RULES & REGULATIONS
AND
MAIN EXTENSION POLICIES AND PROCEDURES
OF THE
KOOTENAI-PONDERAY SEWER DISTRICT

SECTION I: DEFINITIONS

SECTION II: NEW SERVICE CONNECTIONS
- **A. APPLICATION FOR NEW CONNECTION**
- **B. DENIAL OF APPLICATION FOR NEW CONNECTION**
- **C. COMMENCEMENT OF MONTHLY SEWER USE CHARGE**
- **D. CAPPING**
- **E. TRANSFER OF CAPACITY AND WASTEWATER SERVICE CONNECTION**

SECTION III: MAIN EXTENSION POLICIES AND PROCEDURES
- **A. SECURITY DEPOSIT FOR ADMINISTRATIVE CLOSE OUT**
- **B. BASIS OF DESIGN REQUEST**
- **C. DESIGN REQUIREMENTS**
- **D. PRELIMINARY DESIGN REQUIREMENTS**
- **E. LINE OVER SIZING**
- **F. FINAL ACCEPTANCE OF THE SEWER MAIN EXTENSION**
- **G. RECOUPMENT OF PARTIAL EXTENSION COSTS**
- **H. SPECIAL RECOUPMENT PROVISIONS**

SECTION IV: BUILDING SEWER AND SERVICE CONNECTION CONSTRUCTION POLICIES AND PROCEDURES
- **A. GENERAL**
- **B. CONNECTION TO MANHOLES**
- **C. CROSSING CESSPOOLS AND CONNECTIONS TO CESSPOOL PIPES**
- **D. BASE AND BACK FILLING**
- **E. CATCH BASINS -STORM AND SURFACE DRAINAGE**
- **F. DEPTH OF SIDE SEWERS**
- **G. LOCATIONS RELATIVE TO WATER SERVICE PIPES AND MAINS**
- **H. PERMITS**
- **I. INSPECTIONS**
- **J. SERVICE CONNECTION CLEANING**

SECTION V: SEWAGE PUMP STATION DESIGN POLICIES AND PROCEDURES
- **A. DESIGN REQUIREMENTS**
- **B. SUBMITTAL AND REVIEW REQUIREMENTS**
- **C. PUMP STATION REQUIREMENTS**

SECTION VI: RESTROOMS FOR SHOP OR MUDROOM
- **EXHIBIT A: CHARGES, RATES AND FEES**
- **EXHIBIT B: EQUIVALENT RESIDENT (ER) SCHEDULE**

THESE RULES AND REGULATIONS shall be a part of the contract between the Kootenai-Ponderay Sewer District (the "District") and every individual, firm, corporation, association, company or society for the delivery and use of any sewer service within the District's sewer service area as designated by that map denominated "Kootenai-Ponderay Sewer District Sewer Service Area". Every individual, firm, corporation, association and/or company agrees in making application for sewer service, receiving sewer service and/or for the continuation of sewer service shall be bound thereby.

Charges, rates, fees and forms applicable to the District's sewer system are set forth in the attached Exhibits.

SECTION I
DEFINITIONS

ACT	The Clean Water Act (33 U.S.C. 1251 et seq.) as amended.
APPLICABLE PRETREATMENT STANDARDS	For any specified pollutant, the general discharge prohibitions, the District's specific limitation on discharge, State standard on discharge, State standard or the National Categorical Pretreatment Standards (when effective), whichever standard is the most stringent.
APPLICANT	The person who submits an application to the District for any connection to or for sewer service for the public sewer system on a form provided by the District.
APPLICATION FOR SERVICE	A written application on a form to be provided by the District and to be submitted by a prospective user to the Board of Directors of the District. Such application is to be accompanied by the appropriate fees prior to connecting to the public sewer system. A form provided by the District shall also be used by present users prior to expanding and/or increasing their usage of the District's system, and by former users when desiring to reconnect to the public sewer system.
BOARD OF DIRECTORS	The five (5) duly elected governing members of the District.
BOARDING HOUSE	Any building or portion thereof, which includes separate bedrooms for rent and common kitchen and/or bathroom facilities.
BOD-5 BIOCHEMICAL OXYGEN DEMAND	The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in (5) days at twenty degrees Celsius, (20°) C, expressed in milligrams per liter (mg/l)

BUILDING	The generic term for all constructed units to be connected to the District's system, including, but not limited to, any boarding house, building used by an industrial discharger, motel, hotel, multi-unit dwelling, residential building, single-family residence, or units in a mobile home park or RV park, as defined herein.
BUILDING DRAIN	The part of the lowest horizontal piping of a drainage system that receives the discharge from waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.
BUILDING SEWER LATERAL	The extension from the building drain to a point of connection with the system or other places of disposal, such as pump stations. The building sewer lateral is commonly referred to or known as a "lateral" or "side sewer".
CATEGORICAL PRETREATMENT STANDARDS	National Pretreatment Standards specifying quantities of concentrations of pollutants or properties that may be discharged or introduced into a publicly owned treatment works.
C-CENTIGRADE	The centigrade scale for measuring temperature, on which, at standard atmospheric pressure, the boiling point of water is at one hundred degrees (100°) and the freezing point is at zero degrees (0°) on its scale.
COMBINED SEWER	A sewer receiving both surface run-off and sewage.
CONTRACTOR	Any person, firm, or corporation licensed by the State of Idaho as a public works contractor.
DEVELOPER	One or more persons or legal entities which is the owner of property and seeks to have such property served by the District.
DISTRICT	The Kootenai-Ponderay Sewer District, Bonner County, Idaho, or its authorized or designated agent or representative.
DISTRICT REPRESENTATIVE OR COLLECTIONS REPRESENTATIVE	A designated employee of the District employed, licensed and working in the Wastewater Collections Department and qualified to inspect, authorize, repair and otherwise do work related to the District collections lines and such appurtenances as are connected to the District lines.
DISTRICT SEWER SYSTEM PLAN	Maps, plans and outlines for extension of the public sewer system as they may be set by resolution adopted by the Board of Directors of the Kootenai-Ponderay Sewer District.

EQUIVALENT RESIDENTIAL SEWER USER	A sewer user who has a discharged amount equal to or less than 1 ER as defined by Exhibit "A" of wastewater during any month of a calendar year.
FAHRENHEIT	The Fahrenheit scale of measuring temperature, on which, under standard atmospheric pressure, the boiling pint of water is at two hundred twelve degrees (212°) and the freezing point is at thirty-two degrees (32°) above the zero on its scale.
GARBAGE	Solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.
HE-HIM	The masculine pronoun shall, where the context so requires, include the feminine and the neuter; and, the singular, when the context so requires, shall include the plural.
INDIRECT DISCHARGE	The discharge or the introduction of non-domestic pollutants from a source regulated under section 307(b) or (c) of the Act, into publicly owned treatment works
INDUSTRIAL DISCHARGER	A user discharging effluent into the District's system, which contains any component, quantity or quality which the District determines, in its sole discretion, is different from that of normal and usual type effluent
INDUSTRIAL WASTES	The solid, liquid or gaseous wastes resulting from any industrial manufacturing, trade or business processes or from the development, recovery or processing of natural resources

INTERFERENCE	An inhibition or disruption of the system, its treatment processes or operations, or its sludge processes, use or disposal, which causes or significantly contributes to either a violation of any requirement of the NPDES permit (including an increase in the magnitude or duration of a violation) or to the prevention of sewage sludge use or disposal by the system in accordance with the following statutory provision and regulation or permits issued there-under (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title 11 more commonly referred to as the Resource Conservation and Recovery Act (RCRA) and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA) the Clean Air Act and the Toxic Substance Control Act. An industrial user significantly contributes or has the potential to contribute to a permit violation or prevention of sludge use or disposal in accordance with the above-cited authorities whenever such user: A. Discharges a daily pollutant loading in excess of that allowed by contract with the system or by Federal, State or local law; or B. Discharges wastewater which substantially differs in nature or constituents from the user's permitted discharge; or C. Knows or has reason to know that its discharge, alone or in conjunction with discharges from other sources, would result in permit violation or prevent sewage sludge use or disposal in accordance with the above-cited authorities as they apply to the system's selected method of sludge management.
LATERAL	See BUILDING SEWER LATERAL
MAY	Is permissive (see "shall")
MOBILE HOME PARK	A mobile home park is any area or site or land upon which two (2) or more trailers are placed and maintained for dwelling purposes, either on a permanent or semi-permanent basis.
MOTEL OR HOTEL	A building or group of buildings on the same premises either detached or connected in rows; containing sleeping or dwelling units, with or without kitchen facilities in the individual units and designed for or occupied with an ordinary rental period not exceeding two (2) weeks.
MULTI-UNIT DWELLING	A building containing a unit or combination of units with individual bath and kitchen facilities. This definition includes apartments, condominiums, townhouses, duplexes and triplexes, etc. A seasonal multi-unit dwelling is an individual unit of a multi-unit dwelling that is occupied on an intermittent basis and is not utilized as a primary residence

NATURAL OUTLET	Any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.
NPDES	National Pollutant Discharge Elimination System permit program of the USEPA.
NEW SOURCE OF DISCHARGE	Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under the Act, which shall be applicable to such source if such standards are thereafter promulgated in accordance with the Act.
NEW USER FACILITY FEE OR (NUFF)	This fee relates to the expansion, improvements and upgrade costs of the treatment plant and/or District's system. The NUFF shall be set by resolution adopted by the District, and shall be paid by: A. New users of the public sewer system at the time of application for sewer service and prior to connecting to the public sewer system; and, B. Present users of the system before expanding, changing or increasing usage of the system. "Expansion" or "increase" of usage shall mean to include an increase of flow to the District's system as evidenced by the water meter reads regardless of other changes to the user's building or processes.
OCCUPANT	The person or persons who occupy a property served by the District wastewater system.
OTHER WASTES	Decayed wood, sawdust, shavings, bark, lime, refuse, ashes, garbage, offal, oil, tar, chemicals and all other substances except wastewater and industrial wastes.
OWNER	The holder of title to real property served by the Districts wastewater system.
PERSON	Any individual, firm, company, association, society, corporation, group, or legal entity.
pH	The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution
POLLUTANT	Any substance discharged into the system.

PRETREATMENT	The reduction of the amount of pollutants, the elimination of pollutants, or the of the nature of the pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the system by industrial users or those having industrial waste.
PROPERLY SHREDDED GARBAGE	The wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1/2") in any dimension.
PUBLIC SEWER SYSTEM	A sewer controlled by a public authority. All mains, pipes and structures through which wastewater is distributed, including pumping stations, treatment plants, reservoirs, storage tanks and appurtenances.
RESIDENTIAL BUILDINGS	Includes only the following types of buildings and structures: a. Single family residence b. Duplexes-residential use both units c. Triplexes-residential use all units d. Apartment houses e. Mobile home parks f. RV's other than in RV Parks
RV PARK	An RV Park or Recreational Vehicle Park is any area or site or land upon which two (2) or more Recreational Vehicles (RVs) are placed for ***temporary*** occupancy which by temporary means 30 days or less. RV parks are classified as ***commercial users.***
SANITARY SEWER	Any pipe, conduit, or other device used to collect and transport wastewater from the source as a sanitary sewer, and not as a storm sewer.
SEWER MAIN	A pipeline, located within a public right of way or easement, which is owned and maintained by the District for the purposes of transportation of wastewater to serve more than one (1) sewer user.
SEWER MAIN EXTENSION	All proposed extensions of the sewer mains of the District service area intended to serve more than one sewer user.

