs significantly in quantity or quality from discharges under normal conditions and may disrupt the Metro System treatment processes or operations, Pass Through the Metro System into the receiving waters or the atmosphere, damage the Metro System facilities, cause an NPDES/CDPS Permit violation at a Metro Water Recovery treatment plant, degrade sludge quality, or constitute a hazard to humans or to animals. A Slug Discharge is any discharge of a nonroutine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate Metro's *Rules and Regulations*, local limits, or permit conditions.

1. Accidental Discharge Protection. Each Industrial User shall provide protection from accidental or unusual discharges of prohibited materials or other substances regulated by these *Rules and Regulations*. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the Industrial User's own cost and expense.

2. Notification Requirements.

- A. Telephone Notification. In the case of any accidental, unusual, or Slug Discharge, it is the responsibility of the Industrial User to immediately telephone and notify Metro Water Recovery of the incident. The notification shall include the caller's name and contact information, date and time of the call, date and start and end times of the discharge, location of discharge, type of waste, concentration and volume, and corrective actions taken.
- B. Written Notice. Within five (5) days following an accidental, unusual, or Slug Discharge, the Industrial User shall, unless this requirement is waived by Metro Water Recovery, submit to Metro a detailed written report describing the cause of the discharge and the measures to be taken by the Industrial User to prevent similar future occurrences. Such notification shall not relieve the Industrial User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the Industrial User of any fines, civil penalties, or other liability which may be imposed by these Rules and Regulations or other applicable law.
- C. Notice To Employees. A notice shall be permanently posted on the Industrial User's bulletin board or other prominent place advising employees who to call in the event of an accidental, unusual, or Slug Discharge. Employers shall ensure all employees who may cause or suffer such an accidental, unusual or slug discharge to occur are advised of the emergency notification procedure.
- D. Slug Notification. Significant Industrial Users are required to notify Metro Water Recovery immediately of any changes at its facility affecting the potential for Slug Discharge.

6.20.2. Slug Discharge Plan Requirements

In accordance with 40 CFR §403.8(f)(2)(vi), Metro Water Recovery shall evaluate whether each Significant Industrial User needs a plan to control Slug Discharges. If a Slug Discharge plan is needed, it shall be submitted to Metro for review and approval as directed by Metro and shall contain, at a minimum, the following elements:

1. A description of discharge practices, including non-routine batch discharges.
2. A description of stored chemicals.
3. Procedures for immediately notifying Metro Water Recovery of Slug Discharges, including any discharge that would violate any prohibition or limitation under Sections 6.13, 6.14, or 6.18 of these *Rules and Regulations*, with procedures for follow-up written notification within five (5) days.
4. If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading

and unloading operations, control of plant-site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

6.20.3. Discharge Violation/Repeat Sampling and Reporting

If sampling performed by an Industrial User indicates a violation of these *Rules and Regulations* or any permit or any other pollutant limits established pursuant thereto, the Industrial User must notify Metro Water Recovery within twenty-four (24) hours of becoming aware of the violation. The Industrial User shall also repeat the sampling and analysis for any Pollutants in violation and submit the results of the repeat analysis to Metro within thirty (30) days after becoming aware of the violation. Resampling by the Industrial User may not be required if Metro performs sampling at the Industrial User's facility at least once a month, or if Metro performs sampling at the Industrial User's facility between the time the initial sampling was conducted and the time the Industrial User or Metro receives the results of this sampling.

Metro Water Recovery may also require additional sampling and analysis upon a finding of a discharge violation based on sampling performed by Metro, the Industrial User, or any other entity.

Unless waived by Metro Water Recovery, within five (5) working days of becoming aware of any violation from self-monitoring, Metro monitoring, or other agency monitoring events, the Industrial User shall submit to Metro a detailed written report describing the cause of the violation and the measures taken or to be taken by the Industrial User to prevent similar future occurrences. Such notification shall not relieve the Industrial User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the Industrial User of any fines, civil penalties, or other liability which may be imposed by these *Rules and Regulations* or other applicable laws or regulations.

6.20.4. Notification/Reporting Of Changed Conditions

Each Industrial User must notify Metro Water Recovery in advance of any significant changes to the Industrial User's operations or system which might alter the nature, quality, or volume of its Wastewater, or any substantial change in the volume of flow or in the volume or character of Pollutants in its discharge. Metro may require the Industrial User to submit such information as may be deemed necessary to evaluate the changed condition.

6.21. HAZARDOUS WASTE DISCHARGE NOTIFICATION

Industrial Users shall notify Metro Water Recovery, the EPA Regional Waste Management Division Director, and the state hazardous waste authorities in writing of any discharge into the POTW of any substance which, if otherwise disposed of, would be considered a hazardous waste under 40 CFR Part 261. Each Industrial User shall notify Metro in advance of any substantial change to such discharge. This notification requirement does not apply to Industrial Users subject to Categorical Pretreatment Standards already being reported under the reporting requirements contained in Section 6.23 of these *Rules and Regulations*. The specific information required to be reported and the time frames in which it is to be reported are found at 40 CFR §403.12(p). The Industrial User is responsible for ensuring compliance with the *Rules and Regulations Pertaining to Hazardous Waste* issued by the CDPHE (Volume 6 of the *Code of Colorado Regulations* 1007-3, Part 260, et seq.).

6.22. WASTEWATER DISCHARGE PERMITS/ GENERAL PERMITS/ZERO DISCHARGE PERMITS

6.22.1. Applicability

All Significant Industrial Users and other Industrial Users as required by Metro Water Recovery, discharging to, proposing to discharge to, or with a potential to discharge to Metro or engaging in certain industrial processes shall obtain a Wastewater Discharge Permit, General Permit, or Zero Discharge Permit. Such permit shall either be issued by Metro or co-issued by the Connector or Contracting Municipality providing sewage services and Metro.

Requirements pertaining to permits co-issued with Municipalities or issued solely by Metro Water Recovery are contained in Metro's *Rules and Regulations*. Permits co-issued with Municipalities may also contain requirements contained in the various municipal codes, ordinances, resolutions, and rules and regulations.

6.22.2. Permit Application

Industrial Users required to obtain a Wastewater Discharge Permit, General Permit, or Zero Discharge Permit shall complete and file with Metro Water Recovery an application on the form prescribed by Metro, and accompanied by a fee, as determined, pursuant to Section 6.29 of these *Rules and Regulations*.

Applications are due:

1. For new dischargers, at least one hundred eighty (180) days prior to beginning discharge to Metro Water Recovery.
2. For existing dischargers who become subject to a newly promulgated Categorical Standard, at least one hundred-eighty (180) days prior to the effective date of such Standard.
3. For existing dischargers who, because of process changes or additions, will become subject to an existing Categorical Standard, at least ninety (90) days prior to beginning discharge from the categorical process.
4. For existing dischargers subject to Categorical Standards as of the effective date of these *Rules and Regulations*, who have not previously obtained a Wastewater Discharge Permit or General Permit, in a time frame specified per notice from Metro Water Recovery not later than thirty (30) days of the effective date of these *Rules and Regulations*.
5. For renewal of Wastewater Discharge Permits, General Permits, and Zero Discharge Permits, at least one hundred-eighty (180) days prior to the expiration date of the current permit.
6. For all other Industrial Users, in a time frame as specified per notice from Metro Water Recovery.

In support of the application, the Industrial User shall submit, in units and terms appropriate for evaluation, the information identified below.

1. Name, mailing address, and facility location.
2. SIC number(s) according to the Standard Industrial Classification (SIC) Manual, Office of Management and Budget, 1987, as amended or the 1997 North American Industrial Classification System (NAICS), as amended.
3. Time and duration of Wastewater discharges.
4. Average daily and thirty (30) minute peak Wastewater flow rates, including daily, monthly, and seasonal variations, if any.
5. Site plan, floor plans, mechanical and plumbing plans, and details to show all sewers, Sewer Connections, and appurtenances by the size, location, and elevation.
6. Description of activities, facilities, and plant processes on the premises including all materials which are or could be discharged.
7. Wastewater constituents and characteristics including, but not limited to, those limited by Sections 6.13 and 6.14 of these *Rules and Regulations*, as determined by a reliable analytical laboratory. Sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended.
8. A statement regarding whether or not the discharge standards and Pollutant limitations contained in Sections 6.13, 6.14 and 6.18 of these *Rules and Regulations*, including any applicable State or National Pretreatment Standards, are being met on a consistent basis and, if not, whether additional Operational Changes and/or installation of new or additional treatment is required for the Industrial User to meet the applicable standards.
9. If additional Pretreatment and/or Operational Changes will be required to meet the discharge standards and pollutant limitations, the shortest schedule by which the Industrial User will provide such additional treatment. For state or National Pretreatment Standards and Requirements, the completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the Industrial User to meet the applicable discharge standards and Pollutant limitations (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction). In no case shall an increment of progress exceed nine (9) months.
10. Each product produced by type, amount, process or processes, and rate of production.
11. The type and amount of raw materials processed (average and maximum per day).
12. The number and type of employees, hours of operation of the plant, and proposed or actual hours of operation of the Pretreatment system.

13. Any other information deemed necessary by Metro Water Recovery to characterize and evaluate the potential and/or actual discharge from the facility and to support associated permitting decisions.
14. Information regarding each waste stream generated by the Industrial User that is regulated under one or more NESHAPs listed in the Code of Federal Regulations (C.F.R), Title 40 Parts 61 and 63 (40 CFR 61 and 40 CFR 63). For each identified waste stream, the waste stream composition, volume generated (per-day/month/year), specific method(s) of disposal and method(s) of compliance with the NESHAPs must be included. If the Industrial User does not generate any waste streams regulated under the above-referenced NESHAPs, the Industrial User must include the following statement:

Based upon my inquiry of the person or persons directly responsible for managing compliance for this facility, including the NESHAPs listed in 40 CFR 61 and 40 CFR 63, I certify that, as of (today's date), to the best of my knowledge and belief (facility name) does not generate any waste streams that are subject to one or more of the NESHAPs listed in 40 CFR 61 and 40 CFR 63.
15. Other conditions as deemed appropriate by Metro Water Recovery to ensure compliance with these *Rules and Regulations*.

6.22.3. Permit Issuance

Metro Water Recovery shall issue a Wastewater Discharge Permit or General Permit to the applicant if Metro finds all of the following conditions are met:

1. The proposed discharge of the applicant is in compliance with the prohibitions and limitations of Sections 6.13, 6.14, and 6.18 of these *Rules and Regulations*;
2. The proposed discharge of the applicant would permit the normal and efficient operation of the Metro System;
3. The proposed discharge of the applicant would not result in a violation by Metro Water Recovery of the terms and conditions of its NPDES/CDPS Permit; and
4. As a result of receiving the proposed discharge of the applicant, the POTW will not be used or considered as the means for the applicant to comply with the requirements of any NESHAPs listed 40 CFR 61 and 40 CFR 63 that are applicable to waste streams generated by the applicant. The proposed discharge of the applicant meets all compliance requirements of all applicable NESHAP(s) using treatment and controls at the applicant's facility, prior to discharge.
5. All SIUs that will be covered under a specific General Discharge Permit must also meet the following criteria pursuant to 40 CFR 403.8(f)(1)(iii)(A)(1):
 - A. Is not subject to production-based categorical Pretreatment Standards or categorical Pretreatment Standards expressed as mass of pollutant discharged per day.
 - B. Is not subject to limits that are based on the Combined Wastestream Formula or Net/Gross calculations.
 - C. Involve the same or substantially similar types of operations.

- D. Discharge the same types of wastes.
- E. Require the same effluent limitations.
- F. Require the same or similar monitoring.
- G. In the opinion of Metro Water Recovery, are more appropriately controlled under a general control mechanism than under individual control mechanisms.

If Metro Water Recovery finds the condition set out in Paragraph 1 of this subsection is not met, Metro may issue a Wastewater Discharge Permit or General Permit to the applicant if the conditions set out in Paragraphs 2-4 of this subsection are met and if the applicant submits, and Metro approves, a schedule setting out the measures to be taken by the applicant and the dates such measures will be implemented to ensure compliance with the provisions of these *Rules and Regulations*.

Metro Water Recovery may issue a Zero Discharge Permit that requires specific controls and/or process configurations to prevent the discharge from specified process operations, or of specified Pollutants, to the POTW.

6.22.4. Permit Denial: Appeal and Hearing

In the event an application for a Wastewater Discharge Permit, General Permit, or Zero Discharge Permit is denied, Metro Water Recovery shall notify the applicant in writing of such denial. Such notification shall state the grounds for denial with that degree of specificity which will inform the applicant of the measures or actions which must be taken by the applicant prior to issuance of a permit.

An applicant denied a Wastewater Discharge Permit, General Permit, or Zero Discharge Permit may request the Chief Executive Officer review the denial and issue a permit. If the Chief Executive Officer reaffirms the denial, the applicant may appeal this decision pursuant to the terms and conditions of Metro Water Recovery's appeal and hearing procedure as set forth in Section 10 of these *Rules and Regulations*.

6.22.5. Permit Conditions

Wastewater Discharge Permits, General Permits, or Zero Discharge Permits shall be expressly subject to all provisions of these *Rules and Regulations*. Wastewater Discharge Permits and General Permits must contain, but are not limited to, the following:

1. A statement of duration (in no case more than five [5] years).
2. A statement of non-transferability without, at a minimum, prior notification to Metro Water Recovery and provision of a copy of the existing permit to the new owner or operator.
3. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards and Requirements, Categorical Pretreatment Standards, specific discharge limitations, as cited in these *Rules and Regulations*; site-specific discharge limitations; and other federal, state, and local law and regulations. Metro Water Recovery reserves the right to establish in permits more stringent Standards or Requirements on discharges consistent with the purpose of these *Rules and Regulations*.

4. Self-monitoring, sampling, reporting, notification, and record-keeping requirements, including an identification of the Pollutants to be monitored (including the process for seeking a waiver for a Pollutant neither present nor expected to be present in the discharge in accordance with 403.12[e][2], or a specific waived Pollutant in the case of an individual control mechanism), sampling locations, sampling frequencies, and sample types. These requirements shall be based on applicable general Pretreatment Standards and Requirements at 40 CFR §403; categorical Pretreatment Standards; specific discharge limitations; state and local law and regulations; and Metro Water Recovery determinations as to the type, quantity, quality, and frequency of information needed to adequately determine compliance with conditions of the permit.
5. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards or Requirements, and any applicable compliance schedules. Such schedules may not extend compliance dates beyond federal deadlines.
6. Requirements to control Slug Discharges, if determined by Metro Water Recovery to be necessary.
7. Requirements for notification of Slug Discharges and any changes at the facility affecting the potential for Slug Discharges.
8. Duty to comply with terms of permit.

Wastewater Discharge Permits and General Permits may also contain the following:

1. A Schedule of Industrial User Charges and Fees pursuant to Section 6.29 of these *Rules and Regulations*.
2. Limits on average and maximum rate and time of discharge or requirements for flow regulation and equalization.
3. Requirements for installation and maintenance of pretreatment equipment; pollution controls or containment devices to reduce, eliminate or prevent the discharge of Pollutants to Metro Water Recovery; and/or inspection and sampling facilities.
4. Requirements for notification to Metro Water Recovery of any new introduction of Wastewater constituents or any substantial change in operations or in the volume or character of the Wastewater constituents being introduced into Metro.
5. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges.
6. Other conditions as deemed appropriate by Metro Water Recovery to ensure compliance with these *Rules and Regulations*.

Zero Discharge Permits may contain the following:

1. A statement of duration (not to exceed five [5] years).
2. Discharge prohibition requirements for specific controls and/or process configurations to prevent the discharge from specified process operations, or of specified Pollutants, to the POTW.

3. Reporting, notification, and record-keeping requirements.
4. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards or Requirements.
5. Requirements for notification of discharges of prohibited Wastewater or any accidental, unusual, or Slug Discharges.
6. Other conditions as deemed appropriate by Metro Water Recovery to ensure compliance with these *Rules and Regulations*.

6.22.6. Permit Modifications

1. The terms and conditions of a Wastewater Discharge Permit, General Permit, or Zero Discharge Permit may be modified by Metro Water Recovery during the term of the permit as limitations or Requirements identified in these *Rules and Regulations* are modified or other just cause exists. The Industrial User shall be informed of any proposed changes in its permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.
2. Within nine (9) months of the promulgation of a National Categorical Pretreatment Standard, the Wastewater Discharge Permit, General Permit, or Zero Discharge Permit of Industrial Users subject to such standard shall be revised to require compliance with such standard within the time frame prescribed by such standard.

6.22.7. Permit Duration; Reapplication

Permits shall be issued for a specified time period, not to exceed five (5) years. The Industrial User shall apply for permit reissuance a minimum of one hundred-eighty (180) days prior to the expiration of the Industrial User's existing Permit.

6.23. REPORTING REQUIREMENTS FOR SIGNIFICANT INDUSTRIAL USERS

6.23.1. Baseline Monitoring Report for Industrial Users Subject to National Categorical Pretreatment Standards

Within 180 days after the effective date of a Categorical Pretreatment Standard, or 180 days after the final administrative decision made upon a category determination submission under 40 CFR §403.6(a)(4), whichever is later, existing Industrial Users subject to such Categorical Pretreatment Standards and currently discharging to or scheduled to discharge to Metro Water Recovery shall submit to Metro a report which contains the information required by 40 CFR §403.12(b)(1)–(7). At least 90 days prior to commencement of discharge, New Sources, and sources that become Industrial Users subsequent to the promulgation of an applicable Categorical Standard, shall be required to submit to Metro a report which contains the information required by 40 CFR §403.12(b)(1)–(7). New Sources shall also be required to include in this report information on the method of Pretreatment the source intends to use to meet applicable Pretreatment Standards and Requirements. New Sources shall give estimates of the anticipated flow and quantity of Pollutants to be discharged.

In cases where the Categorical Pretreatment Standard requires compliance with a Best Management Practice (or pollution prevention alternative), the CIU must submit documentation required by Metro Water Recovery to determine compliance status of the Industrial User. New Sources can provide estimates of the information since discharge cannot commence until a permit is issued.

**6.23.2. Initial Compliance Report for Industrial Users
Subject to National Categorical Pretreatment Standards**

Within ninety (90) days following the date for final compliance with applicable Pretreatment Standards or, in the case of a New Source, following commencement of the introduction of Wastewater into the Municipal Sewer System, or as specified by Metro Water Recovery, any CIU shall submit to Metro a report which contains the information required in 40 CFR 403.12(d). In cases where the Categorical Pretreatment Standard requires compliance with a Best Management Practice (or pollution prevention alternative), the CIU shall submit documentation required by Metro to determine the compliance status of the CIU.

Where applicable Categorical Pretreatment Standards contain limitations on the mass of Pollutants discharged per unit of production, the report shall also contain the Pollutant mass and production information necessary to determine compliance with such Categorical Pretreatment Standards. The report shall state whether the applicable Pretreatment Standards and Requirements are being met on a consistent basis and, if not, what additional O&M and/or pretreatment is necessary to bring the CIU into compliance with the applicable Pretreatment Standards and Requirements. This statement shall be signed by an Authorized Representative of the CIU; and certified to by a qualified professional.

6.23.3. Periodic Compliance Reports

1. Except in the case of Nonsignificant Categorical Users, any CIU, after the compliance date of such Categorical Pretreatment Standard, or, in the case of a New Source, after commencement of the discharge into the Municipal Sewer System, shall submit to Metro Water Recovery during the months of July and January, unless required more frequently in the Categorical Pretreatment Standard or by Metro, a report covering the preceding six (6) months and indicating the nature and concentration of Pollutants in the effluent which are limited by such Categorical Pretreatment Standards. In addition, this report shall include a record of average and maximum daily flows for the reporting period for all regulated processes. In cases where the Categorical Pretreatment Standard requires compliance with a Best Management Practice (or pollution prevention alternative), the CIU shall submit documentation required by Metro to determine the compliance status of the CIU.

Where applicable Categorical Pretreatment Standards contain limitations on the mass of Pollutants discharged per unit of production, the report shall also contain the Pollutant mass and production information necessary to determine compliance with such Categorical Pretreatment Standards. At the discretion of Metro Water Recovery and in consideration of such factors as local high or low flow rates, holidays, and budget cycles, Metro may agree to alter the months during which the above reports are to be submitted.

2. SIUs not subject to National Categorical Pretreatment Standards shall submit to Metro Water Recovery at least once every six (6) months (on dates specified by Metro), unless required more frequently by Metro, a description of the nature, Pollutant concentrations, flows, and, where requested, Pollutant masses, of the discharges required to be reported by Metro. In cases where a Local Limit requires compliance with a BMP or pollution prevention alternative, the SIU must submit the documentation required by Metro to determine the compliance status of the SIU.

6.23.4. Annual Certification by Nonsignificant Categorical Industrial Users

A facility determined to be a Nonsignificant CIU pursuant to 40 CFR 403.3(v)(2) must annually submit the certification statement contained in 40 CFR 403.12.q, signed in accordance with the signatory requirements in 40 CFR 403.12(l). This certification must accompany any alternative report required by Metro Water Recovery.

6.23.5. Annual Certification by Zero Discharge Facilities.

A facility issued a Zero Discharge Permit must annually submit a statement certifying the facility has or has not discharged any prohibited process Wastewater or Pollutants to the Municipal Sewer System. The statement must be signed in accordance with the signatory requirements in 40 CFR 403.12(l).

6.23.6 Signatory Requirements for Submittal of Documents

All documents submitted to Metro Water Recovery required by this Section must signed by an Authorized Representative of Industrial User as defined in Section 2 of these *Rules and Regulations*.

6.24. MONITORING FACILITIES/REQUIREMENTS

- 1) Metro Water Recovery may require to be installed and operated at the Industrial User's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of any discharges as necessary to determine compliance with the provisions of these *Rules and Regulations*.
- 2) There shall be ample room in or near such sampling manhole or facility to allow accurate sampling representative of the discharge and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the Industrial User. All devices shall be calibrated in accordance with manufacturers' specifications to ensure their accuracy, unless a waiver is obtained from, or an alternative method specified by, Metro Water Recovery.
- 3) The sampling and monitoring facilities shall be provided in accordance with Metro Water Recovery's requirements and all applicable local construction standards and specifications. Construction shall be completed within such a time frame as Metro shall specify by written notification.
- 4) Unless specifically stated otherwise, all samples must be preserved, handled, and analyzed according to 40 Part 136 of the *Code of Federal Regulations* (40 CFR 136), *Guidelines Establishing Test Procedures for the Analysis of Pollutants* under the Clean Water Act, and amendments thereto. Where 40 CFR 136 does not contain sampling or analytical techniques for the Pollutant(s) in question, or where the Administrator of the EPA determines the Part 136 sampling and analytical techniques are inappropriate for the Pollutant(s) in question, sampling

and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures specified by Metro Water Recovery.

5) The analytical method(s) selected by the Industrial User must be “sufficiently sensitive” for all monitoring conducted to meet requirements of these *Rules and Regulations* or other Metro Water Recovery requirements. A method is sufficiently sensitive when the method detects and accurately and precisely quantifies the amount of the analyte, i.e. there is a valid and positive result. Or, the analytical method is sufficiently sensitive when the method ML is less than or equal to Metro Water Recovery specific discharge limitations, permit limitations, or applicable pretreatment standard .

6.25. INFORMATION SUBMITTAL, INSPECTION AND SAMPLING, RECORD KEEPING REQUIREMENTS

Metro Water Recovery may require any Industrial User to submit information as necessary to determine compliance with the Requirements of these *Rules and Regulations*. All information required by these *Rules and Regulations*, or a permit or order issued hereunder, must be signed and certified for accuracy by an Authorized Representative of the Industrial User.

Metro Water Recovery shall have the right to enter and inspect the facilities of any Industrial User to ascertain compliance with the Requirements of these *Rules and Regulations* and any permit or order issued hereunder. Persons or occupants of premises where Wastewater is created or discharged shall allow Metro or its representatives ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying, or in the performance of any of their duties.

Metro Water Recovery, CDPHE, and the EPA shall have the right to set up on the Industrial User's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where an Industrial User has security measures in force which would require proper identification and clearance before entry into the Industrial User's premises, the Industrial User shall make necessary arrangements with security guards so that upon presentation of suitable identification, Staff from Metro, the CDPHE, and the EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Unreasonable delays in allowing Metro access to the Industrial User's premises shall be a violation of these *Rules and Regulations*.

All records relating to compliance with Pretreatment Standards and Requirements shall be maintained for at least three (3) years and made available to officials of Metro Water Recovery, the CDPHE, and the EPA upon request. The period of retention may be extended by Metro during the course of any unresolved enforcement proceedings or at the request of Metro.

6.26. WASTEWATER TREATMENT

Industrial Users shall provide Wastewater treatment as required to comply with the requirements of these *Rules and Regulations* and shall achieve compliance with all National Categorical Pretreatment Standards within the time limitations as specified by the federal pretreatment regulations. Any facilities required to pretreat Wastewater to a level acceptable to Metro Water Recovery shall be provided, operated, and maintained at the Industrial User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to Metro for review and shall be acceptable to Metro before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the Industrial User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to Metro under the provisions of these *Rules and Regulations*.

6.27. CONFIDENTIAL INFORMATION

Information and data on an Industrial User obtained from reports, questionnaires, permit applications, permits, monitoring programs, and inspections shall be available to the public or other governmental agency without restriction unless the Industrial User specifically designates and is able to demonstrate to the satisfaction of Metro Water Recovery that the release of such information would divulge sales or marketing data, processes, or methods of production entitled to protection as "Confidential Business Information" of the Industrial User. Wastewater constituents and characteristics will not be recognized as confidential information. It shall be the Industrial User's obligation to stamp each page, which has been demonstrated to Metro's satisfaction to contain trade secrets, with the words "Confidential Business Information," "Confidential Information," or "Confidential." A failure by the Industrial User to designate and identify any document in this manner may result in the document losing its protection from disclosure as confidential business information.

Except as required by law, Confidential Business Information shall not be made available for inspection by the public. Such information shall be made available upon request to governmental entities or agencies for uses related to these *Rules and Regulations*, Metro Water Recovery's NPDES/CDPS Permit and/or the Pretreatment Program in accordance with 40 CFR Part 2. Confidential Business Information shall not be transmitted to any governmental agency or entity for other uses by Metro except upon written request and after a ten (10) day notification and right to object is given to the Industrial User. Such notification shall not be required in certain circumstances provided for in 40 CFR Part 2. If after a request for public inspection, a person or entity challenges the determination of any record to protection as Confidential Business Information, the Industrial User shall cooperate, to the fullest extent possible and at the Industrial User's own expense, with Metro in the defense of the determination. At the request of Metro the Industrial User shall, at the Industrial User's expense, provide a defense to such challenge.

6.28. REMEDIES FOR NONCOMPLIANCE; ENFORCEMENT

Remedies for noncompliance shall be implemented in accordance with the procedures defined in Metro Water Recovery's Enforcement Response Plan / Pretreatment Enforcement Management System. [Note: The term Pretreatment Enforcement Management System is now retired, though it is still referenced in several other documents.]

6.28.1. Notice Of Violation

Whenever Metro Water Recovery determines any Industrial User has violated or is violating any provision of these *Rules and Regulations* or a permit or any directives or orders issued hereunder, Metro may serve upon such Industrial User a verbal or written notice stating the nature of the violation(s). Where directed to do so by the notice, a plan for the satisfactory correction of the violation(s) shall be submitted to Metro by the Industrial User, within a time frame as specified in the notice.

6.28.2. Administrative Orders

Whenever Metro Water Recovery determines any Industrial User has violated or is violating any provision of these *Rules and Regulations*, or any directives, orders, or permits issued hereunder, Metro may serve upon such Industrial User a written order stating the nature of the violations(s), and requiring that the Industrial User correct the violation(s) within a specified period of time; perform such tasks as Metro determines are necessary for the Industrial User to correct the violations; or perform such tasks and submit such information as is necessary for Metro to

evaluate the extent of noncompliance or to determine appropriate enforcement actions to be taken.

6.28.3. Compliance Orders; Compliance Schedules

Whenever Metro Water Recovery determines any Industrial User has violated or is violating any provision of these *Rules and Regulations*, or any directives, orders or permits issued hereunder, Metro may serve upon the Industrial User a written order requiring that the Industrial User submit, within a time frame as specified in the notification, a plan (compliance schedule) for the satisfactory correction of such violation(s).

The compliance schedule must represent the shortest schedule by which the Industrial User will provide additional treatment or perform such other tasks as will enable the Industrial User to consistently comply with applicable requirements. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to compliance (e.g., hiring an engineer, completing preliminary plans for pretreatment systems, completing final plans, executing contracts for major components, commencing construction, completing construction). In no case shall an increment of progress exceed nine (9) months.

Upon approval by Metro Water Recovery, the compliance schedule will be issued to the Industrial User as an administrative order which contains the approved schedule milestones and any applicable reporting requirements. Issuance of a compliance schedule by Metro does not release the Industrial User of liability for any violations.

Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the Industrial User shall submit a progress report to Metro Water Recovery including, at a minimum, information on whether or not the Industrial User complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason(s) for delay, and the steps being taken by the Industrial User to return to the schedule established. At no time shall this progress report relieve the Industrial User from additional violations or determinations of non-compliance or determination of significant noncompliance per 40 CFR 403.8(f)(2)(viii) for failing to meet the requirements of a compliance schedule.

6.28.4. Consent Orders

Metro Water Recovery may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any Industrial User responsible for non-compliance. Such documents will include specific action to be taken by the Industrial User to correct the non-compliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Section 6.28.2 of these *Rules and Regulations* and shall be judicially enforceable. Use of a Consent Order shall not be a bar against, or prerequisite for, taking any other action against the Industrial User.

6.28.5. Show Cause Hearings

Metro Water Recovery may order an Industrial User which has violated or is violating any provision of these *Rules and Regulations*, or any directives, orders, or permits issued hereunder, or any other pretreatment standard or requirement, to appear before Metro and show cause why the proposed enforcement action should not be taken. Notice shall be served on the Industrial User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the Industrial User show cause why the proposed enforcement

action should not be taken. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the Industrial User.

6.28.6. Suspension of Service

Metro Water Recovery may suspend the Wastewater treatment service and/or a permit when such suspension is necessary, in the opinion of Metro, 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 Pass Through or Interference or causes Metro to violate any condition of its NPDES/CDPS Permit. Service may also be suspended in accordance with Metro's Enforcement Response Plan. [Note: Previously Pretreatment Enforcement Management System.] If necessary, Metro may seek injunctive relief against the violating Connector or Contracting Municipality and any Industrial User contributing significantly to the emergency condition.

Any Industrial User notified of a 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 Industrial User to comply voluntarily with the suspension order, Metro Water Recovery shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the Metro System or endangerment to any individuals or the environment. Metro shall reinstate the Wastewater Discharge Permit and/or the Wastewater treatment service upon proof of the elimination of the non-complying discharge. A detailed written statement submitted by the Industrial User describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to Metro within fifteen (15) days of the date of occurrence.

6.28.7. Permit Revocation

Any Industrial User who has violated or is violating any provision of these *Rules and Regulations*, or any orders or permits issued hereunder, is subject to having its permit revoked. Grounds for permit revocation include, but are not limited to:

1. Failure of an Industrial User to factually report the Wastewater constituents and characteristics of its discharge.
2. Failure of the Industrial User to report significant changes in operations, or Wastewater constituents and characteristics.
3. Refusal of reasonable access to the Industrial User's premises for the purpose of inspection or monitoring.
4. Violation of conditions of the permit.

6.28.8. Penalties

Any Industrial User found to have violated any provision of these *Rules and Regulations*, or any written requirements, orders, or permits issued hereunder, shall be subject to a penalty not to exceed, except as noted below, five thousand dollars (\$5,000) for such violation. Penalty amounts shall be determined in accordance with procedures and/or policies developed to support implementation of Metro Water Recovery's Enforcement Response Plan, as may be amended from time to time, up to the maximum amount allowed by this regulation. [Note: Previously in accordance with Pretreatment Enforcement Management System.] Each day on which a violation occurs or continues shall be deemed a separate and distinct violation. In the case of violations

of monthly or other long-term average discharge limitations, penalties may be assessed for each day in the period covered by the violations.

In addition to the penalties provided herein, Metro Water Recovery may recover reasonable attorney's fees, court costs, expert fees, court reporter's fees, and other expenses of litigation against the Industrial User found to have violated these *Rules and Regulations*, or any written requirements, orders, or permits issued hereunder. Such penalties shall be in addition to any actual damages Metro may incur because of such violations. In addition, any Industrial User discharging toxic Pollutants which cause an increase in the cost of managing the influent, effluent, biosolids, or solid wastes of Metro's treatment facility, shall pay for such increased costs.

Where a violation is found to have caused Interference or Pass Through, the maximum penalty of \$5,000 per violation as described above may be increased as necessary to allow Metro Water Recovery to recover any fines or penalties paid by Metro for NPDES/CDPS Permit violations due to the Interference or Pass Through.

6.28.9. Legal Action

If any person discharges Sewage, industrial wastes or other wastes into the Metro System contrary to the provisions of these *Rules and Regulations*, or any orders or permits issued hereunder, or any other Pretreatment Standard or Requirement, Metro Water Recovery's attorney may commence an action for appropriate legal and/or equitable relief in Metro Court. When Metro finds an Industrial User has violated, or continues to violate, any provision of these *Rules and Regulations*, or any written requirements, orders or permits issued hereunder, or any other Pretreatment Standard or Requirement, Metro may petition the Court for the issuance of a temporary restraining order or permanent injunction, as appropriate, which restrains or compels the specific performance of the permit, order, or other requirement imposed by these *Rules and Regulations* on the activities of the Industrial User. Metro may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the Industrial User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against an Industrial User.

6.28.10. Federal Penalties for Falsification of Reports

Sections 309(c)(4) and 309(c)(6) of the Clean Water Act, as amended, published at Title 33 of the *United States Code*, Section 1251, et seq. [33 U.S.C. §1251]), at 33 U.S.C. §1319, and 18 U.S.C. §1001, provide that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this Section 6, including monitoring reports or reports of compliance or noncompliance, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this Section 6 shall, upon conviction, be punished by a monetary fine, or by imprisonment for not more than two years, or by both, for the first such conviction. Subsequent convictions under this Section shall be punished by monetary fines, or by imprisonment of not more than four (4) years, or by both. Maximum civil monetary fine amounts that may be assessed, upon conviction, for falsification of reports are prescribed in the most current Civil Monetary Penalty Adjustment Rule, 40 C.F.R., Part 19 as amended.

6.28.11. Appeal and Hearing Procedure

Any Industrial User who is aggrieved by any enforcement action taken by Metro Water Recovery pursuant to this Section 6.28 may within thirty (30) days of the receipt of notice of the determination, order, or finding being appealed request in writing via mail or electronic mail, receipt confirmed, that the Chief Executive Officer review the enforcement action. The request (Letter of Appeal) shall state all points of disagreement and objection to the determination, order, or finding. If the Chief Executive Officer reaffirms the action, the Industrial User may appeal this decision following the provisions of Section 10, of these *Rules and Regulations*. It shall not be a defense for a permittee in an enforcement action to claim it would have been necessary to halt or reduce the regulated activity to maintain compliance with the conditions of these *Rules and Regulations*, a permit or directive, order issued hereunder, or any other Pretreatment Standard or Requirement.

6.28.12. Annual Publication for Significant Noncompliance

Metro Water Recovery will publish an annual notice in a newspaper of general circulation that provides meaningful public notice within Metro's service area, a list of Industrial Users found to be in significant noncompliance during the previous year with Pretreatment Standards or Pretreatment Requirements. For the purposes of Section 6 of *Rules and Regulations*, "significant noncompliance" is as defined in 40 CFR §403.8(f)(2)(viii).

6.29. CHARGES AND FEES

Charges and fees to be assessed against Industrial Users will be determined by the Chief Executive Officer and, where instituted, will be set at a level to allow Metro Water Recovery to recover its costs for administering elements of the Pretreatment Program. Program elements for which charges and fees may be assessed include, but are not limited to, permit applications; monitoring, inspection, and surveillance activities; and general program administration.

6.30. AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

6.30.1. Upset

1. For the purposes of this Section, Upset means an exceptional incident in which there is unintentional and temporary noncompliance with Categorical Pretreatment Standards because of factors beyond the reasonable control of the Industrial User. An Upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
2. An Upset shall constitute an affirmative defense to an action brought for noncompliance with Categorical Pretreatment Standards if the requirements of paragraph (3) below are met.
3. An Industrial User who wishes to establish the affirmative defense of Upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - A. An Upset occurred and the Industrial User can identify the cause(s) of the Upset;
 - B. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

- C. The Industrial User has submitted the following information to Metro Water Recovery within twenty-four (24) hours of becoming aware of the Upset [if this information is provided orally, a written submission must be provided within five (5) days]:
 - a. A description of the discharge and cause of noncompliance;
 - b. The period of noncompliance, including exact dates and times or, if not corrected at the time of the submission, the anticipated time the noncompliance is expected to continue; and
 - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- 4. In any enforcement proceeding, the Industrial User seeking to establish the occurrence of an Upset shall have the burden of proof.
- 5. Industrial Users shall have the opportunity for a judicial determination on any claim of Upset only in an enforcement action brought for noncompliance with Pretreatment Standards or Requirements.
- 6. An Industrial User shall control production of all discharges to the extent necessary to maintain compliance with National Pretreatment Standards and Requirements, including Categorical Pretreatment Standards, upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

6.30.2. Bypass

- 1. For the purposes of this Section,
 - A. Bypass means the intentional diversion of wastestreams from any portion of an Industrial User's treatment facility.
 - B. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a Bypass. Severe property damage does not mean economic loss caused by delays in production.
- 2. An Industrial User may allow any Bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These Bypasses are not subject to the provision of paragraphs (3) and (4) of this Section.
- 3. Bypass Notifications
 - A. If an Industrial User knows in advance of the need for a Bypass, it shall submit prior notice to Metro Water Recovery at least ten (10) days before the date of the Bypass, if possible.
 - B. An Industrial User shall submit oral notice to Metro Water Recovery of an unanticipated Bypass that results in an exceedance of applicable Pretreatment Standards or

Requirements within twenty-four (24) hours from the time it becomes aware of the Bypass. A written submission shall also be provided within five (5) days of the time the Industrial User becomes aware of the Bypass. The written submission shall contain a description of the Bypass and its cause; the duration of the Bypass, including exact dates and times, or, if the Bypass has not been corrected at the time of the submission, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the Bypass. Metro may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

4. Prohibition of Bypass

- A. Bypass is prohibited, and Metro Water Recovery may take an enforcement action against an Industrial User for a bypass, unless:
 - a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - c. The Industrial User submitted notices as required under paragraph (3) of this Section.
- B. Metro Water Recovery may approve an anticipated bypass, after considering its adverse effects, if Metro determines it will meet the three conditions listed in paragraph (4)(A) of this Section.

Revisions	03/94	04/96	04/99	01/01	03/01	04/03	06/06
	01/08	09/09	09/10	10/13	06/14	07/18	xx/21

SECTION 6

PRETREATMENT PROGRAM

6.1. GENERAL

The Pretreatment Program of Metro Water Recovery is designed to enable Metro to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code [U.S.C.] Section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part 403), conditions of its National Pollutant Discharge Elimination System (NPDES) Permits or Colorado Discharge Pollutant System (CDPS) Permits, as applicable, Operating Permit (Air), and any other permit and applicable sludge disposal regulations, and to meet the following objectives:

1. To prevent the introduction of Pollutants into the Metro System which will interfere with the operation of The Metro System or contaminate the sludge.
2. To prevent the introduction of Pollutants into the Metro System which will Pass Through the Metro System, inadequately treated, into the receiving waters or the atmosphere, or otherwise be incompatible with the Publicly Owned Treatment Works.
3. To prevent the introduction of Pollutants into the Metro System which might constitute a hazard to humans or to animals.
4. To ensure Metro's ability to recycle and reclaim Wastewater and sludge.
5. To enable Metro to comply with its NPDES or CDPS permit conditions, sludge use and disposal requirements, and any other applicable federal or state laws.

6.2. APPLICABILITY

Any Industrial User, the Sewage or Wastewater from which directly or indirectly enters or has the potential to enter the Metro System from areas within or without the boundaries of Metro, shall be bound by these *Rules and Regulations*, Section 5, and this Section 6 as they now exist or may hereafter be amended. These *Rules and Regulations* may be enforced against any Industrial User.

6.3. RESERVED

6.4. RESERVED

6.5. RESERVED

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6.7. RESERVED

6.8. RESERVED

6.9. RESERVED

6.10. RESERVED

6.11. RESERVED

6.12. METRO WATER RECOVERY MONITORING / RIGHT TO INSPECT

For the purpose of determining the quantity, quality, and other characteristics of any Sewage which shall be or may be delivered and discharged into the Metro System by a Connector or Contracting Municipality, or into the Municipal Sewer System by any Industrial User, Metro Water Recovery shall have the right at all reasonable times to enter and to inspect the Municipal Sewer System or any industrial or commercial installations connected thereto or any other connections which contribute or have a potential to contribute Sewage or wastes to the Municipal Sewer System and to inspect and copy records, to take samples and to make tests, measurements, and analyses of Sewage or other wastes in, entering, or with a potential to enter, or to be discharged into such Municipal Sewer System; and to require the installation of facilities and equipment necessary to monitor such discharges or to ensure no discharge occurs. Metro will make and will keep records of tests, measurements, and analyses of such Sewage or other wastes entering such Municipal Sewer Systems and, where appropriate or requested, forward to each Connector or Contracting Municipality the results of such tests, measurements, and analyses appertaining thereto.

6.13. GENERAL REQUIREMENTS REGARDING DELETERIOUS WASTES

The following Sewage, water, substances, materials, or waste are prohibited from being discharged into the Metro System or into the Municipal Sewer System by any Industrial User unless authorized through prior written permission by Metro Water Recovery. Written permission by Metro may include, but not be limited to, the imposition of site-specific limitations, Best Management Practices, and/or requirement to obtain a discharge permit pursuant to Section 6.22.1. These Requirements and prohibitions may be imposed directly on process Wastewaters prior to dilution by domestic or other Wastewaters discharged by Industrial Users.

Approval of such a discharge may be restricted to wastes generated within Metro Water Recovery's service area, is solely at the discretion of Metro Water Recovery and shall not constitute approval of any additional or similar discharges. The conditions, site-specific limitations or Best Management Practices imposed by Metro or terms of any permit or approval issued in relation to such discharges by Metro shall not be subject to the appeal and hearing procedure set forth in Section 10 of these *Rules and Regulations*.

1. Any night soil or septic tank pumpage.
2. Sludge or other material from sewage or industrial waste treatment plants or from water treatment plants.

3. Water which has been used for cooling or heat transfer purposes without recirculation discharged from any system of condensation, air conditioning, refrigeration, or similar use.
Discharge from cooling towers, boilers, closed-loop heat transfer systems, and any other cooling/heating system treated with molybdenum-containing water treatment chemicals.
4. Any wastes that contain concentrated dye wastes or other wastes are either highly colored or could become highly colored by reacting with any other wastes.
5. Stormwater, directly or indirectly, from surface drains, ditches, or streams, storm or combined sewers, roof, or from any other means, except as authorized in Section 301 of the Service Contract or by Metro's memorandum "Approval of Specific Categories of Outdoor Facilities with Incidental and Insignificant Amount of Stormwater where it is impracticable to Eliminate such Stormwater" dated January 7, 2015, and as it may be amended.
6. Any water or wastes potentially contaminated with (1) transmissible spongiform encephalopathy agents from diseases such as chronic wasting disease, bovine spongiform encephalopathy, scrapie, Creutzfeldt-Jakob disease; (2) foot-and-mouth disease agents; or (3) anthrax.
7. Any wastes which are unusual in composition (i.e., contain an extremely large amount of suspended solids or BOD); are high in dissolved solids such as sodium chloride, calcium chloride, or sodium sulfate; contain substances conducive to creating tastes or odors in drinking water supplies; otherwise make such waters unpalatable even after conventional water purification treatment; or are in any other way extremely unusual.
8. Solids, sludges, filter backwash, or other Pollutants removed in the course of treatment or control of Wastewater (including, but not limited to, materials which have been removed by catch basins, grease traps, sand traps, or pretreatment systems/devices), or acquired from another person or location.
9. Any blood and other bodily fluids from hospitals, clinics, offices of medical doctors, medical laboratories, or other medical facilities that have not been rendered noninfectious.
10. Any garbage other than that received directly into the Municipal Sewer System from domestic and commercial garbage grinders in dwellings, restaurants, hotels, stores, and institutions, by which such garbage has been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in public sewers with no particle greater than one-half (1/2) inch in any dimension.
11. Any water or wastes containing grease or oil and other substances that will solidify or become discernibly viscous at temperatures between 32°F and 150°F.
12. Water accumulated in excavations or accumulated as the result of grading, water taken from the ground by well points, or any other drainage associated with construction.
13. Groundwater, directly or indirectly from areaway, sumps and sump pumps, or foundation drains, or from any other means, including subsurface drainage.
14. Any Wastewater discharges to the Metro System, except at locations approved by Metro.

15. Any waste stream not included in 6.13 or 6.14 that is regulated under one or more National Emissions Standards for Hazardous Air Pollutants (NESHAP) listed in the Code of Federal Regulations (C.F.R), Title 40 Parts 61 and 63 (40 CFR 61 and 40 CFR 63).
16. Brine or other concentrated waste streams from reverse osmosis, other membrane filtration, ion-exchange or similar processes from drinking water treatment plants.

6.14. PROHIBITED DISCHARGES

No Industrial User, whether or not subject to the National Categorical Pretreatment Standards or any other national, State, district, or local Pretreatment Standards and Requirements, shall contribute or cause to be contributed, directly or indirectly, any Pollutant or Wastewater which will Pass Through or Interfere with the operation or performance of Metro Water Recovery. None of the following described Sewage, water, substances, materials, or wastes shall be discharged into the Metro System or into the Municipal Sewer System by any Industrial User. These Requirements and prohibitions may be imposed directly on process Wastewater prior to dilution by domestic and other Wastewater discharged by Industrial Users. Site-specific limitations and/or Best Management Practices and/or requirements to obtain a discharge permit pursuant to Section 6.22.1 may be developed and imposed on Industrial Users to ensure compliance with the prohibitions of this Section.

1. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the Metro System, any Municipal Sewer System, or to the operation of Metro Water Recovery. At no time shall any reading on an explosion hazard meter, at the point of discharge into the Metro System or any Municipal Sewer System (or at any point in the Systems), or at any monitoring location designated by Metro in a Wastewater Discharge Permit, be more than ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides.
2. Any solid or viscous material which could cause an obstruction to Flow in the Metro System or in any way could interfere with the treatment process, including as examples of such materials but without limiting the generality of the foregoing, significant proportions of ashes, wax, paraffin, cinders, sand, mud, straw, shavings, metal, glass, rags, wipes, diapers, paper towels, napkins, toilet bowl scrub products, lint, feathers, tars, plastics, wood and sawdust, paunch manure, hair and fleshings, entrails, lime slurries, beer and distillery slops, grain processing wastes, grinding compounds, acetylene generation sludge, chemical residues, acid residues, food processing bulk solids, snow, ice, and all other solid objects, material, refuse, and debris not normally contained in sanitary Sewage.
3. Any Wastewater having a pH less than 5.0 for discharges from Industrial Users or Wastewater having any other corrosive property capable of causing damage or hazard to any part of the Metro System or any Municipal Sewer System.
4. Any Wastewater having a temperature which will inhibit biological activity at Metro Water Recovery's treatment plant, but in no case Wastewater containing heat in such amounts that the temperature at the introduction into Metro's treatment plant exceeds 40°C (104°F).
5. Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a Flow rate and/or Pollutant concentration which cause Pass Through or Interference. In no case shall a slug load have a Flow rate or contain concentrations or qualities of Pollutants that exceed

for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities, or Flow during normal operation.

6. Any water or wastes containing a toxic substance in sufficient quantity, either singly or by interaction with other substances, to injure or interfere with any sewage treatment process, to constitute a hazard to humans or to animals, or to create any hazard or toxic effect in the waters which receive the treated or untreated Sewage.
7. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, each in amounts that will cause Interference or Pass Through.
8. Pollutants which result in the presence of toxic gases, vapors, or fumes within the Metro System or any Municipal Sewer System in a quantity that may cause acute worker health and safety problems.
9. Any trucked or hauled pollutants except at discharge points designated by Metro Water Recovery.
10. Any water or wastes containing Pollutant quantities or concentrations exceeding the limitations in Section 6.18 of these *Rules and Regulations* or the limitations in any applicable Categorical Standards.
11. Wastewater which alone or in conjunction with other sources causes Metro Water Recovery's effluent to fail toxicity testing.
12. Detergents, surface-active agents, or other substances which alone or in conjunction with other sources cause excessive foaming in the Metro System or at the treatment plants.
13. Any hazardous waste pharmaceuticals or solid wastes from hospitals, clinics, offices of medical doctors, medical laboratories, or other medical facilities, including, but not limited to, hypodermic needles, syringes, instruments, utensils, or other paper and plastic items.
14. Sewage of such a nature and delivered at such a rate as to impair the hydraulic capacity of the Metro System, normal and reasonable wear and usage excepted.
15. Sewage of such a quantity, quality, or other nature as to impair the strength or the durability of the Metro System including sewer structures, equipment or treatment works, either by chemical or by mechanical action.
16. Sewage having a flash point lower than 187°F, as determined by the test methods specified in 40 CFR §261.21.
17. Any radioactive substance, the discharge of which does not comply with Section RH 4.35 of the Colorado Rules and Regulations pertaining to Radiation Control (Volume 6 of the Code of Colorado Regulations, 6 CCR 1007-1, Part 4, et seq.).

18. Any wastes that contain a corrosive, noxious, or malodorous material or substance which, either singly or by reaction with other wastes, is capable of causing damage to the Metro System or to any part thereof, of creating a public nuisance, or a hazard, or of preventing entry into the Metro Interceptor System for maintenance and repair.
19. Any substance which may cause Metro Water Recovery's effluent or any other product of Metro such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the Metro System cause Metro to be in non-compliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Federal Water Pollution Control Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.
20. Any substance which may cause Metro Water Recovery to violate its NPDES or CDPS Permits or the receiving water quality standards.
21. Any waste or Wastewater associated with hydraulic fracturing (fracking) and drilling activities.
22. Any water or Wastewater from alkaline hydrolysis or other chemical decomposition processes of human or animal tissues, remains, or bodies.
23. Any discharge of dry-cleaning process wastes, including new and used tetrachloroethene (perchloroethylene), still bottom oil, and separator water.
24. Any waste or Wastewater containing TENORM Radionuclides - Radium-226, Radium-228, Lead-210, and Polonium-210 in excess of 5 Picocuries/gram (pCi/g). In all cases, discharges of TENORM Radionuclides shall be lower than the EXEMPT levels established by Colorado Code of Regulations (**6 CCR 1007-1 Part 20 et seq.**).

6.15. RESERVED

6.16. SECTOR CONTROL PROGRAMS

Metro Water Recovery may establish sector control programs based on Best Management Practices (BMP) to control specific pollutants as necessary to meet the requirements of this Section for industrial Users that engage in similar activities and discharge similar pollutants. Metro may establish policies for sector control programs as necessary to supplement the requirements included in this Section and Industrial Users subject to these sector control programs must comply with these policies. Industrial Users subject to these sector control programs may be required to install and operate wastewater treatment systems and/or implement BMPs and may be required to apply for a wastewater discharge permit.

6.16.1. Dental Amalgam Control Program

The requirements of Sections 6.16.1.1 through 6.16.1.5 apply to all Dental Facilities except for those Dental Facilities listed in Section 6.16.1.6. Dental Facilities listed in Section 6.16.1.6 must comply with the requirements listed in Sections 6.16.1.7 and 6.16.1.8.

1. By no later than July 14, 2020, Existing Source Dental Facilities shall implement BMPs according to the requirements contained below and shall install, and are required to maintain, and utilize an Amalgam Separator(s) that meet(s) the requirements specified in 40 CFR 441.30 or 441.40.
2. Operations and Maintenance (O&M) Plan. Except for Dental facilities that contract with a third-party service provider that performs all maintenance of the Amalgam Separators, each Dental Facility shall develop and implement an O&M Plan to ensure proper operation and maintenance of all Amalgam Separators and documentation of all maintenance activities. This Plan must be kept current and must address, at a minimum, the following:
 - A. Required maintenance according to manufacturer recommendations.
 - B. Visual inspection of separator(s) at least monthly and inspection log with dates and personnel signatures.
 - C. Collection device replacement per manufacturer recommendation or when solids reach the full line; whichever comes first.
 - D. Disposal of all amalgam wastes in accordance with regulatory requirements.
3. At a minimum, unless specifically waived in writing by Metro Water Recovery, the following BMPs shall be implemented and documented to verify compliance.
 - A. Amalgam selection. The Dental Facility shall use pre-capsulated, single-use Amalgam.
 - B. Equipment. All dental chairs at which dental amalgam may be present in the resulting wastewater shall be equipped with chair-side traps and all vacuum pumps shall be equipped with traps or filters. All equipment shall be cleaned and maintained in accordance with the manufacturer's instructions.
 - C. Dental Facility staff shall be trained in the proper handling and disposal of Amalgam material and keep a log documenting such training.
 - D. The Dental Facility shall use non-chlorine or non-oxidizing disinfectants and neutral cleaners. When cleaning filters or collecting scrap Amalgam, the Dental Facility shall not rinse screens, filters, traps, or Amalgam Separators, or any other Amalgam-containing equipment over sinks or drains. Spilled Amalgam must be cleaned up immediately. Each Dental Facility must provide protection from accidental discharges.
 - E. All contact and non-contact Amalgam scrap shall be salvaged and stored in structurally sound, tightly closed, and appropriately labeled containers.
 - F. The Dental Facility shall recycle all Amalgam waste by transferring the waste to an offsite recycling facility or shall manage and dispose of the waste in accordance with applicable federal, state, and local hazardous waste laws and regulations.

- G. At no time shall Amalgam waste be disposed or flushed down the drain or toilet.
4. Record Keeping. Excluding the One-Time Compliance Report, which must be maintained as long as a Dental Facility is in operation or until ownership is transferred, the following documentation shall be established and maintained in either physical or electronic format for no less than three (3) years and must be made available for Metro Water Recovery review upon request:
- A. Documentation of amalgam retaining container or equivalent container replacement (including the date, as applicable).
 - B. Documentation of all dates that collected dental amalgam is picked up or shipped for proper disposal in accordance with 40 CFR 261.5(g)(3) including copies of receipts, manifests, and other documents that include the date(s) of the amalgam waste collection and the name of the permitted or licensed treatment, storage, or disposal facility receiving the amalgam retaining containers.
 - C. Documentation of any repair or replacement of an amalgam separator or equivalent device, including the date, person(s) making the repair or replacement, and a description of the repair or replacement (including make and model).
5. Compliance Reporting.
- A. For Existing Source Dental Facilities that have not previously submitted a Compliance Certification to Metro Water Recovery, a One-Time Compliance Report must be submitted to Metro by no later than October 12, 2020. If a Dental Facility transfers ownership of the facility, the new owner must submit a new One-Time Compliance Report to Metro no later than 90 days after the transfer.
 - B. For New Source Dental Facilities, a One-Time Compliance Report must be submitted to Metro Water Recovery no later than 90 days following the commencement of discharge to Metro.
 - C. The One-Time Compliance Report must be signed and certified by a responsible corporate officer, a general partner or proprietor if the dental discharger is a partnership or sole proprietorship, or a duly authorized representative in accordance with the requirements of 40 CFR 403.12(l).
 - D. The One-Time Compliance Report must include the following information:
 - a. The facility name, physical address, mailing address, and contact information.
 - b. Name(s) of the operator(s) and owner(s).
 - c. A description of the operation at the Dental Facility including: the total number of chairs, the total number of chairs at which dental amalgam may be present in the resulting wastewater, and a description of any existing amalgam separator(s) or equivalent device(s) currently operated to include, at a minimum, the make, model, and year of installation.

- d. Certification that the amalgam separator(s) or equivalent device is designed and will be operated and maintained to meet the requirements specified in 40 CFR 441.30 or 441.40.
 - e. Certification that the Dental Facility is implementing BMPs specified in Section 6.16.1.4, 40 CFR 441.30(b) or 441.40(b) and will continue to do so.
 - f. The name of the third-party service provider that maintains the amalgam separator(s) or equivalent device(s) operated at the Dental Facility, if applicable. Otherwise, a copy of the O&M Plan required under Section 6.16.1.2, which must explain the practices employed by the facility to ensure proper operation and maintenance in accordance with 40 CFR 441.30 or 441.40.
 - g. Other information deemed necessary by Metro Water Recovery to confirm compliance with the requirements of this Section 6.16.1.
6. Exempt Dental Facilities include the following:
- A. Dental Facilities that exclusively practice one or more of the following: oral pathology, oral and maxillofacial radiology, oral and maxillofacial surgery, orthodontics, periodontics, and prosthodontics.
 - B. Mobile Dental Facilities.
 - C. Dental Facilities that do not place any amalgam.
 - D. Dental Facilities whose removal of teeth with amalgam comprises less than 5 percent of the Dental Facility's business.
7. Exempt Dental Facility Reporting Requirements. For Existing Dental Facility Sources, a One-Time Compliance Report must be submitted to Metro Water Recovery no later than October 12, 2020, or 90 days after a transfer of ownership. For New Dental Facility Sources, a One-Time Compliance Report must be submitted to Metro no later than 90 days following the commencement of discharge to Metro. The One-Time Compliance Report must:
- A. Be signed and certified by a responsible corporate officer, a general partner or proprietor if the dental discharger is a partnership or sole proprietorship, or a duly authorized representative in accordance with the requirements of 40 CFR 403.12(l).
 - B. Include the following information:
 - a. Facility name.
 - b. Physical address.
 - c. Mailing address.
 - d. Contact information.
 - e. Name of the operator(s) and owner(s).
 - f. Identification of the basis for Exemption under Section 6.16.1.6.

- g. A certification statement that the Dental Facility does not place dental amalgam; or for Dental Facilities exempted under Section 6.16.1.6. a certification statement that removal of teeth with amalgam comprises less than 5 percent of its business.
8. Exempt Dental Facility Recordkeeping Requirements. As long as an Exempt Dental Facility is in operation, or until ownership is transferred, the Exempt Dental Facility, or an agent or representative of the Exempt Dental Facility, must maintain the One-Time Compliance Report required in Section 6.16.1.7 and make it available for inspection in either physical or electronic form.

6.17. RESERVED

6.18. SPECIFIC DISCHARGE LIMITATIONS – LOCAL LIMITS

6.18.1. Metro Water Recovery Limitations

No Significant Industrial User shall discharge water or wastes containing pollutant quantities or concentrations exceeding the daily maximum limitations listed in this section.

		<u>Daily Maximum Limit*</u> <u>mg/L</u>				<u>Daily Maximum Limit*</u> <u>mg/L</u>
1.	Arsenic (total)	0.33		7.	Molybdenum (total)	0.43
2.	Cadmium (total)	0.06		8.	Nickel (total)	5.1
3.	Chromium (total)	3.6		9.	Selenium (total)	0.35
4.	Copper (total)	6.1		10.	Silver (total)	2.9
5.	Lead (total)	2.2		11.	Cyanide (total)	0.30
6.	Mercury (total)	0.005		12.	Zinc (total)	15.6

*For the purposes of these Rules and Regulations Daily Maximum Limit shall mean: The maximum allowable discharge limit of a pollutant during a calendar day or representative sampling period not to exceed 24 hours. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

6.18.2. Site-Specific Metro Water Recovery Limitations

Metro Water Recovery may develop site-specific limits on an as-needed basis. Industrial User compliance with site-specific limits is additional to all other applicable limits specified in this Section 6.18.

1. The following site-specific limits may be implemented through permit or other control mechanism to control discharges containing related pollutants of concern.

HEM (Oil and Grease)	200 mg/L
HEM-SGT (Total Petroleum Hydrocarbons)	100 mg/L
Benzene	50 ug/L
BTEX (benzene, Toluene, ethyl benzene, xylene)	750 ug/L

6.18.3. National Pretreatment Standards and Requirements

Once promulgated, Categorical Standards for a particular industrial subcategory, if more stringent, shall supersede all conflicting discharge limitations contained in this Section 6, as they apply to that industrial subcategory. All Industrial Users must comply with all applicable National Pretreatment Standards and Requirements.

6.18.4. State Requirements

State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those contained elsewhere in this Section 6.

6.18.5. Dilution Prohibited

Except where permitted by Categorical Standards, no Industrial User may increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to attain compliance with the limitations contained in National Categorical Pretreatment Standards or any other specific discharge limitations contained in this Section 6. Metro Water Recovery may set or require a Connector or Contracting Municipality to set mass limitations or alternate concentration-based limitations for those Industrial Users which are using improper dilution to meet these limitations.

6.19. RESERVED

6.20. NOTIFICATION/REPORTING OF POTENTIAL PROBLEM DISCHARGES

6.20.1. Accidental, Unusual, or Slug Discharges

An accidental or unusual discharge is a discharge which differs significantly in quantity or quality from discharges under normal conditions and may disrupt the Metro System treatment processes or operations, Pass Through the Metro System into the receiving waters or the atmosphere, damage the Metro System facilities, cause an NPDES/CDPS Permit violation at a Metro Water Recovery treatment plant, degrade sludge quality, or constitute a hazard to humans or to animals. A Slug Discharge is any discharge of a nonroutine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate Metro's *Rules and Regulations*, local limits, or permit conditions.

1. Accidental Discharge Protection. Each Industrial User shall provide protection from accidental or unusual discharges of prohibited materials or other substances regulated by these *Rules and Regulations*. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the Industrial User's own cost and expense.
2. Notification Requirements.
 - A. Telephone Notification. In the case of any accidental, unusual, or Slug Discharge, it is the responsibility of the Industrial User to immediately telephone and notify Metro Water Recovery of the incident. The notification shall include the caller's name and contact information, date and time of the call, date and start and end times of the discharge, location of discharge, type of waste, concentration and volume, and corrective actions taken.
 - B. Written Notice. Within five (5) days following an accidental, unusual, or Slug Discharge, the Industrial User shall, unless this requirement is waived by Metro Water Recovery, submit to Metro a detailed written report describing the cause of the discharge and the measures to be taken by the Industrial User to prevent similar future occurrences. Such notification shall not relieve the Industrial User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the Industrial User of any fines, civil penalties, or other liability which may be imposed by these Rules and Regulations or other applicable law.
 - C. Notice To Employees. A notice shall be permanently posted on the Industrial User's bulletin board or other prominent place advising employees who to call in the event of an accidental, unusual, or Slug Discharge. Employers shall ensure all employees who may cause or suffer such an accidental, unusual or slug discharge to occur are advised of the emergency notification procedure.
 - D. Slug Notification. Significant Industrial Users are required to notify Metro Water Recovery immediately of any changes at its facility affecting the potential for Slug Discharge.

6.20.2. Slug Discharge Plan Requirements

In accordance with 40 CFR §403.8(f)(2)(vi), Metro Water Recovery shall evaluate whether each Significant Industrial User needs a plan to control Slug Discharges. If a Slug Discharge plan is needed, it shall be submitted to Metro for review and approval as directed by Metro and shall contain, at a minimum, the following elements:

1. A description of discharge practices, including non-routine batch discharges.
2. A description of stored chemicals.
3. Procedures for immediately notifying Metro Water Recovery of Slug Discharges, including any discharge that would violate any prohibition or limitation under Sections 6.13, 6.14, or 6.18 of these *Rules and Regulations*, with procedures for follow-up written notification within five (5) days.
4. If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading

and unloading operations, control of plant-site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

6.20.3. Discharge Violation/Repeat Sampling and Reporting

If sampling performed by an Industrial User indicates a violation of these *Rules and Regulations* or any permit or any other pollutant limits established pursuant thereto, the Industrial User must notify Metro Water Recovery within twenty-four (24) hours of becoming aware of the violation. The Industrial User shall also repeat the sampling and analysis for any Pollutants in violation and submit the results of the repeat analysis to Metro within thirty (30) days after becoming aware of the violation. Resampling by the Industrial User may not be required if Metro performs sampling at the Industrial User's facility at least once a month, or if Metro performs sampling at the Industrial User's facility between the time the initial sampling was conducted and the time the Industrial User or Metro receives the results of this sampling.

Metro Water Recovery may also require additional sampling and analysis upon a finding of a discharge violation based on sampling performed by Metro, the Industrial User, or any other entity.

Unless waived by Metro Water Recovery, within five (5) working days of becoming aware of any violation from self-monitoring, Metro monitoring, or other agency monitoring events, the Industrial User shall submit to Metro a detailed written report describing the cause of the violation and the measures taken or to be taken by the Industrial User to prevent similar future occurrences. Such notification shall not relieve the Industrial User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the Industrial User of any fines, civil penalties, or other liability which may be imposed by these *Rules and Regulations* or other applicable laws or regulations.

6.20.4. Notification/Reporting Of Changed Conditions

Each Industrial User must notify Metro Water Recovery in advance of any significant changes to the Industrial User's operations or system which might alter the nature, quality, or volume of its Wastewater, or any substantial change in the volume of flow or in the volume or character of Pollutants in its discharge. Metro may require the Industrial User to submit such information as may be deemed necessary to evaluate the changed condition.

6.21. HAZARDOUS WASTE DISCHARGE NOTIFICATION

Industrial Users shall notify Metro Water Recovery, the EPA Regional Waste Management Division Director, and the state hazardous waste authorities in writing of any discharge into the POTW of any substance which, if otherwise disposed of, would be considered a hazardous waste under 40 CFR Part 261. Each Industrial User shall notify Metro in advance of any substantial change to such discharge. This notification requirement does not apply to Industrial Users subject to Categorical Pretreatment Standards already being reported under the reporting requirements contained in Section 6.23 of these *Rules and Regulations*. The specific information required to be reported and the time frames in which it is to be reported are found at 40 CFR §403.12(p). The Industrial User is responsible for ensuring compliance with the *Rules and Regulations Pertaining to Hazardous Waste* issued by the CDPHE (Volume 6 of the *Code of Colorado Regulations* 1007-3, Part 260, et seq.).

6.22. WASTEWATER DISCHARGE PERMITS/ GENERAL PERMITS/ZERO DISCHARGE PERMITS

6.22.1. Applicability

All Significant Industrial Users and other Industrial Users as required by Metro Water Recovery, discharging to, proposing to discharge to, or with a potential to discharge to Metro or engaging in certain industrial processes shall obtain a Wastewater Discharge Permit, General Permit, or Zero Discharge Permit. Such permit shall either be issued by Metro or co-issued by the Connector or Contracting Municipality providing sewage services and Metro.

Requirements pertaining to permits co-issued with Municipalities or issued solely by Metro Water Recovery are contained in Metro's *Rules and Regulations*. Permits co-issued with Municipalities may also contain requirements contained in the various municipal codes, ordinances, resolutions, and rules and regulations.

6.22.2. Permit Application

Industrial Users required to obtain a Wastewater Discharge Permit, General Permit, or Zero Discharge Permit shall complete and file with Metro Water Recovery an application on the form prescribed by Metro, and accompanied by a fee, as determined, pursuant to Section 6.29 of these *Rules and Regulations*.