SEWER USE OR USER	Any individual or legal entity, firm, company, association, society, corporation, owner or occupant having an interest in the title to real property on which is located a structure connected to the District's system.
SHALL	Is mandatory (see may).
SIDE SEWER	See "Building Sewer Lateral"
SIGNIFICANT INDUSTRIAL DISCHARGER	A discharger who or which: A. Is subject to or potentially subject to national pretreatment standards promulgated under the Act; or, B. Has in his wastes any priority toxic pollutants listed in the 40 C.F.R.; or, C. Has, in his/their wastes, toxic pollutants as defined pursuant to the Act; or, D. Is determined by the District to have a significant impact or potential for significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the systems effluent quality, or air emissions generated by the system. E. Is designated as such by the District on the basis that it has a reasonable potential for adversely affecting the operation of the public sewer system or violating any pretreatment standard or requirement or organic capacity of the District's treatment plant.
SINGLE FAMILY RESIDENCE	A building, structure, trailer, or recreational vehicle or watercraft that is designed for and used, or may be used, exclusively for residence purposes for one family on either a permanent or temporary basis.
SLUG LOAD	Any discharge at a flow rate or concentration which could cause a violation of the permitted discharge standards of this ordinance or any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge.
STUB OUT	That portion of the service connection from the District main line including the portion in the public right-of-way or easement to the point of future connection.
TAP	Physical connection of the building sewer lateral to the District's main line.

TOTAL SUSPENDED SOLIDS	Solids that either float on the surface of, or are in suspension in water, wastewater or other liquids, and which are removable by laboratory filtering.
TOXIC POLLUTANTS	Those substances listed in the Federal priority pollutant list and any other pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency of the United States of America under the Act, as the same may be amended.
UPSET	An exceptional incident in which an industrial user un-intentionally and temporarily is in a state of non-compliance due to factors beyond the reasonable control of the user, and excluding non-compliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation thereof.
USEPA OR EPA	The Environmental Protection Agency of the United States of America, or its authorized or designated agent, representative, or deputy.
WASTEWATER	Used water and water carried solids that flow to a treatment plant.
WATERCOURSE	A channel in which a flow of water occurs, either continuously or intermittently.

SECTION II
NEW BUILDING SEWER LATERAL CONNECTIONS

A. APPLICATION FOR BUILDING SEWER LATERAL CONNECTION

All proposed extensions of the District wastewater system shall comply with all District ordinances, policies, rules and regulations as the same may be adopted from time to time by the Board of the District.

Requirements of the newest edition of the Standard Specification for Idaho Standard for Public Works Construction, "ISPWC", shall control all work involving sewer construction, except as may be specifically stated herein.

All applications for building sewer lateral service connections shall be made in writing on a form provided by the District, (see Exhibit "C"), for that purpose by the applicant or authorized agent of the applicant for the premises to be served. In the application, the property owner shall specify with particularity the parcel of real property to be serviced by the sewer service connection. If the application is approved by the District, the sewer service connection may only be used for the parcel described in the application.

B. DENIAL FOR NEW CONNECTION

No new development may take place within the current or future boundaries of the Sewer District that would result in the conversion of a wetland unless a permit to do so is obtained from the US Army Corps of Engineers. Also, except as otherwise provided by these Rules and Regulations, the District may refuse:

1. To permit installation of a service connection of larger size than, in its opinion, is necessary to properly serve the premises;

2. To permit installation of a service connection which the District reasonably determines will work an undue hardship on the District or its existing users;

3. To permit installation of one service connection to serve more than one (1) building or premises except in specific instances as defined in these Rules and Regulations;

4. To permit connection to any service, main or other appurtenances, which the District reasonably determines, does not conform to the standard specifications of the District as set forth hereinafter; or,

5. To permit installation of individual building sewer lateral connections within a newly developed area unless all the requirements of the District have been met, including but not limited to, conforming to the standards as set forth hereinafter in these Rules & Regulations of the District.

C. COMMENCEMENT OF MONTHLY SEWER USE CHARGE

The obligation to pay to the District the monthly sewer use charge shall commence upon connection to the Districts wastewater system. There is no monthly charge relief. After one becomes a User, the monthly rates will apply regardless of occupancy. Monthly charges discontinue only when the service line is disconnected and permanently capped underground.

All unused service connections shall be temporarily or permanently capped. An Administrative Fee will be charged for each non-connected or capped ER per Exhibit A Table 1.

D. CAPPING

1. Permanent Capping (underground) shall only be done at a point acceptable to the District, see Exhibit "D", and shall be inspected by a District Representative. All costs incurred are the responsibility of the owner. Capping fees apply as in Exhibit A Table 14.

2. Temporary Capping (at the surface) shall only be done under the direction of a District Representative and shall be inspected by a District Representative, see Exhibit "D". All costs incurred are the responsibility of the owner. Capping fees apply as in Exhibit A Table 1.

E. THE TRANSFER OF CAPACITY AND WASTEWATER SERVICE CONNECTION

The wastewater service connection may not be sold by the property owner or transferred to any other parcel of real property. However, upon written request, the District may approve, in writing, a transfer of the wastewater service connection for the same or similar use on another parcel of real property owned by the same property owner. There is a Facilitation of Sales fee for transfers see Exhibit A Table 1. It is provided further that the property owner may sell the wastewater service connection back to the District. Upon review of such request, the District may choose to purchase the wastewater connection, also known as a "hookup fee" **not to exceed the amount originally paid by the property owner.**

In the event a wastewater service connection and its attendant capacity of the District's system have not been used for eighteen months after purchase, the District may, at the Boards' discretion, repurchase such connection from the property owner through the payment of the original full amount of the applicants New User Facility Fee (NUFF) and there upon repurchase from the property owner such hookup and its attendant capacity of the District's system. **Payment to the owner shall not exceed the amount of the hookup and principal portion of the capacity. This amount shall not include interest.**

A property owner may request a transfer of capacity and hookup to another parcel with the following conditions:

1. Ownership of both parcels is the same individual or entity.

2. No parcel shall be left without sufficient capacity and/or hookup; and,

3. Written request shall be presented to the District's Board of Directors for approval.

SECTION III
MAIN EXTENTIONS POLICIES AND PROCEDURES

A. SECURITY DEPOSIT FOR ADMINISTRATIVE CLOSE-OUT

Purpose*:* In the District's Ordinance No. 1-96, provision is made for persons or entities developing one or more parcels of real property to be able to extend the District's system to service new developments. In appropriate cases, the developer may obtain partial reimbursement for the costs of the extensions through District approved recoupment from the future sewer users who would connect to the line extensions. For the District to be able to properly administer line extensions, and especially recoupment, it is necessary for the District to receive from the developer all documents necessary for the line extensions, especially easements, and final DEQ-approved as-built drawings (collectively, "Administrative Close-Out").

1. **Application and Payment Procedure:** As security for the Administrative Close-Out of each line extension, a person or entity requesting approval from the District for a line extension of the District's system (an "applicant") shall complete the District's Sewer Main Extension Application and Agreement. At the time of the filing with the District of the Sewer Main Extension Application and Agreement, the applicant shall deposit with the District cash or certified funds in an amount specified in Exhibit A Table 1 to be held by the District as security for the applicant completing the District's Administrative Close-Out, including the requirements of subsection F below, "Final Acceptance by the District", and subsection G below, "Recoupment of Partial Extension Costs". The Board of Directors reserves the right to increase or decrease this fee as deemed appropriate upon review of the proposed project as well as information provided by staff, the engineer of the District or the owner.

2. **Certification of Completion and Maintenance Requirements:** Once the line extension has been completed, it must be inspected and reviewed by an authorized representative of the District. At the District's discretion, it may require review by an engineer of the District and/or a written certification, signed by the contractor or engineer responsible for the line extension project, certifying the date of completion. The applicant shall maintain the line extension to the standards of the District during the applicant's ownership of the line extension.

3. **Request for District to Accept Line Extension:** After the one year anniversary of the date of completion of the line extension, the applicant shall submit a written request to the District for the District to accept a conveyance to the District of all right, title and interest in and to the real and personal property involved in the line extension. The District shall then review the documentation provided to the District by the applicant for the line extension to determine (a) whether the applicant has provided the District all the administrative close -out documentation, and (b) whether the acceptance of the line extension by the District would be in the best interest of the District, and (c) all other requirements of the applicants SME Agreement have been completed to the satisfaction of the District.

4. **Refund of Deposit:** If the District determines that the applicant has provided to the District all administrative close out documentation; the District shall refund to the applicant the applicant's security deposit, without interest. Refunds shall be less those amounts held to cover any and all costs incurred by the District for proper completion of the administrative close out.

5. **District's Action on Request to Accept Line Extension:** If the District determines that the applicant has provided the District with all administrative close out documentation, and that the acceptance of the line extension would be in the best interest of the District, the District shall, by resolution, accept the line extension. In the event the District determines that it would not be in the District's best interest to accept the line extension, the District shall provide to the applicant a written statement of all deficiencies or defects preventing the District from accepting the line extension. In the event the District does not accept the line extension, the applicant shall continue to be responsible for the maintenance and all liability relating to the line extension. After completion and approval of the requested repairs, the applicant shall resubmit their request to the District.

6. **Procedure Upon Applicant's Failure to Request District to Accept Line Extension:** If, after the first anniversary date of completion of the line extension, the applicant does not, within a reasonable time, request that the District accept the line extension, the District shall give notice, by certified mail, return receipt requested to the last mailing address provided by the applicant, of the District's intention to apply the deposit to the expenses of the District completing the administrative close out documentation. In the event that the applicant, within thirty (30) days after the mailing of the notice, has not notified the District in writing that the applicant will provide to the District the administrative close out documentation within a reasonable time, acceptable to the District, the District shall apply the applicant's deposit to the expenses of the District obtaining the administrative close out documentation for the line extension. In the event the expenses incurred by the District in obtaining the administrative close out documentation is more that the applicant's deposit, the applicant shall be billed by the District for the difference and the applicant shall pay the difference within the thirty (30) days after being billed by the District. Alternatively, in the event the expense to the District of obtaining the administrative close out documentation is less than the amount of the deposit, the District shall refund the difference to the applicant. All unpaid amounts shall be collected by the District per Idaho Code.

B. BASIS OF DESIGN REQUEST

A type written report outlining the scope of the project shall be submitted with the application. The report shall include the following:

1. Name and address of owner, engineer and proposed contractor.

2. Number of dwelling units and population for residential connections, and/or population equivalents for industrial or commercial connections.

3. Flow projections based on single-family residence equivalence shall be as stated in Exhibit "A".

4. Proposed and ultimate service areas shall be considered for residential, commercial and industrial uses.

5. Construction schedule and cost summary, including inspection methods and District involvement relative to inspection requirements.

6. Fees for application and inspection by the District staff representative.

7. Steps included in the project to protect the public from injury and/or damage, including insurance limits, signs and barricades, lights, detour route, traffic control plan and erosion/sedimentation control plan.

C. DESIGN REQUIREMENTS

All Sewer Main Extensions (SME) must entirely cross the property, or else a permanent ROW across the property shall be granted to the District for possible future development at the District's discretion. All SME's shall be built according to the current ISPWC and/or Ten State Standards, although the District reserves the right to call for more stringent requirements.

D. PRELIMINARY DESIGN REQUIREMENTS

1. Horizontal Scale: Not more than 1" = 100'

2. Vertical Scale: Not more than 1" = 10'

3. Stationing shall originate on south/west section line (Station 0+00) and continue to the north/east section line.

4. North arrow shall be located in the lower right-hand corner of the sheet above the title block.

5. The plan view shall show:
    a. Center line location of proposed sewer improvement referenced to the right-of-way and existing sewer system.

    b. Existing platting, ownership of each parcel, property liens, right-of-way easements, etc., with appropriate dimensions.

    c. Existing utilities and improvements (i.e., water mains, gas mains, storm drains and telephone and power conduits).

    d. Horizontal curve data: radius, deflection angle, length of curve and tangent, distance and stationing of PC and PT.

6. The profile view shall show:
    a. Center line profile of sewer flow line, existing ground and proposed street grade, if applicable.

    b. Invert elevations and stations.

    c. Below grade flow line profile indicating length of pipe (manhole to manhole), grade, pipe, size and type, and number of tees or wyes.

    d. Types of manholes; stations of manholes.

    e. Existing elevations of houses or basements.

    f. Vertical curve data: Length of curve (horizontal distance), elevations and stationing of VPC, VPI and VPT.

g. Existing utility crossings, including all water crossings.

h. Storm water depth and conveyance.

i. If possible, soil type.

7. Prior to acceptance by the District, "as-built" drawings shall be submitted to the District for approval as specified in the applicants SME Agreement.