Applications are due:

1. For new dischargers, at least one hundred eighty (180) days prior to beginning discharge to Metro Water Recovery.
2. For existing dischargers who become subject to a newly promulgated Categorical Standard, at least one hundred-eighty (180) days prior to the effective date of such Standard.
3. For existing dischargers who, because of process changes or additions, will become subject to an existing Categorical Standard, at least ninety (90) days prior to beginning discharge from the categorical process.
4. For existing dischargers subject to Categorical Standards as of the effective date of these *Rules and Regulations*, who have not previously obtained a Wastewater Discharge Permit or General Permit, in a time frame specified per notice from Metro Water Recovery not later than thirty (30) days of the effective date of these *Rules and Regulations*.
5. For renewal of Wastewater Discharge Permits, General Permits, and Zero Discharge Permits, at least one hundred-eighty (180) days prior to the expiration date of the current permit.
6. For all other Industrial Users, in a time frame as specified per notice from Metro Water Recovery.

In support of the application, the Industrial User shall submit, in units and terms appropriate for evaluation, the information identified below.

1. Name, mailing address, and facility location.
2. SIC number(s) according to the Standard Industrial Classification (SIC) Manual, Office of Management and Budget, 1987, as amended or the 1997 North American Industrial Classification System (NAICS), as amended.
3. Time and duration of Wastewater discharges.
4. Average daily and thirty (30) minute peak Wastewater flow rates, including daily, monthly, and seasonal variations, if any.
5. Site plan, floor plans, mechanical and plumbing plans, and details to show all sewers, Sewer Connections, and appurtenances by the size, location, and elevation.
6. Description of activities, facilities, and plant processes on the premises including all materials which are or could be discharged.
7. Wastewater constituents and characteristics including, but not limited to, those limited by Sections 6.13 and 6.14 of these *Rules and Regulations*, as determined by a reliable analytical laboratory. Sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended.
8. A statement regarding whether or not the discharge standards and Pollutant limitations contained in Sections 6.13, 6.14 and 6.18 of these *Rules and Regulations*, including any applicable State or National Pretreatment Standards, are being met on a consistent basis and, if not, whether additional Operational Changes and/or installation of new or additional treatment is required for the Industrial User to meet the applicable standards.
9. If additional Pretreatment and/or Operational Changes will be required to meet the discharge standards and pollutant limitations, the shortest schedule by which the Industrial User will provide such additional treatment. For state or National Pretreatment Standards and Requirements, the completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the Industrial User to meet the applicable discharge standards and Pollutant limitations (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction). In no case shall an increment of progress exceed nine (9) months.
10. Each product produced by type, amount, process or processes, and rate of production.
11. The type and amount of raw materials processed (average and maximum per day).
12. The number and type of employees, hours of operation of the plant, and proposed or actual hours of operation of the Pretreatment system.

13. Any other information deemed necessary by Metro Water Recovery to characterize and evaluate the potential and/or actual discharge from the facility and to support associated permitting decisions.
14. Information regarding each waste stream generated by the Industrial User that is regulated under one or more NESHAPs listed in the Code of Federal Regulations (C.F.R), Title 40 Parts 61 and 63 (40 CFR 61 and 40 CFR 63). For each identified waste stream, the waste stream composition, volume generated (per-day/month/year), specific method(s) of disposal and method(s) of compliance with the NESHAPs must be included. If the Industrial User does not generate any waste streams regulated under the above-referenced NESHAPs, the Industrial User must include the following statement:

Based upon my inquiry of the person or persons directly responsible for managing compliance for this facility, including the NESHAPs listed in 40 CFR 61 and 40 CFR 63, I certify that, as of (today's date), to the best of my knowledge and belief (facility name) does not generate any waste streams that are subject to one or more of the NESHAPs listed in 40 CFR 61 and 40 CFR 63.
15. Other conditions as deemed appropriate by Metro Water Recovery to ensure compliance with these *Rules and Regulations*.

6.22.3. Permit Issuance

Metro Water Recovery shall issue a Wastewater Discharge Permit or General Permit to the applicant if Metro finds all of the following conditions are met:

1. The proposed discharge of the applicant is in compliance with the prohibitions and limitations of Sections 6.13, 6.14, and 6.18 of these *Rules and Regulations*;
2. The proposed discharge of the applicant would permit the normal and efficient operation of the Metro System;
3. The proposed discharge of the applicant would not result in a violation by Metro Water Recovery of the terms and conditions of its NPDES/CDPS Permit; and
4. As a result of receiving the proposed discharge of the applicant, the POTW will not be used or considered as the means for the applicant to comply with the requirements of any NESHAPs listed 40 CFR 61 and 40 CFR 63 that are applicable to waste streams generated by the applicant. The proposed discharge of the applicant meets all compliance requirements of all applicable NESHAP(s) using treatment and controls at the applicant's facility, prior to discharge.
5. All SIUs that will be covered under a specific General Discharge Permit must also meet the following criteria pursuant to 40 CFR 403.8(f)(1)(iii)(A)(1):
 - A. Is not subject to production-based categorical Pretreatment Standards or categorical Pretreatment Standards expressed as mass of pollutant discharged per day.
 - B. Is not subject to limits that are based on the Combined Wastestream Formula or Net/Gross calculations.
 - C. Involve the same or substantially similar types of operations.

- D. Discharge the same types of wastes.
- E. Require the same effluent limitations.
- F. Require the same or similar monitoring.
- G. In the opinion of Metro Water Recovery, are more appropriately controlled under a general control mechanism than under individual control mechanisms.

If Metro Water Recovery finds the condition set out in Paragraph 1 of this subsection is not met, Metro may issue a Wastewater Discharge Permit or General Permit to the applicant if the conditions set out in Paragraphs 2-4 of this subsection are met and if the applicant submits, and Metro approves, a schedule setting out the measures to be taken by the applicant and the dates such measures will be implemented to ensure compliance with the provisions of these *Rules and Regulations*.

Metro Water Recovery may issue a Zero Discharge Permit that requires specific controls and/or process configurations to prevent the discharge from specified process operations, or of specified Pollutants, to the POTW.

6.22.4. Permit Denial: Appeal and Hearing

In the event an application for a Wastewater Discharge Permit, General Permit, or Zero Discharge Permit is denied, Metro Water Recovery shall notify the applicant in writing of such denial. Such notification shall state the grounds for denial with that degree of specificity which will inform the applicant of the measures or actions which must be taken by the applicant prior to issuance of a permit.

An applicant denied a Wastewater Discharge Permit, General Permit, or Zero Discharge Permit may request the Chief Executive Officer review the denial and issue a permit. If the Chief Executive Officer reaffirms the denial, the applicant may appeal this decision pursuant to the terms and conditions of Metro Water Recovery's appeal and hearing procedure as set forth in Section 10 of these *Rules and Regulations*.

6.22.5. Permit Conditions

Wastewater Discharge Permits, General Permits, or Zero Discharge Permits shall be expressly subject to all provisions of these *Rules and Regulations*. Wastewater Discharge Permits and General Permits must contain, but are not limited to, the following:

1. A statement of duration (in no case more than five [5] years).
2. A statement of non-transferability without, at a minimum, prior notification to Metro Water Recovery and provision of a copy of the existing permit to the new owner or operator.
3. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards and Requirements, Categorical Pretreatment Standards, specific discharge limitations, as cited in these *Rules and Regulations*; site-specific discharge limitations; and other federal, state, and local law and regulations. Metro Water Recovery reserves the right to establish in permits more stringent Standards or Requirements on discharges consistent with the purpose of these *Rules and Regulations*.

4. Self-monitoring, sampling, reporting, notification, and record-keeping requirements, including an identification of the Pollutants to be monitored (including the process for seeking a waiver for a Pollutant neither present nor expected to be present in the discharge in accordance with 403.12[e][2], or a specific waived Pollutant in the case of an individual control mechanism), sampling locations, sampling frequencies, and sample types. These requirements shall be based on applicable general Pretreatment Standards and Requirements at 40 CFR §403; categorical Pretreatment Standards; specific discharge limitations; state and local law and regulations; and Metro Water Recovery determinations as to the type, quantity, quality, and frequency of information needed to adequately determine compliance with conditions of the permit.
5. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards or Requirements, and any applicable compliance schedules. Such schedules may not extend compliance dates beyond federal deadlines.
6. Requirements to control Slug Discharges, if determined by Metro Water Recovery to be necessary.
7. Requirements for notification of Slug Discharges and any changes at the facility affecting the potential for Slug Discharges.
8. Duty to comply with terms of permit.

Wastewater Discharge Permits and General Permits may also contain the following:

1. A Schedule of Industrial User Charges and Fees pursuant to Section 6.29 of these *Rules and Regulations*.
2. Limits on average and maximum rate and time of discharge or requirements for flow regulation and equalization.
3. Requirements for installation and maintenance of pretreatment equipment; pollution controls or containment devices to reduce, eliminate or prevent the discharge of Pollutants to Metro Water Recovery; and/or inspection and sampling facilities.
4. Requirements for notification to Metro Water Recovery of any new introduction of Wastewater constituents or any substantial change in operations or in the volume or character of the Wastewater constituents being introduced into Metro.
5. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges.
6. Other conditions as deemed appropriate by Metro Water Recovery to ensure compliance with these *Rules and Regulations*.

Zero Discharge Permits may contain the following:

1. A statement of duration (not to exceed five [5] years).
2. Discharge prohibition requirements for specific controls and/or process configurations to prevent the discharge from specified process operations, or of specified Pollutants, to the POTW.

3. Reporting, notification, and record-keeping requirements.
4. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards or Requirements.
5. Requirements for notification of discharges of prohibited Wastewater or any accidental, unusual, or Slug Discharges.
6. Other conditions as deemed appropriate by Metro Water Recovery to ensure compliance with these *Rules and Regulations*.

6.22.6. Permit Modifications

1. The terms and conditions of a Wastewater Discharge Permit, General Permit, or Zero Discharge Permit may be modified by Metro Water Recovery during the term of the permit as limitations or Requirements identified in these *Rules and Regulations* are modified or other just cause exists. The Industrial User shall be informed of any proposed changes in its permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.
2. Within nine (9) months of the promulgation of a National Categorical Pretreatment Standard, the Wastewater Discharge Permit, General Permit, or Zero Discharge Permit of Industrial Users subject to such standard shall be revised to require compliance with such standard within the time frame prescribed by such standard.

6.22.7. Permit Duration; Reapplication

Permits shall be issued for a specified time period, not to exceed five (5) years. The Industrial User shall apply for permit reissuance a minimum of one hundred-eighty (180) days prior to the expiration of the Industrial User's existing Permit.

6.23. REPORTING REQUIREMENTS FOR SIGNIFICANT INDUSTRIAL USERS

6.23.1. Baseline Monitoring Report for Industrial Users Subject to National Categorical Pretreatment Standards

Within 180 days after the effective date of a Categorical Pretreatment Standard, or 180 days after the final administrative decision made upon a category determination submission under 40 CFR §403.6(a)(4), whichever is later, existing Industrial Users subject to such Categorical Pretreatment Standards and currently discharging to or scheduled to discharge to Metro Water Recovery shall submit to Metro a report which contains the information required by 40 CFR §403.12(b)(1)–(7). At least 90 days prior to commencement of discharge, New Sources, and sources that become Industrial Users subsequent to the promulgation of an applicable Categorical Standard, shall be required to submit to Metro a report which contains the information required by 40 CFR §403.12(b)(1)–(7). New Sources shall also be required to include in this report information on the method of Pretreatment the source intends to use to meet applicable Pretreatment Standards and Requirements. New Sources shall give estimates of the anticipated flow and quantity of Pollutants to be discharged.

In cases where the Categorical Pretreatment Standard requires compliance with a Best Management Practice (or pollution prevention alternative), the CIU must submit documentation required by Metro Water Recovery to determine compliance status of the Industrial User. New Sources can provide estimates of the information since discharge cannot commence until a permit is issued.

6.23.2. Initial Compliance Report for Industrial Users Subject to National Categorical Pretreatment Standards

Within ninety (90) days following the date for final compliance with applicable Pretreatment Standards or, in the case of a New Source, following commencement of the introduction of Wastewater into the Municipal Sewer System, or as specified by Metro Water Recovery, any CIU shall submit to Metro a report which contains the information required in 40 CFR 403.12(d). In cases where the Categorical Pretreatment Standard requires compliance with a Best Management Practice (or pollution prevention alternative), the CIU shall submit documentation required by Metro to determine the compliance status of the CIU.

Where applicable Categorical Pretreatment Standards contain limitations on the mass of Pollutants discharged per unit of production, the report shall also contain the Pollutant mass and production information necessary to determine compliance with such Categorical Pretreatment Standards. The report shall state whether the applicable Pretreatment Standards and Requirements are being met on a consistent basis and, if not, what additional O&M and/or pretreatment is necessary to bring the CIU into compliance with the applicable Pretreatment Standards and Requirements. This statement shall be signed by an Authorized Representative of the CIU, and certified to by a qualified professional.

6.23.3. Periodic Compliance Reports

1. Except in the case of Nonsignificant Categorical Users, any CIU, after the compliance date of such Categorical Pretreatment Standard, or, in the case of a New Source, after commencement of the discharge into the Municipal Sewer System, shall submit to Metro Water Recovery during the months of July and January, unless required more frequently in the Categorical Pretreatment Standard or by Metro, a report covering the preceding six (6) months and indicating the nature and concentration of Pollutants in the effluent which are limited by such Categorical Pretreatment Standards. In addition, this report shall include a record of average and maximum daily flows for the reporting period for all regulated processes. In cases where the Categorical Pretreatment Standard requires compliance with a Best Management Practice (or pollution prevention alternative), the CIU shall submit documentation required by Metro to determine the compliance status of the CIU.

Where applicable Categorical Pretreatment Standards contain limitations on the mass of Pollutants discharged per unit of production, the report shall also contain the Pollutant mass and production information necessary to determine compliance with such Categorical Pretreatment Standards. At the discretion of Metro Water Recovery and in consideration of such factors as local high or low flow rates, holidays, and budget cycles, Metro may agree to alter the months during which the above reports are to be submitted.

2. SIUs not subject to National Categorical Pretreatment Standards shall submit to Metro Water Recovery at least once every six (6) months (on dates specified by Metro), unless required more frequently by Metro, a description of the nature, Pollutant concentrations, flows, and, where requested, Pollutant masses, of the discharges required to be reported by Metro. In cases where a Local Limit requires compliance with a BMP or pollution prevention alternative, the SIU must submit the documentation required by Metro to determine the compliance status of the SIU.

6.23.4. Annual Certification by Nonsignificant Categorical Industrial Users

A facility determined to be a Nonsignificant CIU pursuant to 40 CFR 403.3(v)(2) must annually submit the certification statement contained in 40 CFR 403.12.q, signed in accordance with the signatory requirements in 40 CFR 403.12(l). This certification must accompany any alternative report required by Metro Water Recovery.

6.23.5. Annual Certification by Zero Discharge Facilities.

A facility issued a Zero Discharge Permit must annually submit a statement certifying the facility has or has not discharged any prohibited process Wastewater or Pollutants to the Municipal Sewer System. The statement must be signed in accordance with the signatory requirements in 40 CFR 403.12(l).

6.23.6 Signatory Requirements for Submittal of Documents

All documents submitted to Metro Water Recovery required by this Section must signed by an Authorized Representative of Industrial User as defined in Section 2 of these *Rules and Regulations*.

6.24. MONITORING FACILITIES/REQUIREMENTS

- 1) Metro Water Recovery may require to be installed and operated at the Industrial User's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of any discharges as necessary to determine compliance with the provisions of these *Rules and Regulations*.
- 2) There shall be ample room in or near such sampling manhole or facility to allow accurate sampling representative of the discharge and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the Industrial User. All devices shall be calibrated in accordance with manufacturers' specifications to ensure their accuracy, unless a waiver is obtained from, or an alternative method specified by, Metro Water Recovery.
- 3) The sampling and monitoring facilities shall be provided in accordance with Metro Water Recovery's requirements and all applicable local construction standards and specifications. Construction shall be completed within such a time frame as Metro shall specify by written notification.
- 4) Unless specifically stated otherwise, all samples must be preserved, handled, and analyzed according to 40 Part 136 of the *Code of Federal Regulations* (40 CFR 136), *Guidelines Establishing Test Procedures for the Analysis of Pollutants* under the Clean Water Act, and amendments thereto. Where 40 CFR 136 does not contain sampling or analytical techniques for the Pollutant(s) in question, or where the Administrator of the EPA determines the Part 136 sampling and analytical techniques are inappropriate for the Pollutant(s) in question, sampling

and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures specified by Metro Water Recovery.

5) The analytical method(s) selected by the Industrial User must be “sufficiently sensitive” for all monitoring conducted to meet requirements of these *Rules and Regulations* or other Metro Water Recovery requirements. A method is sufficiently sensitive when the method detects and accurately and precisely quantifies the amount of the analyte, i.e. there is a valid and positive result. Or, the analytical method is sufficiently sensitive when the method ML is less than or equal to Metro Water Recovery specific discharge limitations, permit limitations, or applicable pretreatment standard .

6.25. INFORMATION SUBMITTAL, INSPECTION AND SAMPLING, RECORD KEEPING REQUIREMENTS

Metro Water Recovery may require any Industrial User to submit information as necessary to determine compliance with the Requirements of these *Rules and Regulations*. All information required by these *Rules and Regulations*, or a permit or order issued hereunder, must be signed and certified for accuracy by an Authorized Representative of the Industrial User.

Metro Water Recovery shall have the right to enter and inspect the facilities of any Industrial User to ascertain compliance with the Requirements of these *Rules and Regulations* and any permit or order issued hereunder. Persons or occupants of premises where Wastewater is created or discharged shall allow Metro or its representatives ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying, or in the performance of any of their duties.

Metro Water Recovery, CDPHE, and the EPA shall have the right to set up on the Industrial User’s property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where an Industrial User has security measures in force which would require proper identification and clearance before entry into the Industrial User’s premises, the Industrial User shall make necessary arrangements with security guards so that upon presentation of suitable identification, Staff from Metro, the CDPHE, and the EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Unreasonable delays in allowing Metro access to the Industrial User’s premises shall be a violation of these *Rules and Regulations*.

All records relating to compliance with Pretreatment Standards and Requirements shall be maintained for at least three (3) years and made available to officials of Metro Water Recovery, the CDPHE, and the EPA upon request. The period of retention may be extended by Metro during the course of any unresolved enforcement proceedings or at the request of Metro.

6.26. WASTEWATER TREATMENT

Industrial Users shall provide Wastewater treatment as required to comply with the requirements of these *Rules and Regulations* and shall achieve compliance with all National Categorical Pretreatment Standards within the time limitations as specified by the federal pretreatment regulations. Any facilities required to pretreat Wastewater to a level acceptable to Metro Water Recovery shall be provided, operated, and maintained at the Industrial User’s expense. Detailed plans describing such facilities and operating procedures shall be submitted to Metro for review and shall be acceptable to Metro before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the Industrial User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to Metro under the provisions of these *Rules and Regulations*.

6.27. CONFIDENTIAL INFORMATION

Information and data on an Industrial User obtained from reports, questionnaires, permit applications, permits, monitoring programs, and inspections shall be available to the public or other governmental agency without restriction unless the Industrial User specifically designates and is able to demonstrate to the satisfaction of Metro Water Recovery that the release of such information would divulge sales or marketing data, processes, or methods of production entitled to protection as “Confidential Business Information” of the Industrial User. Wastewater constituents and characteristics will not be recognized as confidential information. It shall be the Industrial User’s obligation to stamp each page, which has been demonstrated to Metro’s satisfaction to contain trade secrets, with the words “Confidential Business Information,” “Confidential Information,” or “Confidential.” A failure by the Industrial User to designate and identify any document in this manner may result in the document losing its protection from disclosure as confidential business information.

Except as required by law, Confidential Business Information shall not be made available for inspection by the public. Such information shall be made available upon request to governmental entities or agencies for uses related to these *Rules and Regulations*, Metro Water Recovery’s NPDES/CDPS Permit and/or the Pretreatment Program in accordance with 40 CFR Part 2. Confidential Business Information shall not be transmitted to any governmental agency or entity for other uses by Metro except upon written request and after a ten (10) day notification and right to object is given to the Industrial User. Such notification shall not be required in certain circumstances provided for in 40 CFR Part 2. If after a request for public inspection, a person or entity challenges the determination of any record to protection as Confidential Business Information, the Industrial User shall cooperate, to the fullest extent possible and at the Industrial User’s own expense, with Metro in the defense of the determination. At the request of Metro the Industrial User shall, at the Industrial User’s expense, provide a defense to such challenge.

6.28. REMEDIES FOR NONCOMPLIANCE; ENFORCEMENT

Remedies for noncompliance shall be implemented in accordance with the procedures defined in Metro Water Recovery’s Enforcement Response Plan / Pretreatment Enforcement Management System. [Note: The term Pretreatment Enforcement Management System is now retired, though it is still referenced in several other documents.]

6.28.1. Notice Of Violation

Whenever Metro Water Recovery determines any Industrial User has violated or is violating any provision of these *Rules and Regulations* or a permit or any directives or orders issued hereunder, Metro may serve upon such Industrial User a verbal or written notice stating the nature of the violation(s). Where directed to do so by the notice, a plan for the satisfactory correction of the violation(s) shall be submitted to Metro by the Industrial User, within a time frame as specified in the notice.

6.28.2. Administrative Orders

Whenever Metro Water Recovery determines any Industrial User has violated or is violating any provision of these *Rules and Regulations*, or any directives, orders, or permits issued hereunder, Metro may serve upon such Industrial User a written order stating the nature of the violations(s), and requiring that the Industrial User correct the violation(s) within a specified period of time; perform such tasks as Metro determines are necessary for the Industrial User to correct the violations; or perform such tasks and submit such information as is necessary for Metro to

evaluate the extent of noncompliance or to determine appropriate enforcement actions to be taken.

6.28.3. Compliance Orders; Compliance Schedules

Whenever Metro Water Recovery determines any Industrial User has violated or is violating any provision of these *Rules and Regulations*, or any directives, orders or permits issued hereunder, Metro may serve upon the Industrial User a written order requiring that the Industrial User submit, within a time frame as specified in the notification, a plan (compliance schedule) for the satisfactory correction of such violation(s).

The compliance schedule must represent the shortest schedule by which the Industrial User will provide additional treatment or perform such other tasks as will enable the Industrial User to consistently comply with applicable requirements. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to compliance (e.g., hiring an engineer, completing preliminary plans for pretreatment systems, completing final plans, executing contracts for major components, commencing construction, completing construction). In no case shall an increment of progress exceed nine (9) months.

Upon approval by Metro Water Recovery, the compliance schedule will be issued to the Industrial User as an administrative order which contains the approved schedule milestones and any applicable reporting requirements. Issuance of a compliance schedule by Metro does not release the Industrial User of liability for any violations.

Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the Industrial User shall submit a progress report to Metro Water Recovery including, at a minimum, information on whether or not the Industrial User complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason(s) for delay, and the steps being taken by the Industrial User to return to the schedule established. At no time shall this progress report relieve the Industrial User from additional violations or determinations of non-compliance or determination of significant noncompliance per 40 CFR 403.8(f)(2)(viii) for failing to meet the requirements of a compliance schedule.

6.28.4. Consent Orders

Metro Water Recovery may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any Industrial User responsible for non-compliance. Such documents will include specific action to be taken by the Industrial User to correct the non-compliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Section 6.28.2 of these *Rules and Regulations* and shall be judicially enforceable. Use of a Consent Order shall not be a bar against, or prerequisite for, taking any other action against the Industrial User.

6.28.5. Show Cause Hearings

Metro Water Recovery may order an Industrial User which has violated or is violating any provision of these *Rules and Regulations*, or any directives, orders, or permits issued hereunder, or any other pretreatment standard or requirement, to appear before Metro and show cause why the proposed enforcement action should not be taken. Notice shall be served on the Industrial User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the Industrial User show cause why the proposed enforcement

action should not be taken. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the Industrial User.

6.28.6. Suspension of Service

Metro Water Recovery may suspend the Wastewater treatment service and/or a permit when such suspension is necessary, in the opinion of Metro, 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 Pass Through or Interference or causes Metro to violate any condition of its NPDES/CDPS Permit. Service may also be suspended in accordance with Metro's Enforcement Response Plan. [Note: Previously Pretreatment Enforcement Management System.] If necessary, Metro may seek injunctive relief against the violating Connector or Contracting Municipality and any Industrial User contributing significantly to the emergency condition.

Any Industrial User notified of a 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 Industrial User to comply voluntarily with the suspension order, Metro Water Recovery shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the Metro System or endangerment to any individuals or the environment. Metro shall reinstate the Wastewater Discharge Permit and/or the Wastewater treatment service upon proof of the elimination of the non-complying discharge. A detailed written statement submitted by the Industrial User describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to Metro within fifteen (15) days of the date of occurrence.

6.28.7. Permit Revocation

Any Industrial User who has violated or is violating any provision of these *Rules and Regulations*, or any orders or permits issued hereunder, is subject to having its permit revoked. Grounds for permit revocation include, but are not limited to:

1. Failure of an Industrial User to factually report the Wastewater constituents and characteristics of its discharge.
2. Failure of the Industrial User to report significant changes in operations, or Wastewater constituents and characteristics.
3. Refusal of reasonable access to the Industrial User's premises for the purpose of inspection or monitoring.
4. Violation of conditions of the permit.

6.28.8. Penalties

Any Industrial User found to have violated any provision of these *Rules and Regulations*, or any written requirements, orders, or permits issued hereunder, shall be subject to a penalty not to exceed, except as noted below, five thousand dollars (\$5,000) for such violation. Penalty amounts shall be determined in accordance with procedures and/or policies developed to support implementation of Metro Water Recovery's Enforcement Response Plan, as may be amended from time to time, up to the maximum amount allowed by this regulation. [Note: Previously in accordance with Pretreatment Enforcement Management System.] Each day on which a violation occurs or continues shall be deemed a separate and distinct violation. In the case of violations

of monthly or other long-term average discharge limitations, penalties may be assessed for each day in the period covered by the violations.

In addition to the penalties provided herein, Metro Water Recovery may recover reasonable attorney's fees, court costs, expert fees, court reporter's fees, and other expenses of litigation against the Industrial User found to have violated these *Rules and Regulations*, or any written requirements, orders, or permits issued hereunder. Such penalties shall be in addition to any actual damages Metro may incur because of such violations. In addition, any Industrial User discharging toxic Pollutants which cause an increase in the cost of managing the influent, effluent, biosolids, or solid wastes of Metro's treatment facility, shall pay for such increased costs.

Where a violation is found to have caused Interference or Pass Through, the maximum penalty of \$5,000 per violation as described above may be increased as necessary to allow Metro Water Recovery to recover any fines or penalties paid by Metro for NPDES/CDPS Permit violations due to the Interference or Pass Through.

6.28.9. Legal Action

If any person discharges Sewage, industrial wastes or other wastes into the Metro System contrary to the provisions of these *Rules and Regulations*, or any orders or permits issued hereunder, or any other Pretreatment Standard or Requirement, Metro Water Recovery's attorney may commence an action for appropriate legal and/or equitable relief in Metro Court. When Metro finds an Industrial User has violated, or continues to violate, any provision of these *Rules and Regulations*, or any written requirements, orders or permits issued hereunder, or any other Pretreatment Standard or Requirement, Metro may petition the Court for the issuance of a temporary restraining order or permanent injunction, as appropriate, which restrains or compels the specific performance of the permit, order, or other requirement imposed by these *Rules and Regulations* on the activities of the Industrial User. Metro may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the Industrial User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against an Industrial User.

6.28.10. Federal Penalties for Falsification of Reports

Sections 309(c)(4) and 309(c)(6) of the Clean Water Act, as amended, published at Title 33 of the *United States Code*, Section 1251, et seq. [33 U.S.C. §1251]), at 33 U.S.C. §1319, and 18 U.S.C. §1001, provide that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this Section 6, including monitoring reports or reports of compliance or noncompliance, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this Section 6 shall, upon conviction, be punished by a monetary fine, or by imprisonment for not more than two years, or by both, for the first such conviction. Subsequent convictions under this Section shall be punished by monetary fines, or by imprisonment of not more than four (4) years, or by both. Maximum civil monetary fine amounts that may be assessed, upon conviction, for falsification of reports are prescribed in the most current Civil Monetary Penalty Adjustment Rule, 40 C.F.R., Part 19 as amended.

6.28.11. Appeal and Hearing Procedure

Any Industrial User who is aggrieved by any enforcement action taken by Metro Water Recovery pursuant to this Section 6.28 may within thirty (30) days of the receipt of notice of the determination, order, or finding being appealed request in writing via mail or electronic mail, receipt confirmed, that the Chief Executive Officer review the enforcement action. The request (Letter of Appeal) shall state all points of disagreement and objection to the determination, order, or finding. If the Chief Executive Officer reaffirms the action, the Industrial User may appeal this decision following the provisions of Section 10, of these *Rules and Regulations*. It shall not be a defense for a permittee in an enforcement action to claim it would have been necessary to halt or reduce the regulated activity to maintain compliance with the conditions of these *Rules and Regulations*, a permit or directive, order issued hereunder, or any other Pretreatment Standard or Requirement.

6.28.12. Annual Publication for Significant Noncompliance

Metro Water Recovery will publish an annual notice in a newspaper of general circulation that provides meaningful public notice within Metro's service area, a list of Industrial Users found to be in significant noncompliance during the previous year with Pretreatment Standards or Pretreatment Requirements. For the purposes of Section 6 of *Rules and Regulations*, "significant noncompliance" is as defined in 40 CFR §403.8(f)(2)(viii).

6.29. CHARGES AND FEES

Charges and fees to be assessed against Industrial Users will be determined by the Chief Executive Officer and, where instituted, will be set at a level to allow Metro Water Recovery to recover its costs for administering elements of the Pretreatment Program. Program elements for which charges and fees may be assessed include, but are not limited to, permit applications; monitoring, inspection, and surveillance activities; and general program administration.

6.30. AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

6.30.1. Upset

1. For the purposes of this Section, Upset means an exceptional incident in which there is unintentional and temporary noncompliance with Categorical Pretreatment Standards because of factors beyond the reasonable control of the Industrial User. An Upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
2. An Upset shall constitute an affirmative defense to an action brought for noncompliance with Categorical Pretreatment Standards if the requirements of paragraph (3) below are met.
3. An Industrial User who wishes to establish the affirmative defense of Upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - A. An Upset occurred and the Industrial User can identify the cause(s) of the Upset;
 - B. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

- C. The Industrial User has submitted the following information to Metro Water Recovery within twenty-four (24) hours of becoming aware of the Upset [if this information is provided orally, a written submission must be provided within five (5) days]:
 - a. A description of the discharge and cause of noncompliance;
 - b. The period of noncompliance, including exact dates and times or, if not corrected at the time of the submission, the anticipated time the noncompliance is expected to continue; and
 - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- 4. In any enforcement proceeding, the Industrial User seeking to establish the occurrence of an Upset shall have the burden of proof.
- 5. Industrial Users shall have the opportunity for a judicial determination on any claim of Upset only in an enforcement action brought for noncompliance with Pretreatment Standards or Requirements.
- 6. An Industrial User shall control production of all discharges to the extent necessary to maintain compliance with National Pretreatment Standards and Requirements, including Categorical Pretreatment Standards, upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

6.30.2. Bypass

- 1. For the purposes of this Section,
 - A. Bypass means the intentional diversion of wastestreams from any portion of an Industrial User's treatment facility.
 - B. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a Bypass. Severe property damage does not mean economic loss caused by delays in production.
- 2. An Industrial User may allow any Bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These Bypasses are not subject to the provision of paragraphs (3) and (4) of this Section.
- 3. Bypass Notifications
 - A. If an Industrial User knows in advance of the need for a Bypass, it shall submit prior notice to Metro Water Recovery at least ten (10) days before the date of the Bypass, if possible.
 - B. An Industrial User shall submit oral notice to Metro Water Recovery of an unanticipated Bypass that results in an exceedance of applicable Pretreatment Standards or

Requirements within twenty-four (24) hours from the time it becomes aware of the Bypass. A written submission shall also be provided within five (5) days of the time the Industrial User becomes aware of the Bypass. The written submission shall contain a description of the Bypass and its cause; the duration of the Bypass, including exact dates and times, or, if the Bypass has not been corrected at the time of the submission, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the Bypass. Metro may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

4. Prohibition of Bypass

- A. Bypass is prohibited, and Metro Water Recovery may take an enforcement action against an Industrial User for a bypass, unless:
 - a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - c. The Industrial User submitted notices as required under paragraph (3) of this Section.
- B. Metro Water Recovery may approve an anticipated bypass, after considering its adverse effects, if Metro determines it will meet the three conditions listed in paragraph (4)(A) of this Section.