E. LINE OVER SIZING

The District may require line sizes greater than 8" if the flow from the ultimate service area exceeds the needs of the particular area under consideration. The District may participate in the project amount to the extent of the incremental cost of materials for the line over size if a line greater than 12" in diameter is required.

F. FINAL ACCEPTANCE OF THE SEWER MAIN EXTENSION BY THE DISTRICT

The applicant shall be the owner, and shall be responsible for all repairs, replacement and maintenance on the extension for a period of one (1) year before submitting a request for the District to accept the extension. Prior to the District finally accepting the extension, the one-year ownership by the applicant shall have elapsed and the applicant shall have thoroughly washed the extension to allow the District to make a camera inspection of the extension. The applicant shall have completed the requirements of the SME Application/Agreement prior to the District accepting the proposed SME, as well as submitting the following:

1. Results of the testing, inspections and engineer's certification that the system has passed all tests.

2. Dedication of the ownership of the lines and appurtenances to the District, free and clear of all liens and encumbrances.

3. DEQ approved as-built drawings and approval by the District representative.

4. All rights-of-way and/or easements for construction, operation and maintenance of new, existing and/or future sewer systems.

5. Approval by the agency of the State of Idaho having jurisdiction.

6. All applicable fees as may be required by the District shall have been paid.

7. An application in the form provided by the District (see Exhibit "E") for acceptance. The District shall consider the application at its next regularly scheduled meeting, at which it shall either accept or decline the application by resolution duly adopted by the District. The application shall be considered declined unless there is contained in the minutes of that meeting of the District a duly adopted resolution that the application has been accepted. The effective date of such acceptance shall be as stated in the resolution, or, if no effective date is stated in the resolution, then the effective date shall be the date of the meeting at which the resolution was adopted.

G. RECOUPMENT OF PARTIAL EXTENSION COSTS BY APPLICANT

After completion of the sewer main extension, the applicant shall submit paid receipts for and certify to the District the total actual cost of the sewer main extension. The District shall thereafter, in its discretion, make a determination of the total number of front feet of properties, including the property of the applicant, which is reasonably anticipated as benefiting from the sewer main extension. The District shall, in its discretion, make a determination of the reasonable amount of, and time for receiving, recoupment from benefited property owners, which time shall not exceed seven (7) years from the date of final completion. A maximum 10% cost of the installed cost for an existing sewer main extension will be the recoupment fee payable to the owner/applicant of the original sewer main extension. This will apply to sewer main extensions that begin at the end of the existing sewer main extension or extend laterally from some point along the existing sewer main extension. If the applicant intends to recoup a proportionate share of the actual costs from future connections to this sewer main extension, copies of all bills along with a summary sheet must be submitted to the District by the applicant within ninety (90) days of the project completion.

SECTION IV
BUILDING SEWER AND SERVICE CONNECTION CONSTRUCTION POLICIES AND PROCEDURES

A. GENERAL

All new sewer service connections within the District boundaries shall be designed to be in compliance with all current standards and specifications of the District. The District conforms to the most current Idaho State Plumbing codes (ISPC). This section outlines the District policies and procedures required that are above ISPC which reflect the demonstrated historical conditions and information and specific climate conditions, including ground water levels, which are unique to the District. The requirements in this section shall apply to all existing sewer service connections which have been determined by a District Representative to be in need of repair or replacement.

1. **Side Sewe**r: A side sewer shall mean the connecting sewer between any building sanitary drain and any public or private sewer or part of such a sewer.

    a. **Pipe**: All pipe shall be Schedule 40 ABS. Use of other pipe shall be upon approval of specifications by a District Representative. Such approval shall be in writing and prior to connection. Such approval shall also be required for existing connections required to be repaired/replaced.

    b. **Clean-out:** Clean-outs are required on all side sewers. Clean-outs are required to be accessible and to be protected regardless of the location of the clean-out. A District Representative shall determine if the clean-out, at its upper terminal, requires a traffic rated protective box in correlation to its surroundings. Clean-out locations shall follow the Idaho Plumbing Code as well as be located at least 6 (six) inches away from a foundation and within 5 (five) feet from the building. Clean-outs shall not be located under decks or porches. Additional clean-outs are required to be protected with a traffic rated protective box as approved by a District Representative. Such approval shall be in writing. All clean-out material shall be Schedule 40 ABS. Clean-outs shall always remain plugged or sealed, in a manner approved and accepted by the District, to prevent storm water and ground water from entering the side sewer and to prevent gases from the side sewer from venting out.

c. **Pipe Sizes:** No part of a gravity side sewer shall be smaller than 4 (four) inches. Single family dwellings, multi-unit dwellings, small apartments and small businesses normally shall be served by a 4 (four) inch side sewer. Pressure sewer line sizes and large flow units shall have pipe sized specified by a design engineer and shall be approved by the District representative prior to installation.

d. **Pipe Fittings:** All fittings shall be made of approved material and bonding agents for the application. The use of ¼ or 90-degree bends shall be limited to long sweeps and only on approval of a District Representative in writing. No flexible couplers are permitted.

e. **Pipe Laying:** Side sewers shall be laid in a straight line except where change of direction is made with the proper pipe fitting. Side sewers require pipe bedding approved by a District Representative due to the high ground water in the District. Minimum grade shall be ¼ inch per foot or 2% (two percent) slope. Side sewers shall be via gravity. However, if gravity sewer is not reasonable under generally accepted engineering standards, and with the agreement of a District Representative, flow may be via solids handling or grinder pumps in a private pump station. If grade could be made with a 1% (one percent) slope, different pipe sizes may be able to lower slope as a 6 (six) inch pipe can be laid at 1/8 inch per foot or 1% (one percent) slope under special circumstances approved by a District Representative in writing. An exception of slope and pipe size increase in order to prevent the installation of a pump station shall require approval of the Idaho State Plumbing Inspector.

f. **Pipe Bedding:** Pipe bedding above state minimum plumbing code is required due to the high ground water table in the District. Native soil and sand are not acceptable. Pipe bedding is to be a crushed aggregate with minimal fines capable of bridging soft or wet soil to create and maintain a base for the side sewers.

g. **Tracer Wire:** Green colored 12-gauge solid core copper wire is to be run up the clean out and remain accessible to the District for locating the lateral. Tracing wire connections shall be made with waterproof silicon filled direct burial connector. Tracing wire is to be run on the lateral taped in 10- foot intervals from the main or stub out to the building and run up the clean out closest to the building.

h. **Couplings:** Couplings shall be rigid. No flexible couplings are to be used.

i. **Private Pump Stations:** Side sewers shall be via gravity, however, if not reasonable under generally accepted engineering standards, flow shall be via a private pump station (continued in Section IV 2-D). Residential non-commercial pump stations require a single solids handling or grinder pump depending on lateral pipe size and sewer main size. Commercial pump stations require duplex solids handling or grinder pumps depending on lateral pipe size and sewer main size. Residential non-commercial pressure sewer lateral pipe size for solid handlings pump shall require 2” (inch) lateral pipe size or grinder pumps 1 ¼” (inch) lateral pipe size. Commercial pressure sewer lateral for solids handling pumps shall require 3” (inch) lateral pipe size or grinder pumps 2” (inch) lateral pipe size. The pressure sewer main pipe size will ultimately determine the lateral size which will determine whether the pump type is a solids handling or grinder pump. Lateral size should be one size smaller than the main. For

example: 4” (inch) main line requires a maximum lateral size of 3” (inches); a 3“ (inch) main line requires a maximum lateral size of 2” (inches); and a 2” (inch) main line requires a maximum lateral size of 1 ¼” (inches). Private pump stations are required to be accessible and to be protected. Private pump station lids shall remain capped and/or sealed at all times, in a manner approved and accepted by the District, to prevent storm/ground water from inflowing to the side sewer and to prevent gases from venting out of the side sewer.

j. **Lateral Inspection via Camera:** A District Representative may inspect side sewers or require an inspection be done by a qualified third party. A copy of the video inspection shall be supplied to the District via a DVD or digital copy on a USB device. Lateral inspections shall be done via a self-leveling camera capable of marking footage. A District Representative shall determine the integrity and functionality of the lateral.

2. **Contractor Responsibilities:** The contractor is responsible for any damage to public or private facilities incurred by or during construction of side sewers. The District representative shall be notified of such damage and shall make a thorough inspection of repairs performed by the appropriate agencies. In cases where a side sewer is connected to a previously constructed side sewer, such as a side sewer previously laid to a property line, the contractor shall be responsible for the proper functioning of the joined side sewer. It shall also be the contractor’s responsibility to ascertain that any cesspool or septic tank piping used in connecting a side sewer is functioning properly from the building drain to the point of connection. The contractor must take proper measures to protect an uncovered side sewer from damage by cave-ins, vandalism and weather conditions, and to protect the public from injury and/or damage including, without limitation, insurance limits, signs and barricades, lights, detour routes and other related facilities. **Connection of footing drains or any other type of ground or storm water collection installations to a side sewer is absolutely prohibited.**

3. **Taps:** All taps shall be made with a tapping fitting approved by a District Representative. The tap fittings shall be made by a manufacturer for that purpose. No taps shall be made until a sewer permit is obtained. The District representative may refuse permission for more than one tap in a single length of pipe in a public sewer if, in his/her judgment, the condition of the public sewer warrants such precaution. The connection shall be left exposed to allow the District to make an inspection. The costs for materials and labor incurred in either construction or repair shall be the responsibility of the contractor/property owner and he/she/they shall be billed for and be liable for the payment of such costs. Such contractor shall guarantee any work performed within the public rights-of-way against defects in materials or deficiencies or workmanship for a period of one (1) year from the date of completion. At the end of the period of guarantee, ownership and responsibility for maintenance of the service line up to and including the saddle shall revert to the property owner. Any construction or repair of sewer service lines within the public rights-of-way, including alleys and utility easements, by anyone other than the District shall be subject to inspection and reconstruction as necessary which shall be determined by the District and the contractor/property owner shall be billed for time and materials. All existing sewer service taps at time of repair or replacement shall meet current District requirements.

B. CONNECTIONS TO MANHOLES

Side sewers shall not be connected to manholes. In cases where an existing side sewer is connected to a manhole and has not been removed and installed on a main, the drop shall be in compliance with the requirements of the following standard specifications:

1. Interior drops, if authorized, shall be made entirely of ABS Schedule 40 pipe or PVC Schedule 40 pipe, details shall be furnished by the District representative in each case.

2. A proper invert shall be built in all cases where a side sewer enters a manhole.

3. If the District has determined there are repairs that are required to be made to the side sewer, a full replacement of the side sewer is needed or if the property changes ownership, the connection to the manhole must be removed and be properly connected to a sewer main.

C. CROSSING CESSPOOLS AND CONNECTIONS TO CESSPOOLS

Where a side sewer crosses a cesspool, the cesspool shall be cleaned and filled with earth and tamped. Crossing a cesspool shall be done either with a 4" (inch) ABS Schedule 40 solid pipe in such a manner that there are no joints between the walls of the cesspool. Where a cesspool is bypassed, care shall be taken to avoid future settlement of the ground around the cesspool and the pipe to the cesspool shall be sealed with concrete.

D. BASE AND BACKFILLING

A minimum solid base material shall be required under all service connection pipe. Base material shall be hand graded to proper grade ahead of pipe laying. Base material shall provide a firm, unyielding support along the entire pipe length. The pipe zone shall be considered to extend from the top of the pipe base to 8" above the top of the pipe and for the full width of the trench. The pipe zone shall be backfilled with imported pipe zone material, hand-placed simultaneously on both sides of the pipe for a full trench width and hand-tamped with approved tamping sticks supplemented by "walking in" and slicing with a shovel. The District requires pipe bedding above State minimum plumbing code due to the high ground water table within the District's service area. Native soil and sand are not acceptable bedding material. Pipe bedding is to be a crushed aggregate with minimal fines capable of bridging soft or wet soil to create and maintain a base for the side sewers.

In untraveled areas on private property and public areas, such as parks, the trench shall be backfilled above the pipe zone with excavated trench materials. The trench shall be left with the backfill material neatly mounded not more than 6" (inches) above the existing ground for the entire width of the trench.