Revisions	03/94	04/96	04/99	01/01	03/01	04/03	06/06
	01/08	09/09	09/10	10/13	06/14	07/18	xx/21

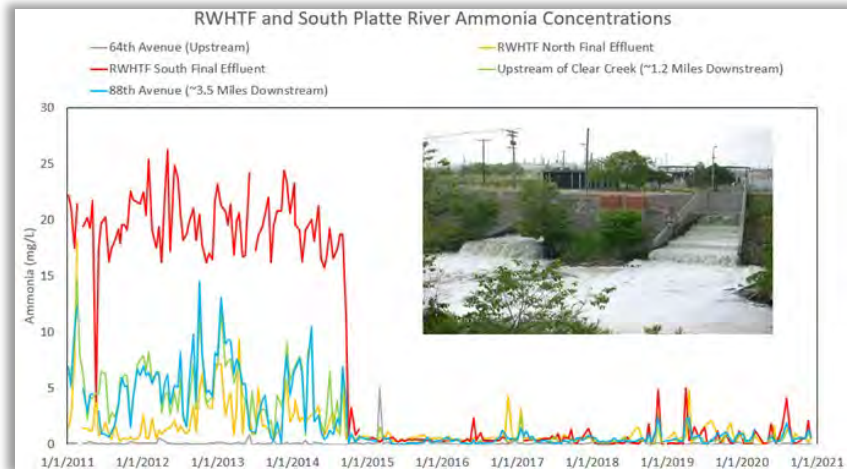
Treatment Plant Upgrades Reduce Effluent Ammonia Concentrations and Improve Aquatic Life in the South Platte River

Treatment Plant Upgrades to Meet More Stringent Ammonia Standards

In the fall of 2014, construction was completed on the South Secondary Improvements Project (PAR 1085) at the Robert W. Hite Treatment Facility (RWHTF). This project involved upgrading the aging 1960's-era facility by converting from pure-oxygen treatment to biological nutrient removal to meet more stringent effluent requirements for nitrogen and ammonia removal, as required by Metro Water Recovery's 2015 discharge permit. Following completion of PAR 1085, Metro staff observed an immediate and drastic reduction in South Final Effluent (Process Control) ammonia concentrations. As a result of these treatment plant upgrades, staff also documented a significant reduction of ammonia concentrations in the downstream river monitoring locations.

Biological Monitoring Shows Evidence of Aquatic Life Improvements

As part of Metro Water Recovery's biological monitoring program, staff collects macroinvertebrate samples every fall to document changes in aquatic life health. Benthic macroinvertebrates are organisms which lack a backbone and are visible without the aid of a microscope. Aquatic macroinvertebrates are good indicators for overall stream health as they spend all or most of their lives in the stream, are easy to collect, and



Time series graph showing reduction of ammonia concentrations in the RWHTF effluent and downstream river monitoring locations.

the different species have different tolerances to pollution. These aquatic macroinvertebrates typically live under and on rocks, leaf litter, woody debris, aquatic plants, and in the sediment of the stream bottom. They are a vital part of the food web and play an essential role in the aquatic ecosystem. They are also affected by chemical, physical, and biological conditions of the stream and as their limited mobility does not allow them to escape pollution, they therefore serve as excellent indicators of both long and short-term pollution events. Rivers in healthy biological condition tend to support a wide variety and high number of macroinvertebrate taxa, including many which are intolerant of pollution. Conversely, waterbodies containing only pollution-tolerant taxa or very little diversity, or abundance may indicate a less healthy waterbody.

The macroinvertebrate community immediately downstream of the RWHTF outfalls has improved in recent years, most notably since 2014 when the instream ammonia concentrations were significantly reduced (elevated ammonia can be toxic to aquatic life).



Jordan Parman (Senior Water Quality Scientist) collecting a macroinvertebrate sample from the South Platte River upstream of 120th Avenue using a kick net (left). The macroinvertebrate community downstream of the RWHTF outfalls has shifted to more pollution-sensitive taxa, including the caddisflies (right).

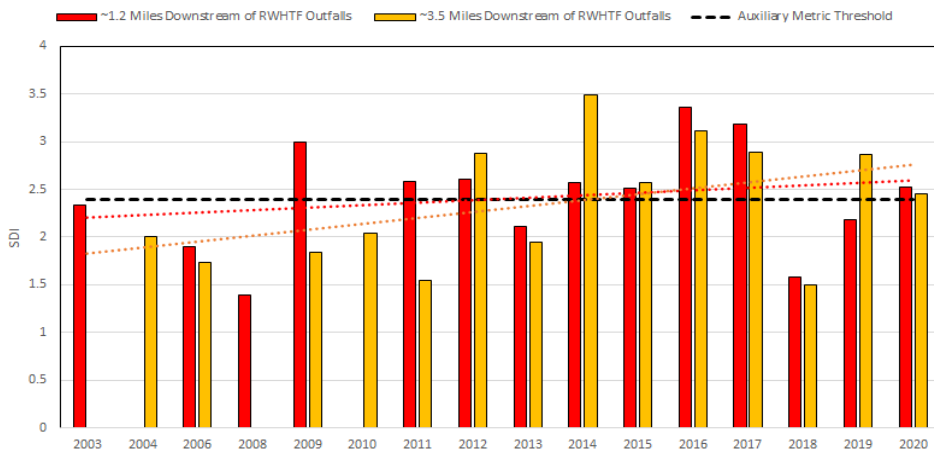
For example, the Shannon Diversity Index (SDI) is a commonly used diversity index which accounts for both taxa richness and abundance. There have been increases in the SDI in recent years at the two closest downstream monitoring sites (~1.2 and ~3.5 miles downstream of the RWHTF outfalls). For reference, the Colorado Water Quality Control Division (WQCC) uses the SDI as an auxiliary threshold for assessing aquatic life health. Any score above 2.4 is considered to be attaining the aquatic life criteria. These sites improved from rarely attaining this SDI auxiliary threshold to meeting and frequently surpassing it in the most recent seven years, with the exception of 2018.

The relative abundance of mayfly (Ephemeroptera), stonefly (Plecoptera), and caddisfly (Trichoptera) – abbreviated as EPT – in a sample is a common metric for determining the health of a macroinvertebrate community. While stoneflies are not expected to be found in large, warm-water rivers such as the South Platte River, the metric is still useful and there has been a recent increase in this metric at sites downstream of RWHTF. In general, the EPT families are more pollution-sensitive, so the recent increase in the percent of EPT suggests an improvement in water quality, likely due to the instream ammonia concentration reductions.

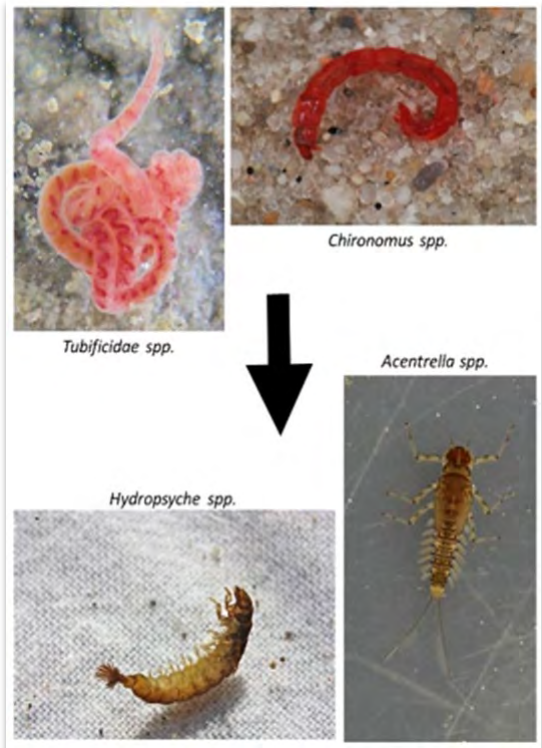
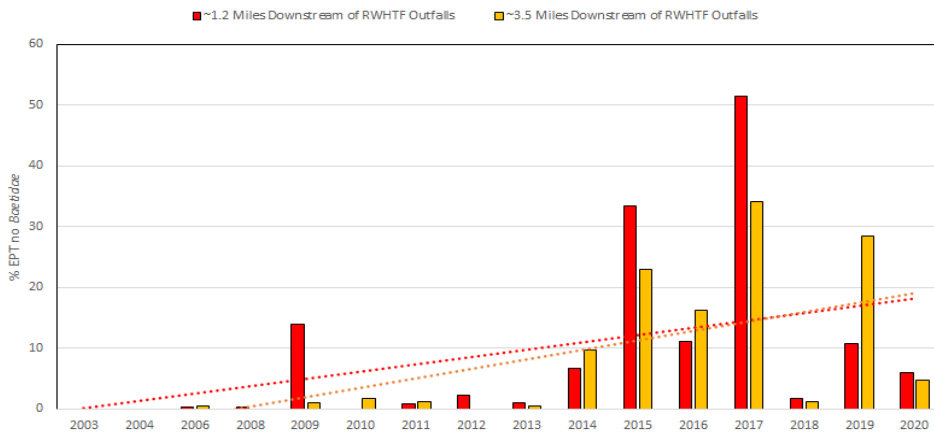


Location map of biological monitoring sites (above).

South Platte River Macroinvertebrate Shannon Diversity Index (SDI)



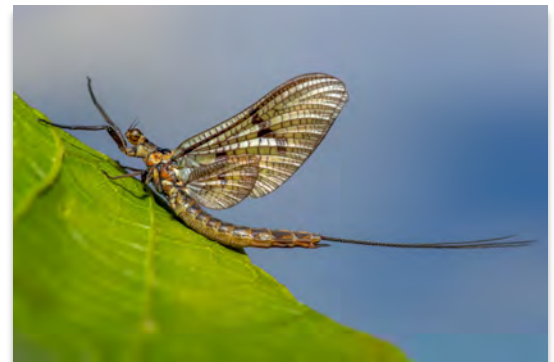
South Platte River Macroinvertebrate % EPT no Baetidae



Above: The macroinvertebrate community has shifted from pollution-tolerant taxa such as aquatic worms (*Tubificidae spp.*) and nonbiting midges (*Chironomus spp.*) to more sensitive taxa such as caddisflies (*Hydropsyche spp.*) and mayflies (*Acentrella spp.*).
Below: Adult caddisfly and adult mayfly.

Conclusions and Future Monitoring

The overall improvements in the downstream macroinvertebrate community demonstrate treatment plant upgrades can have a direct and tangible benefit on the South Platte River aquatic ecosystem. This success story also highlights the importance of long-term water quality and biological monitoring. Without a solid, scientifically-defensible dataset which spans decades, it would not have been possible to document and quantify these improvements. Metro Water Recovery's Water Quality Division will continue to collect this important information regarding river health and hopes to find further evidence of improvements to the South Platte River following future treatment plant upgrades, including the recent initiation of full-scale biological phosphorus removal at RWHTF.



For more information about Emerging Issues topics at Metro Water Recovery, please contact Jennifer Robinett, Director of Environmental Services, at jrobinett@mwr.dst.co.us.

METRO WATER RECOVERY

MEMORANDUM

TO: Mickey Conway, Chief Executive Officer **DATE:** October 19, 2021
FROM: Mitchell A. Costanzo, Director of Engineering/Deputy CEO
RE: Status of Capital Improvement Projects Report

The monthly Status of Capital Improvement Projects Report provides information on capital improvement projects. The Report includes:

1. Cash Flow Projections versus Actual (Attachment 1): This bar graph provides program-wide cash flow forecast versus actual expenditures and the capital program's monthly cash flow projections for the current year. Content includes the 2021 *Ten-Year Capital Expenditure Schedule* (CES) amount, the Revised 2021 CES amount, dollars spent to date on all capital projects (by Program) and forecast of expenditures. The legend is shown on the attachment.
2. Five-Year Schedule (Attachment 2): This bar graph provides basic project schedule information for significant projects which are currently active or will be initiated in the near term. Content includes the Project Action Request (PAR) number, project name, and a five-year project schedule window showing the previous and current years plus the next three years. The legend is shown on the attachment.
3. Monthly Capital Project Financial Status Report (Attachment 3): This table provides financial information on large capital projects. Content includes general project information, active phase, and total project cost information. The Definitions Page provides a definition of certain columns and how each column's value is calculated.

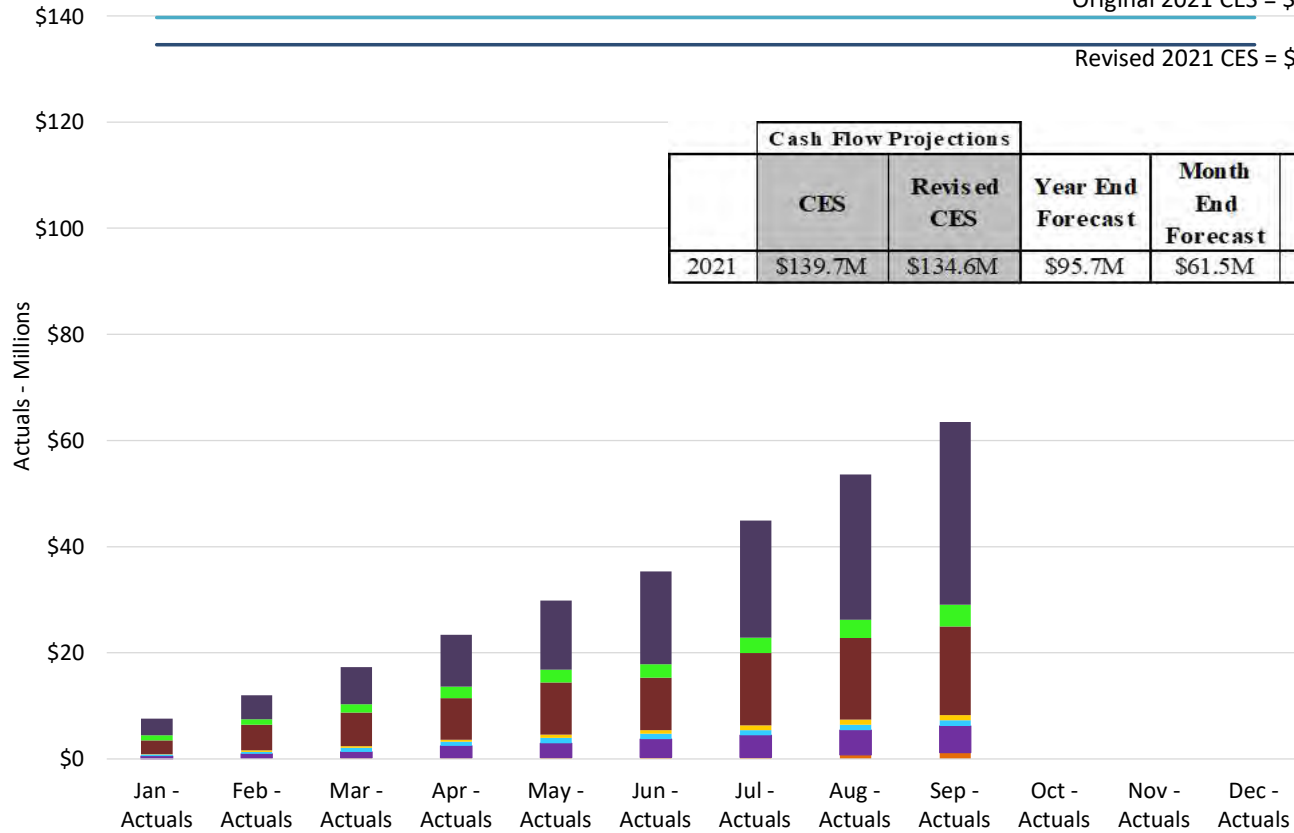
Attachments

Attachment 1

CAPITAL IMPROVEMENT PROJECTS
2021 Cash Flow Projections versus Actual through September 2021

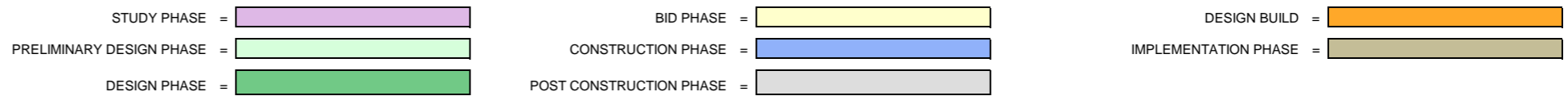
Original 2021 CES = \$139.7M

Revised 2021 CES = \$134.6M



Attachment 2 CAPITAL IMPROVEMENT PROJECTS Five-Year Schedule

PAR	PROJECT	2021												2022												2023												2024												2025											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	<i>SUPPORT FACILITIES</i>																																																												
1235	RWHTF Support Facilities Upgrade 2014	[Gantt bar: 2021 Jan-Dec, 2022 Jan-Feb]																																																											
1353	TSB Annex and Lab Storage Building Repurpose	[Gantt bar: 2021 Jan-Dec, 2022 Jan]																																																											
1369	TSB FARs and Improvements	[Gantt bar: 2021 Jan, 2021 Feb-Apr, 2021 May-Dec, 2022 Jan]																																																											
	<i>ASSET MANAGEMENT</i>																																																												
1362	Security Gates Replacement at Hite	[Gantt bar: 2021 Jan-Dec, 2022 Jan]																																																											
1379	2020 Annual Fixed Asset Replacement Priorities	[Gantt bar: 2021 Jan-Dec, 2022 Jan-Dec, 2023 Jan-Dec]																																																											
1408	Potable Waterline Replacement	[Gantt bar: 2021 Jan-Dec, 2022 Jan-Dec, 2023 Jan]																																																											
	<i>LIQUIDS</i>																																																												
1225	South Headworks and Grease Processing Improvements	[Gantt bar: 2021 Jan-Dec, 2022 Jan-Aug]																																																											
1314	RWHTF Peracetic Acid Full-Scale Demonstration	[Gantt bar: 2021 Jan-Dec, 2022 Jan-Dec, 2023 Jan-Apr]																																																											
1357	Blower No. 8 Replacement	[Gantt bar: 2021 Jan-Dec, 2022 Jan]																																																											
	<i>SOLIDS</i>																																																												
1244	Solids Processing Building Improvements	[Gantt bar: 2021 Jan-Dec, 2022 Jan-Aug]																																																											
1259	Digester Complex Rehabilitation	[Gantt bar: 2021 Jan-Dec, 2022 Jan]																																																											
	<i>ENERGY</i>																																																												
1202	HID Lighting Improvements	[Gantt bar: 2021 Jan-Dec, 2022 Jan]																																																											
1333	TU-8 Load Center and Transformer Replacement	[Gantt bar: 2021 Jan-Dec, 2022 Jan]																																																											
1368	Cogeneration Building and System Rehabilitation	[Gantt bar: 2021 Jan-Dec, 2022 Jan]																																																											
	<i>TRANSMISSION</i>																																																												
1232	Second Creek Interceptor Sand Creek Interceptor System Improvements	[Gantt bar: 2021 Jan-Dec, 2022 Jan-Dec, 2023 Jan-Dec, 2024 Jan-Dec, 2025 Jan]																																																											
1312	Lift Station (TNW & DM)	[Gantt bar: 2021 Jan-Dec, 2022 Jan-Dec, 2023 Jan-Dec, 2024 Jan-Dec, 2025 Jan]																																																											
1325	Transmission System Rehabilitation 2020	[Gantt bar: 2021 Jan, 2021 Feb-Apr, 2021 May-Dec, 2022 Jan]																																																											
1340	Force Main and Siphon Condition Assessment and Cleaning	[Gantt bar: 2021 Jan-Dec, 2022 Jan]																																																											
1343	National Western Center Delgany Interceptor Relocation	[Gantt bar: 2021 Jan-Dec, 2022 Jan-Aug]																																																											
1363	Interceptor Rehabilitation 2020-2022	[Gantt bar: 2021 Jan, 2021 Feb-Apr, 2021 May-Dec, 2022 Jan-Dec, 2023 Jan]																																																											





Attachment 3 Monthly Capital Projects Financial Status Report

						ACTIVE PHASE									TOTAL PROJECT				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
PAR #	Project Name	Active Phase	Deliv Meth	Consultant(s)	Contractor(s)	Appropriations	Consultant			Contractor			Other Tasks	Remaining Contingency	Costs to Date	Total Project Cost Estimate	Total Appropriations	Total Costs to Date	Total Variance
							Contracts	Amendments	%	Contracts	Change Orders	%							
Support Facilities																			
1235	RWHTF Support Facilities Upgrade 2014	Construction	DBB	Stantec Consulting Services, Inc	JHL Constructors, Inc	\$51,366,664	\$4,470,513	\$381,747	9.3%	\$45,100,272	\$2,711,836	6.4%	\$805,458	\$990,421	\$48,802,433	\$54,500,000	\$54,500,000	\$51,885,810	\$2,614,190
1353	TSB Annex & Lab Storage Building Repurpose	Construction	DB	Metro Water Recovery	Calahan Construction Services	\$1,800,000	\$0	\$0	0.0%	\$1,482,971	\$44,905	3.1%	\$40,000	\$277,029	\$1,277,347	\$1,800,000	\$1,800,000	\$1,297,178	\$502,822
1369	TSB FARs and Improvements	Construction	DBB	Metro Water Recovery	TCC Corporation	\$540,300	\$0	\$0	0.0%	\$388,882	\$0	0.0%	\$80,944	\$70,474	\$19,614	\$540,300	\$540,300	\$19,614	\$520,686
Sub Total for Support Facilities :						\$53,706,964	\$4,470,513	\$381,747		\$46,972,125	\$2,756,741		\$926,402	\$1,337,924	\$50,099,394	\$56,840,300	\$56,840,300	\$53,202,601	\$3,637,699
Asset Management																			
1362	Security Gates Replacement at Hite	Construction	DB	Metro Water Recovery	Jordy Construction	\$374,357	\$0	\$0	0.0%	\$339,874	\$0	0.0%	\$0	\$34,483	\$0	\$410,000	\$410,000	\$35,643	\$374,357
1379	2020 Annual Fixed Asset Replacement Priorities	Construction	N/A	NEI	Moltz and Sturgeon	\$5,000,000	\$192,000	\$0	0.0%	\$4,400,000	\$0	0.0%	\$300,000	\$108,000	\$1,939,626	\$5,000,000	\$5,000,000	\$2,211,117	\$2,788,883
1408	Potable Waterline Replacement	Construction Phase	N/A	Adams County	Adams County	\$815,000	\$0	\$0	0.0%	\$650,000	\$0	0.0%	\$25,000	\$140,000	\$143	\$815,000	\$815,000	\$143	\$814,858
Sub Total for Asset Management :						\$6,189,357	\$192,000	\$0		\$5,389,874	\$0		\$325,000	\$282,483	\$1,939,768	\$6,225,000	\$6,225,000	\$2,246,903	\$3,978,097
Liquids																			
1225	South Headworks and Grease Processing Improvements	Construction	DBB	Carollo Engineers, Inc	MWH Constructors, Inc	\$65,374,067	\$8,477,100	\$2,391,200	39.3%	\$56,183,905	\$3,183,914	6.0%	\$713,062	\$0	\$63,938,921	\$69,748,000	\$69,748,000	\$68,314,323	\$1,433,677
1314	RWHTF Peracetic Acid Full-Scale Demonstration	Study	DBB	Stantec Consulting Services, Inc	Garney Construction	\$1,950,000	\$300,000	\$0	0.0%	\$255,000	\$0	0.0%	\$1,311,363	\$83,637	\$1,577,390	\$1,950,000	\$1,950,000	\$1,577,390	\$372,610
1357	Blower No 8 Replacement	Construction	CMAR	Metro Water Recovery	Moltz Construction, Inc	\$1,871,748	\$0	\$0	0.0%	\$725,000	\$0	0.0%	\$1,062,000	\$84,748	\$1,708,035	\$1,920,000	\$1,920,000	\$1,711,195	\$208,805
Sub Total for Liquids :						\$69,195,815	\$8,777,100	\$2,391,200		\$57,163,905	\$3,183,914		\$3,086,425	\$168,385	\$67,224,346	\$73,618,000	\$73,618,000	\$71,602,908	\$2,015,092
Solids																			
1244	Solids Processing Building Improvements	Construction	DBB	Brown And Caldwell	MWH Constructors, Inc	\$89,637,329	\$8,256,942	\$15,688	.2%	\$76,018,442	\$1,822,677	2.5%	\$800,000	\$4,561,945	\$70,072,173	\$96,757,000	\$96,757,000	\$77,029,424	\$19,727,576
1259	Digester Complex Rehabilitation	Construction	DBB	Carollo Engineers, Inc	Moltz Construction, Inc	\$32,550,999	\$3,115,000	\$358,000	13.0%	\$28,336,170	\$10,408,170	58.1%	\$1,099,829	\$0	\$30,431,558	\$33,859,393	\$33,859,393	\$31,466,471	\$2,392,922
Sub Total for Solids :						\$122,188,329	\$11,371,942	\$373,688		\$104,354,612	\$12,230,847		\$1,899,829	\$4,561,945	\$100,503,731	\$130,616,393	\$130,616,393	\$108,495,895	\$22,120,498
Energy																			
1202	HID Lighting Improvements	Construction	DBB	Dewberry Engineering	Guarantee Electric	\$2,777,972	\$232,080	\$0	0.0%	\$2,175,747	\$0	0.0%	\$31,600	\$338,545	\$1,767,324	\$3,431,000	\$3,340,600	\$2,310,170	\$1,030,430
1333	TU-8 Load Center and Transformer Replacement	Construction	DBB	NEI	Moltz Construction, Inc	\$9,021,196	\$966,000	\$0	0.0%	\$7,165,842	\$121,342	1.7%	\$184,000	\$705,354	\$8,045,080	\$9,877,200	\$9,877,200	\$8,775,085	\$1,102,115
1368	Cogeneration Building and System Rehabilitation	Construction	N/A	Metro Water Recovery	N/A	\$800,000	\$0	\$0	0.0%	\$0	\$0	0.0%	\$700,000	\$100,000	\$493,418	\$800,000	\$800,000	\$493,418	\$306,582
Sub Total for Energy :						\$12,599,167	\$1,198,080	\$0		\$9,341,589	\$121,342		\$915,600	\$1,143,898	\$10,305,822	\$14,108,200	\$14,017,800	\$11,578,672	\$2,439,128



Attachment 3 Monthly Capital Projects Financial Status Report

						ACTIVE PHASE									TOTAL PROJECT				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
PAR #	Project Name	Active Phase	Deliv Meth	Consultant(s)	Contractor(s)	Appropriations	Consultant			Contractor			Other Tasks	Remaining Contingency	Costs to Date	Total Project Cost Estimate	Total Appropriations	Total Costs to Date	Total Variance
							Contracts	Amendments	%	Contracts	Change Orders	%							
Transmission																			
1232	Second Creek Interceptor and Sand Creek Interceptor System Improvements	Construction	CMAR	HDR Engineering, Inc	Garney Construction	\$163,518,139	\$13,830,000	\$0	0.0%	\$132,718,560	\$56,030	.0%	\$5,000,000	\$11,969,579	\$24,454,048	\$194,309,000	\$192,901,417	\$44,313,040	\$148,588,377
1312	Lift Station (TNW & DM)	Design	CMAR	Stantec Consulting Services, Inc	PCL Construction	\$2,131,185	\$1,792,149	\$338,489	23.3%	\$302,000	\$0	0.0%	\$33,741	\$3,295	\$2,092,438	\$24,870,000	\$3,276,000	\$3,097,489	\$178,511
1325	Transmission System Structure Rehabilitation 2020	Construction	DBB	Mott MacDonald	Iron Woman Construction	\$3,568,816	\$91,996	\$1,780	2.0%	\$3,311,891	\$153,291	4.9%	\$5,000	\$159,929	\$297,393	\$4,008,316	\$4,008,316	\$661,756	\$3,346,560
1340	Force Main and Siphon Condition Assessment and Cleaning	Construction	DBB	Brown & Caldwell	Doestch Environmental Services	\$6,211,709	\$443,000	\$0	0.0%	\$5,185,585	\$0	0.0%	\$20,000	\$563,124	\$1,819,186	\$6,859,000	\$6,859,000	\$2,466,476	\$4,392,524
1343	National Western Ctr Delgany	Construction	N/A	C&C of Denver	C&C of Denver	\$7,863,073	\$0	\$0	0.0%	\$6,765,652	\$496,935	7.9%	\$10,000	\$1,087,421	\$9,074	\$9,196,451	\$9,196,451	\$442,365	\$8,754,086
1363	Interceptor Rehabilitation 2020-2022	Design	CMAR	Metro Water Recovery	Granite InLiner, LLC	\$588,000	\$554,000	\$56,000	11.2%	\$0	\$0	0.0%	\$15,000	\$19,000	\$446,974	\$28,000,000	\$9,790,000	\$4,528,537	\$5,261,463
Sub Total for Transmission :						\$183,880,922	\$16,711,145	\$396,269		\$148,283,688	\$706,256		\$5,083,741	\$13,802,348	\$29,119,112	\$267,242,767	\$226,031,184	\$55,509,663	\$170,521,521
Report Total:						\$447,760,555	\$42,720,780	\$3,542,904		\$371,505,793	\$18,999,100		\$12,236,998	\$21,296,984	\$259,192,174	\$548,650,660	\$507,348,677	\$302,636,642	\$204,712,035

ATTACHMENT 3 - DEFINITIONS

COLUMN	COLUMN TITLE & DEFINITION
D	<p>Delivery Method: DBB = Design/Bid/Build (Traditional Metro Water Recovery Delivery Method)</p> <p>DB = Design/Build (Progressive, Collaborative)</p> <p>CMAR = Construction Manager-At-Risk</p> <p>N/A = Studies, Facility Plans</p>
G	Appropriation(s) = Total available appropriation for the active phase. Includes requested appropriation number in the Board resolution for the active phase plus unused, available appropriation from any previous phase or phases.
H	Consultant Contract(s) = Original contract plus any amendments (for the active phase). May include more than one consultant contract.
I	Consultant Amendments = Summation of all consultant amendments (for the active phase).
J	Consultant Amendment % = The consulting amendments as a percentage of the original consulting services contract (for the active phase).
K	Contractor Contract(s) = Original contract plus any change orders (for the active phase). A typical project has only one contractor (General Contractor).
L	Change Orders = Summation of change orders (for the active phase).
M	Construction Change Order % = Change Orders as a percentage of the original construction contract (for the active phase).
N	Other Tasks = Administrative costs, materials testing, owner-purchased equipment, land/easement acquisition, etc.
O	Remaining Contingency = Original appropriated contingency minus the portion of contingency used for amendments, change orders, or other tasks.
P	Costs to Date = Active phase payments made as of the report date (shown in the report's upper left corner).
Q	Total Project Cost Estimate (TPCE) = Total appropriations or project cost amount as shown in the <i>Capital Expenditure Schedule (CES)</i> .
R	Total Appropriations = Total requested appropriation amount in the Board resolution. This value is a summation of appropriations from all project phases to date.
S	Total Costs to Date = Payments made as of the report date (shown in the report's upper left corner). This amount is a summation of all payments for all project phases to date.
T	Total Variance = Total Appropriations minus Total Costs to Date. Includes remaining portion of agreements, contracts, other tasks, and contingency.

METRO WATER RECOVERY

CURRENT ACTIVITIES/OPERATIONAL PERFORMANCE REPORT

September – October 2021

OPERATIONS and MAINTENANCE DEPARTMENTS Current Activities

Annual Switchgear Maintenance at NTP

October 2021 marks the Northern Treatment Plant (NTP)'s annual switchgear maintenance month, spurring extensive coordination and planning activities to ensure this critical maintenance effort can be performed while still sustaining treatment continuity and permit compliance. The same maintenance also occurs at the Robert W. Hite Treatment Facility (RWHTF) and requires similar planning efforts amongst a broad range of workgroups.



RWHTF and NTP maintenance staff working on NTP's breakers

The purpose of switchgear maintenance is to make sure the electrical gear is tested and meets InterNational Electrical Testing Association (NETA), Institute of Electrical and Electronics Engineers (IEEE), and manufacturer specifications – which if not performed and properly maintained could lead to unreliable electrical performance and in worst-case scenarios, catastrophic failure. Metro Water Recovery electrical and instrumentation staff coordinates outages with the Operations Department, performs lockout tagout (LOTO) of equipment, calibrates the high resistive ground (HRG) systems, and racks in and out breakers (connects and disconnects, respectively) for outside specialists to perform breaker testing. Contracted specialists perform primary injection testing on medium and low voltage breakers, verifying the breakers trip at the programmed setpoints, electrically test the condition of the medium voltage transformers and cables and calibrate the protection relays in the medium voltage gear.



NTP TU maintenance

Before any of this work can begin, Operations and Maintenance (O&M) staff must review every piece of equipment which will lose power or experience a power bump as a result of the transformer unit (TU) being de-energized. This includes every piece of equipment on the plant site, from UV channels and critical pumps to office building power and HVAC. As one can imagine, removing power from large swaths of the entire plant causes some serious challenges for maintaining uninterrupted treatment. To prevent disruptions which could be detrimental to permit compliance, NTP Operations staff must review each

impacted piece of equipment and determine whether it is safe to remain without power, if a redundant piece of equipment should be placed in service instead, or if operational strategies must be changed entirely in order to accommodate the outage. Each of the 15 TUs to be worked on must have these equipment lists verified, vetted, and planned for by O&M staff. This planning can spread into other departments as well, as lab sampling and biosolids hauling may also be impacted by the outages.



Contractors working on NTP's breakers

The process will span the entire month of October and will involve incredible effort from NTP Operations staff, NTP and RWHTF Maintenance staff, and other groups to ensure this critical work is done properly and without loss of treatment.