In lawn or garden areas, the trench shall be backfilled and the backfill shall be maintained at a level with the existing adjacent grade. In all other locations, the amount of backfill material shall be estimated and provided as required so, after normal settlement, the finished surface shall meet the existing grade. The material over the trench shall be neatly wind-rowed and all excess shall be removed. Any excess or deficiency of backfill material which becomes apparent after settlement and within the warranty period shall be corrected by re-grading, disposal of excess material, and adding additional material where required. In public streets, backfill and surfacing shall be in conformance with the specifications of the governmental agency with authority from the right-of-way of the line or sewer main.

E. CATCH BASINS (STORM AND SURFACE DRAINAGE)

No catch basin, roof drain, surface drain, foundation drain, or sump pump may be connected to or allowed to drain into a side, private or public sewer or clean-out. If an existing sewer service is

discovered to have such a connection or drain, such connection or drain must be immediately removed and discontinued.

F. DEPTH OF SIDER SEWERS

All side sewers shall have at least 2 (two) feet of cover in all public ways or other locations where the weight of vehicular traffic might crush the pipe, and not less than 1 ½ (one and a half) feet of cover in all other areas. Any deviation from the above stated parameters must be specifically authorized by a District representative.

G. LOCATIONS RELATIVE TO WATER SERVICE PIPES AND MAINS

Under normal conditions, a horizontal separation of at least 10' (ten feet) shall be maintained between water lines and any sanitary sewer, storm sewer or sewer manhole. When a ten-foot horizontal separation cannot be provided, two conditions shall be met:

1. The water line and sewer line shall be at least 6' (six feet) apart.

2. The water line shall be at least 18" (eighteen inches) above the sanitary sewer or storm sewer. If the water line is not at least 18" (eighteen inches) above the sewer, a vertical separation, the sewer shall be constructed or re-constructed with pipe that conforms to water main standards for a distance of at least 10' (ten feet) horizontally on both sides of the water main. The water pipe shall be centered at the crossing so that joints shall be an equal distance and as far as possible from the sewer. If the water main is located below the sewer, it shall be at least 18" (eighteen inches) below the sewer and the sewer shall be supported to prevent excessive deflection and settling on or breaking of the water main. In lieu of constructing or re-constructing the sewer with pipe which conforms to water main standards, the water line or sewer line or both shall be encased in 4" (four inches) of concrete measured at the bell.

H. PERMITS-INSPECTION FORMS-SEWER CONNECTION PERMITS

Permits shall be issued by the District office when the District agrees that such issuance is appropriate. Before any permit shall be issued, all applicable fees shall be paid, applications for service completed, site plans may be required and, in some cases, prior approval of the Board of Directors may be required. Permits are required for any side sewer connections to stub-outs or main lines; any repairs or replacements of existing side sewers shall also require a District permit to be obtained.

I. INSPECTIONS

1. A District representative shall make all inspections for new and/or repairs to current connections, authorize connections (to a stub-out or District sewer) and specify special requirements. Calls for inspections and matters pertaining to methods of construction shall be made to the District Collections representative at 208-263-0229. Calls for inspection of lateral stub-outs **shall be made at least 24 hours in advance.** Lateral stub-outs shall be inspected via a lateral inspection camera prior to connecting to verify the adequacy of the stub-out. Any necessary repairs to the stub-out shall be completed no later than at time of connection. The District Collections representative shall notify the contractor/property owner of any specific requirements prior to connection and ensure such requirements are met. No person shall open or expose any part of a District owned sewer or stub-out without authorization from a District Collections representative and such persons shall provide proper advance notice to the District

Collections representative. Inspections by the District may be made on any weekday excepting when a holiday may fall on a weekday. Side sewer inspections shall be refused where any required sewer permit is not in order.

2. Side sewers that have been inspected by a District Collections representative and which have been determined to **not meet** the requirements as set forth in the Rules and Regulations of the District, such connections shall be deemed unacceptable. The District Collections representative shall communicate in writing to the contractor/property owner regarding the required steps needed to remedy the items which do not meet the requirements of the District. Such requirements must be met within 72 hours of notification by the District. If District requirements are not met within the 72 hours, which time is calculated in relation to ***business or working days***, the District will cap the side sewer near the connection. The connection shall not be uncapped until all requirements of the District have been met to the satisfaction of the District Collections Representative and authorization has been given by the Board of Directors of the District at the next regularly scheduled meeting. Side sewer inspection failures are repaired at the property owner's expense.

3. Grease traps are required to be cleaned and maintained on a regular basis. These are subject to, at minimum, quarterly inspection by a third-party licensed pumping company. Copies of the pumping reports shall be provided to the District office.

J. SERVICE CONNECTION CLEANING

Connection, or request for connection, to the District's wastewater system shall constitute a representation that all of the system under the control and/or ownership of the user is properly vented. Such connection, or request for connection, shall constitute an authorization for the District to clean the same with high-powered washing equipment and a release whereby the District shall not be liable to the user for any damage caused by such cleaning. A District representative may require a side sewer or building sewer lateral to be cleaned with high-pressure jetting equipment at the owner's expense. New owners of existing sewer service connections are subject to such representation, authorization and release as stated for connection and request for connection to the District's wastewater system.

SECTION V
SEWAGE PUMP STATION DESIGN POLICIES AND PROCEDURES

A. DESIGN REQUIREMENTS

1. **Pumps:** At least two pump units shall be provided; each capable of handling the expected maximum flow and equipped with a pump alternator. Where three or more units are provided, they shall be designed to fit actual flow conditions and handle maximum sewage flow with one unit out of service. Pumps shall be designed in accordance with the District Facility Plan.

    a. The District reserves the right to require components to be compatible with all existing District equipment including SCADA (Supervisory Control and Data Acquisition) system compatibility.

    b. A spare pump is required to be provided for all pump stations.

c. Check valves and other appurtenances shall be contained in a separate valve vault

d. Three-phase electrical service shall be required.

2. **Emergency Power Supply:** Provisions for an emergency power supply for pumping stations shall be made.

3. **Storage:** Where storage is approved in lieu of an emergency power supply, wet well and tributary main capacity above the high-level alarm shall be sufficient to hold the peak flow expected per DEQ requirements. A manual transfer switch and receptacle for the District standby generator shall be provided and must be compatible with the District's existing equipment.

4. **Existing Pump Stations:** In cases where an existing pump station does not meet District requirements and is in need of repair or replacement, a District Representative shall determine whether such pump station shall be brought up to current District requirements at such time.

5. Force Mains

a. Size: Minimum size force mains should be not less than four inches in diameter.

b. Velocity: At pumping capacity, a minimum self-scouring velocity of two feet per second (fps) should be maintained and flushing facilities or cleanouts provided. Velocity should not exceed eight feet per second.

c. Air Relief Valve: An air relief valve shall be placed at the necessary high points in the force main to relieve air locking.

d. Pressure Tests and Material: All force mains shall be tested in accordance with the current ISPWC Standards.

6. Site Details

a. Provisions shall be made for lifting pumps.

b. The lift station shall be on a dedicated right-of-way with easy all-weather access.

B. SUBMITTAL AND REVIEW REQUIREMENTS

1. A professional engineer, licensed in the State of Idaho and authorized to perform design of pump stations, shall design the pump station.

2. Upon completion of the preliminary design, the engineer shall submit the following to the District representative for review.

    a. Two (2) full sized (24" x 36") copies of the design that show:

        i. Site layout and easements, and public safety equipment in order that the public is protected from injury and/or damage (i.e., insurance limits, signs and barricades, lights, detour routes and other related facilities).

        ii. Cut away of station and wet well showing design elevations.

        iii. Necessary details needed for construction and inspection.

    b. General site location outlining service area and point of connection to existing sewer line.

    c. Two (2) copies of the complete design calculations, which shall include:

        i. All design assumptions and parameters.

        ii. Pump performance curves, operation and maintenance data, and electrical wiring schematic.

        iii. Force main performance curve (head loss and velocity data).

        iv. Conclusive data showing impact of discharge on existing system.

        v. Calculations and plans shall be stamped by a professional engineer, licensed by the State of Idaho, signed and dated.

3. Reproducible full size (24" x 36") drawing of the As-Constructed facility shall be submitted to the District within thirty (30) days of completion of the project.

C. <u>PUMP STATION REQUIRMENTS</u>

The applicant shall be the owner and shall be responsible for all repairs, replacement and maintenance of the pump station on the extension for a period of one (1) year of operation. Prior to the District finally accepting the extension, the one- year ownership by the applicant shall have elapsed.

Prior to acceptance of the pump station, the applicant shall submit the following:

1. Results of testing, inspection and certification by the engineer that the system passed the tests and that the pumps operate at the rated capacity.

2. Dedication of the ownership of the force main and pump station to the District is free and clear of all liens and encumbrances.

3. As-built drawings and approval by the District.

4. All rights-of-way and/or easements for construction, operation and maintenance of the system.

5. Approval by all governmental agencies with jurisdiction.

6. All applicable fees shall have been paid in full.

7. The owner shall be responsible for all repairs, replacement and maintenance of the pump station until final acceptance of the full sewer main extension by the District.

SECTION VI
RESTROOM FOR SHOP OR MUDROOM

A sewer user shall apply to the Board of the District for authorization to construct a restroom in a shop or mudroom for personal use only by the occupants of, and in conjunction with, a single family residential building connected, or to be connected, to the District's domestic wastewater system. The purpose of this rule is to allow the sewer user to locate a restroom conveniently to a shop or mudroom by connection to the building sewer of the single -family residence. This rule is expressly intended to prevent the later conversion of the shop or mudroom building to an apartment or separate residential or commercial building without first requiring compliance with the District's then existing Ordinances and Rules and Regulations governing new service connections. The sewer user may apply for this authorization using the form provided by the District (see Exhibit "F"). The form shall be recorded at the expense of the applicant. The applicant and applicant's successors in interest shall be bound to apply for and receive authorization for a new service connection before the shop or mudroom building may be used as a separate residential building or converted to a commercial building. The new service connection shall be paid for by the applicant at the then existing rate for the New User Facility Fee.

EXHIBIT "A"
CHARGES, RATES AND FEES APPLICABLE TO THE
KOOTENAI-PONDERAY SEWER DISTRICT

SECTION I: **NEW USER FACILTY FEE**
SECTION II: **SEWER SERVICE FEE**
SECTION III: **INSPECTION FEE FOR SUBDIVISION DEVELOPMENTS**
SECTION IV: **PRETREATMENT MONITORING, INSPECTION AND SURVEILLANCE PROCEDURE FEE**
SECTION V: **INDUSTRIAL WASTEWATER ACCEPTANCE (IWA) FEE**
SECTION VI: **FEE FOR FILING AN APPEAL**
SECTION VII: **CONSTRUCTION REVIEW FEE**
SECTION VIII: **SAMPLING AND LABORATORY ANALYSIS FEE**
SECTION IX: **DISCLOSURE FEE**
SECTION X: **CONTRACT WORK CHARGES-FORM**

SECTION I
NEW USER FACILITY FEE (NUFF)

A. The **NUFF** for property owners who have already reserved capacity through LID Assessments is stated in Exhibit A Table 1 for each Single-Family Residence Equivalent (SFR). For capacities not paid or reserved through LID Assessments, the system development charge for each SFR capacity is as stated in Exhibit A Table 1. The NUFF shall be paid before the District shall reserve the required capacity and before connection to the District's system is authorized.

B. **NUFF**s shall be paid by each person or entity making application to the District for service or increasing or making changes in use. An increase in use shall also include increases in the flow to the system from the user, existing users and new users, as demonstrated by the water meter reads.

C. **NUFF, CAPACITY PORTION OR HOOKUP PORTIONS OF NUFFS,** are subject to a Facilitation of **Sales Fee** per transfer as listed in Exhibit A Table 1.

SECTION II
SEWER SERVICE FEE

A. Sewer service charge:

1. All single-family residential accounts shall pay a "flat rate" as listed in Exhibit A Table 1 per month effective 10/01/2026.

2. Non-metered commercial accounts shall be charged according to the applicable schedule as set forth in Exhibit "B".

3. Metered commercial accounts shall be charged as follows:
    a. Commercial-Residential (Residential only) accounts shall be charged an amount as listed in Exhibit A Table 1 per month charged per unit or averaged metered use per each ER water use, or sized ER effective 10/01/2026.

b. Commercial I (Industrial)- Restaurants, bakeries, grocery stores, food processors, garbage collection, funeral homes, laundries, auto dealerships and repair shops and any other enterprise having uncertain discharges to the system shall be charged as listed in Exhibit A Table 1 per month per sized ER, or averaged ER metered use, as exhibited by water meter reads. The formula for Commercial I ER calculation is averaged metered use at 81,000 gallons per 12 months (or 6,750 gallons per month) as evidenced by metered water reads. The District is using the following methods of calculating use:
   i. Winter months of January, February, and December averaged water meter reads (ie: January 2023, and February 2023 and December 2023)
   ii. Full 12 months reads for those users with designated irrigation meters; or
   iii. according to the applicable schedule for each use as set forth by Exhibit B; or
   iv. A method agreed upon and approved by the Board of Directors of the District. Effective 10/01/2026.

c. Commercial II (other than Residential and Industrial Commercial) shall be charged as listed in Exhibit A Table 1 per month per sized ER, or averaged ER metered use. The formula for commercial II ER calculation is computed the same as Commercial I (see 3b). Effective 10/01/2026.

Periodically, the District may re-evaluate sewer use charges on commercial accounts based upon the most current information determined by metered use to the structure or structures serviced by the sewer service connection.

B. Administrative Fee: An amount as listed in Exhibit A Table 1 shall be paid per month for all non-connected ERs. Effective 10/01/2026.

C. Half-Rate Users: Half Rate Users are non-profit organizations such as Churches and Government entities and shall be charged an amount as listed in Exhibit A Table 1 per month per sized ER or averaged ER metered water use per month. Effective 10/01/2026. Charitable organizations are required to submit a request for review at a regularly scheduled meeting of the Board of Directors of the District.

D. Discounted Hardship cases shall be charged as determined by the board of Directors on an individual basis. Individuals seeking a Discounted Hardship Rate shall submit a letter of request with the reason for the request and complete an Application for Hardship form which shall include adequate financial information to be reviewed at the next regularly scheduled meeting of the Board of Directors of the District.

SECTION III
INSPECTION FEE FOR SEWER MAIN EXTENSION, CAPPING AND RELOCATION OF SERVICE CONNECTIONS

This fee shall be an amount as listed per Exhibit A Table 1 per hour, with a one (1) hour minimum and shall be paid by the user before acceptance of the extension.

SECTION IV
PRETREATMENT MONITORING, INSPECTION AND INVESTIGATIVE PROCEDURE FEES

The District hereby adopts such current fees as they may be set by the Department of Health, State of Idaho, and as the same may be amended by the State, plus an administrative fee as listed in Exhibit A Table 1.

SECTION V
INDUSTRIAL WASTEWATER ACCEPTANCE (IWA) FEE

This fee shall be an amount as listed in Exhibit A Table 1 per each IWA.

SECTION VI
FEE FOR FILING AN APPEAL

This fee shall be in an amount as listed in Exhibit A Table 1, per each appeal submitted, plus actual costs incurred by the District such as legal and administrative costs.

SECTION VII
ACCIDENTAL DISCHARGE PROCEDURE REVIEW AND CONSTRUCTION REVIEW FEE

This fee shall be actual costs incurred plus an administrative fee as listed in Exhibit A Table 1.

SECTION VIII
SAMPLING AND LABORATORY ANALYSIS FEE

The District hereby adopts such current fees as they may be set by the Department of Health, State of Idaho, and the same as they may be amended by the State, plus an administrative fee as listed in Exhibit A Table 1.

SECTION IX
DISCLOSURE FEE

A fee as listed in Exhibit A Table 1 shall be charged for each disclosure declaration.

SECTION X

CONTRACT WORK CHARGES AND FORM

CONTRACT WORK CHARGES

Minimum one hour charge includes travel and set-up time.

SUBDIVISION / AREA: BID#:

BILL TO:

	DATE	HOURS	DESCRIPTION	INITIALS
CAMERA INSPECTION $125.00/Hr. with one operator				
	Total Hours			
VACTOR TRUCK $125.00/Hr. with one operator				
	Total Hours			
EXCAVATOR $125.00/Hr. with one operator				
	Total Hours			
SERVICE TRUCK $80.00/Hr. with one operator				
	Total Hours			
EXTRA PERSONNEL $40.00/Hr. (if needed)				
	Total Hours			
MISCELLANEOUS				
	Total Hours			
OUTSIDE DISTRICT BOUNDARIES $100.00 Additional/Hr.				
	Total Hours			

Signed & Dated: _____

Updated 8/29/22

O:\FORMS\OPERATIONS & MAINTENANCE\CONTRACT WORK CHARGES

EXHIBIT A-TABLE 1

New User Facility Fee --- $8,894.00 per equivalent residence use-no capacity reserved prior
$6,506.00 per equivalent residence use-capacity reserved prior

Facilitation of Sales Fee --- $80.00

Monthly Sewer Service Charge:

Single Family Residence -- $58.28 per month
Residential Commercial -- $58.28 per ER per month
Commercial -- $78.20 per ER per month
Industrial -- $99.64 per ER per month
Administrative Fee -- $11.12 per ER per month
Half-Rate Users -- $29.18 per ER per month
Plant Upgrade Fee -- $6.00 per ER per month

Inspection Fee Capping, Relocation, SME -- $75.00

Pretreatment monitoring, inspection, and investigative fees -- $80.00 -with administrative time charged at $40.00 per hour for all personnel time over 2 hours as well as billed other costs incurred by District.

IWA FEE -- $80.00 each – with administrative time charged at $40.00 per hour for personnel time over 2 hours as well as billed other costs incurred by the District.

Filing Appeal Fee -- $80.00 each – with administrative time charged at $40.00 per hour for all personnel time over 2-man hours as billed other costs incurred by the District.

Accidental Discharge Fee -- $80.00 - with administrative time charged at $40.00 per hour for all personnel time over 2-man hours as well as billed other costs incurred by District.

Analysis Fee -- $80.00 - with administrative time charged at $40.00 per hour for all personnel time over 2-man hours as well as billed other costs incurred by the District.

Disclosure Fee -- $80.00 – with administrative time charged at $40.00 per hour for all personnel time over 2-man hours as well as billed other costs incurred by the District.

Public Record Requests --$40.00 per hour for all personnel time over 2 hours.
--Fees for over-sized copies larger than an 11”x17” copy, any costs incurred by the District to obtain a copy as requested shall be billed to the requester.

Contract Work Charges:

Camera Inspection -- $125.00 per hour
Vactor Truck -- $125.00 per hour
Excavator -- $125.00 per hour
Service Truck -- $80.00 per hour
Extra Personnel -- $40.00 per hour per add person
Outside of District Boundaries --$100.00 additional fee per hour shall be charged for work requests for properties outside the District’s normal boundaries. This charge shall be applied to but is not limited to: Vactor Truck Work, Camera Inspections and Service Truck use.

Sewer Main Extension Closeout Deposit -- $10,000.00
Initial Plan Review Fee -- $ 800.00

EXHIBIT "B"

EQUIVALENT RESIDENT (ER) SCHEDULE
AND
ASSOCIATED FORMULAE

ER = Exhibit A Table 1 LID Assessed Properties (Capacity Reserved)
ER = Exhibit A Table 1 for Non-LID Assessed Properties (No Capacity Reserved)

Auto dealerships ----------2
Boarding houses ----------# occupants x .25
Bowling alleys----------# of lanes x .7
Business offices----------# of employees x .07
Churches----------1
Condominiums----------1 per condominium
Government office buildings----------# of employees x .02
Hospitals----------# of beds x .7 ***plus*** #employees x .17
Laundromats----------# of machines x .56
Medical or dental offices----------# of hours/week/employee x .01
Mobile home park----------# spaces x 1
Motel/Hotel unit w/kitchen---------- # of units x .5
Motel/Hotel unit w/o kitchen---------- # of units x .25
Multi-Unit Apart (4 or less) ----------# of units x 1
Multi-Unit Apart (5 or more) ----------# of units x .75
Nursing homes ----------# of beds x .7
Recreational Vehicle Park----------# of spaces x .50
Restaurants----------# of seats x .17
Schools w/kitchen----------# of students x .125
Service stations w/food
Store service----------# of pumps x .57
Single-family dwelling----------1
Taverns----------# of seats x .07
Theaters----------# of seats x .007

Miscellaneous: Any sewer use that cannot be classified in one of the above classes shall have its ER computed on an individual basis by the District.

EXHIBIT "C"

SEE ATTACHED SINGLE-FAMILY RESIDENCE APPLICATION
COMMERCIAL-INDUSTRIAL APPLICATION
COMMERCIAL-INDUSTRIAL USAGE UPDATE APPLICATION

KOOTENAI-PONDERAY SEWER DISTRICT
P.O. Box 562
Kootenai, ID 83841
511 Whiskey Jack Rd.

OFFICE (208) 263-0229
FAX (208) 265-5326

RESIDENTIAL APPLICATION INSTRUCTIONS
(Single-Family Residence/Residential Duplex)

Prior to construction of any structure with plumbing, or setting up a mobile or modular home, or any other moveable unit that can be used as living quarters on a permanent or temporary basis within our boundaries, you are required to have an approved Sanitary Sewer Service Connection Request and to have paid the New User Facility Fee (NUFF).

Your completed application with supporting data and a check for the NUFF should be brought to the office (or mailed), and it will be included on the agenda for the first Board of Directors meeting after it is received. It may be in your best interest to attend the meeting if there are questions or special circumstances that may need to be addressed. **The Board meets ON THE SECOND MONDAY OF EACH MONTH, AT 6:00 PM, IN THE DISTRICT MEETING ROOM LOCATED AT 511 WHISKEY JACK ROAD** (except legal holidays, in which case you will need to check with the office). The Board will review the application for final acceptance. Connections are not authorized until approved by the Board and (NUFF's) are paid.

Please notify your Contractor of the following Requirements:

1. **Locate Devices are required to be installed at the property line.**

2. **Pressure line connections must comply with specifications on a separate form.**

3. **PRIOR TO COVERING the entire lateral and connection into our main line, it must be inspected by a District Representative.** *See attached inspection form.* **You or your contractor/excavator must call KPSD Operations at 290-5979, a full 24 hours in advance (not including weekends or holidays)**, so that a time can be scheduled for your inspection. Leave a message if they are not available.

4. **A $250.00 penalty will be assessed if the District Representative has not performed an inspection prior to the covering of the line and the tap to the main- line. The line and tap will have to be re-excavated at your expense.**

5. The District inspection is required **in addition** to the permit required by the State.

If you have questions, please feel free to call the office.

"USDA is an equal opportunity provider and employer."

KOOTENAI-PONDERAY SEWER DISTRICT
P.O. Box 562
Kootenai, ID 83840
511 Whiskey Jack Rd.

OFFICE (208) 263-0229
FAX (208) 265-5326

APPLICATION NO: _____

SINGLE-FAMILY RESIDENCE SEWER SERVICE CONNECTION REQUEST

I, _____ request permission to have a single-family residence service connection installed into the KOOTENAI-PONDERAY SEWER DISTRICT, for the property located at :

_____ _____ _____ _____
Town/Area Block# Lot# County Tax Number

Physical Address: _____

I understand that there will be an administrative fee due in the amount of **$17.12** per month which includes the current plant upgrade fee, until connection to the District's system", after which I will pay the regular monthly sewer charge. I will notify the District office upon connection, and/or of any transfer of property within the District. I agree to have the connection inspected by the District Field Operations Manager. I understand that materials and/or labor required to reach the District's line are NOT included in the New User Facility Fee (NUFF) required by the District. Any costs associated with physical connection shall be my additional expense. I agree to notify the District if the property is changed to other than one single-family residence or there is any change in ownership of the building and/or property.