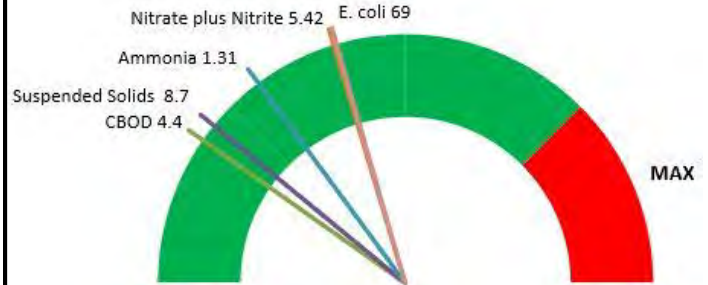
NTP TU maintenance

**Robert W. Hite Treatment Facility (RWHTF)
Permit Compliance Performance—September 2021**

Performance

Discharge Permit/Limits and Effluent Quality

<u>Parameter</u>	<u>Max. Limit</u>
Suspended Solids, mg/L, 30-day	30.00
CBOD, mg/L, 30-day	17.00
Ammonia (NH ₃) mg/L, 30-day	3.30
Nitrate plus Nitrite, mg/L, Daily	10.00
E. coli per 100 mL, 30-day	126.00



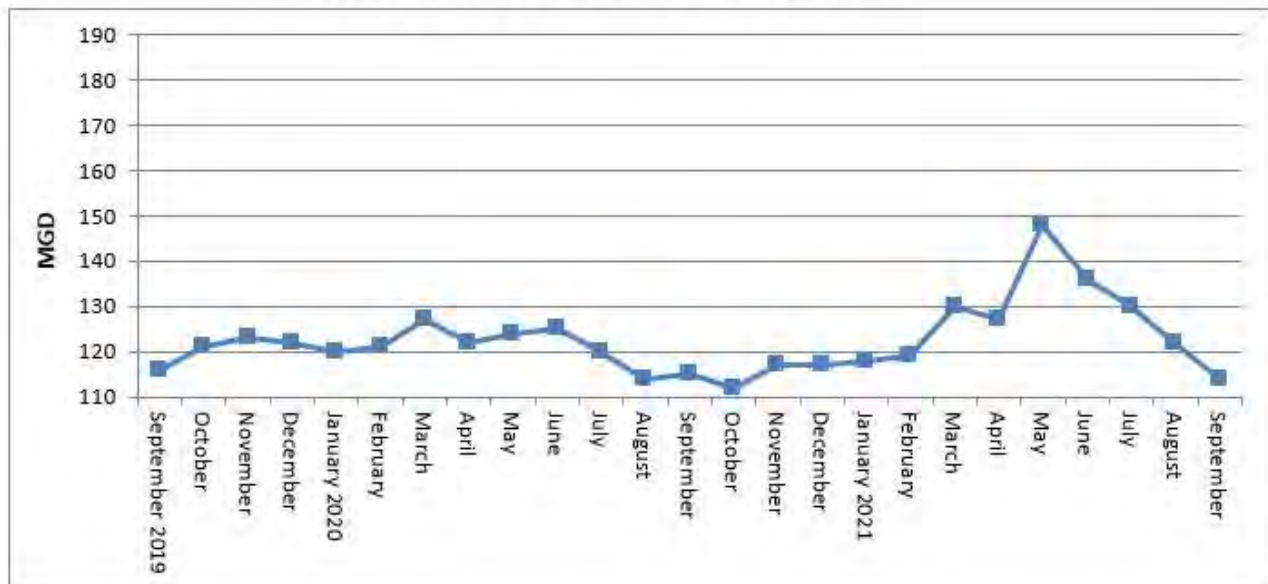
503 Regulations/Anaerobic Digester Limit

<u>Parameter</u>	<u>Min. Limit</u>
Temperature—Monthly Average °F	95 ¹
Solids Retention – Days	15
Volatile Solids Percent Reduction – Monthly Average	38

¹ A maximum limit also applies; the maximum allowable regulatory monthly average temperature is 131°F.



RWHTF Total Plant Effluent Flow 2019-2021

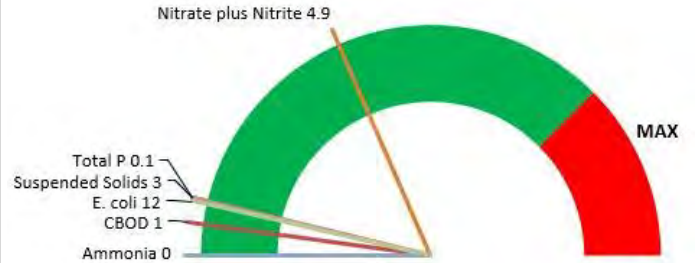


**Northern Treatment Plant (NTP)
Permit Compliance Performance—September 2021**

Discharge Permit/Limits and Effluent Quality

<u>Parameter</u>	<u>Max. Limit</u>
Suspended Solids, mg/L, 30-day	30.00
CBOD, mg/L, 30-day	17.00
Ammonia (NH ₃) mg/L, daily	7.53
Nitrate plus Nitrite, mg/L, daily	10.00
E. coli, per 100 mL, 30-day	126.00
Total Phosphorus mg/L, running annual median	1.00

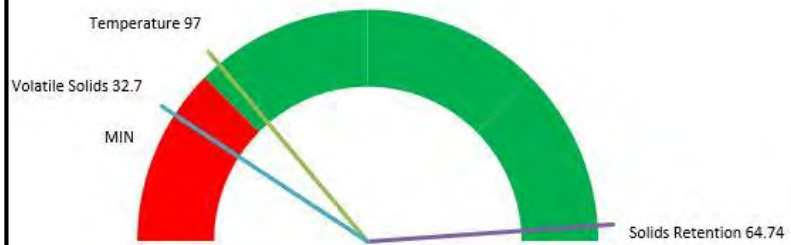
Performance



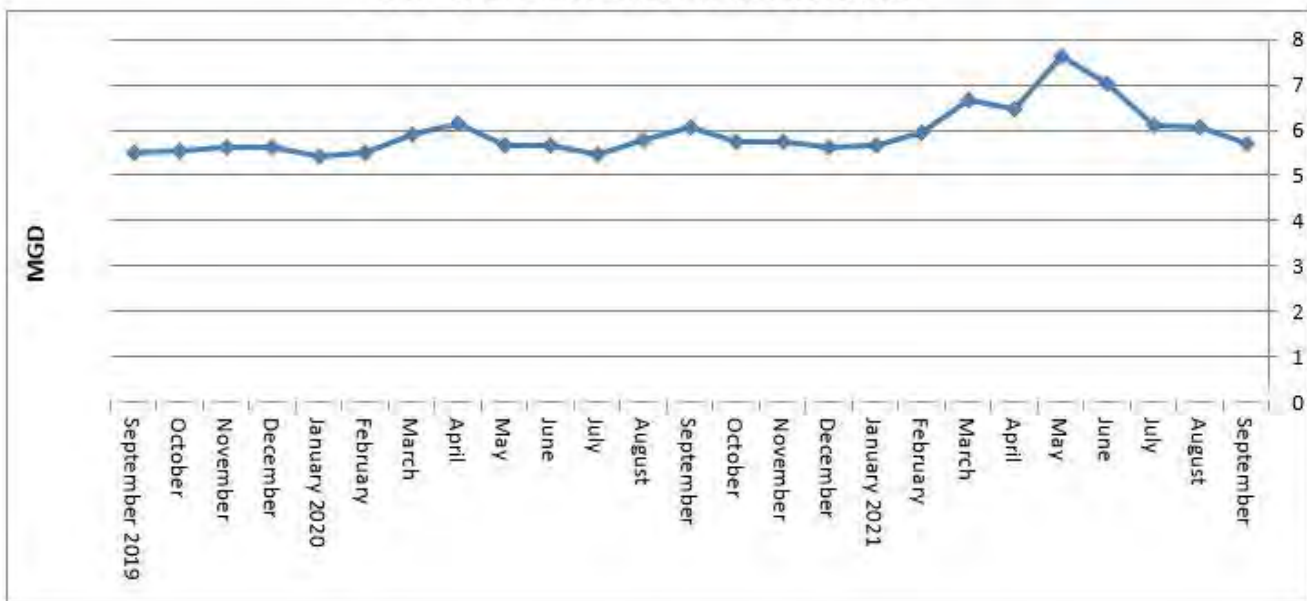
503 Regulations/Anaerobic Digester Limit

<u>Parameter</u>	<u>Min. Limit</u>
Temperature—Monthly Average °F	95 ¹
Solids Retention – Days	15
Volatile Solids Percent Reduction – Monthly Average	38

¹ A maximum limit also applies; the maximum allowable regulatory monthly average temperature is 131°F.

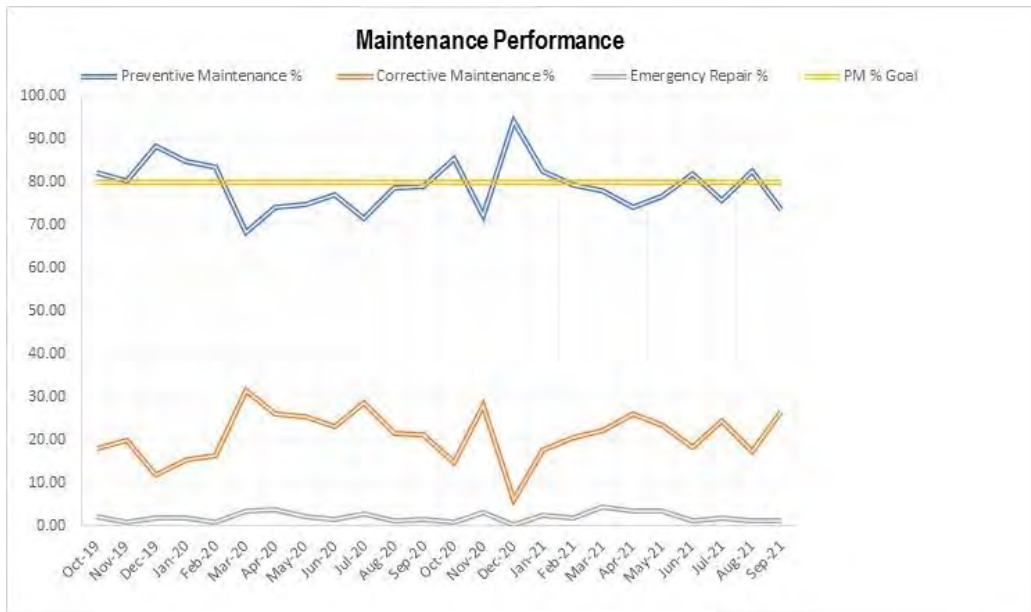


NTP Total Plant Effluent Flow 2019-2021



MAINTENANCE DEPARTMENT Current Activities

Current Maintenance Summary—September 2021



RESOURCE RECOVERY and REUSE (RR&R) DEPARTMENT
Current Activities

Fall Planting at the METROGRO Farm

Fall planting for the 2022 wheat crop at the METROGRO Farm (Farm) began the week of September 13, 2021 and was completed on October 18, 2021. Approximately 8,000 acres have been planted so far with about 4,500 acres remaining. Planting conditions have been dry and dusty, with no measurable precipitation for over a month now. Metro Water Recovery staff has been busy hauling seed to the planters and repairing fields ahead of the planting crews.



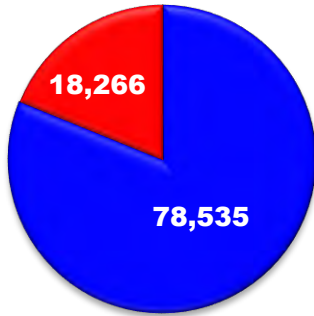
Fall planting operations

Staff identified and purchased three varieties of wheat to be planted this year in different areas of the Farm. 1,800 acres on the north Farm were pulled out of the wheat rotation this year and will be planted in milo next spring to combat some of the sawfly infestation the Farm has been experiencing over the last two years.

Chemical application to the Farm is winding down for the year, with an application of a pre-emergent herbicide to the winter fallow fields which will be complete by early November.

RR&R DEPARTMENT
Biosolids Management—September 2021

RWHTF Total Wet Tons Applied 2021 YTD

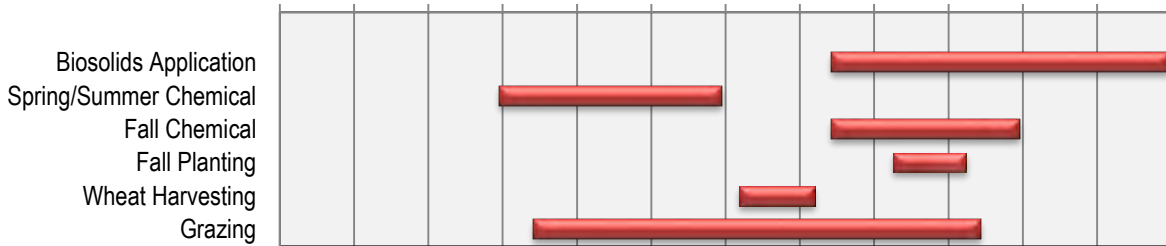


■ Private Farmer ■ METROGRO Farm

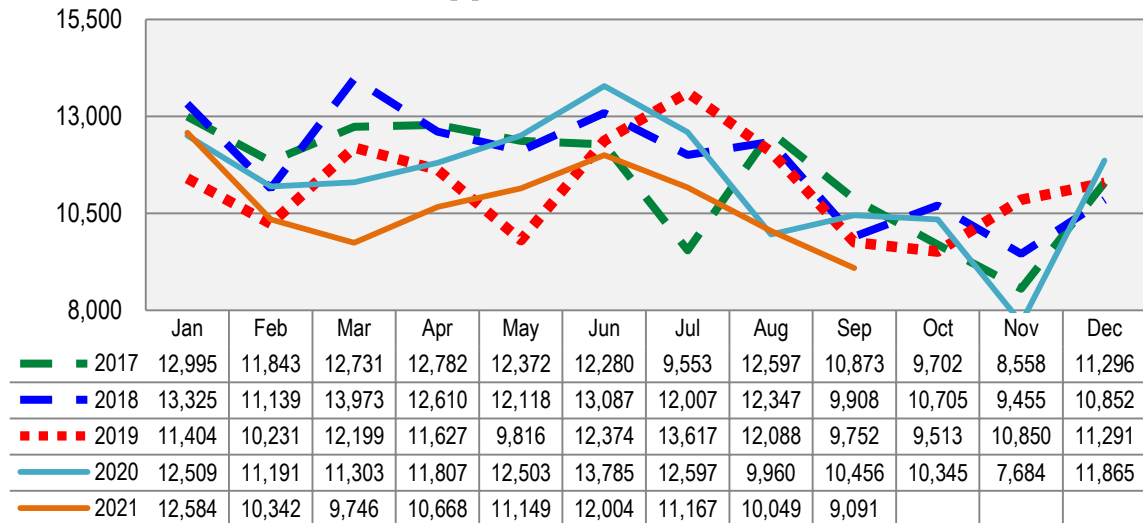
Dry Tons	September 2021	YTD 2021
RWHTF Biosolids		
METROGRO Farm	1,349	3,855
Private Farms	525	16,696
NTP Biosolids		
Private Composter	91	490
METROGRO Farm	0	351
METROGRO Cake (Total Solids)		
<i>(Percentage)</i>	RWHTF	NTP
Average	20.62%	19.72%
High	21.80%	20.50%
Low	19.40%	19.20%

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV

METROGRO Farm Schedule 2021



RWHTF Applied Wet Ton Totals from 2017 - 2021



METRO WATER RECOVERY

FINANCIAL REPORT **September 2021**

OPERATIONS AND MAINTENANCE / FIXED ASSET REPLACEMENT FUNDS SUMMARY

Each year, the Board of Directors appropriates funds from the Operations and Maintenance (O&M) Fund to be spent on operating and capital expenses for the coming year. The O&M Fund appropriation is an authorization by the Board for expenditures to meet Metro Water Recovery's day-to-day operating and capital expenses within the budget year. Metro staff strives to manage total annual operating expenditures, so they do not exceed the annual appropriation for O&M expenses and capital as previously approved. The 2021 Budget, as approved by the Board, totaled \$94,073,491 for both O&M operating expenses and capital.

The Board of Directors also approved a 2021 Budget of \$1,430,000 for Fixed Asset Replacement Fund (FARF) capital equipment and vehicles. The FARF appropriation is an authorization by the Board for expenditures for replacement equipment and vehicles within the budget year.

In 2011, Metro Water Recovery implemented a \$1.5 million Operating Reserve which is available for unanticipated expenditures critical to accomplishing the mission of Metro but is not included in the annual budget. No funds from the Operating Reserve are spent unless the adopted annual budget appropriation is exhausted. With the Operating Reserve, annual budgets are prepared without contingencies, making it more likely unanticipated increases in operational areas, such as maintenance, chemicals, and utilities, could require use of the Operating Reserve.

As part of the annual budget process, staff prepares a revised budget for the current year which reflects more recent cost projections for all Metro Water Recovery operating expenses than the adopted budget. Comparisons to the 2021 Revised Budget are included for informational purposes.

TOTAL METRO WATER RECOVERY OPERATING AND CAPITAL EXPENSES

Through September 2021, Metro Water Recovery is reporting a favorable actual-to-adopted budget variance for O&M expenses and capital of \$3,729,582 (5.3 percent). The total Metro actual-to-adopted budget variance for all O&M and FARF expenses is favorable by \$4,226,776 (5.9 percent).

Through September 2021, Metro Water Recovery is reporting a favorable actual-to-revised budget variance for O&M expenses and capital of \$4,353,668 (6.1 percent) and the total Metro actual-to-revised budget variance for all O&M and FARF expenses is favorable by \$4,601,862 (6.4 percent).

Wages and Benefits is favorable to the adopted budget by approximately \$896,000 (2.2 percent) primarily due to open positions across Metro Water Recovery.

Materials and Fuel is favorable to the adopted budget by approximately \$861,000 (13.7 percent) primarily due to the timing of purchases combined with lower-than-anticipated costs of fuel.

Chemicals is favorable to the adopted budget by approximately \$709,000 (10.2 percent) primarily due to seasonal needs for purchases and usage combined with increasing costs of chemicals.

Utilities is unfavorable to the adopted budget by approximately \$397,000 (7.1 percent) primarily due to seasonal usage and rising utility per unit costs.

Outside Services is favorable to the adopted budget by approximately \$1,409,000 (18.0 percent) primarily due to the timing of those services.

FARF Capital Purchases is favorable to the adopted budget by approximately \$497,000 (46.4 percent) primarily due to the timing of those purchases.

These variances are summarized by object in the following table:

<u>Operating Expenses</u>	<u>Year-to-Date</u>		<u>Favorable/ (Unfavorable) Variance</u>	<u>Year-to-Date</u>		<u>Favorable/ (Unfavorable) Variance</u>
	<u>Actual</u>	<u>Adopted Budget</u>		<u>Actual</u>	<u>Revised Budget</u>	
Wages and Benefits*	\$ 39,967,880	\$40,863,666	\$ 895,786	\$39,967,880	\$40,563,932	\$ 596,052
Materials and Fuel	5,406,090	6,266,929	860,839	5,406,090	6,450,395	1,044,305
Chemicals	6,246,994	6,956,325	709,331	6,246,994	6,956,325	709,331
Utilities	5,987,196	5,590,277	(396,919)	5,987,196	5,635,128	(352,068)
Outside Services	6,417,769	7,826,804	1,409,035	6,417,769	8,371,079	1,953,310
Support Expenses	2,497,684	2,633,374	135,690	2,497,684	2,721,602	223,918
Total Operating Expenses	\$ 66,523,613	\$70,137,375	\$ 3,613,762	\$66,523,613	\$70,698,461	\$ 4,174,848
O&M Capital†	99,430	215,250	115,820	99,430	278,250	178,820
Total O&M Expenses	\$ 66,623,043	\$70,352,625	\$ 3,729,582	\$66,623,043	\$70,976,711	\$ 4,353,668
FARF Capital‡	575,306	1,072,500	497,194	575,306	823,500	248,194
Total Expenses and Capital	<u>\$ 67,198,349</u>	<u>\$71,425,125</u>	<u>\$ 4,226,776</u>	<u>\$67,198,349</u>	<u>\$71,800,211</u>	<u>\$ 4,601,862</u>

* A vacancy adjustment of three percent is incorporated in the adopted budget and four percent in the revised budget for wages and benefits to account for savings which occur due to the length of time involved in the hiring process.

† O&M Capital represents **new** equipment and vehicles greater than \$10,000 and less than or equal to \$250,000.

‡ FARF Capital represents **replacement** equipment and vehicles greater than \$10,000 and less than or equal to \$250,000.

The following table summarizes personnel at Metro Water Recovery.

	2021 Adopted Budget	2021 Revised Budget	2021 September Actual	Revised Budget Variances
Administrative Services	68.00	60.00	55.00	5.00
Comprehensive Planning	0.00	4.00	3.00	1.00
Engineering	39.75	47.75	45.75	2.00
Environmental Services	87.00	89.00	68.00	21.00
Human Resources	12.00	12.00	12.00	0.00
Maintenance	91.00	84.00	68.00	16.00
Northern Treatment Plant	0.00	23.00	19.00	4.00
Office of the General Counsel	2.00	3.00	3.00	0.00
Office of the CEO	11.00	5.00	5.00	0.00
Operations	55.00	41.00	35.00	6.00
Resource Recovery and Reuse	67.00	66.00	61.00	5.00
Strategy and Communications	0.00	8.00	7.00	1.00
Technology and Innovation	13.00	8.00	18.00	(10.00)
Totals*	<u>445.75</u>	<u>450.75</u>	<u>399.75</u>	<u>51.00</u>

* All of the 51 open positions are currently in the process of being filled. In late July 2021, several teams were moved from Environmental Services to Technology and Innovation, which is reflected in the "Actual" column.

O&M FUND SUMMARY

TOTAL OPERATING REVENUES

Total operating revenues were unfavorable to the year-to-date adopted budget for the nine months ending September 30, 2021 by approximately \$770,000 (0.7 percent). This is primarily due to timing of farming income receipts.

TOTAL OPERATING EXPENSES

Environmental Services Department costs are favorable to the year-to-date revised budget by approximately \$839,000 (9.2 percent). Materials and Fuel is favorable primarily due to timing of usage. Outside Services is favorable primarily due to timing of the need of those services. Support Services is favorable primarily due to the timing of those services.

Maintenance Department costs are favorable to the year-to-date revised budget by approximately \$813,000 (7.8 percent). Wages and Benefits is favorable primarily due to open positions. Materials and Fuel is favorable primarily due to the timing of usage. Outside Services is favorable primary due to the timing of those services.

Office of the General Counsel costs are favorable to the year-to-date revised budget by approximately \$311,000 (39.3 percent). Outside Services is favorable primarily due to the timing of the need of those services.

Operations Department costs are favorable to the year-to-date revised budget by approximately \$1,063,000 (6.9 percent). Chemicals is favorable primary due to the timing of usage combined with processes enhancements. Outside Services is favorable primarily due to the timing of the need of those services. These are offset by Utilities, which is unfavorable primarily due to higher-than-anticipated rates.

Resource Recovery and Reuse Department costs are favorable to the year-to-date revised budget by approximately \$589,000 (5.7 percent). Materials and Fuel is favorable primarily due to timing of usage and lower-than-anticipated fuel costs. Outside Services is favorable primarily due to timing of the need of those services.

NET REVENUES OVER EXPENSES

Metro Water Recovery is reporting year-to-date Net Revenues Over Expenses at approximately \$4,678,000 (13.4 percent) favorable to the year-to-date adopted budget for the O&M Fund. Net Revenues Over Expenses is calculated by subtracting operating and non-operating expenses from all operating and non-operating revenues. Metro is not held to the Net Revenues Over Expenses figure but uses it only as a reference point from year to year and for cash flow purposes.

BALANCE SHEET

ASSETS

Operations and Maintenance Revenue Fund – Currently on the Balance Sheet, Metro Water Recovery maintains \$1 million as restricted cash in the O&M Revenue Fund. This is required by Metro’s Bond Resolutions under the caption “Restricted Special Funds.” This restricted portion is in addition to the unrestricted portion of cash and securities in the O&M Revenue Fund which can be used to pay ongoing operational expenses.

Utility Plant – Completed construction projects are transferred from Construction in Progress to Plant in Service when substantially completed and placed in active service.

Construction in Progress – Records the cost of not-yet-completed construction work.

LIABILITIES AND EQUITY

Long-Term Debt – In October 2020, Metro Water Recovery issued series 2020A Sewer Refunding Bonds for PAR amount of \$146,545,000. The issuance capitalized on favorable market conditions and interest rates and resulted in a premium on issuance of \$14 million. These bonds were issued to pay for the construction of the Second Creek Interceptor and Sand Creek Interceptor System Improvements Project (PAR 1232). As of September 30, 2021, the total amount of principal debt for Metro’s five outstanding bond issues is approximately \$623.0 million, which includes \$27.7 million principal and interest payments to be paid on April 1, 2022.

Reserved Retained Earnings – Reserved Retained Earnings represents the unexpended portion of capital project appropriations in the Acquisition and Construction Fund, General Fund, and FARF. A detailed listing of approximately \$257.1 million in unexpended capital appropriations can be found in the Capital Project Expenditures report (pages 9-13). As money is spent on

projects, retained earnings no longer need to be reserved and an adjusting entry is made between Reserved and Unreserved balances.

Total Equity – Total Equity increased \$33.8 million from the December 2020 balance. This is mainly due to an increase in retained earnings, which includes \$27.8 million in Sewer Connection Charge receipts.

CASH FLOW – TRUST FUNDS

The Cash Flow spreadsheet on page 14 reflects all cash transactions occurring in each of Metro Water Recovery's trust funds. In order to account for cash and securities at their fair market value, investment income includes unrealized gains or losses. Metro rarely, if ever, realizes investment losses. All cash received by Metro is initially deposited into one of these funds. The funds held in these trust funds are invested in accordance with state statutes and bond covenants in readily marketable investment instruments. These investments sometimes are purchased at a premium or at a discount, based on market interest rates. Premiums and discounts are recorded in accordance with generally accepted accounting principles. Deposits are made directly to the trust funds, and disbursements are made from the trust funds on an as-needed basis through transfers to separate checking accounts for operating and capital expenditures.

Sewer Connection Charges – Sewer Connection Charges received in July 2021 for the second quarter of 2021 were approximately \$16.2 million (as compared to \$12.3 million for the same period in 2020). This is approximately \$11.1 million favorable to the adopted budget and \$9.3 million favorable to the revised budget. The budget includes the South Adams County Water and Sanitation District's \$1.6 million payment and the City of Brighton's \$1.1 million payment to Metro Water Recovery for 2021 as part of the annual buy-in of existing connections in each member's service area. Sewer Connection Charges are due quarterly, with the third quarter of 2021 due October 15, 2021.

Additional comments and explanations of terms can be found in the Notes to Interim Financial Reports on page 15.

Attachments

Submitted by:

Molly Kostelecky
Chief Financial Officer

Paul Parodi
Senior Accounting Manager

**METRO WATER RECOVERY
O&M FUND SUMMARY REPORT
PRELIMINARY
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021**

	SEPTEMBER ACTUAL	SEPTEMBER BUDGET	SEPTEMBER BUDGET VARIANCE FAVORABLE / (UNFAVORABLE)	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE BUDGET	YEAR-TO-DATE BUDGET VARIANCE FAVORABLE / (UNFAVORABLE)	REVISED 2021 BUDGET*
OPERATING REVENUES							
Annual Charges for Service	\$ 11,286,735	\$ 11,286,735	\$ 0	\$ 101,580,618	\$ 101,580,618	\$ 0	\$ 135,440,824
Land Application Income	0	19,333	(19,333)	65,437	174,000	(108,563)	232,000
Farming Income	0	178,750	(178,750)	1,109,333	1,608,750	(499,417)	2,145,000
Other Income	69,307	65,271	4,036	425,914	587,438	(161,524)	783,250
TOTAL OPERATING REVENUES	11,356,042	11,550,089	(194,047)	103,181,302	103,950,806	(769,504)	138,601,074
OPERATING EXPENSES							
Administrative Services	1,052,741	1,035,186	(17,555)	9,167,436	9,203,061	35,625	12,308,622
Comprehensive Planning	51,703	64,688	12,985	469,334	571,261	101,927	765,328
Engineering	591,233	643,258	52,025	5,510,871	5,686,922	176,051	7,621,807
Environmental Services	941,642	1,029,346	87,704	8,276,875	9,115,860	838,985	12,204,127
Human Resources	261,172	194,935	(66,237)	1,652,800	1,730,074	77,274	2,314,880
Maintenance	1,024,275	1,170,447	146,172	9,584,193	10,397,582	813,389	13,909,300
Northern Treatment Plant	404,016	463,642	59,626	4,219,137	4,137,447	(81,690)	5,528,359
Office of the General Counsel	61,905	88,772	26,867	479,301	790,224	310,923	1,056,527
Office of the CEO	153,399	116,627	(36,772)	892,756	1,040,615	147,859	1,390,475
Operations	1,858,780	1,729,120	(129,660)	14,431,256	15,493,958	1,062,702	20,681,317
Resource Recovery & Reuse	988,759	1,160,727	171,968	9,753,059	10,342,052	588,993	13,824,169
Strategy and Communication	74,573	109,430	34,857	941,800	967,039	25,239	1,295,317
Technology and Innovation	147,752	138,085	(9,667)	1,144,795	1,222,366	77,571	1,636,623
TOTAL OPERATING EXPENSES	7,611,950	7,944,263	332,313	66,523,613	70,698,461	4,174,848	94,536,851
NET OPERATING INCOME	3,744,092	3,605,826	138,266	36,657,689	33,252,345	3,405,344	44,064,223
NON-OPERATING REVENUES							
Interest	206,680	194,449	12,231	1,947,904	1,750,043	197,861	2,333,391
Other	2,509	0	2,509	957,765	0	957,765	0
TOTAL NON-OPERATING REVENUES	209,189	194,449	14,740	2,905,669	1,750,043	1,155,626	2,333,391
NON-OPERATING EXPENSES							
Capital O&M	10,706	30,917	20,211	99,430	216,417	116,987	371,000
NET REVENUES OVER EXPENSES	\$ 3,942,575	\$ 3,769,358	\$ 173,217	\$ 39,463,927	\$ 34,785,971	\$ 4,677,956	\$ 46,026,614

*Metro approved and implemented organizational structure changes, effective January 1, 2021. Based on this change, use of the 2021 Revised Budget allows for comparable analysis of operational results.

**METRO WATER RECOVERY
BALANCE SHEET
(UNAUDITED)
PRELIMINARY
SEPTEMBER 30, 2021**

<u>ASSETS</u>	<u>Septebmer 2021</u>	<u>Septebmer 2020</u>
CURRENT ASSETS		
Revenue Fund Operating Accounts		
Cash and securities	\$ 24,518,373	\$ 23,941,842
Accounts Receivable	200,595	952,260
Accrued interest receivable	488,095	652,369
Materials and supplies inventories	6,893,758	5,939,607
Prepaid expenses	<u>4,170,547</u>	<u>2,800,545</u>
	36,271,368	34,286,623
Other Funds		
Cash and securities		
Sewer Connection Fees Account	25,000,000	25,000,000
Debt Service Fund	37,269,037	33,956,587
Fixed Asset Replacement Fund	20,000,000	20,000,000
General Fund	<u>199,980,688</u>	<u>208,439,784</u>
TOTAL CURRENT ASSETS	<u>318,521,093</u>	<u>321,682,994</u>
ACQUISITION AND CONSTRUCTION FUND		
Cash and securities	138,292,686	0
Accrued interest receivable	<u>165,199</u>	<u>0</u>
TOTAL ACQUISITION AND CONSTRUCTION FUND	<u>138,457,885</u>	<u>0</u>
UTILITY PLANT		
Plant in service	960,599,073	899,047,146
Equipment	<u>642,905,790</u>	<u>626,180,415</u>
	1,603,504,863	1,525,227,561
Less accumulated depreciation	<u>614,168,168</u>	<u>561,657,545</u>
	989,336,695	963,570,016
Construction in progress	233,856,263	231,505,763
Land	<u>45,742,931</u>	<u>43,468,189</u>
TOTAL UTILITY PLANT	<u>1,268,935,889</u>	<u>1,238,543,968</u>
DEFERRED OUTFLOWS	<u>7,066,282</u>	<u>9,177,565</u>
TOTAL ASSETS	<u>\$ 1,732,981,149</u>	<u>\$ 1,569,404,527</u>

**BALANCE SHEET
(UNAUDITED)
PRELIMINARY
SEPTEMBER 30, 2021**

<u>LIABILITIES</u>	<u>Septebmer 2021</u>	<u>Septebmer 2020</u>
CURRENT LIABILITIES		
Accounts Payable	\$ 1,651,781	\$ 4,230,025
Short term escrows - septic haulers	2,000	3,200
Accrued payroll & related benefits	5,040,072	4,976,560
Other accrued liabilities	<u>433,015</u>	<u>368,397</u>
	7,126,868	9,578,182
 Restricted Special Funds		
Accrued interest payable	10,944,925	9,246,499
Current portion of long-term debt	<u>27,675,000</u>	<u>26,645,000</u>
TOTAL CURRENT LIABILITIES	<u>45,746,793</u>	<u>45,469,681</u>
 ACQUISITION & CONSTRUCTION, FIXED ASSET REPLACEMENT AND GENERAL FUND		
Amount retained on contractor's estimates	9,123,702	8,159,953
 NET OPEB LIABILITY	11,900,947	9,941,368
 NET PENSION LIABILITY	38,153,338	43,871,052
 LONG-TERM DEBT		
Series 2009B Bonds	94,195,000	94,195,000
Series 2012A Bonds	10,535,000	20,760,000
Series 2019A Bonds	45,765,000	59,620,000
Series 2019B Bonds	325,955,000	328,520,000
Series 2020A Bonds	146,545,000	-
Bond Premiums/Discounts	<u>18,185,251</u>	<u>7,334,000</u>
	641,180,251	510,429,000
Less current portion	<u>27,675,000</u>	<u>26,645,000</u>
	<u>613,505,251</u>	<u>483,784,000</u>
TOTAL LIABILITIES	<u>718,430,031</u>	<u>591,226,054</u>
 DEFERRED INFLOWS	11,509,242	8,928,631
 EQUITY		
Contributions in aid of construction	230,165,639	230,165,639
Less depreciation	<u>230,022,408</u>	<u>230,008,660</u>
	<u>143,231</u>	<u>156,979</u>
 Retained earnings		
Reserved	257,054,639	141,137,478
Unreserved	<u>745,844,006</u>	<u>827,955,385</u>
	<u>1,002,898,645</u>	<u>969,092,863</u>
TOTAL EQUITY	<u>1,003,041,876</u>	<u>969,249,842</u>
 TOTAL LIABILITIES AND EQUITY	<u>\$ 1,732,981,149</u>	<u>\$ 1,569,404,527</u>

**METRO WATER RECOVERY
CAPITAL PROJECT EXPENDITURES
September 30, 2021
ACQUISITION & CONSTRUCTION FUND**

PAR NUMBER	DESCRIPTION	APPROPRIATIONS			EXPENDITURES			9/30/21 UNEXPENDED APPROPRIATION	TRANSFERRED TO EXPENSE & FIXED ASSETS
		2021	PRIOR YEARS	TOTAL	2021	PRIOR YEARS	TOTAL		
	<u>ACQUISITION & CONSTRUCTION FUND</u>								
	OTHER								
1088	Northern Treatment Plant	\$0	\$412,538,573	\$412,538,573	\$4,232	\$410,133,638	\$410,137,870	\$2,400,703	\$410,137,054
	WASTEWATER TREATMENT								
1232	Sand Creek & Second Creek Basins Regional Plan		167,203,417	167,203,417	24,670,373	3,381,931	28,052,304	139,151,113	236,298
	A&C Fund Total	\$0	\$579,741,990	\$579,741,990	\$24,674,605	\$413,515,569	\$438,190,174	\$141,551,816	\$410,373,352

FIXED ASSET REPLACEMENT FUND

PAR NUMBER	DESCRIPTION	APPROPRIATIONS			EXPENDITURES			9/30/21 UNEXPENDED APPROPRIATION	TRANSFERRED TO EXPENSE & FIXED ASSETS
		2021	PRIOR YEARS	TOTAL	2021	PRIOR YEARS	TOTAL		
	<u>FIXED ASSET REPLACEMENT FUND</u>								
	OTHER								
1202	HID Lighting Improvements	\$0	\$3,340,600	\$3,340,600	\$1,661,853	\$641,180	\$2,303,033	\$1,037,567	\$0
1235	RWHTF Support Facilities Upgrade-2014		16,445,400	16,445,400	525,802	15,078,956	15,604,758	840,642	3,995,354
1309	Payroll & Human Resources Software Upgrade 2017		350,000	350,000	3,672	294,379	298,051	51,949	294,379
1315	Process Control System Future Controller Upgrade		751,950	751,950	23,869	722,552	746,421	5,529	737,539
1362	Security Gates Replacement at Hite		410,000	410,000	0	35,643	35,643	374,357	0
1379	Annual Fixed Asset Replacement Priorities	6,728,000	5,000,000	11,728,000	381,770	1,559,173	1,940,943	9,787,057	0
1406	IT Infrastructure 2021	725,000	0	725,000	116,767	0	116,767	608,233	0
1409	IT Customer Experience Grouped Project 2021	500,000	0	500,000	0	0	0	500,000	0
	WASTEWATER TREATMENT								
1225	South Headworks & Grease Processing Improvements		48,823,600	48,823,600	390,559	47,443,001	47,833,560	990,040	21,474,862
1244	Solids Processing Improvements		58,052,000	58,052,000	6,975,691	39,335,894	46,311,585	11,740,415	774,000
1254	Data Highway / Building Wiring Modifications		1,660,000	1,660,000	54,517	1,588,794	1,643,311	16,689	1,643,311
1259	Digester Complex Rehabilitation Project		33,859,393	33,859,393	2,157,292	29,246,753	31,404,045	2,455,348	29,246,753
1333	TU-8 Load Center and Transformer Replacement		7,143,840	7,143,840	1,581,124	4,786,222	6,367,346	776,494	0
1368	Cogeneration Building and System Rehabilitation		800,000	800,000	0	493,418	493,418	306,582	0
1408	Potable Waterline Replacement	815,000	0	815,000	143	0	143	814,857	0
	Subtotal - ROBERT W. HITE Treatment Facility	\$8,768,000	\$176,636,783	\$185,404,783	\$13,873,059	\$141,225,965	\$155,099,024	\$30,305,759	\$58,166,198
	TRANSMISSION FACILITIES								
1340	Force Main and Siphon Condition Assessment & Cleaning		6,859,000	6,859,000	987,738	1,478,738	2,466,476	4,392,524	0
1312	Lift Station (TNW and DM) Fixed Asset Rehabilitation		3,276,000	3,276,000	321,933	2,696,184	3,018,117	257,883	127,047
1332	Interceptor Rehabilitation 2018-2019		9,782,423	9,782,423	79,918	9,577,389	9,657,307	125,116	9,657,307
1343	National Western Center Delgany Interceptor Relocation	506,935	8,689,516	9,196,451	308,126	134,239	442,365	8,754,086	0
1325	Transmission System Structure Rehabilitation 2020		4,008,316	4,008,316	295,092	364,364	659,456	3,348,860	0
1363	Interceptor Rehabilitation 2020-2022	9,202,000	588,000	9,790,000	4,528,537	0	4,528,537	5,261,463	0
1369	TSB FARs and Improvements	540,300	0	540,300	19,614	0	19,614	520,686	0
1265	Electrical Transmission Service Substation	1,902,875	0	1,902,875	301,799	0	301,799	1,601,076	0
	EQUIPMENT								
	FARF Equipment ≥ \$10,000 & ≤ \$250,000 *	1,430,000	0	1,430,000	0	0	0	1,430,000	0
	FARF Equipment ≥ \$250,000 *	0	0	0	0	0	0	0	0
	SMALL PROJECTS								
	Small FARF Projects/Studies (see Attachment for detail)	1,000,000	13,966,361	14,966,361	771,614	9,333,127	10,104,741	4,861,620	8,870,863
	Fixed Asset Replacement Fund Total	\$23,350,110	\$223,806,399	\$247,156,509	\$21,487,430	\$164,810,006	\$186,297,436	\$60,859,073	\$76,821,415

NOTE:

* The FARF Equipment Appropriations & Expenditures reflect current year information only.

**METRO WATER RECOVERY
FIXED ASSET REPLACEMENT FUND
SMALL CONSTRUCTION PROJECTS AND STUDIES
Project Inception through September 30, 2021**

DESCRIPTION	DATE APPROVED	APPROPRIATION
BOARD RESOLUTIONS - APPROPRIATIONS	VARIOUS	\$14,966,361
LESS: EXPENDITURES TO DATE	See Below	(10,104,741)
UNEXPENDED APPROPRIATIONS		<u>4,861,620</u>
LESS: COMMITTED EXPENDITURES ON ONGOING PROJECTS		(1,816,122)
UNCOMMITTED APPROPRIATIONS*		<u><u>\$3,045,498</u></u>
NOTE: BOARD APPROPRIATIONS ARE IN LUMP SUMS, THEY DO NOT APPROPRIATE AMOUNTS FOR INDIVIDUAL SMALL PROJECTS.		

SMALL PROJECTS AUTHORIZED BY CHIEF EXECUTIVE OFFICER:	PROJECT NUMBER	DATE APPROVED	CEO'S AUTHORIZED COST	EXPENDITURES TO DATE	FUTURE COMMITTED COSTS
Completed Small Projects			\$12,227,904	\$8,870,863	\$0
Less: Unexpended Appropriations on Completed Small Projects *			(\$3,357,041)		
Open Small Projects					
RWHTF Electric Gate Actuator Project	1271	09/08/15	250,000	186,602	63,398
RWHTF Hazmat Shelter-In-Place Rehabilitation	1347	8/13/18	250,000	225,531	24,469
RWHTF Radio System Upgrade Project	1350	11/20/18	250,000	93,877	156,123
Process Building Centrifuge VFD Replacement	1354	01/02/19	75,000	59,071	15,929
District Wireless Infrastructure	1364	08/29/19	150,000	8,141	141,859
Digital Presence	1367	09/03/19	100,000	75,936	24,064
Pretreatment Database (PIMs) Replacement & CROMERR Portal	1372	11/20/19	250,000	0	250,000
Facilities Maintenance Satellite Facility Improvements	1374	02/27/20	150,000	0	150,000
Transformer and ARMS Standardization	1375	02/27/20	125,000	33,493	91,507
Office 365 Evolution	1377	07/07/20	100,000	41,250	58,750
Process Control System (PCS) Controller Upgrade	1383	08/13/20	250,000	226,828	23,172
Vital Records Update 2020	1384	09/16/20	50,000	27,600	22,400
Records Management System (RMS) Upgrade 2020	1389	11/12/20	50,000	0	50,000
Boardroom Refresh	1391	11/12/20	250,000	65,358	184,642
Cogeneration Equipment Replacement	1395	03/01/21	250,000	190,191	59,809
Asset Management Program Implementation	1405	06/14/21	250,000	0	250,000
HVAC High Priority Improvements	1392	07/13/21	250,000	0	250,000
PROJECT SUBTOTALS			<u>\$11,920,863</u>	<u>\$10,104,741</u>	<u>\$1,816,122</u>
Plus: Uncommitted Appropriations*			<u>\$3,045,498</u>		
TOTAL APPROPRIATED			<u><u>\$14,966,361</u></u>		

* As small projects are completed, the unused appropriations are reauthorized by the Chief Executive Officer for use on new small projects. This eliminates the need for Board approved rescissions and also reduces the need for Board approved replenishment of this account.

GENERAL FUND

PAR NUMBER	DESCRIPTION	APPROPRIATIONS			EXPENDITURES			9/30/21 UNEXPENDED APPROPRIATION	TRANSFERRED TO EXPENSE & FIXED ASSETS
		2021	PRIOR YEARS	TOTAL	2021	PRIOR YEARS	TOTAL		
	GENERAL FUND								
	WASTEWATER TREATMENT								
1225	South Headworks & Grease Processing Improvements	\$0	20,924,400	20,924,400	167,383	20,322,085	20,489,468	434,932	9,203,594
1244	Solids Processing Improvements		38,705,000	38,705,000	4,507,660	26,222,213	30,729,873	7,975,127	516,000
1280	Nuisance Struvite & Dewaterability Improvements		23,250,000	23,250,000	342,841	22,736,298	23,079,139	170,861	23,049,463
1314	RWHTF Peracetic Acid Full Scale Pilot		1,950,000	1,950,000	73,038	1,505,722	1,578,760	371,240	0
1333	TU-8 Load Center and Transformer Replacement		2,733,360	2,733,360	645,300	1,770,830	2,416,130	317,230	0
1357	Blower No. 8 Replacement		1,920,000	1,920,000	144	1,717,439	1,717,583	202,417	1,717,583
1400	Peracetic Acid Disinfection System Improvements	2,200,000	0	2,200,000	0	0	0	2,200,000	0
	Subtotal - ROBERT W. HITE Treatment Facility	\$2,200,000	\$89,482,760	\$91,682,760	\$5,736,366	\$74,274,587	\$80,010,953	\$11,671,807	\$34,486,640
	TRANSMISSION FACILITIES								
1232	Sand Creek & Second Creek Basins Regional Plan Transmission System Modeling Support & Permanent Flow Monitoring Program		25,698,000	25,698,000	(46,366)	16,277,317	16,230,951	9,467,049	1,926,768
1239	Electrical Transmission Service Substation	1,024,625	0	1,024,625	162,507	0	162,507	862,118	0
	ADVANCED TREATMENT								
	OTHER								
1088	Northern Treatment Plant		82,036	82,036	0	82,036	82,036	0	82,036
1182	Suncor-Management of Air Quality/Soil Contamination		2,370,000	2,370,000	9,232	2,205,393	2,214,625	155,375	2,205,393
1235	RWHTF Support Facilities Upgrade-2014		38,054,600	38,054,600	1,382,188	34,740,358	36,122,546	1,932,054	9,322,492
1348	6690 York St - Land Acquisition		410,000	410,000	0	404,713	404,713	5,287	404,713
1353	TSB Annex & Lab Storage Building Repurpose	200,000	1,600,000	1,800,000	1,194,120	83,227	1,277,347	522,653	0
1356	General Property Acquisition 2019-2022		1,500,000	1,500,000	9,195	779,976	789,171	710,829	764,790
1371	District Data Storage Infrastructure Partnership with Denver Water Concerning the Lead & Copper Rule Variance		850,000	850,000	5,000	844,012	849,012	988	0
1394	Evaluate and Enhance Metro District's Brand Identity	617,490	22,500,000	22,500,000	750,000	0	750,000	21,750,000	0
1359	Ditch Companies Litigation	250,000		250,000	320,939	0	320,939	296,551	0
1402					113,775	0	113,775	136,225	0
	SMALL PROJECTS								
	Small Projects, Studies, and Expend. (see Attachments for detail)	2,000,000	18,462,852	20,462,852	98,821	15,063,213	15,162,034	5,300,818	14,010,072
	RESERVE								
	Operating Reserve		1,500,000	1,500,000	0	0	0	1,500,000	0
	General Fund Total	\$6,292,115	\$207,644,248	\$213,936,363	\$9,838,534	\$149,454,079	\$159,292,613	\$54,643,750	\$67,979,481
	TOTAL ALL FUNDS*	\$29,642,225	\$1,011,192,637	\$1,040,834,862	\$56,000,569	\$727,779,654	\$783,780,223	\$257,054,639	\$555,174,248

NOTES:

* Of the \$555,174,248 transferred to expense or capitalized as fixed assets, only \$2,205,393 for the Suncor-Management of Air Quality/Soil Contamination, \$2,221,001 for North Treatment Plant - BGLS, \$9,191,013 Small Construction Projects and Studies and \$2,231,947 in Fixed Asset Replacement Fund Small have been expensed. All other amounts have been capitalized.

**METRO WATER RECOVERY
GENERAL FUND
SMALL PROJECTS, STUDIES, AND EXPENDITURES
Project Inception through September 30, 2021**

<i>DESCRIPTION</i>		<i>DATE APPROVED</i>	<i>APPROPRIATION</i>
BOARD RESOLUTIONS - APPROPRIATIONS		VARIOUS	\$20,462,852
LESS: EXPENDITURES TO DATE		See Below	(15,162,034)
UNEXPENDED APPROPRIATIONS			5,300,818
LESS: COMMITTED EXPENDITURES ON ONGOING PROJECTS			(3,198,038)
UNCOMMITTED APPROPRIATIONS*			\$2,102,780
NOTE: BOARD APPROPRIATIONS ARE IN LUMP SUMS, THEY DO NOT APPROPRIATE AMOUNTS FOR INDIVIDUAL SMALL PROJECTS.			

<i>SMALL PROJECTS AUTHORIZED BY CHIEF EXECUTIVE OFFICER:</i>	<i>PROJECT NUMBER</i>	<i>DATE APPROVED</i>	<i>CEO'S AUTHORIZED COST</i>	<i>EXPENDITURES TO DATE</i>	<i>FUTURE COMMITTED COSTS</i>
Completed Small Projects		VARIOUS	\$18,682,014	\$14,010,072	\$0
Less: Unexpended Appropriations on Completed Small Projects *			(\$4,671,942)		
Open Small Projects					
RWHTF Operations and Maintenance Floor Rating Analysis	1291	06/09/16	50,000	12,690	37,310
North & South Entry Gate Emergency Notification Improvement	1307	01/03/17	250,000	187,793	62,207
2018 North Secondary Pilot Program	1336	04/25/18	250,000	194,899	55,101
Dynamic Safety System	1355	01/31/19	200,000	141,556	58,444
Intellectual Property Program	1360	03/25/19	100,000	22,944	77,056
Annual Charges Metering Audit	1361	04/18/19	150,000	95,368	54,632
Fall Protection Infrastructure Improvements	1365	09/04/19	200,000	185,736	14,264
Innovation and Research Initiatives	1373	03/02/20	175,000	32,000	143,000
Facilities Maintenance Satellite Facility Improvements	1374	02/27/20	100,000	0	100,000
Transformer and ARMS Standardization	1375	02/27/20	125,000	33,493	91,507
Laboratory Audit	1376	02/20/20	250,000	0	250,000
Line Locates Enhancements	1378	06/04/20	50,000	5,666	44,334
NTP Effluent Pond Herbicide Treatment for Aquatic Nuisance Species	1381	06/10/20	75,000	63,366	11,634
NTP Post Startup Evaluation	1385	08/19/20	250,000	24,813	225,187
Legal Assistance Fund 1	1386	08/13/20	250,000	33,508	216,492
Legal Assistance Fund 2	1387	08/13/20	250,000	0	250,000
Education and Outreach Asset Update	1388	12/17/20	100,000	9,503	90,497
Aeration Control Strategy Review and Implementation	1390	12/22/20	250,000	0	250,000
Electric Fleet Vehicle Charging Infrastructure	1397	04/05/21	100,000	0	100,000
Effluent Temperature Compliance Study	1398	04/21/21	250,000	0	250,000
Support Facilities Master Plan	1399	04/05/21	250,000	0	250,000
Alternative Energy Evaluation	1401	05/05/21	75,000	200	74,800
Continuous Improvement Framework	1403	05/12/21	250,000	0	250,000
Solids Evaluation	1404	06/14/21	250,000	108,427	141,573
Warehouse Assessment and Use Plan	1407	07/08/21	100,000	0	100,000
PROJECT SUBTOTALS			\$18,360,072	\$15,162,034	\$3,198,038
Plus: Uncommitted Appropriations*			\$2,102,780		
TOTAL APPROPRIATED			\$20,462,852		

* As small projects are completed, the unused appropriations are reauthorized by the Chief Executive Officer for use on new small projects. This eliminates the need for Board approved rescissions and also reduces the need for Board approved replenishment of this account.

**METRO WATER RECOVERY
CASH FLOW - TRUST FUNDS
PRELIMINARY
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021**

	OPERATION & MAINTENANCE REVENUE	RESTRICTED SPECIAL FUNDS		FIXED ASSET REPLACEMENT	SEWER CONNECTION CHARGES	ACQUISITION & CONSTRUCTION	COMBINED 9/30/2021
		BOND	GENERAL*				
SOURCES OF FUNDS							
Investment Income **	(427,089)	4,830	0	0	0	147,291	(274,968)
Other, Net †	0	0	0	0	0	0	0
	<u>(427,089)</u>	<u>4,830</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>147,291</u>	<u>(274,968)</u>
APPLICATION OF FUNDS							
Operating Expenses	(5,781,675)	0	0	0	0	0	(5,781,675)
Capital Expenditures	0	0	0	0	0	0	0
Bond Interest & Principal Payments	0	37,879,248	0	0	0	0	37,879,248
	<u>(5,781,675)</u>	<u>37,879,248</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>32,097,573</u>
INTERFUND TRANSFERS							
Required Transfers	(5,354,586)	37,164,200	(924,891)	0	0	(21,782,078)	9,102,645
	<u>(5,354,586)</u>	<u>37,164,200</u>	<u>(924,891)</u>	<u>0</u>	<u>0</u>	<u>(21,782,078)</u>	<u>9,102,645</u>
NET CHANGE IN CASH & SECURITIES	0	(710,218)	(924,891)	0	0	(21,634,787)	(23,269,896)
BEGINNING CASH & SECURITIES, 1/1/21	24,518,373	37,979,255	200,905,579	20,000,000	25,000,000	159,927,473	468,330,680
ENDING CASH & SECURITIES, 9/30/21	<u>\$ 24,518,373</u>	<u>\$ 37,269,037</u>	<u>\$ 199,980,688</u>	<u>\$ 20,000,000</u>	<u>\$ 25,000,000</u>	<u>\$ 138,292,686</u>	<u>\$ 445,060,784</u>

* A minimum fund balance of 90 days operating expenses has been established for this fund.

**Investment income includes unrealized gains and losses as Metro adjusts investments to market value each month. Unrealized losses is rarely, if ever, realized as Metro typically hold the investments to maturity.

† Other, Net consists of amortization of premiums/discounts on bond purchases. The O&M Fund also includes Build America Bonds interest, Lab Services and farming.

METRO WATER RECOVERY
NOTES TO INTERIM FINANCIAL REPORTS

BASIS OF ACCOUNTING: All interim reports are unaudited and are prepared on the accrual basis with the exception of the Cash Flow report (Page 13) which is prepared on the cash basis.

Page 6 - O&M Fund Summary: This report is prepared on the accrual basis and details only the activity in the O&M Revenue Fund. The budgeted figures for the current month are calculated using 1/12 of the annual budget.

Annual Charges for Service are accrued each month at the year-to-date budgeted amount. They are collected in March, June, September, and December.

Other Operating Income consists of septic hauler charges, lab fees, and miscellaneous income.

Non-Operating Revenues-Other consists of miscellaneous non-recurring items.

Pages 7 and 8 - Balance Sheet: The balance sheet is prepared on the accrual basis and includes all funds except the Retirement Fund.

Prepaid Expenses includes insurance policies, maintenance contracts, and other items which are paid for in advance and charged to the expense account over the life of the contract.

Utility Plant changes are made when substantially completed projects are transferred from Construction in Progress to Plant in Service. Depreciation and amortization are recorded monthly.

Other Accrued Liabilities represents utilities incurred but not billed, as well as other miscellaneous unbilled expenditures.

Retained Earnings-Reserved represents unspent appropriations as detailed on the Capital Project Expenditures report (Pages 9, 10, and 12). Unexpended appropriations for reimbursable projects are included in Retained Earnings-Unreserved.

Pages 9, 10, and 12 - Capital Project Expenditures: This report is prepared on the accrual basis. It details the activity on capital projects and equipment for which there have been appropriations in the Acquisition and Construction, General, and Fixed Asset Replacement funds. As projects reach a 90 percent completion stage, they are transferred from a Construction in Progress account to a Fixed Asset account. The amount transferred to fixed assets is shown in the Transferred to Expense/Fixed Assets column.

Page 11 - Fixed Asset Replacement Fund - Small Construction Projects and Studies: These accrual-based reports detail the activity on the Fixed Asset Replacement Fund appropriation for small construction projects and studies.

Page 13 - General Fund - Small Projects, Studies, and Expenditures: These accrual-based reports detail the activity on the General Fund appropriation for small construction projects and studies and small regulatory assessments, studies, and projects.

Page 14 - Cash Flow - Trust Funds: This report is prepared on the cash basis. Several line-item amounts will be different on this report (as compared to the other reports) because of the different accounting assumptions.

METRO WATER RECOVERY

Board of Directors Upcoming Events

Directors are provided information on upcoming events in the monthly committee meeting packets and Chief Executive Officer's Report in the Board packet. Any new information is shown in ***bold italics***. Please add applicable meeting dates to your calendars.

<u>Date</u>	<u>Event/Location</u>
Thursday, October 28, 2021 – 8 a.m. Breakfast opens at 7 a.m.	Fall Board Workshop Northern Treatment Plant Optional tour of the Northern Treatment Plant immediately following Board Workshop.
Thursday, November 4, 2021 9 a.m. or directly following Finance	Audit Committee <i>Boardroom</i>
Thursday, November 11, 2021 – 9 a.m.	Fall Metro 6.0 Town Hall <i>Virtual – Register via link emailed October 14, 2021</i>
Thursday, November 18, 2021 – 7:30 a.m. <i>Breakfast opens at 7 a.m.</i>	Defined Benefit Plan Retirement Board <i>Boardroom</i>
Thursday, November 18, 2021 – 12 p.m. <i>Lunch opens at 11:30 a.m.</i>	Defined Contribution Plan Retirement Board <i>Boardroom</i>
Tuesday, December 21, 2021 – 4:45 p.m.	Annual Employee Recognition Reception Prior to Board of Directors Meeting TBD

2022 Board and Standing Committee Meetings Calendar

2022

January						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	26	26	27	28	29
30	31					

November						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January	July
4 Operations	Joint
6 Finance	7 Operations and Finance
11 Executive	12 Executive
18 Board	19 Board
February	August
1 Operations	2 Operations
3 Finance	4 Finance
8 Executive	9 Executive
15 Board	16 Board
March	September
1 Operations	6 Operations
3 Finance	8 Finance
8 Executive	13 Executive
15 Board	20 Board
April	October
5 Operations	4 Operations
7 Finance	6 Finance
12 Executive	11 Executive
19 Board	18 Board
May	November
3 Operations	1 Operations
5 Finance	3 Finance
10 Executive	8 Executive
17 Board	15 Board
June	December
7 Operations	6 Operations
9 Finance	8 Finance
14 Executive	13 Executive
21 Board	20 Board

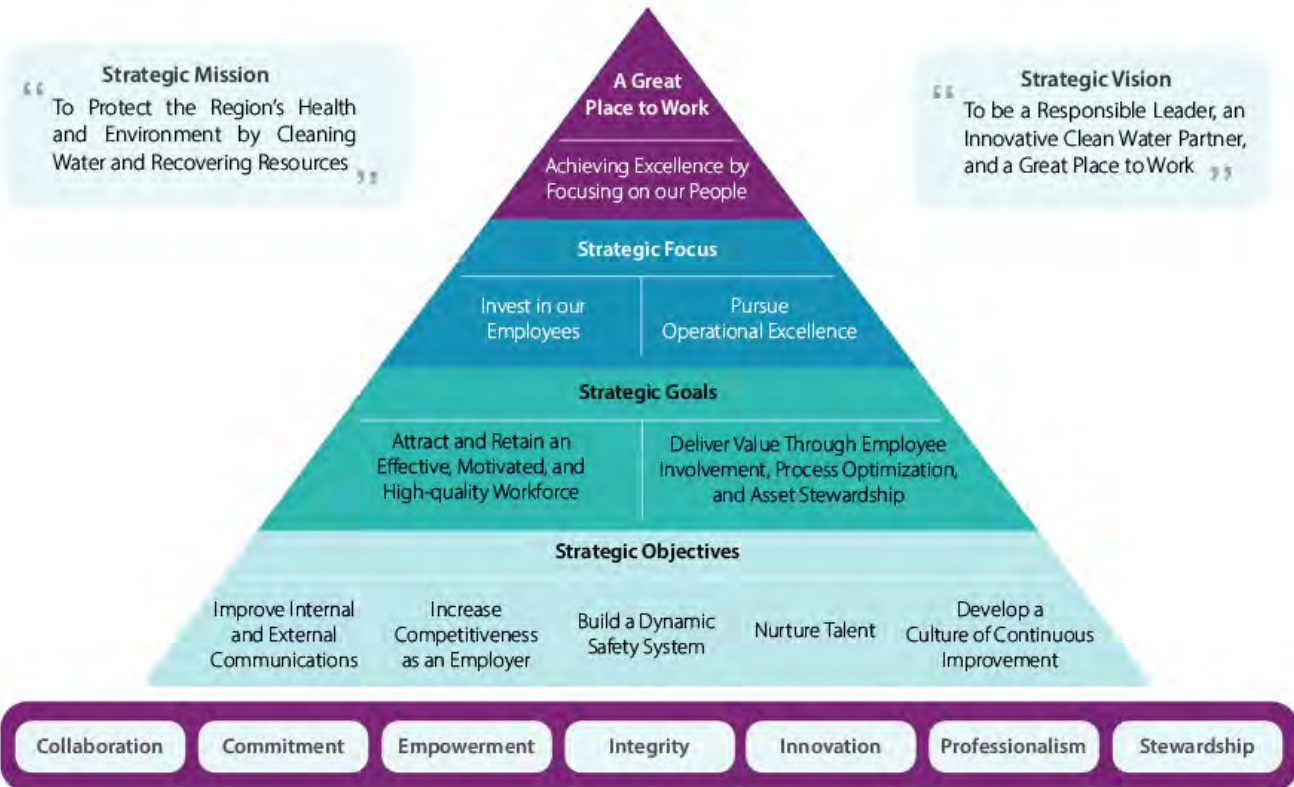
Operations/Finance
Executive
Board of Directors
Holidays



2021 Year-End Report

Update on Strategic Goals

Metro 6.0



Implementation of Strategic Plan

In 2017, Metro Water Recovery began to implement the 2016 Strategic Plan (Plan), which identified more than 60 tactics designed to support its mission, “To protect the region’s health and environment by cleaning water and recovering resources.”

The execution phase of the Plan is ongoing and has continued through the COVID-19 pandemic as Metro Water Recovery has successfully managed day-to-day work and accomplished its mission. To date, 44 of the original Plan tactics have been completed, with another 12 in progress. Broad objectives include rate stabilization and increased employee satisfaction. In addition, stakeholder and community engagement have also been top priorities in 2021, along with workplace improvements.

A high-level outline of the work associated with the Plan Goals includes:

Collaboration and Customer Service: Metro Water Recovery staff continued to focus on service to its connectors and stakeholders. Updates to the Metro Water Recovery website and communications with Connectors have been a priority.

Financial Stability: This goal set forth in the Plan calls for limiting annual charge rate increases within two percentage points of the previous years’ increase. This has been achieved consistently since the implementation of the Plan. There was no increase in the 2021 rate compared to the 2020 rate. The 2022 annual charge rate included an increase of two percent, which is consistent with the goal. The current forecast calls for a 2023 annual charge rate increase of three percent, which is one percentage point higher than 2022 and within the range of the goal.

Regulatory Engagement and Compliance: Metro Water Recovery participated in several Water Quality Control Commission (WQCC) rulemaking hearings this year, including the Section 303(d) List of Impaired Waters and Monitoring and Evaluation List (Regulation 93), Basic Standards and Methodologies for Surface Waters (Regulation 31), and Biosolids (Regulation 64).

Staff also participated in several Air Quality Control Commission (AQCC) rulemaking hearings including, Control of Hazardous Air Pollutants (Regulation 8), update to AQCC procedural rules, and successfully advocated for the proposed Employee Transportation Reduction Program proposal to be withdrawn.

Metro Water Recovery continues to participate in WQCC Water Quality Forum workgroups, including the Dredge and Fill Permit Program, 10 Year Water Quality Roadmap, Aluminum Standards, Site Location and Design Regulations for Domestic Wastewater

Treatment Works (Regulation 22), and the Reclaimed Water Control Regulation (Regulation 84). Work with the AQCC regarding Green House Gas Roadmap and the Environmental Justice Program will continue to 2022.

Metro Water Recovery worked with a coalition of stakeholders on the Water Quality Control Division initiated modifications which included Per- and polyfluoroalkyl substances (PFAS) monitoring requirements in direct discharge CDPS permits. The draft permit modifications went through public comments, responsive comments, and rebuttal comments through the Regulation 61.5(2)(d)(i)(B).

Staff is working to establish relationships with the new U.S. Environmental Protection Agency (EPA) national and regional appointees.

Culture of Innovation: In 2021, the focus was on infrastructure planning for improved electrical service and energy management at the Robert W. Hite Treatment Facility (RWHTF) as well as projects listed in the Metro 6.0 section.

Metro 6.0 Strategic Focuses

Development of Metro 6.0

In 2018, based on feedback from both staff and the Board of Directors, Metro Water Recovery prioritized two strategic focuses – becoming an Employer of Choice and pursuing Operational Excellence – as part of **Metro 6.0**. Through these strategic focuses, five objectives have been identified in pursuit of these two goals. Three objectives are tied to the **Employer of Choice Focus**:

- Increase competitiveness as an employer
- Build a dynamic safety system
- Nurture talent

The remaining two objectives are tied to the **Operational Excellence Focus**:

- Improve internal and external communications
- Develop a culture of continuous improvement

Employer of Choice Focus

Metro Water Recovery has made employee morale a major emphasis over the last three years. As part of that process, employees have been sharing ideas stressing competitiveness, training, safety, and employee recognition.

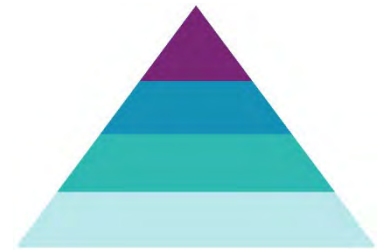
The 2021 priorities are listed below.

Completed projects are indicated by a ✓.

METRO 6.0

Focus: Employer of Choice

Strategic Objective: Increase Competitiveness as an Employer



Purpose: to attract and retain a high-quality workforce

Tactic Schedule

2017	2018	2019	2020	2021	2022	2023
	Holistic approach to total rewards ✓					
	Optimize hiring process ✓					
	Develop strategic employment branding					

2021 Milestone: Total Rewards

Executive Sponsor: Colleen Dempsey

Project Lead: Brian Haggerty

Accomplishments:

- Continued to enhance recognition programs hosted on one platform, including the Annual Value Awards and Supervisor Award. This increased visibility of awards gives employees the ability to combine points earned from multiple programs (e.g., safety, health, and fitness) to increase total value.
- In July of 2021, a custom salary survey was created to gauge the organization's pay practices and pay rates for 18 industry-specific roles. This survey was distributed to 28 of the largest wastewater treatment facilities nationwide and provided critical data. The plan is to continue this survey annually to ensure these critical roles remain competitive with a tightening labor market.
- Developed incentive programs for the Operations, Maintenance, Resource Recovery and Reuse (RR&R), and Technology and Innovation departments and the Transmissions Division. The programs encourage employees to get valuable certifications and training to ensure Metro Water Recovery retains qualified staff and also encourage attainment of critical skills.

2021 Milestone: Enhance New-Hire Onboarding Experience

Executive Sponsor: Colleen Dempsey

Project Lead: Patricia Lopez

Accomplishments:

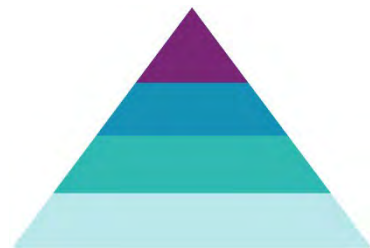
- Amidst the COVID-19 pandemic, staff has successfully onboarded more than 95 new hires while complying with all social distancing and safety guidelines.

- Metro Water Recovery has made a successful transition to paperless onboarding – which allows new hires to complete more pre-work prior to their first day on the job. The updated processes have greatly improved the day-one experience, which is now more focused on engaging discussions rather than paperwork completion.
- Staff is developing a new 90-day orientation process and finalizing development of day-zero and day-one experiences:
 - The goal is to launch a pilot of the 90-day orientation system no later than January 2022.
 - Staff continues to evaluate and enhance the current orientation and onboarding processes to ensure new hires receive pertinent information in a timely, engaging, and interactive learning environment.