I am enclosing the NUFF (New User Facility Fee) in the amount of **$8,894.00** for this single-family residence connection into the Kootenai-Ponderay Sewer District System. (This amount may be less if a property had a previously approved partial payment made or LID paid. Please verify with the District business office.)
This connection will be installed/designed by: _____

My signature certifies that I agree to follow all the requirements, policies, and procedures for connection to the District's wastewater system as stated in the District's Rules and Regulations and Ordinance and as directed by District Operations and Maintenance staff regarding special requirements.

APPLICANT: _____ PHONE # _____

BILLING ADDRESS: _____

SIGNED: _____ DATE: _____

Check # _____ Amount: _____ Date: _____

Receipt # _____ Dated: _____

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APPLICATION #:_____

For office use only

The above connection has been accepted by the Kootenai-Ponderay Sewer District, subject to the following special conditions._____

_____

_____

_____

_____

DATE: _____ SIGNED: _____,Boardmember

DATE: _____ SIGNED: _____,Boardmember

DATE: _____ SIGNED: _____,Boardmember

KOOTENAI-PONDERAY SEWER DISTRICT
P.O. Box 562
Kootenai, ID 83841
511 Whiskey Jack Rd.

OFFICE (208) 263-0229
FAX (208) 265-5326

COMMERCIAL APPLICATION INSTRUCTIONS

(*OTHER THAN*- Single-Family Residence)

Prior to construction of any structure with plumbing, setting up a mobile or modular home, or any moveable unit that can be used as living quarters on a permanent or temporary basis within our boundaries, you are required to have an approved Sanitary Sewer Service Connection Request, and to have paid the New User Facility Fee (NUFF) as determined by the District Engineer or the Board of Directors of the Kootenai-Ponderay Sewer District.

You **may be required to have engineering, and/or a sewer main extension agreement** filed and approved by the Board of Directors for your project. Depending on the type of business, your potential use must be estimated, either by the District Personnel, the District Engineer, or by the District Ordinance. There may be other requirements including but not limited to pre-treatment of discharge. For this reason, you should **start the necessary paperwork well ahead of your scheduled application for a building permit.** All expenses you incur during this process through and including actual connection are your responsibility.

When all plans have been reviewed and approved by the District Engineer, the connection request will be reviewed for final acceptance at a regular meeting of the Board of Directors. **The Board meets on the SECOND MONDAY OF EACH MONTH, AT 6:00PM, IN THE DISTICT MEETING ROOM LOCATED AT 511 WHISKEY JACK ROAD,** (except some legal holidays, in which case you will need to contact the office for the new meeting date.

Your completed **application, supporting data, and a check for the NUFF can be returned to the office Monday thru Friday, or it can be mailed.** It will be included on the agenda for the first meeting after it is received. It may be in your best interest to attend the meeting if there are questions or special circumstances that may need to be addressed. **Connections are not authorized until approved by the Board and NUFF's are paid.**

Please notify your Contractor of the following requirements:

1. Locate Devices are required to be installed at the property line.

2. Pressure line connections must comply with specifications on a separate form.

3. PRIOR TO COVERING the entire lateral and connection into our main line, it must be inspected by a District Representative. You or your contractor/excavator must call Operations at 208-290-5979, 24 hours in advance, so that a time can be scheduled for your inspection. Leave a message if they are not available.

4. A $250.00 penalty will be assessed if the District Representative has not performed an inspection prior to the covering of the line and the tap to the mainline. The line and tap may have to be re-exposed at your expense.

5. The District inspection is required in addition to the permit required by the State.

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Reviewed April 20, 2020 - cfj
\\sewerdist\Users\Office Files\FORMS\Commercial

Kootenai-Ponderay Sewer District
P.O. Box 562 - Kootenai, Idaho - 83840
Location 511 Whiskey Jack Rd

Office (208) 263-0229
Fax (208) 265-5326
Emergency (208) 290-5979

Commercial-Industrial Sanitary Sewer Service Connection Request

Name/Business

Property Location-Town/Address/Tax No./ Other Description

Type of Business, etc. to be using sewer

No. Employees-____ Toilets-____ Sinks-____

Floor Drains-____ Total Sq. Ft.-_____

If restaurant or bar, number of seats for public-____

Other Factors for water/sewer use

Signed-Owner/Applicant

Billing Name

Billing Address

Date Phone

Check #_____ Receipt #_____

****

Board Approval

Contingencies or limitations:_____

_____

_____ Board member

_____ Board member

_____ Board member

Date _____

My signature verifies my consent to the following requirements/conditions:

1. The District may require that plans for this project be reviewed by an Engineer.
2. **I shall submit a Usage Update Application for approval prior to increasing or changing my usage if this change/increase occurs at any time.**
3. The actual number of ER's is determined by water usage calculated from water meter readings averaged for (1) one year of full operational use. If at any future date, one year's averaged water use exceeds the number of Capacities\ER's (NUFF's) purchased and additional capacities and/or hook-ups are not purchased, the District may assess an "Unauthorized Use Fee" at the then current rate. The District does not guarantee the availability of future capacity and reserves the right to deny additional capacity/ER requests at the discretion of the Board based on District's system resources.
4. My signature authorizes Kootenai-Ponderay Sewer District access to water meter readings information.
5. I agree to pay the administrative fee of $17.12 which includes the plant upgrade fee, per month, per projected ER, until I become a "user". The term "user" applies to ***the time of connection to the District system*** not time of occupancy/use of the facility. After that date, I shall pay the regular monthly sewer charge as determined by the Rules and Regulations/and or water use.
6. I will call for an inspection prior to making a connection.
7. I will notify the District of any ownership transfer of the property.
8. My signature certifies that I will comply with all District Rules and Regulations and Ordinances regarding connection and installation of the sewer service. Including special requirements as noted by District Operations and Maintenance staff.

☐ **Check if the building is to be used for lease space. Prior to leasing space, sizing re-evaluation is required to determine capacity needed**

Office Use Only
Sizing Verification-New User Facility Fee (NUFF)

Projected No. of ER's (Equivalent Residences Capacities) ____@ **$8,894.00 per ER**

$_____to be included with this application.

Signed _____

Date _____

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KOOTENAI – PONDERAY SEWER DISTRICT

WASTE DATA DISCLOSURE FORM

1. COMPANY NAME:_____
2. FACILITY ADDRESS:_____
3. MAILING/BILLING ADDRESS:_____
4. BRIEFLY DESCRIBE THE TYPE OF BUSINESS, PRINCIPLE PRODUCTS/SERVICES:_____

   _____
5. NUMBER OF EMPLOYEES:_____ OPERATING HOURS PER DAY_____,DAYS PER WEEK____
6. IS THIS BUSINESS PRESENTLY HOOKED TO THE SEWER SYSTEM? _____Y/N
7. DO YOU USE OR WILL YOU DISCHARGE CHEMICALS IN YOUR BUSINESS?_____Y/N
8. ARE THESE STORED ON SITE?_____Y/N
9. IF YES, PLEASE LIST_____

   _____
10. ARE THERE FLOOR DRAINS PRESENT AT YOUR FACILITY?_____Y/N
11. DO YOU OR WILL YOU DISCHARGE WASTEWATER OTHER THAN DOMESTIC WASTEWATER FROM KITCHEN/BATHROOM SINKS AND TOILETS, ETC.?_____Y/N
12. DO YOU USE OR WILL YOU DISCHARGE FATS, OILS, OR GREASE (F0G) IN YOUR DAILY OPERATIONS?____Y/N WHAT SYSTEMS DO YOU HAVE IN PLACE FOR THE CAPTURE OF FOG TO PREVENT IT FROM ENTERING THE DISTRICT'S SYSTEM?

    _____
13. DO YOU HAVE AN ACCIDENTAL SPILL PREVENTION PLAN FOR YOUR BUSINESS?_____Y/N
14. PLEASE INDICATE WHO THE AUTHORIZED REPRESENTATIVE FOR THIS BUSINESS WOULD BE FOR CONTACT REGARDING FOG PREVENTATIVE MAINTENANCE AND PRACTICES.
15. NAME:_____ TITLE:_____ CONTACT #_____

THE INFORMATION IN THIS QUESTIONNAIRE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

PRINTED NAME:_____ TITLE _____

SIGNATURE:_____ DATE:_____

FOR OFFICE USE: ACCT#_____ ACCT TYPE_____ RECEIVED:_____

OPERATIONS: OK_____ ON-SITE REQUIRED_____ BUS. MGR._____ CLERK_____

Reviewed October 1, 2019-ld "USDA is an equal opportunity provider and employer".

KOOTENAI-PONDERAY SEWER DISTRICT

511 Whiskey Jack Road
Sandpoint, ID 83864
P.O. Box 562
Kootenai, ID 83840
Office: (208) 263-0229
Emergency after Hours: (208)290-5979
clerk@kootenaiponderaysewerdistrict.org

Fats, Oils & Grease as referred to as FOG are a major concern for wastewater collection systems. When not disposed of properly, FOG forms thick layers inside sewer lines constricting flow and places additional loads on treatment plants that can result in operational difficulties and added treatment costs. KPSD in an effort to work with our patrons and keep operational costs at a minimum is requiring the following:

All grease interceptors shall be pumped a minimum of four times per calendar year to ensure that sediment and floating materials do not accumulate and impair the efficiency of the interceptor or enter the wastewater collection system.

Existing under the sink grease traps must be cleaned at a frequency as necessary to prevent the pass through of grease, fats, oil, and other food solids to the system.

At the discretion of the District, existing facilities generating FOG may be required to increase their pumping and/or cleaning or upgrade their existing FOG removal device.

A variance request for less frequent pumping/cleaning may be submitted to the District for review after a minimum of one year of verifiable consecutive compliant data at the current pumping frequency.

All FOG spills are to be reported to the District within 1 hour of detection so that Operations may respond in a prudent manner to ensure the safety of the treatment plant. After hours please call our emergency number (208) 290-5979.

Thank you.

FOG PREVENTION PLAN

Business: _____ Address: _____

Contact: _____ Phone#: _____

Type of Business: _____

****

Type of Connection to Sewer: (gravity or pump station)

Grease Traps: # _____ Condition: _____

Maintenance Plan for Inside Grease Traps: _____

Fixtures connected to Grease Traps: _____

Floor Drains: #_____ Condition: _____ Maintenance Plan: _____

Chemicals potentially entering system: _____

_____

Alternative Waste Disposal Method in place: _____

Hauler/Contractor for FOG removal: _____

Phone #: _____ Contact: _____

*A copy of the pumping report is to be mailed or E-mailed to the address above on a quarterly basis or as determined by KPSD.

CERTIFICATION:

I certify by signing below all information listed above is true and accurate. I further certify that all FOG devices have been thoroughly pumped and cleaned upon start up of my business and I understand the schedule of cleanings needed as put forth by the District. Should a spill occur, I understand that the District is to be notified within 1 hour of detection as detailed on this form.

Company Authorized Representative Printed: _____

Signature: _____ Date: _____

KPSD Operations Manager Printed: _____

Signature: _____ Date: _____

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Kootenai Ponderay Sewer District
P.O. Box 562
Kootenai, Idaho 83840
Location 511-Whiskey Jack Rd.

Office (208) 263-0229
Fax (208) 265-5326
Cell (208) 290-5979

Commercial-Industrial Usage Update

I _____, dba_____
(Your name) (Business name)

Request permission to increase and/or change my use for the service connection installed into the District system, for the property located at:

_____, _____ _____ _____
(Town or Area) (Blk) (Lot) (Other location Description)

Type of Business to be using sewer: _____ **Check if Lease Space** ☐

Number of Employees: _____ **Square Footage of Building** _____
Hours of Operation: _____ **Number of Days per Week** _____
 # Toilets: _____ **# Sinks** _____ **#Tubs**_____ **#Washing Machines** _____
 # Floor Drains _____

Restaurant, Bar or other business with public seating: # of seats available _____.
Other Uses of Water, etc. which will be drained into the sewer system: _____
_____
Changes in my sewer discharge are as follows: _____
_____

[ ] New Waste Data Disclosure Form needed.

I understand:
1) The plans for this project must be reviewed by the District Staff, Board of Directors, and possibly an Engineer.
2) Additional New User Facility Fees (NUFFs) may be due with this application if the projected number of capacities/ERs (equivalent residences) needed exceeds the number of ERs previously paid.
3) If, at any time, one year's average metered use exceeds the total number of ERs/capacities paid, additional NUFFs will be due at the then current rate, if there is capacity available.
4) If I should expand or change my usage after this application is processed, I shall submit a new Usage Update Application to the District office prior to increasing or changing usage.
5) The District does not guarantee the availability of future capacity, and reserves the right to deny additional capacity/ER requests at the discretion of the Board based on the District's system resources.

Signature: _____

Title: _____

Date: _____

Business Name(s):_____

Building Owner:_____

Billing Address: _____
_____

Phone:_____

OFFICE USE ONLY
Date Board Approved_____

[ ] Sizing Required [ ] NO Sizing Required

Contingencies:_____
_____
_____

_____ Board member

_____ Board member

_____ Board member

PROJECTED CAPACITIES NEEDED; NUFFs
Previous ERs paid_____. **Additional projected**
No. of ERs needed _____ **@ $8,894.00 each.**

Total $_____

Signed:_____
Date _____

Reviewed October 3, 2022-ld

EXHIBIT "D"

SEE ATTACHED

APPLICATION FOR CHANGE IN SEWER SERVICE STATUS

Kootenai-Ponderay Sewer District
P.O. Box 562
Kootenai, ID 83840
Office – 511 Whiskey Jack Road
Phone (208) 263-0229
Fax (208) 265-5326
Emergency (208) 290- 5979

APPLICATION FOR CHANGE IN SEWER SERVICE STATUS

I request that sewer service at the following location be:

TEMPORARILY CAPPED ☐ PERMANENTLY CAPPED ☐

RELOCATED ☐ RE-CONNECTED ☐

Street Address:_____
City/Area: _____
Block/Lot#: _____

Dwelling is to be: *(check all that apply)*
DEMOLISHED ☐ REMOVED FROM PROPERTY ☐ RELOCATED ☐
If relocation is planned, identify property address connection is to be relocated to:
_____

TEMPORARY CAPPING (at the surface) shall only be done under the direction of a District Representative and shall be inspected by a District Representative. **Please contact Tanner Weisgram at 290-5979 at least 48 hours in advance to arrange for an inspection.** All costs incurred are the responsibility of the owner of the property.

PERMANENT CAPPING (underground) shall only be done under the direction of a District Representative and shall be inspected by a District Representative. **Please contact Tanner Weisgram at 290-5979 at least 48 hours in advance to arrange for an inspection.** All costs incurred are the responsibility of the owner of the property.

RELOCATION/RE-CONNECTION requires an inspection by a District Representative at time of relocation and/or re-connection. **Please contact District Operations and Maintenance Personnel at 290-5979 at least 48 hours in advance to arrange for an inspection.** All costs incurred are the responsibility of the owner of the property.

I agree to pay the District $75.00 per hour with a one-hour minimum for inspection of capping, relocation, and/or reconnection of this service. All costs incurred are my responsibility as owner of the property. If I sell the above identified property, I agree to notify the District immediately and to advise the buyer of the property of this agreement, which will continue to be binding to the new owner of the property. I certify that the water was turned off on _____.
DATE

*Signed:*_____ *Date:*_____
SIGNATURE OF PROPERTY OWNER

I certify that the above has been inspected by me, and is in accordance with the requirements of the District.

*Inspected by:*_____ *Date:*_____

*Title:*_____

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EXHIBIT "E"
SEWER MAIN EXTENSION AGREEMENT
and
REQUIREMENTS

KOOTENAI-PONDERAY SEWER DISTRICT
SEWER MAIN EXTENSION APPLICATION AND AGREEMENT

THIS SEWER MAIN EXTENSION AGREEMENT, hereinafter referred to as the "Agreement," is made between the KOOTENAI-PONDERAY SEWER DISTRICT, hereinafter called the "District", and,

[Name of each Owner:] _____

[Marital or Entity Status:] _____

[Address of each Owner:] _____

_____

Hereinafter, individually, or collectively referred to as the "Owner", (hereinafter, the District and the Owner are collectively referred to as the "parties").

I. RECITALS:

1. Owner has requested that the District allow its sewer system main line to be extended in accordance with the plan attached to this Agreement, to benefit the area described in the attached Legal description, and shown on the attached map.

2. The District is willing to allow such extension upon the terms and conditions of this Agreement.

3. Agreements involving other than individual owners, such as partnerships, LLCs or Corporations, must have appropriate supporting documentation as to the established managing members and establishing with the District the person duly authorized to enter into and maintain agreements, contracts, and establish accounts for said partnership, LLC or Corporation.

II. AGREEMENT:

In consideration of the representations, mutual covenants and agreements contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The Owner shall construct the extension of the sewer main and related appurtenances upon the terms and conditions set forth in the Ordinances, Rules and Regulations (hereinafter, collectively, " the Standards") of the District, and in this Agreement, and shall do so pursuant to the construction plans and specifications for the extension as prepared and stamped by a professional engineer licensed in the State of Idaho and incorporated by reference (hereinafter, the "plan"), as the same may be required to be modified by the District or engineer of the District. The District will be provided a copy of such plan as soon as available. The Owner, by signing below, acknowledges receipt of a copy of the District's Standards (The District's Standards in place at the time of this agreement are attached hereto and incorporated herein by this reference as Addendum "B." and Profile Drawing Requirements as specified in Addendum "E").

2. The Owner acknowledges that the Owner has reviewed, and understands, the provisions of the District's Rules and Regulations requiring a security deposit for administrative close-out. The required Administrative Close-out deposit shall be $10,000. The Board of Directors reserves the right to increase or decrease this fee as deemed appropriate upon review of the proposed project as well as information provided by staff, the engineer of the District or the Owner.

3. The property to be benefited by the extension is described in the legal description attached as Addendum C, and shown on a map attached as Addendum D, both incorporated by reference (hereinafter, the "legal description" and the "map", respectively). The legal description and the map must be acceptable to the District.

4. The Owner shall construct the extension in accordance with the plans, Standards and specifications required by the engineer of the District and satisfactory to the District and referenced in Addendums B and E, and shall assume all costs and responsibilities relating to its construction, engineering and project inspection by a qualified, independent inspector approved by the District and acting on the District's behalf, including, but not limited to, video inspection , pressure testing, flushing and other District requirements for the extension prior to use, as well as preparation of as-built plans, certified and stamped by an professional engineer licensed in the State of Idaho. The Owner shall also assume all costs and responsibilities for providing to the District, prior to the start of construction, all necessary permits and recorded easements in the District's name as required for the extension. The determination of the adequacy of the documents and materials provided shall be at the sole discretion of the District. The District at its sole discretion may require the Owner to have in place a Performance Bond or other Surety equal to one hundred fifty percent (150%) of construction contract for the sewer main extension.

5. The District charge for preliminary and subsequent plan reviews by the current engineer of the District will be a minimum of $800. Owners shall pay this charge before preliminary plans will be reviewed. Anything in excess of $800 will be billed to Owner as time and materials. These costs must be reimbursed to the District prior to the start of any construction or agreements to proceed with construction.

6. Power and other utility costs related to the operation of the Lift Stations will be put into the District's name at the time of activation but will be billed back to the Owner as a reimbursable cost until such time of Final Acceptance of the sewer main extension by the District.

7. The District will submit plans that have been approved by the District and the engineer of the District to Idaho D.E.Q. for their preliminary approval. When the District receives written preliminary approval from D.E.Q., the District will give the Owner written preliminary approval to proceed with construction as long as all other necessary requirements have been met including but not limited to payment of all deposits and reimbursable costs. Any unauthorized construction will be considered in violation of this Agreement. All work shall be done by Licensed Public Works Contractors in accordance with the latest edition of the applicable sections of Idaho Standards for Public Works Construction (ISPWC); the "Recommended Standards for Wastewater Facilities" as adopted by the State of Idaho D.E.Q. commonly referred to as "Ten (10) State Standards; the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) and OSHA Requirements.

8. After the line is constructed, and the District's authorized representative has determined that the line is ready for inspection, the Owner shall submit to the District a DVD recording of the line. After the DVD recording has been reviewed by the District's authorized representative and the engineer of the District, and they have determined the line meets the District's standards, the District will issue a letter of preliminary acceptance to the Owner and undertake the responsibility for preliminary operation and maintenance of the extension. However, the Owner shall warrantee the line for one (1) full year from the date of the written preliminary acceptance by repairing and replacing any component parts, and/or all of the extension so that the extension shall function as designed, before the District will give final acceptance to the Owner. When the Owner has received written preliminary approval of the sewer main extension, any buildings that have been

constructed in accordance with the then existing Rules and Regulations for sewer service connections and have met all other District requirements including, but not limited to, the payment of NUFFs, may be physically connected to the line. The requirements for final acceptance are set forth in paragraph 14, 15 and 16.

9. With respect to later additional individual connections being made to the extension, within the area to be benefited as described in the legal description and shown on the map, any person or entity seeking the same shall be required to enter into a prior written agreement with the District that, prior to any such connections for service, such person or entity shall make appropriate application to the District and pay any fees required at that time by the then-existing Ordinances and Rules and Regulations of the District. The person or entity shall further be required to agree to provide for an inspection of any such further connections prior to covering any such connections, and to otherwise abide by the District Rules and Regulations and Ordinances including, but not limited to, those relating to adequacy of service connections and construction of the same. There shall be a New User Facility Fee ("NUFF") payable to the District for each such connection, and the District shall be paid the NUFF in the amount required by the then- existing Ordinances and Rules and Regulations of the District.

10. The District charges made for sewage service shall be those established by the District for comparable users. Payment of NUFFs shall be made upon the District's approval of the applications for sewer service. Payment of the monthly sewage service charge to the District for each connection shall commence upon commencement of use of the extension. All use of District facilities and discharges to the sewer system shall conform to the then-existing Resolutions, Ordinances, Rules and Regulations of the District.

11. The Owner shall grant to the District an exclusive and irrevocable easement, at no cost to the District, authorizing the installation, maintenance, operation, repair and replacement of the extension within the limits of any real property owned by the Owner and necessary for the extension, together with the right of ingress and egress thereto in a form satisfactory to the District and duly executed, acknowledged, and recorded. The Owner shall not build nor allow to be built at any time hereafter on, or over such easement any structure, or other buried utility the construction or presence of which will endanger, or render ineffective or difficult, the access to the sewer lines of the District.

12. It is acknowledged that the Owner, in constructing the extension, shall pay for engineering and construction costs which may benefit not only the Owner, but also other persons or entities seeking similar extensions at a later date. If the Owner would like to request recoupment of part of the extension costs, the Owner shall submit paid receipts for, and certify to the District, the total actual cost of the extension, excluding engineering costs, within (90) days of date of completion. The District shall, in its sole discretion determine the amount of the recoupment due from each future user according to potential benefit for all properties, including the Owners property. The amount may be calculated by the total front footage of the property, or future equivalent residences reasonably expected to benefit from the extension. The District shall, in its sole discretion make a determination of the reasonable length of time for receiving recoupment through the District for benefited property owners, which time shall not exceed seven (7) years from the date of final acceptance by the District. In consideration of this right of recoupment, the Owner waives and releases the District from any claim, or demand relating to the District's determination about recoupment.

13. In the event the Owner, or the Owner's agents or employees, negligently cause or allow damage to the sewer lines or other injuries to the property of the District in connection with the performance of this Agreement, the amount of such damage, as determined and documented by the District, shall be paid to the District by the Owner. In addition, the Owner agrees to indemnity and holds the District harmless from any claims for injury or damage associated with any activity performed under this Agreement.

14. The extension within the limits of the streets, avenues, roads, ways or easement areas, whether or not attached to or serving persons or entities, but constructed as a part of the extension, shall be and remain the property of the District in the event the District exercises its discretion to accept the same in writing at time of Final Acceptance. After such acceptance in writing, the District shall have the rights to extend any sewer

main pursuant to the terms of this Agreement in or to other lands, streets, avenues, roads, ways or easement areas, and, in that event, the Owner shall not by reason thereof be entitled to any refund from the District other than the recoupment provided for in this Agreement.