METRO 6.0

Focus: Employer of Choice

Strategic Objective: Build a Dynamic Safety System



Purpose: to prioritize the health and safety and well-being of employees

Tactic Schedule

2017	2018	2019	2020	2021	2022	2023
Implement SOSPEs*✓						
Develop and implement key safety and health programs						

2021 Milestone: Implement Environmental Health and Safety (EHS) Management Program

Executive Sponsor: Colleen Dempsey

Project Lead: Brian O'Malley

Accomplishments:

- The full EHS Management program has been developed. Key sections include employee involvement, hazard identification-risk assessment and control, EHS goals and objectives, monitoring and measurement, communication, and employee recognition.
- Portions of the program implementation have been delayed due to the focus by EHS on the ongoing COVID-19 response.

2021 Milestone: Safety Programs and Training Implemented: Fall Protection, Spill Response, Hot Work, Personal Protective Equipment (PPE), and Vehicle and Traffic Control

Executive Sponsors: Liam Cavanaugh, Orren West

Project Lead: Brian O'Malley

Accomplishments:

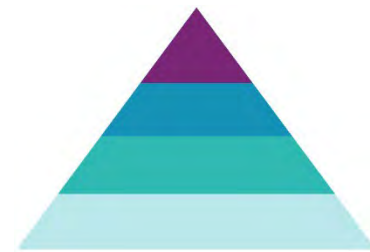
- Vehicle and traffic control safety guidelines have been developed and reflected in updated training curriculums and associated materials.
- Spill response equipment has been stationed in bulk chemical and high use areas and updated to reflect chemical compatibilities, level of potential response, and training.
- Training for hot work (spark-producing activities in process areas such as welding, cutting, or grinding) was developed and assigned to applicable groups. This is also reflected in new orientation materials presented to contractors.
- PPE training has been updated to reflect the new PPE program, signage, and availability. The Metro Safety Committee engaged in job safety analyses, pilot training review, and signage review which led to this dynamic training.

*SOSPES software is used by Metro Water Recovery employees to record safety incidents and observations which aid in Metro's ability to identify top safety initiatives to minimize the likelihood of workplace accidents, close calls, and unsafe behaviors. It empowers employees to identify and implement actions which will improve overall safety in the workplace.

METRO 6.0

Focus: Employer of Choice

Strategic Objective: Nurture Talent



Purpose: to identify and develop the necessary skills for all employees to reach their professional goals

Tactic Schedule

2017	2018	2019	2020	2021	2022	2023
		Leadership at all levels				
	Career path mapping					
	Emphasize Technical skills training ✓					

2021 Milestone: Training all Individual Contributors in FranklinCovey’s “The Five Choices to Extraordinary Productivity” Training all Supervisors in FranklinCovey’s “Six Critical Practices for Leading a Team.” Training all staff in “Up Is Not the Only Way – Rethinking Career Mobility.”

Executive Sponsor: Colleen Dempsey

Project Lead: Scott Reed

Accomplishments:

- To prepare employees for development discussions with their supervisors, more than 90 percent of staff completed the “Up Is Not the Only Way” training. More than 97 percent of employees then completed a development discussion form in Dayforce in September.
- In response to feedback from employees and management regarding “training overload,” staff introduced The “Five Choices” and “Six Critical Practices” as elective classes for 2021. Additional FranklinCovey electives introduced so far include “Unconscious Bias” and “Project Management for the Unofficial Project Manager.” Other electives launched include “QPR – Question, Persuade, Refer – CPR for Mental Health” and a revised class – “Career Growth Strategies – Mastering the Interview.” Staff has continued to offer these FranklinCovey and other electives through the second half of the year and will offer them at regular intervals through 2022.
- Staff has launched four FranklinCovey “Learning Impact Journeys” – self-paced, on-demand, nuggetized learning modules – covering four key topic areas to be completed by all employees between September 2021 and January 2022. The topic areas covered are: “Emotional Intelligence,” “Understanding Others,”

“Unconscious Bias,” and “Written Communications.” These have been implemented for all employees with a completion deadline of January 31, 2022. Positive anecdotal feedback regarding the content of these courses has been received.

2021 Milestone: Career Path Mapping

Executive Sponsor: Colleen Dempsey

Project Lead: Brian Haggerty

Accomplishments:

- A new template for job descriptions was created, which includes content sections titled Knowledge, Skills, and Abilities (KSAs). KSAs will enable clearer career pathing across positions. These new job descriptions will roll out at the end of 2021 into the first quarter of 2022.
- Several reclassification processes were designed to help employees identify their career path. Specific reclassification programs developed or updated in 2021 are:
 - Equipment and Transportation Technician Associate Program
 - Information Technology (IT) Service Delivery Team
 - Computer-Aided Drawing (CAD)-to-Building Information Modeling (BM) Team
 - Communications Specialist Reclassification Program
 - Lab Analysts Reclassification Program development and revision (in-progress)

2021 Milestone: Increase Robustness of the Performance Management Cycle

Executive Sponsor: Colleen Dempsey

Project Leads: Scott Reed, Brian Haggerty

Accomplishments:

- The Key Responsibilities tool was piloted this year in Dayforce, human resource information system (HRIS) employee data software, enabling real-time progress tracking and a uniform structure for goal setting.
- Stay Interviews were implemented for all staff in May with 96 percent completing these key discussions.
- Interim Performance Appraisal (IPA) forms were implemented in Dayforce for ease of use.
- Staff completed the second round of

Development Discussions with their supervisors. A total of 97 percent documented their conversations in Dayforce

- Revised End-of-Year PA forms were designed in Dayforce with redefined performance ratings and sliding scales to rate individual categories. This allows compliance with the Equal Pay for Equal Work Act following the completion of the performance appraisal process.
- With the four annual formal touch points in place, the design of the Performance Management Cycle is complete. The four touch points are Stay Interviews, Interim Performance Appraisals, Year-end Performance Appraisals, and Development Discussions.

Operational Excellence Focus

The second focus of Metro 6.0 is Operational Excellence. The purpose of this focus is to maintain Financial Stability, provide first-class Customer Service, achieve Regulatory Compliance, and improve working conditions to make Metro Water Recovery an Employer of Choice. Much of Metro's continuous improvement is based upon its unique Culture of Innovation and Collaboration.

As Metro Water Recovery has moved forward with much of this work, staff has provided a great deal of

feedback related to several major workflows and areas where information sharing, collaboration between operating groups, and decision making could be improved. Some examples of those workflows include project conceptualization and development, enterprise-level planning, and integration of IT projects into the planning process.

The 2021 priorities are listed below.
Completed projects are indicated by a ✓.

Project Phase Gates



Prioritization & Approval

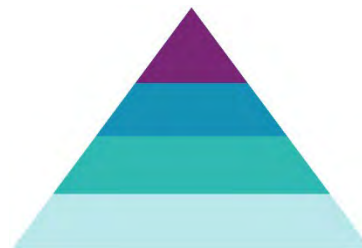


Phase Gates

METRO 6.0

Focus: Operational Excellence

Strategic Objective: Improve Internal and External Communications



Purpose: to develop an efficient and effective method of communication which increases consistency, transparency, and understanding

Tactic Schedule

2017	2018	2019	2020	2021	2022	2023
	Develop and implement Communication Plan					
	Brand enhancement					
Connector Service Plan ✓						

2021 Milestone: Finalize and Implement Brand Enhancement Recommendations

Executive Sponsor: Mickey Conway
Project Lead: Dawn Ambrosio

Accomplishments:

- Metro Water Recovery successfully launched its new name and brand on September 1, 2021. The launch included, state and county notifications, key stakeholder communications, trademark submission, multiple system updates, new signage, updated vehicle decals, and an updated digital presence.
- Employees have updated multiple documents, drawings, and internal procedures which reference the name of the organization. This work continues.
- Metro Water Recovery launched its first digital media campaign focusing on “We Get Your Water” and “Know Where it Flows.”

2021 Milestone: Evaluate and Enhance Digital Presence Platforms and Content Management

Executive Sponsor: Dawn Ambrosio
Project Lead: Jack Hennes

Accomplishments:

- Metro Water Recovery’s new website was successfully launched on September 1, 2021. Using Google Analytics, it was confirmed traffic has increased dramatically. Metro’s social media presence was also launched (Facebook and LinkedIn). The publishing cadence is two to three times per week. 9nthWonder will provide social media support, including paid ads on numerous platforms, for the initial social media run.

2021 Milestone: Develop, Market, and Implement Virtual Elementary Education Classroom Options to Complement In-Person Tours

Executive Sponsor: Dawn Ambrosio
Project Lead: Colleen Miller

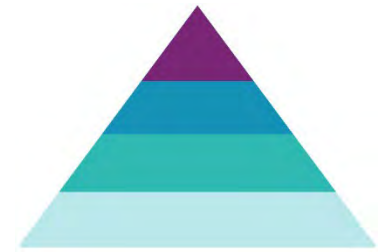
Accomplishments:

- Metro Water Recovery is using social and digital media platforms to market a virtual classroom presentation. While it was developed as a response to the sudden shift to online learning, it will continue to be an option for teachers.
- Beyond virtual education, Metro Water Recovery is creating and updating critical educational resources for all ages. Those resources include a children’s video and a virtual tour of the RWHTF. When the new videos are available, they will be incorporated into the virtual classroom offering.
- On-site tours and site visits that were suspended at the start of the pandemic have resumed.

METRO 6.0

Focus: Operational Excellence

Strategic Objective: Develop a Culture of Continuous Improvement



Purpose: to encourage, enable, and empower employees to improve their business and operational process – increasing collaboration, efficiency, and consistency across Metro Water Recovery

Tactic Schedule

2017	2018	2019	2020	2021	2022	2023
		Enterprise Prioritization ✓				
			Phase Gates Implementation ✓			
			Asset Management Program Implementation			
				Develop and Implement Culture of Continuous Improvement Program		
Develop and Implement IT Master Plan						
Implement Metro Dayforce						
		Streamline Emergency Procedures ✓				
				Enhance Data Management and Usage		

Phase Gates Implementation

The following Phase Gates milestones are considered complete:

2021 Milestone: Entrench Phase Gates Framework into the Planning Process

Executive Sponsor: Perry Holland
Project Lead: Muzit Kiflai

2021 Milestone: Refine the Current SharePoint One List Tool Which Includes all Future Projects to Aid in Comprehensive Planning

Executive Sponsor: Perry Holland
Project Lead: Muzit Kiflai

2021 Milestone: Implement Effective Project Conceptualization Using the Business Case Methodology for all Projects

Executive Sponsor: Perry Holland
Project Lead: Muzit Kiflai

Asset Management Program Implementation

2021 Milestone: Develop Strategic Asset Management Plan (SAMP) Implementation Strategy

Executive Sponsor: Liam Cavanaugh
Project Leads: Edyta Stec-Uddin, Perry Holland

Accomplishments:

- The initial focus of implementation in 2021 has been on developing governance documents, identifying data needs and tools, and finalizing a change management strategy.
- Draft implementation plans have been developed and are being finalized.

2021 Milestone: Develop all Asset Management Governance Documents

Executive Sponsor: Liam Cavanaugh
Project Leads: Edyta Stec-Uddin, Perry Holland

Accomplishments:

- Governance documents will provide the foundation and framework for the development of the Asset Management Program (AMP).
- Initial governance documents were finalized. Additional documents will be developed with assistance from a consultant which will be selected as part of the Asset Management Implementation project (PAR 1405).

2021 Milestone: Start to Develop and Integrate the Asset Registers and Data Needed for the Asset Management Program

Executive Sponsor: Liam Cavanaugh
Project Leads: Edyta Stec-Uddin, Perry Holland

Accomplishments:

- Some progress related to defining asset classes and associated data has been made so far this year and will be a larger focus in 2022. Details will continue to be finalized with assistance from a consultant which will be selected as part of PAR 1405.

2021 Milestone: Evaluate Data Management Tools for the Future Needs of the Asset Management Program (AMP)

Executive Sponsor: Liam Cavanaugh
Project Leads: Edyta Stec-Uddin, Perry Holland

Accomplishments:

- The AMP team has been scheduling meetings with various vendors to understand the capabilities of available asset management tools. Staff participated in additional meetings with other utilities to evaluate other options being used successfully.

2021 Milestone: Organize and Start Pilot Asset Management Program (AMP)

Executive Sponsor: Liam Cavanaugh
Project Leads: Edyta Stec-Uddin, Perry Holland

Accomplishments:

- This project allows vetting of SAMP concepts, governance documents effectiveness, and asset register/data use. The Pilot AMP will likely start in 2022.

Implement IT Master Plan

2021 Milestone: Identify Ownership with Regards to Business Processes, IT Services, and Data

Executive Sponsor: Molly Kostelecky
Project Lead: Barbara Wilson

Accomplishments:

- IT services and business processes are being refined to ensure consistent and repeatable performance for team members. This refinement includes the development of an IT Service Catalog. As of the end of the third quarter of 2021, IT has developed more than 175 service catalog items. Each one has a defined workflow and when needed, an approval process.
- IT is clarifying definitions for three types of work: incidents, service changes/enhancements, and projects. Through this work, IT will identify criteria for determining when work is designated as a project.

- IT continues to coordinate conversations between workgroups and other business units on topics such as cybersecurity, daily and long-term project work processes, and future planning needs to ensure the right information gets to the individuals who need it.

2021 Milestone: Develop and Begin Implementation on Wireless Campus Designs for Both Plants

Executive Sponsor: Molly Kostelecky
Project Lead: Barbara Wilson

Accomplishments:

- IT has completed design and cost estimates for wireless campus improvements for both treatment plants. The purchase of necessary equipment was expedited to meet demands for wireless capacity in support buildings when staff returned to the office after COVID-19 restrictions were lifted.
- This work has an expected completion date in 2022 barring any supply chain issues with equipment deliveries.

2021 Milestone: Dayforce Phase II

Executive Sponsor: Colleen Dempsey
Project Lead: Brian Haggerty

Accomplishments:

- The Performance Management Module was installed in the first quarter of 2020 and configured with input from stakeholders in the second and third quarters. Full usage of the module began in 2020 with Year-end Appraisals. Additions in 2021 included Stay Interviews, Interim Performance Appraisals, Development Discussions, and Year-end Appraisals.
- The Compensation Module was configured and will be used for 2021 year-end compensation decisions. 2021 will mark the first year the Performance Module will tie directly to the Compensation Module, greatly reducing manual tasks for supervisors.
- In 2021, the Learning and Engagement modules were added to Dayforce to add more functionality for employees.

2021 Milestone: Develop a Culture of Continuous Improvement Framework

Executive Sponsor: Dawn Ambrosio
Project Lead: Muzit Kiflai

Accomplishments:

- A solicitation for the Continuous Improvement Program framework was developed for Statement of Interest and Qualifications. This allowed the evaluation team to pre-qualify vendors and firms prior to proposals being submitted. Two vendors

were selected to move forward to the Request for Proposals (RFP) process.

- The two proposals were reviewed and scored by the evaluation team and the firm with the highest score was moved forward in the process.
- In September, the evaluation team interviewed references for the firm and entered into a contract with Raftelis Financial Consultants in partnership with Change and Innovation Agency.

2021 Milestone: Understanding and Scoping of Data-Driven Decision Making

Executive Sponsor: Blair Wisdom

Project Lead: Joshua Goldman

Accomplishments:

- Meetings with departmental stakeholders to discuss current and future data management and utilization challenges are on-going. A survey has been created and will be used to understand the current and future needs of data uses at Metro Water Recovery. The results will be used to prioritize next efforts.
- A project scoping form and workflow was created and is being used to define the objectives, requirements, and measures of success to ensure stakeholder needs are being met. This process will continue to be refined and improved.

2021 Milestone: Enhance Data-Driven Decision Making

Executive Sponsor: Blair Wisdom

Project Lead: Joshua Goldman

Accomplishments:

- The Alteryx data analysis platform was installed and piloted through May 2021. As a result of the successful pilot, the organization moved forward with the procurement of this powerful data tool. A

team of developers has been created and includes staff from IT and the Technology and Innovation Department. Additional departments are implementing the Alteryx software and developing workflows specific to their subject areas and needs.

- Data analysis workflow development has focused on operational and regulatory data with upgrades and improvements to how staff calculates, disseminates, and uses this data. The workflow process for calculating and reporting the organization's Discharge Monitoring Reports is nearly complete. This effort will standardize the documentation and transparency of the process while minimizing errors.

2021 Milestone: Standardize Data Management

Executive Sponsor: Blair Wisdom

Project Lead: Joshua Goldman

Accomplishments:

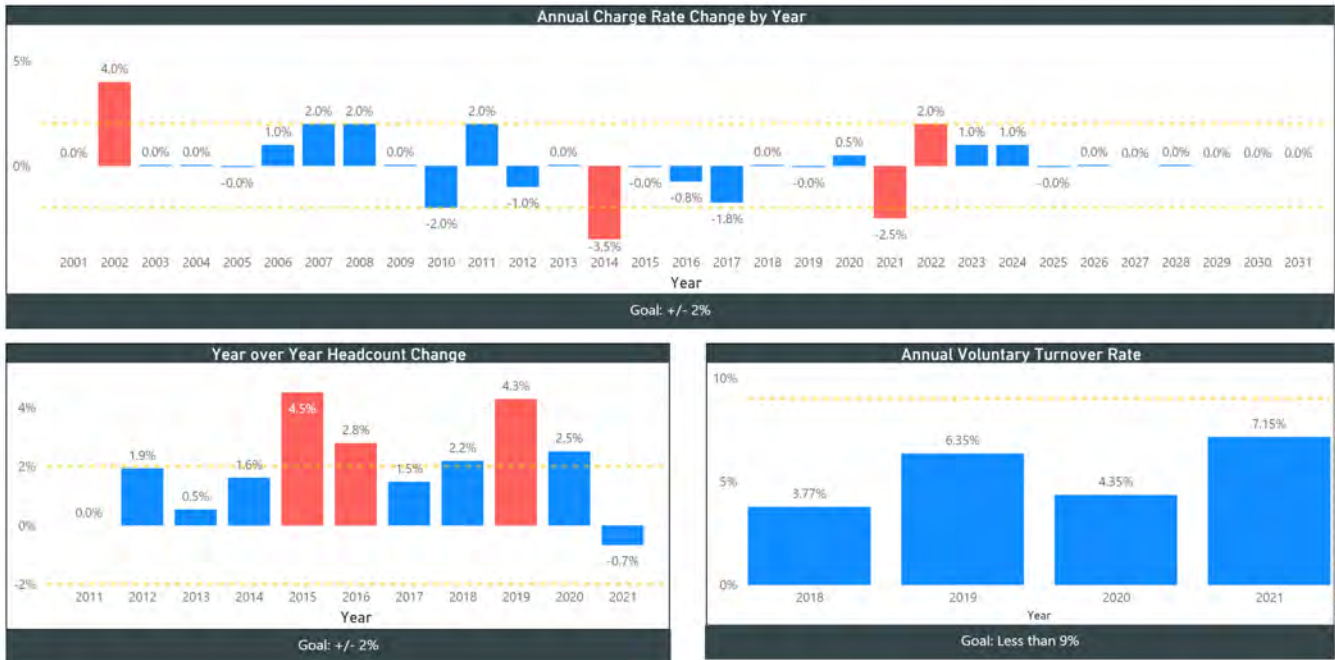
- Data management decisions have been found to be made on past precedent and have evolved based on new challenges; however, this approach is neither systematic nor holistic. Documenting decision-making workflows for data management has been the first step in making adjustments to the status quo.
- During the vetting process of the Alteryx software, key functions were developed for future workflows such as data input and output, laboratory data quality control, multivariate model fitting, Excel document processing for data archiving, and configuring workflows to be executed on an onsite server for all Metro Water Recovery users. This has helped establish standards of practice for data management. These standards will continue to evolve and improve as the team works through data projects.

Strategic Organizational Metrics for 2021

Metro Water Recovery has identified three primary metrics to evaluate whether the organization is achieving its mission. The metrics are intended to guide decision making at an organizational level. Primary metrics will help determine if Metro is achieving its goals and secondary metrics will identify specific opportunities for improvement. The primary metrics Metro will be tracking are

voluntary turnover rate, annual charge rate change, and annual budgeted headcount increase. These three metrics were chosen based on a best practice evaluation and analysis of alignment to the 2016 Strategic Plan goals and objectives.

Organizational Metrics



Voluntary Turnover Rate

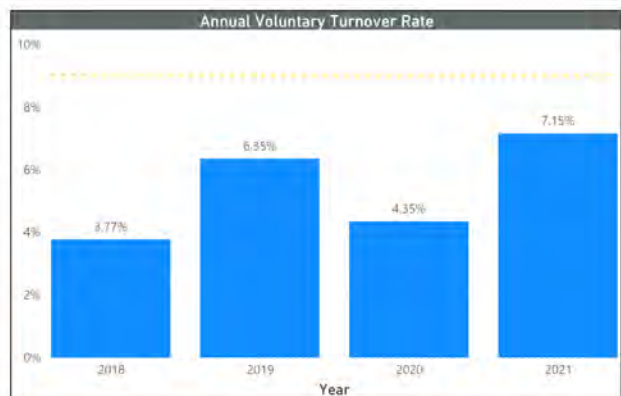
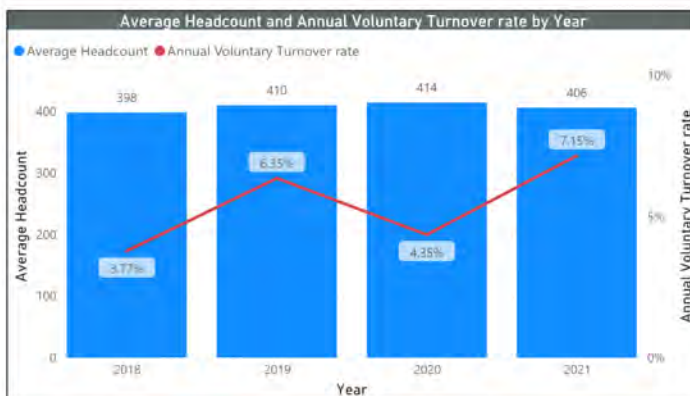
Voluntary Turnover Rate

The Strategic Goal of being an Employer of Choice with the vision of "Being a Great Place to Work" has been an area of focus for multiple years at Metro. Specifically, Metro has been focusing on investing in employees through building a dynamic safety system, increasing competitiveness as an employer, and nurturing talent.

Metro expects these efforts will lead to a stabilization of voluntary turnover. It is the goal of Metro to have a voluntary turnover rate of less than nine percent.

Goal

Maintain a voluntary turnover rate less than 9%



*Voluntary turnover rate does not include retirements

Annual Charge Rate Change

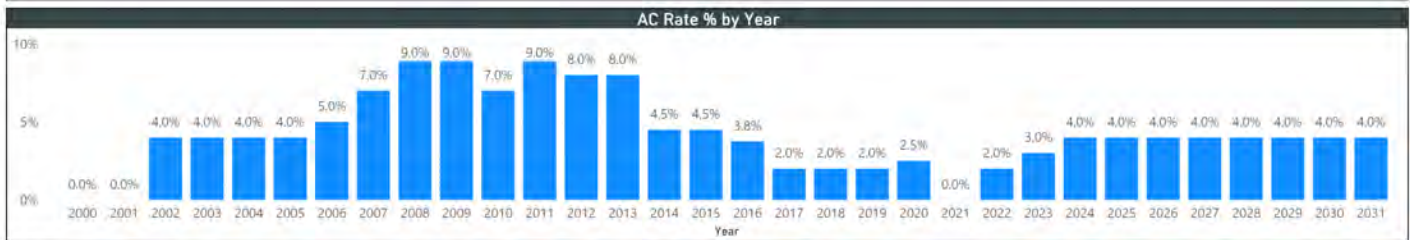
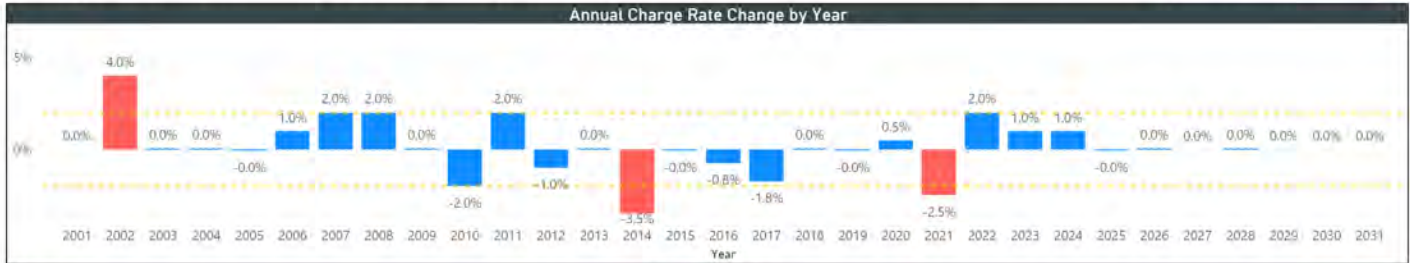
Annual Charge Rate

Multiple goals of the 2016 Strategic Plan require Metro to be a good steward of resources. Specifically, an objective identified under the goal of Financial Stability is to "Maintain a year-to-year variation in annual charge rates to no more than 2 percent."

Goal
Maintain a year-to-year variation in annual charge rates to no more than 2%.

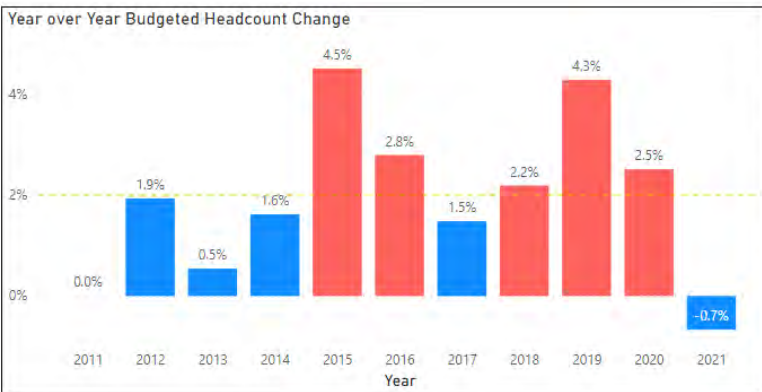
Metro continues to optimize business costs to achieve the approved strategic objective and has identified this as a primary metric with the goal of an annual change of plus or minus two percent.

**It should be noted this goal may have some variability with respect to setting the 2022 annual charges, as the Board approved a zero percent rate increase for 2021 due to the economic effects of the COVID-19 pandemic on Connectors.*



Annual Headcount Change

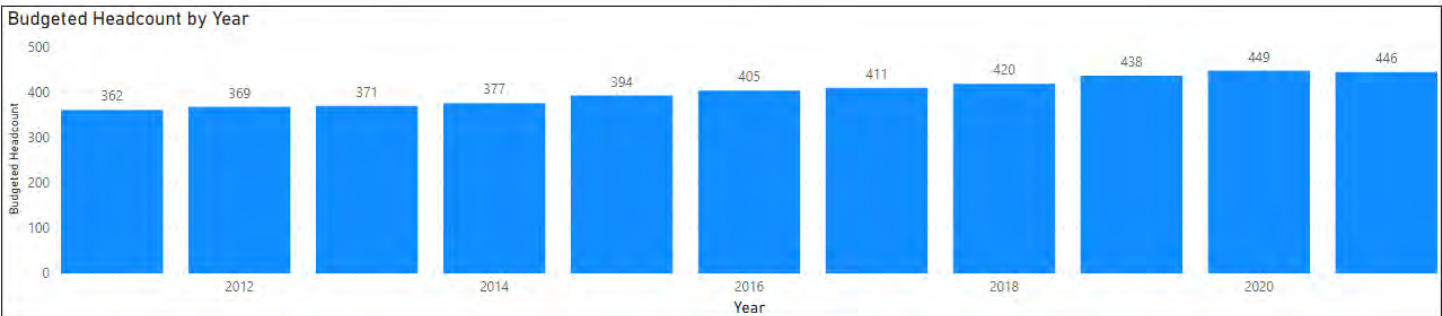
Budgeted Headcount Change Rate



Metro Water Recovery is committed to focusing on optimizing costs required to operate. The most controllable operational cost is labor. Metro wants to ensure its employee's strengths are being engaged in the most effective way possible to achieve operational excellence.

A headcount metric was chosen to challenge Metro to continue "Delivering value through employee involvement, process optimization, and asset stewardship" while pursuing a culture of continuous improvement. It is the goal of Metro to have an annual headcount change of plus or minus two percent.

Goal
Maintain a year-to-year variation in an annual budgeted headcount change of +/- 2%



2021 Department Highlights

In addition to the Strategic Plan work outlined in this report, Metro Water Recovery staff has continued to execute its day-to-day and project work effectively and efficiently. Highlights of some of the key work accomplished by departments is presented below.

Human Resources:

2021 Update:

- Almost all work in HR is tied directly to the Strategic Plan and is highlighted in the report.

Office of the General Counsel

2021 Update:

- Continued to monitor and manage COVID-19 requirements for Metro Water Recovery.
- Created a Contract Document Library and workflow to facilitate cleaner contract creation and review with Procurement work. Also, visually captured the workflow for acquiring goods to gain understanding of current process and coordinate efficiencies.
- Created an Intergovernmental Agreement Document Library and tracking list to capture historical decisions and obligations in one place.
- Hired Associate General Counsel to further support departments.
- Coordinated with newly established Executive Leadership Team to establish a regular check-in on big organizational items.
- Supported the Strategy and Communication Department (StratComm) rebranding effort, successfully filing the name change certificate with all counties within Metro Water Recovery's service area.
- Organized and coordinated with outside counsel on two pending litigations.
- Coordinated on Fort Lupton becoming a Connector.
- Established several workflows to streamline interdepartmental work requiring Office of the General Counsel input and/or opinion.
- Collaborated with Engineering, StratComm, and other departments to initiate the Second Creek Interceptor and Sand Creek Interceptor System Improvements Project (PAR 1232).
- Collaborated with the Environmental Services Department on the Rules and Regulations updates and streamlining internal Pretreatment Program processes related to the Rules.
- Collaborated with Engineering and Technology and Innovation departments to file a comment in the Public Utilities Commission's rulemaking in September 2021, describing Metro Water Recovery's position on heat recovery, how to beneficially reuse biogas, and how both can fit into the state's goals concerning greenhouse gases and renewable natural gases.

Office of the CEO:

2021 Update:

- Transitioned from virtual meetings to hybrid meetings, providing continued meeting support for all meetings of the Board.
- Continued work on the Boardroom audio/visual refresh project.
- Launched the BoardEffect portal, implementing the delivery of all Board meeting packets into this digital platform, expanding functionality, and adding relevant content, including numerous sections in the library.
- Held New Director Orientation in September to help onboard Directors who joined the Board within the last year.
- Worked with StratComm on the rebranding efforts.
- Supported Human Resources with employee events.

Strategy and Communications:

2021 Update:

- Created new PAR Project Briefing Series with the goal of sharing a high-level summary of project initiation which can be quickly digested by employees and distributed monthly.
- Created or edited more than 25 videos for various stakeholders and requests including CEO announcements, Town Hall needs, employee celebrations and retirement, cybersecurity, and facility updates.

- Worked with the Environmental Services Department to create, produce, and implement a new quarterly board update – the *Emerging Issues* report.
- Supported major internal campaigns including the transition to Office 365, Cybersecurity, and COVID-19 vaccine events.

ADMINISTRATIVE SERVICES

Administrative Services is comprised of Accounting, Budget, Information Technology, and Procurement.

2021 Update:

- Completed Phase 1 of Office 365 Evolution: Full implementation of Microsoft Office 365 for all staff, including training.
- Completed the Banking Services RFP, unanimously selecting Wells Fargo for a three-year contract.
- Completed 2020 financial statement audit with new auditors, Moss Adams LLP, with an unqualified (clean) opinion and no audit findings.
- Completed the 2022 Budget cycle.
- Completed Dissolved Air Flotation, Internal Work Order, and METROGRO Farm Harvesting Contracts Internal Audits.
- Completed design and installation of storage in warehouse expansion area for continued optimization.
- Developed and conducted cybersecurity training at various levels of the organization for all employees.
- Completed implementation of print management services.

TECHNICAL SERVICES

Technical Services oversees the Comprehensive Planning, Engineering, Environmental Services, and Technology and Innovation departments. Having these departments aligned together creates cohesive processes and produces better outcomes for technical projects, increasing innovation, and meeting environmental regulations.

Comprehensive Planning Department:

2021 Update:

- As part of developing the Enterprise Plan List and CES dashboards to support the new Metro Water Recovery programs and overall prioritization of projects, new Power BI dashboards have been developed which organize the Enterprise Plan and CES info by program and provide cash flow scenarios which have been used during prioritization. Additional prioritization criteria evaluation tools are in development.
- Formalizing internal workgroups is a priority. This process is a priority so staff can regularly discuss planning inputs such as current and future regulations; flows and loads capacity in comparison to desired levels of service; and external stakeholder needs, opportunities, and One Water strategic initiatives. This year it was determined some high-functioning workgroups were already formed internally and Comprehensive Planning will continue to pursue the creation of additional workgroups as needed.

Engineering:

2021 Update:

- Completed construction and process startup for the Grease Processing Facility and demolished the temporary grease building as part of the South Headworks and Grease Processing Improvements Project (PAR 1225). Also completed construction and process startup of the east half of the new Bar Screen Facility and modifications to the west end of the bar screen effluent channel; installed new gate actuators on the inlet gates to the South Primary Clarifiers; and completed yard piping, paving, grading, landscaping, and demobilization of contractor/consultant trailers. Substantial completion for the project was reached on June 25th. Efforts continue to finish punch list items to reach final completion before outstanding construction contract issues, including liquidated damages, are settled and the contract is closed out.
- Continued construction work on the Solids Processing Building Improvements Project (PAR 1244), scheduled to be completed in 2022. For the Biosolids Dewatering and Storage Facility (BDSF): Completed the construction and water testing of four biosolids storage bins, including live bottom conveyors, slide gates, and rotary levelers. Completed all pipe and electrical installation to the dewatering centrifuges, centrifuge

feed pumps, polymer feed pumps, and other associated equipment. Completed all installation checks and operational readiness testing of the dewatering system using water (including centrifuges, sludge and polymer feed pumps, storage bins, and all associated instrumentation). Began process startup testing by introducing process fluids (sludge, polymer) to the dewatering system and storage bins. Installed exterior stair towers, translucent panels, and membrane roofing system and began installation of the exterior insulated finish system on the new BDSF building. Completed concrete paving on the north and west roads leading to BDSF. For the Sludge Holding Tanks (SHT): Completed installation and startup testing of the centrifuge feed loop pumps and grinders. Installed and tested new motor control centers, variable frequency drives and heating, ventilation, and air conditioning (HVAC) unit.