15. As soon as the project is completed, Owners shall submit a set of As-Built record drawings prepared by the inspecting engineer directly to the District for approval. Such plans shall be provided to the District in digital format in addition to three (3) – 24"X36" hard copies. Once the District has approved the As-Built record drawings, the engineer of the District shall submit a copy of the approved drawings to Idaho D.E.Q. Within thirty days (30) of project completion, the District is required to submit a copy of As-Built record drawings and specifications to Idaho D.E.Q. for their records in accordance with Section 39-118 of Idaho Code.

16. After one (1) full year from the date of the issuance of written preliminary approval, and the owner has fulfilled the responsibility for replacement and repair of any necessary component parts, and/or all of the extension, the Owner shall submit a written request for Final Acceptance of the sewer main extension. The Board of Directors shall consider granting Final Acceptance of the sewer main extension contingent on receipt of the following by the District:

a) A certified copy of the "recorded plat map" and recorded easement depicting the sewer easement with measurements must be on file in the District Office.

b) A new DVD recording of the sewer main extension submitted for review by the District's authorized representative and the engineer of the District. The Owner shall make arrangements with the District's Operations Manager whose present phone number is 208-290-5979 to schedule this procedure. Any inadequacies discovered in the extension must be corrected as shown by a subsequent camera inspection before the Board of Directors will take action on the written request for final acceptance of the sewer main extension.

Final acceptance shall be evidenced in a letter to the Owner of the extension releasing the Owner from further responsibility, and shall include a refund of the Security Deposit for Administrative Close-out if applicable. The Standards of the District and this Agreement shall control the extension, including, but not limited to, payment and reimbursement of any funds deposited.

17. This Agreement shall be binding upon the successors, assigns, heirs, and personal representatives of these parties. In the event it becomes necessary for the District to place this Agreement in the hands of an attorney for enforcement, the District shall be entitled to its reasonable costs and attorney's fees. This Agreement shall be in effect upon its execution by both parties. No change can be made to the Agreement except in writing and signed by authorized representatives of the parties. This Agreement shall be interpreted under the laws of the State of Idaho and any action brought to interpret or enforce the Agreement must be brought in Bonner County District Court. The Owner also acknowledges that he/she/they have had the opportunity to have any questions about this Agreement addressed by an attorney of his or her or their choice.

Dated this _____ day of, _____, _____

OWNER(S):

_____
[Printed Name of Owner]

_____
[Signature of Owner]

_____
[Printed Name of Owner]

_____
[Signature of Owner]

State of _____)
)ss
County of _____)

On this _____ day of _____, 20__, before me, _____ a Notary Public, in and for said County and State, personally appeared _____ and _____, known or identified to me to be the person(s) whose name(s) is/are subscribed to the above instrument, and acknowledged to me that he/she/they executed the same as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____

(SEAL)

Notary Public for _____
Residing at: _____
My Commission Expires: _____

KOOTENAI-PONDERAY SEWER DISTRICT:

BY: _____
[Chairman of the Board] [DISTRICT SEAL]

STATE OF IDAHO)
) ss
COUNTY OF BONNER)

On this _____ day of _____, 20__, before me _____ a Notary Public in

and for the State of Idaho, appeared _____, known or identified to me to be the Chairman of the Board for the KOOTENAI-PONDERAY SEWER DISTRICT, the governmental subdivision that executed this instrument or the person who executed the above instrument, on behalf of said governmental subdivision, and acknowledged to me that such governmental subdivision executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
NOTARY PUBLIC in and for the State of Idaho

(SEAL) Residing at_____

My Commission Expires_____

KOOTENAI PONDERAY SEWER DISTRICT

BY: _____
[Secretary of the Board]

STATE OF IDAHO)
) ss
COUNTY OF BONNER)

On this _____ day of _____, 20__, before me _____ a Notary Public in and for the State of Idaho, appeared_____, known or identified to me to be the Secretary of the Board for the KOOTENAI-PONDERAY SEWER DISTRICT, the governmental subdivision that executed this instrument or the person who executed the above instrument, on behalf of said governmental subdivision, and acknowledged to me that such governmental subdivision executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
NOTARY PUBLIC in and for the State of Idaho

(SEAL)

Residing at_____

My Commission Expires_|_____

ADDENDUM A: PLAN FOR SEWER MAIN EXTENSION
The typewritten construction plans outlining the scope of the extension shall include the following:

1. Name and address of Owner and engineer.

2. Number of dwelling units and population for residential connections, and/or population equivalents for industrial or commercial connections.

3. Flow projections, which shall be based on a single-family residence equivalence being 225 gallons per day. Proposed and ultimate service areas shall be considered for residential, commercial, and industrial.

4. Construction schedule and cost summary, including inspection methods and District involvement relative to inspection requirements.

    a) Fees for application and inspection by District staff or representative.

    b) Steps included in the project to protect the public from injury and/or damage (e.g., insurance limits, signs and barricades, lights. Detour route, etc.).

ADDENDUM B: DISTRICT'S STANDARDS AT TIME AGREEMENT IS EXECUTED.
In addition to Idaho Standards for Public Works Construction Standards, and the 10-State Standards, the District shall impose extra minimum construction requirements consisting of the following:

1. Lift Stations must have integral base and bottom barrel section with no joint for three feet.

2. Provide tee and valve in lift station discharge piping to allow for auxiliary pump hook-up.

3. Manhole inverts constructed to allow sewer inspection-camera insertion; especially in 90 degree turns.

4. Pressure lines must be 200 PSI or schedule 40; stub-outs should have brass or stainless steel isolation valve at end of stub with appropriate riser and metal lid; stubs must have metallic tape marked "sewer" wrapped around valve to prevent potential cross-connection.

5. Manholes must have joints and riser rings sealed with acceptable sealing method; such as external joint wrap M-860 supplied by J-K Polysource or equivalent. Hydraulic cement must be type specifically intended for manhole joint sealing.

6. Locate wire, 12 gauge solid conductor, and green in color on all pressure and gravity lateral lines.

7. Maximum 12 inches of riser rings in manholes.

8. Maximum 5% deflection allowed in gravity sewer lines.

9. Manhole penetrations must be grouted smooth on the inside with an acceptable grout intended for that purpose.

10. Pressure line fittings should be smooth internal radius with no internal roughness.

11. Sewer service lateral locators 3M mid-range markers #1258 placed at each sewer service stub.

12. Lift station controls and other associated equipment as determined by the District.

13. The District reserves the right to request other standards as deemed necessary

ADDENDUM C: ATTACH A LEGAL DESCRIPTION OF PROPERTY TO BE BENEFITED BY SEWER MAIN EXTENSION

ADDEMDUM D: ATTACH A MAP OF REAL PROPERTY TO BE BENEFITED BY SEWER MAIN EXTENSION

ADDENDUM E: PROFILE DRAWING REQUIREMENTS

1. Horizontal Scale: Not more than 1" = 100'
2. Vertical Scale: Not more than 1" = 5'
3. Stationing shall originate at the south/west portion of the project (Station 0+00) and continue to increase numerically from left to right and bottom to top continuing to the north/east section on the plan sheet.
4. North arrow shall be located lower right hand corner of sheet above title block.
5. The plan view shall show:
    - **a.** Centerline location of proposed sewer improvement referenced to right-of-way and existing sewer system. Basis of elevation is from one undisturbed, downstream manhole.
    - **b.** Existing platting, property lines, right-of-way, easements, etc., with appropriate dimensions.
    - **c.** Existing utilities and improvements (i.e., water mains, gas mains, storm drains, telephone, and power conduits).
    - **d.** Horizontal curve data: radius, deflection angle, length of curve and tangent distance and stationing of PC and PT.
    - **e.** Survey Grade "x", "y", "z" coordinates to the nearest 100th.
6. The profile view shall show:
    - **a.** Centerline profile of sewer flow line, existing ground and proposed street grade, if applicable.
    - **b.** Rim, invert elevations and stations.
    - **c.** Below grade flow line profile, indicate length of pipe from manhole to manhole, grade, pipe, size and type, and number of tees or wyes.
    - **d.** Types of manholes; stations of manholes.
    - **e.** Existing elevations of houses or basements.
    - **f.** Vertical curve data: Length of curve (horizontal distance), elevations and stationing of VPC, VPI and VPT.
    - **g.** Existing utility crossings, including all water crossing.
    - **h.** If possible, soil type

Request for Acceptance
of
Sewer Main Extension for Ownership
And
Refund of Security Deposit

Today's Date: _____

Location of Sewer Main Extension: _____

Date of completion of extension: _____

_____
(Name(s)

hereby make(s) application to the Kootenai-Ponderay Sewer District for Acceptance of the above-named Sewer Main Extension for the District to take ownership of said extension for the purposes of operation and maintenance and for request for refund of the Security Deposit in the amount of _____ that was paid to the District on (Date)_____for the Administrative Close-out of the Sewer Main Extension.

I / We certify that the following requirements have been met:

1. The District is in possession of DEQ approved As-Built Drawings of the completed Project as well as recorded copies of associated plat maps.

2. The District is in possession of **all** documentation needed to verify that all easements or Right-of-Way **are approved and accepted** by the District **and** are recorded.

3. I / We have supplied the District with copies of the Recorded Instrument #_____.

4. Yes, ___ I / We have supplied the District with copies of all paid bills and a summary sheet for the cost of construction of this sewer main extension since I/We plan to pursue recoupment of costs from future connections to this extension.

   No, ___ I / We will not be pursuing recoupment of costs from future connections to this extension.

5. I / We have completed all other requirements as listed in the Sewer Main Extension Agreement, the District's Rules and Regulations, Ordinances or any other requirements as noted by the District.

I / We understand that this does not change the requirements for final acceptance of ownership of this sewer main extension by the District, as stated in the Sewer Main Extension Agreement that was approved by the Board of Directors on **(Date)** _____.

Signed: _____ Title: _____

Date: _____

Signed: _____ Title: _____

Date: _____

State of _____)
)ss
County of _____)

On this _____ day of _____, 20__, before me, _____ a Notary Public, in and for said County and State, personally appeared _____ and _____, known or identified to me to be the person(s) whose name(s) is/are subscribed to the above instrument, and acknowledged to me that he/she/they executed the same as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____

(SEAL)

Notary Public for _____

Residing at: _____

My Commission Expires: _____

EXHIBIT “F”
SHOP MUDROOM APPLICATION
and
RECORDING

KOOTENAI-PONDERAY SEWER DISTRICT
P.O. Box 562, Kootenai, Idaho 83840
Location – 511 Whiskey Jack Rd.

Office: (208)263-0229
Fax: (208)265-5326
Cell: (208)290-5979

RESIDENTIAL SHOP-MUDROOM APPLICATION

I, _____, make a request to install a restroom in a shop or mudroom at the following property:

_____, ___, ____, _____

(Town or Area) (Blk) (Lot) (Other Description)

I understand that before this shop or mudroom building can be used as any type of a separate residential building or converted to a commercial building, an application must be made to the Board of Directors of the Kootenai-Ponderay Sewer District and must be authorized by the same. All applicable fees must be paid at the time of application.

APPLICANT:_____PHONE:_____

MAILING ADDRESS:_____

SIGNED:_____ DATE:_____

FOR OFFICE USE ONLY:

*THE ABOVE REQUEST HAS BEEN ACCEPTED BY THE KOOTENAI-PONDERAY SEWER DISTRICT, SUBJECT TO THE FOLLOWING SPECIAL CONDITIONS:*_____

_____

DATE _____ *SIGNED:*_____, *BOARDMEMBER*

*DATE*_____ *SIGNED:*_____, *BOARDMEMBER*

*DATE*_____ *SIGNED:*_____, *BOARDMEMBER*

Recorded for and when
Recorded Return to:
Kootenai Ponderay Sewer District
P.O. Box 562
Kootenai, Idaho 83840

STATE OF IDAHO)
) ss.
County of _____)

On this _____day of _____, 20__, before me a Notary Public, in and for said County and State, personally appeared: _____, known or identified to me to be the individual whose name is subscribed to the within Shop-Mudroom Restriction and acknowledged to me that he/she executed the same as a voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Idaho

(SEAL)

Residing at_____

My commission expires_____