- Continued construction and land rights acquisitions on PAR 1232. In March 2021, began open-cut construction and installation of a 54-inch HOBAS pipe. By end of 2021, it is anticipated approximately 3.5 miles of pipe (20 percent) will be installed including trenchless (tunnelling) installations under 120th Ave and Potomac St, 124th Ave and Brighton Road, US Highway 85 and the BNSF Railroad, Tower Road and Peña Blvd. Structural work is ongoing at the Odor Control Facility (OCF), Platte River siphon inlet/outlet, and metering facilities. Time sensitive milestones have been completed which included open-cut installations of piping through the Brighton 27J School District property and the Adams County Regional Park. As of October 2021, all land acquisition is complete. Additionally, by September 2021, the Colorado Department of Public Health and Environment (CDPHE) granted Site Location Approval and issued all five Phased Design Approvals for the alignment. All project Land Use Permits have been obtained with Adams County, City of Brighton, and Commerce City.

Environmental Services:

2021 Update:

- Work on both Environmental Services Department (ES) Initiatives involved collaboration and coordination of diverse stakeholder groups from the four divisions within ES and outside stakeholders including the Operations and Technology & Innovation departments.
- Significant progress was made this year to improve the overall effectiveness and efficiency of the Unusual Observation Program initiative. The work is expected to continue in 2022. Unusual observations are typically things like colors, odors, and foaming in the collection system or process equipment or changes in wastewater characteristics such as pH, temperature, dissolved oxygen, etc. The progress included an assessment of activities which would be needed to streamline the business process and standard operating procedures associated with identification, communication, response(s), follow-up, and tracking of unusual observations.
- Lab Chemicals and Waste Handling, Storage, and Disposal Evaluation is on schedule to be completed by November 2021. Through the process, a thorough evaluation of current business procedures, recordkeeping, characterization of discharge under local limits, state and federal requirement evaluations, chemical usage, and health and safety were completed.

Technology and Innovation

2021 Update:

- Staff from the Technology and Innovation Department worked with numerous internal stakeholders to move the Peracetic Acid (PAA) Disinfection Improvements Project (PAR 1400) through the Phase-Gates process and initiated a design and construction project for improvements to these vital disinfection systems. Detailed design is now underway, and staff continues to work to ensure the PAA upgrades are compatible with other projects and infrastructure being added in the same areas.
- Managers from Engineering and a technical lead from the Technology and Innovation Department worked with a consultant and internal stakeholders to evaluate biogas utilization alternatives and identify the most advantageous use of biogas at the RWHTF, incorporating future regulations, sustainability goals, and financial drivers.
- With tremendous support from the Laboratory, Operations, and other staff, the Technology and Innovation Department helped coordinate and execute clarifier stress testing in the North Secondary to support computation fluid dynamics modeling in support of the hydrocyclone pilot work. This testing was vital to understanding the potential of this technical solution to intensify the liquid treatment process. Preliminary results are very promising, and the data set is one of the most complete and robust for evaluating densification in the industry.

COORDINATED OPERATIONS

To streamline operations and create cross-departmental teamwork, the Maintenance, Operations and Resource, Recovery and Reuse departments are now aligned structurally. The benefits of this restructuring are numerous.

Business Support for Coordinated Operations:

2021 Update:

- Completed the re-alignment of budget items for the transition to the Coordinated Operations structure and identified additional business support processes and areas where improvements could be made.

Maintenance and Operations

2021 Update:

- Successfully completed most of the commissioning and start-up of the new South Headworks, Grease Processing, and MagPrex™ processes, focusing on automation and optimization of in-service systems, preventative maintenance and spare parts planning, and finalization of standard operating procedures. All three systems are on-line and in service. There are a few remaining items to complete while working through some warranty type issues.
- Supported the 2021 Fixed Asset Replacement Project to ensure availability and cleanliness of areas where construction work is slated to occur. This specific goal has been successful although Fixed Asset replacement is a continual effort.
- Implemented a dedicated plan for ensuring housekeeping and cleanliness programs exist between groups and for all areas of the RWHTF. Conducted several major clean-up events throughout the year with the focus being on some of the bigger areas. Staff continues to develop a more robust housekeeping effort.
- Supported the Aeration Basin 2 innovation initiative by providing and maintaining facilities to clarify long-term technology options for the North Secondary process. This goal has been successful and is providing great input for the future North Secondary Improvement project.

Resource Recovery and Reuse:

2021 Update:

- Worked on improving and applying gravel to approximately two miles of Badger Creek Road, while constructing and permitting a new containment area at the North Farm. This goal was not completed this year due to short staffing levels in the RR&R Operations Division. This goal will continue to be a focus in 2022.
- Completed the third Tera Gator rebuild in record time. The team assigned to this rebuild worked very well together and completed the rebuild three months earlier than anticipated.
- Finalized implementation of the new line locate program in the Transmission system to efficiently comply with new legal requirements. This program has been implemented and all requirements are being met, but staff is still working with the Utility Notification Center of Colorado (UNCC) to develop some streamline functions to make reporting more efficient.

NTP Operations and Maintenance:

2021 Update:

- Reached substantial completion of the NTP Post-Startup Evaluation Project which includes the selection and prioritization of near-term capital improvement needs. This project has involved Technology and Innovation Division engineers collaborating with NTP Operations and Maintenance (O&M) and other departments to identify and prioritize critical operational and safety improvements to the facility which have surfaced over the five years the NTP has been operational. The identification and prioritization phases have been completed, and the most urgent and/or impactful projects are being initiated through small projects, larger PAR projects, or funded through operational budgets as appropriate. The highest priority projects now being launched include Post-Aeration process decommissioning, gravity thickened sludge pumping improvements (macerators and solids/flow instrumentation), and safety gate installation for tertiary basin accessibility. Some projects will be implemented near the end of 2021 or in early 2022, while the remaining projects will be prioritized and initiated through various PAR projects or re-evaluated within the Facility Planning cycle.
- The initial NTP facility staffing and process planning for receiving the Second Creek Interceptor flows and

loads (anticipated for startup in 2023) have been developed and will be under review for budgetary approval from 2022 – 2023. The goal is to ensure the O&M groups at the NTP have sufficient staffing for operator coverage and redundancy and can support the increase in maintenance activities as flow increases and equipment redundancy decreases with upcoming additions to the service area. O&M needs are continually being assessed to identify existing gaps and bottlenecks to help predict future staffing needs as the facility grows and ages. Process planning is ongoing and is a collaborative effort between the NTP, O&M, and the Technology and Innovation departments in anticipation of treatment process impacts of future flows and loads at the NTP.

METRO WATER RECOVERY

MEMORANDUM

TO: Board of Directors

DATE: October 15, 2021

FROM: Mickey Conway, Chief Executive Officer
Emily Jackson, General Counsel

RE: 2021 Direct Reports' Year-End Update on Personal Objectives

In January 2021, the Board of Directors reviewed the Performance Evaluation forms for its two direct reports, the Chief Executive Officer (CEO) and the General Counsel. These forms include a "Specific Evaluations" section relating to a number of general skill/topic areas (such as "Board Relations," "Communication," and "Leadership") as well as a section entitled "Personal Objectives," which includes a number of items related to development of the employee's role in Metro Water Recovery's success.

As part of the review of the performance of the CEO and General Counsel, this year-end performance report is being presented to the Board to show progress toward each Personal Objective for the year.

CEO PERSONAL OBJECTIVES

Metro Water Recovery Employee Contact/Morale: Continue to solicit staff input through meetings and surveys and implement solutions to advance the "Employer of Choice" goal and improve staff morale.

- ***Staff Meetings:*** I have continued to attend staff meetings in the various Metro divisions and departments. Some of those meetings have been in-person since August while many others have been virtual. I have maintained an "open door" policy, and a number of employees have taken advantage of this policy. Conversations in those meetings range from friendly updates to thoughtful suggestions for improvement. Upon implementation of our new leadership structure this summer, I have been meeting on a weekly basis with the Chief Financial Officer, Chief Operating Officer, and Chief Technical Officer (the Executive Leadership Team). These formal meetings are in addition to numerous check-in meetings related to specific issues. In addition, this group meets weekly with the General Counsel to discuss high-profile or high-risk issues. Senior Management Team (SMT) meetings continue on a weekly basis and "all-hands" Division Head meetings (approximately 40 staff) are held quarterly to ensure senior staff is current on the latest issues and that I am able to answer questions. Now that COVID-19 restrictions have been relaxed, I will be working with SMT to develop a more structured schedule of "walk around" opportunities to engage with staff and see firsthand the product of their work. These will be in addition to my regular drop-in walkthroughs.
- ***Annual Employee Survey and Listening Tour:*** As I reported in the mid-year update, the Employee Satisfaction survey was offered to staff again in April 2021. Results of the survey, which were reported to the Board, showed an overall slight improvement from the 2019 survey scores. In the first quarter of 2022, I will reengage in the Employee Listening

Tours, in which I meet with all staff in small groups over the course of several months with the objective of discussing ideas for improvement. In 2023, we will initiate the Employee Survey again to continue to receive some feedback and compare our progress with prior survey results.

- **Summarize Information from Meetings and Surveys; Implement Changes to Address Feedback:** Metro has initiated a number of improvements or modifications based on staff suggestions such as policy updates, including implementation of expansion of the work-from-home program; enhanced review of compensation comparisons for numerous critical positions; and continued work on Strategic Plan goal initiatives (outlined in the 2021 Year-End Report – Update on Strategic Goals). The Ideas at Work Program is still active as well, which recognizes employees who submit ideas creating efficiencies, improving safety, and/or saving Metro money. This semi-annual award ceremony will be held next during the November Town Hall meeting.
- **Schedule and Engage in Bi-Annual Town Hall Meetings:** Due to COVID-19 restrictions, Metro has been unable to hold large in-person meetings. The winter Town Hall will be held virtually in November. We were able to hold an outdoor socially distanced event in August celebrating everyone coming back to work at the office, which was very well received by the staff.
- **“CEO’s Corner” Blog:** I have continued to write in my blog and have been supplementing the written blog with video entries ranging from recognition of various awards and accomplishments to explanations of thoughts behind new policies and how they affect Metro staff. These efforts continue to receive positive response from staff, and I intend to continue using this effective communication tool to connect with employees.
- **Implement Strategic Programs:** We have continued to make significant progress toward the goals set out in the Strategic Plan. Details are included in the 2021 Year-End Report – Update on Strategic Goals.

External Communications/Relationships

Continue to develop external relationships with key stakeholders to advance and inform specific Metro Water Recovery initiatives as well as the Metro Strategic Plan goals and mission.

- **Meetings with Metro Connector Executive-Level Contacts (Mayors, City Managers, Council Persons, and Stakeholder Utility Executives) to Further Metro Goals and Messaging and Develop Specific Areas of Interest Common to the Parties:** Until the COVID-19 development last March, I had been continuing my meetings with Connectors in 2020, giving me an opportunity to present an overview of Metro’s mission and process and discuss the value Metro brings to the community and the issues the region will be facing in the future. I intend to continue the process once expanded meeting groups are permissible and Connectors feel comfortable meeting. I am working with the Office of the CEO staff to begin scheduling meetings in the first quarter of 2022.
- **Continue Meetings with Federal and State Officials:** Prior to the COVID-19 crisis, I was focused on these key, in-person stakeholder meetings. Many of those meetings,

including meetings with leadership from the Colorado Department of Public Health and Environment (CDPHE), were held virtually over the last year. In addition to one-on-one meetings, I have been involved in forming a utility leadership group which includes leadership from Denver Water, Aurora Water, Colorado Springs Utilities, and South Platte Renew. The purpose of the group is to share insights, coordinate a “One Water” approach to planning and policy, and align our interests in working with CDPHE. Recently we met with new CDPHE leadership and have agreed to implement quarterly meetings with CDPHE (in addition to one-on-one meetings each entity has with CDPHE for specific issues.) As soon as possible, we will be moving again to in-person meetings with all of these stakeholders, including CDHPE and Environmental Protection Agency (EPA) leadership.

- **Engage in Local Leadership Forums and Participate in External National Organizations:** With respect to industry groups, I am currently serving as a board member representing Region 8 on the National Association of Clean Water Agencies (NACWA) Board of Directors. I serve on several NACWA Board committees, including the Nominating Committee and the Affordability Task Force. This year I was also named as a member of the One Water Council of the US Water Alliance, a group consisting of water utilities, consultants, and businesses. I am continuing my participation as a member of the Water Environment Foundation (WEF), the Metro Denver Chamber of Commerce, Colorado Municipal League (CML), and the Rocky Mountain Water Environment Association (RMWEA) and work to keep current on all relevant issues.

Personal Leadership Development

- **Targeted Areas of Subject Matter Focus:** Now that COVID-19 restrictions have been eased, I will continue work with national organizations which provide opportunities for executive-level learning. Utility Finance and Cybersecurity are two areas where I have continued to focus.
- **Continue Development of Senior-Level Leadership Team:** In June, I finalized the selection of two Senior positions, Sherman Papke as the Chief Technical Officer and Molly Kostelecky as the Chief Financial Officer, who, along with Liam Cavanaugh (the Chief Operations Officer), serve as officer-level leaders of aligned groups within Metro Water Recovery. These leaders and their department heads, along with the Director of Human Resources and the Director of Strategy and Communication constitute the SMT, which meets on a weekly basis to discuss strategic issues. A team charter was developed and will be reviewed again this fall. Leadership training and team building opportunities will be offered to the members of the team now that meeting size restrictions are being lifted.

GENERAL COUNSEL PERSONAL OBJECTIVES

This portion of the update discusses the status of the 2021 performance criteria for the General Counsel.

Descriptions of my performance are general to avoid confidentiality or privileged issues. In addition to my position as General Counsel, Metro Water Recovery employs a full-time Associate General Counsel (Reed Koenig) and a full-time Administrative Analyst (Brittany Peshek) and engages with outside legal counsel as appropriate.

Personal development is an ongoing, two-fold priority for the Office of the General Counsel (OGC) – continuing my individual development plus the development of the OGC team as a cohesive unit, as well as progressing efforts to develop well-rounded team members.

- ***Continue to Increase my Understanding of all Aspects of Metro Water Recovery's Business and Departments, Continuing to Forge Relationships, and Communicate the Availability of Legal Resources Across the Organization:*** 2021 has been the year of inter-department collaboration. Our recurring check-in meetings with the Regulatory and Procurement divisions have been highly successful in maintaining an open space for communication, creating more effective inter-departmental business processes, and streamlining workflows between teams using the new Microsoft 365 environment. With the Procurement Division, our department is developing a Contract Workflow to streamline input of vendor information and track active contracts which are expiring or up for extension of terms. This new workflow makes use of the functionality of Microsoft 365 to automate some administrative steps which allow staff to focus on the quality of each contract's content. I have started to create a database of existing Intergovernmental Agreements which will serve as a resource for OGC as well as other departments.
- ***Continue Building Relationships with Members of the Board of Directors, Gaining Knowledge of Metro Water Recovery's Member and Connector Interests and Issues:*** I worked closely with Fort Lupton on their questions concerning their potential new membership with Metro. I have also worked closely with Todd Creek Village Metropolitan District, Lakewood, and developers in the Rooney Valley area on connector questions. Working with our Strategy and Communications Department, we have started developing a Connector Request intake and internal workflow to provide a better end-user experience by establishing expectations of Metro and the potential Connector from the start which will help organize staff resources and timing in a more effective manner. With the same group, we are developing a resources page on Metro's website for existing and potential connectors to provide useful content in a searchable format.
- ***Support the Associate General Counsel and Administrative Analyst, Providing Strong Leadership and Management for the Office of the General Counsel:*** For the latter half of 2021, my department has focused on integrating our new team member into Metro Water Recovery projects and strengthening relationships across departments with our new resource capacity. We've focused on team building through a professional development program, Emergenetics, and using tools and strategies we've collected from the FranklinCovey trainings provided through the Human Resources Department.

- ***Continue to Refine Approaches of Communicating Complicated Legal Issues to the Board of Directors and Metro Water Recovery Staff:*** I have continued to provide verbal updates to the Board and assist with the Emerging Issues information items. When there was no active litigation, I provided monthly updates on other items of interest.
- ***Attend Training Targeted on Professional Development and Leadership Growth:*** I hired a professional coach to help me with professional development and leadership growth. My sessions have provided tools and vocabulary to help me prioritize and focus my work, improve my communication skills, and generally show up in a more effective and productive manner. I have integrated these new skills into my daily work with my team. I also created a weekly meeting with the newly created Executive Leadership Team to discuss major issues and initiatives which affect the highest levels of Metro Water Recovery and critical strategies.
- ***Attend Local, Relevant Conferences and Events and Attend Continuing Legal Educational Events Required for Colorado Attorneys:*** I am working with NACWA on scheduling the annual Law Seminar, which will be a multi-day conference this November in Charleston, SC. I am also serving on two NACWA committees focusing on revising the Consent Decree handbook and the Per- and polyfluoroalkyl substances (PFAS) Workgroup. I also participate in a California Association of Sanitation Agencies (CASA) PFAS group and a PFAS Receivers national group.

METRO WATER RECOVERY

MEMORANDUM

TO: Board of Directors

DATE: October 19, 2021

FROM: Scott Twombly, Chairman of the Board

RE: Performance Evaluation Process for 2021 - Chief Executive Officer and General Counsel

The Board of Directors has two direct reports—the Chief Executive Officer (CEO) and the General Counsel. Under the performance evaluation process developed for the Board's direct reports, input from all Directors is essential. Please review this material prior to your November Standing Committee meeting.

In order to assist with the compilation of Directors' comments, please provide written comments about the CEO's performance and General Counsel's performance on the Performance Evaluation Forms (linked [here](#) and [here](#)) and forward them to me at scott.twombly@thorntonco.gov, or by mail to Scott Twombly at 12450 Washington St. Thornton, CO 80241.

Please note, the Performance Evaluation Forms are in a digital format. You can complete these documents digitally by clicking the links above, downloading both forms, saving them to your computer, inputting your responses, saving, and then emailing or mailing them to me. You can also complete these documents physically by printing the forms, filling them out with a pen, and bringing hard copies to your Standing Committee meeting or mailing or emailing them to me.

If you don't bring a hard copy of your completed evaluation forms to your Committee Chair at the November Standing Committee meetings, the deadline to get the forms to me is noon on Monday, November 8, 2021. Please note, the agenda of each November Standing Committee meeting includes time for discussion of your comments, so be prepared to provide feedback on their performance and discuss whether or not you support retention.

It is important to be as specific as possible and to tie your observations to the following, which will be included in the November Committee meeting packet:

- **Metro Water Recovery 2021 Year-End Report on Strategic Goals (for the CEO's evaluation)**
- **CEO and General Counsel 2021 Year-End Report on Personal Objectives**
- **CEO and General Counsel Performance Criteria (listed on the Performance Evaluation Forms)**

At the November 9, 2021 Executive Committee meeting the Committee chairs will summarize the Committee meeting discussions. Following discussion, the Executive Committee will prepare a consensus evaluation, including a decision to retain or not retain, and salary recommendation for the coming year, for both the CEO and General Counsel.

The Executive Committee's evaluations and recommendations will be presented to the Board of Directors at its November 16, 2021 meeting. As Chairman of the Board, I will meet individually with the CEO and General Counsel to present their specific feedback to them.

Your attention to this matter is very much appreciated.

ST:rk
Attachments



**MICKEY CONWAY, CHIEF EXECUTIVE OFFICER
METRO WATER RECOVERY
PERFORMANCE EVALUATION**

BOARD MEMBER'S NAME:	
BEGINNING OF RATING PERIOD: JANUARY 1, 2021	CURRENT DATE:
PERFORMANCE RATINGS (Please use the following scale to identify performance within each category)	
1—IMPROVEMENT NEEDED 2—SUCCESSFUL 3—HIGHLY PROFICIENT 1=SOMETIME SUCCESSFUL, BUT NOT CONSISTENT 2= CONSISTENTLY MEETS THE REQUIREMENTS OF THE JOB IN ALL ASPECTS 3=FREQUENTLY EXCEEDS ALL JOB REQUIREMENTS	
SECTION A – SPECIFIC EVALUATIONS	
PERFORMANCE FACTOR RATED	RATING
<u>BOARD RELATIONS.</u> <i>Fair and equitable in dealings with the Board; responsive to requests from Board members for information; provides the Board with relevant information, recommendations, and viable options prior to decision-making.</i>	
<u>COMMUNICATION.</u> <i>Uses diplomacy and tact; treats everyone with respect; relates well to all constituencies including Board members, staff, and colleagues; transmits ideas, recommendations, and technical information so they are clearly understood both orally and in writing; creates effective presentations; articulates complex ideas and concepts in a comprehensive manner.</i>	
<u>CUSTOMER SERVICE.</u> <i>Responds in a timely manner to requests and complaints; serves Metro Water Recovery's customers with impartiality and fairness at all times; maintains effective relationships with other agencies; encourages and holds Metro employees accountable for high standards of customer service.</i>	
<u>FISCAL RESPONSIBILITY.</u> <i>Demonstrates innovative and efficient approaches to managing the organization's resources; presents a clear and comprehensive budget proposal; manages in a fiscally sound manner; uses available resources effectively and efficiently.</i>	
<u>INTEGRITY.</u> <i>Demonstrates honest and ethical behavior in performing duties and responsibilities; assumes responsibility for own actions; earns trust by treating customers and co-workers equitably and fairly; maintains confidentiality; maintains impartiality and fairness in dealing with Board members, staff, and member agencies.</i>	
<u>LEADERSHIP.</u> <i>Articulates and implements Metro's vision and ensures consistent application across the organization; visionary—demonstrates a broad and far-reaching perspective; sees and communicates the big picture; takes the lead on change efforts; establishes himself within the community in a position of respect and has the confidence of key stake holders and peers; displays tenacity in dealing with difficult challenges and issues.</i>	
<u>PLANNING & ORGANIZING.</u> <i>Anticipates future needs and effectively plans and organizes work to achieve goals; develops short- and long-range organizational strategies to ensure timely completion of objectives; establishes priorities and manages multiple tasks effectively; consistently meets deadlines; maintains a high level of productivity.</i>	
<u>PROBLEM SOLVING/JUDGMENT.</u> <i>Sees big picture; identifies and evaluates pertinent issues in all their complexity; arrives at sound, timely decisions after balanced consideration of facts and alternatives; knows when to take independent action and when to seek further Board direction; understands consequences of actions; uses good judgment; reads a situation accurately and acts appropriately.</i>	

**MICKEY CONWAY, CHIEF EXECUTIVE OFFICER
METRO WATER RECOVERY
PERFORMANCE EVALUATION**

<u>SECTION B – PERSONAL OBJECTIVES</u>	
PERFORMANCE FACTOR RATED	RATING
<p><u>METRO WATER RECOVERY EMPLOYEE CONTACT/MORALE.</u> <i>Continue to solicit Metro staff input through meetings and surveys and implement solutions to advance the “Employer of Choice” goal and improve overall staff morale.</i></p> <ul style="list-style-type: none"> • <i>Conduct Listening Tour meetings with staff in small groups by spring 2021.</i> • <i>Engage a third-party survey firm to administer the second annual employee survey; analyze results and comparisons to previous survey results.</i> • <i>Summarize information and ideas culled from meetings and surveys and communicate broad concepts to staff and the Board of Directors.</i> • <i>Where appropriate and strategic, implement changes to address employee feedback.</i> • <i>Schedule and engage in bi-annual Town Hall meetings as well as require department- and division-level staff meetings in various formats, involving staff at all levels of Metro.</i> • <i>Continue “CEO’s Corner” blog on Metro’s 6450 SharePoint with routine updates to staff on relevant Metro topics.</i> • <i>Work to implement strategic change/support at all levels of the organization</i> • <i>Continue focus on employee health and safety during pandemic restrictions and focus on safe and efficient transition to “post COVID” workplace.</i> 	
<p><u>EXTERNAL COMMUNICATIONS/RELATIONSHIPS.</u> <i>Continue to develop external relationships with key stakeholders to advance and inform specific Metro Water Recovery initiatives as well as Metro’s Strategic Plan’s goals and mission.</i></p> <ul style="list-style-type: none"> • <i>Subject to easing of COVID-19 restrictions, hold meetings with Metro Connector executive-level contacts (i.e., mayors, city managers, council persons, stakeholder utility executives) to further Metro goals and messaging and to focus on and develop specific areas of interest in common to the parties.</i> • <i>Continue meetings with federal and state officials, including periodic meetings with the U.S. Environmental Protection Agency (EPA) Region 8 Administrator; and periodic meetings with executive-level officials at the Colorado Department of Public Health and Environment (CDPHE), Colorado State Attorney General’s Office, and the Governor’s Office. The meetings will focus on engagement with regulators to further Metro objectives, exploration of potential strategic partnerships, and specific common areas of interest/concern. Charter new high level “One Water” group to meet periodically with members of water utilities, state and federal regulators and relevant NGO members.</i> • <i>Engage in local leadership forums such as the Metro Denver Chamber of Commerce, Colorado Municipal League, Special Districts Association, Water Congress, and the Rocky Mountain Water Environment Association (RMWEA).</i> • <i>Participate in external national organizations with intent to promote Metro-specific initiatives and keeping up on trends and sector news, including my current appointment as a member of Board of Directors for the National Association of Clean Water Agencies (NACWA) and active membership in the Water Environment Federation (WEF) and the Water Research Foundation (WRF).</i> 	
<p><u>PERSONAL LEADERSHIP DEVELOPMENT.</u></p> <ul style="list-style-type: none"> • <i>Target areas of development through coursework and seminars including NACWA Utility Executive Leadership program.</i> • <i>Continue development of SMT leadership focus through development and engagement with the Senior Leadership Team.</i> • <i>Attend local, relevant leadership and management conferences, and attend continuing educational events for utility management.</i> 	

**MICKEY CONWAY, CHIEF EXECUTIVE OFFICER
METRO WATER RECOVERY
PERFORMANCE EVALUATION**

<u>SECTION B – OVERALL EVALUATION</u>		
IMPROVEMENT NEEDED <input type="checkbox"/>	SUCCESSFUL <input type="checkbox"/>	HIGHLY PROFICIENT <input type="checkbox"/>
WHY DID YOU ASSIGN THIS RATING?		
TO ASSIST THE CEO IN BECOMING EVEN MORE EFFECTIVE, WHERE DO YOU SEE OPPORTUNITY FOR IMPROVEMENT IN THE UPCOMING YEAR?		
WHAT DO YOU SEE AS THE KEY OBJECTIVES FOR THE CEO FOR THE UPCOMING YEAR?		
OTHER COMMENTS OR REMARKS THAT YOU DEEM PERTINENT?		

SIGNATURE: _____

DATED: _____



**EMILY JACKSON, GENERAL COUNSEL
METRO WATER RECOVERY
PERFORMANCE EVALUATION**

BOARD MEMBER'S NAME:	
BEGINNING OF RATING PERIOD: JANUARY 1, 2021	CURRENT DATE:
PERFORMANCE RATINGS (Please use the following scale to identify performance within each category)	
1—IMPROVEMENT NEEDED 2—SUCCESSFUL 3—HIGHLY PROFICIENT 1=SOMETIMES SUCCESSFUL, BUT NOT CONSISTENT 2= CONSISTENTLY MEETS THE REQUIREMENTS OF THE JOB IN ALL ASPECTS 3=FREQUENTLY EXCEEDS ALL JOB REQUIREMENTS	
SECTION A – SPECIFIC EVALUATIONS	
PERFORMANCE FACTOR RATED	RATING
<u>BOARD RELATIONS.</u> <i>Fair and equitable in dealings with the Board; responsive to requests from Board members for information; provides the Board with relevant information, recommendations, and viable options prior to decision-making.</i>	
<u>COMMUNICATION.</u> <i>Uses diplomacy and tact; treats everyone with respect; relates well to all constituencies including board members, staff, and colleagues; transmits ideas, recommendations, and technical information so they are clearly understood both orally and in writing; creates effective presentations; articulates complex ideas and concepts in a comprehensive manner.</i>	
<u>CUSTOMER SERVICE.</u> <i>Responds in a timely manner to requests and complaints; serves Metro Water Recovery's customers with impartiality and fairness at all times; maintains effective relationships with other agencies; encourages and holds Metro employees accountable for high standards of customer service.</i>	
<u>FISCAL RESPONSIBILITY.</u> <i>Demonstrates innovative and efficient approaches to managing the organization's resources; presents a clear and comprehensive budget proposal; manages in a fiscally sound manner; uses available resources effectively and efficiently.</i>	
<u>INTEGRITY.</u> <i>Demonstrates honest and ethical behavior in performing duties and responsibilities; assumes responsibility for own actions; earns trust by treating customers and co-workers equitably and fairly; maintains confidentiality; maintains impartiality and fairness in dealing with board members, staff, and member agencies.</i>	
<u>LEADERSHIP.</u> <i>Articulates and implements Metro's vision and ensures consistent application across the organization; visionary—demonstrates a broad and far-reaching perspective; sees and communicates the big picture; takes the lead on change efforts; establishes herself within the community in a position of respect and has the confidence of key stakeholders and peers; displays tenacity in dealing with difficult challenges and issues.</i>	
<u>PLANNING and ORGANIZING.</u> <i>Anticipates future needs and effectively plans and organizes work to achieve goals; develops short- and long-range organizational strategies to assure timely completion of objectives; establishes priorities and manages multiple tasks effectively; consistently meets deadlines; maintains a high level of productivity.</i>	
<u>PROBLEM SOLVING/JUDGMENT.</u> <i>Sees big picture; identifies and evaluates pertinent issues in all their complexity; arrives at sound, timely decisions after balanced consideration of facts and alternatives; knows when to take independent action and when to seek further board direction; understands consequences of actions; uses good judgment; reads a situation accurately and acts appropriately.</i>	

**EMILY JACKSON, GENERAL COUNSEL
METRO WATER RECOVERY
PERFORMANCE EVALUATION**

SECTION B – PERSONAL OBJECTIVES	
PERFORMANCE FACTOR RATED	RATING
<p><u>METRO WATER RECOVERY ONGOING LEGAL COUNSEL.</u></p> <p><i>As General Counsel, I represent and provide legal advice to the Board of Directors, Chief Executive Officer, and all departments of Metro, including ongoing legal support related to Board meeting agenda items, Metro’s budget, Retirement Board matters, land acquisitions and easements, all contracts, personnel matters, and policy updates.</i></p>	
<p><u>EXTERNAL COMMUNICATIONS/RELATIONSHIPS</u></p> <p><i>As General Counsel, I will:</i></p> <ul style="list-style-type: none"> • <i>Continue to develop external relationships with key stakeholders to advance and inform specific Metro Water Recovery initiatives related to Metro’s legal and regulatory interests.</i> • <i>Continue working to assist Metro’s member and connector interests and issues.</i> • <i>Evaluate Orders related to the COVID-19 outbreak and implement strategies and protocols to provide a safe and stable working environment.</i> • <i>Continue meetings with federal and state officials, including EPA Region 8, Colorado Department of Public Health and Environment (CDPHE), and Colorado State Attorney General’s Office. The CEO and I will plan meetings to focus on engagement with regulators to further Metro objectives, exploration of potential strategic partnerships, and specific common areas of interest/concern.</i> • <i>Engage in local forums related to legal and regulatory interests such as the Metro Denver Chamber of Commerce, Colorado Municipal League, Special Districts Association, Water Congress, and the Colorado Bar Association.</i> • <i>Provide leadership in external organizations, including co-chairman responsibilities on the National Association of Clean Water Agencies’ Legal Affairs Committee.</i> • <i>Participate in national association or stakeholder groups focused on specific issues of interest such as PFAS.</i> 	
<p><u>PERSONAL LEADERSHIP DEVELOPMENT.</u></p> <p><i>To further my and my department’s development, I will:</i></p> <ul style="list-style-type: none"> • <i>Work with my professional coach on goals established out of my 2020 review.</i> • <i>Provide leadership and management for the Office of the General Counsel.</i> • <i>Continue to refine approaches of communicating complicated legal issues to the Board of Directors and Metro Water Recovery staff.</i> 	

**EMILY JACKSON, GENERAL COUNSEL
METRO WATER RECOVERY
PERFORMANCE EVALUATION**

SECTION B – OVERALL EVALUATION		
IMPROVEMENT NEEDED <input type="checkbox"/>	SUCCESSFUL <input type="checkbox"/>	HIGHLY PROFICIENT <input type="checkbox"/>
WHY DID YOU ASSIGN THIS RATING?		
TO ASSIST THE GENERAL COUNSEL IN BECOMING EVEN MORE EFFECTIVE, WHERE DO YOU SEE OPPORTUNITY FOR IMPROVEMENT IN THE UPCOMING YEAR?		
WHAT DO YOU SEE AS THE KEY OBJECTIVES FOR THE GENERAL COUNSEL FOR THE UPCOMING YEAR?		
OTHER COMMENTS OR REMARKS THAT YOU DEEM PERTINENT?		

SIGNATURE: _____

DATED: _____



141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 • Fax: 303-987-2032

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: August 31, 2021

RE: Notice of 2022 Rate Increase

A handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by the CPI (5.28%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.