

**ORIGINAL**

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Far West Water and Sewer, Inc.		Cancelling Original	Sheet No.	TOC
Sewer Division				

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	(Month, Day, Year)			(Month, Day, Year)
ISSUED	October 15, 2013	ISSUED BY: Andrew J. Capestro 13157 E. 44 <sup>th</sup> Street Yuma, Arizona 85367	EFFECTIVE	November 1, 2013
		Decision No. 74097		

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DECISION #: 74097

Far West Water and Sewer, Inc.		1st Revised	Sheet No.	1.0
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	WS-03478A-12-0307			

## General Sanitary Sewer Service

### Availability

Available to all customer classes, except the Recreational Vehicle Park class.

### Schedule of Charges

	<u>Phase 1 Usage Charge</u>	<u>Phase 2 Usage Charge</u>
Residential – All except RV	\$39.05	\$56.92
<u>Commercial by Meter Size</u>		
Commercial – ALL	N/A	N/A
Commercial – 5/8"	\$58.58	\$85.38
Commercial – 3/4"	58.58	85.38
Commercial – 1"	101.54	147.98
Commercial – 1 1/2"	203.07	295.97
Commercial – 2"	320.23	466.72
Commercial – 3"	624.84	910.67
Commercial – 4"	976.31	1,422.92
Commercial – 6"	1,952.62	2,845.85
- except Rancho Rialto		

Phase 1 charges are effective November 1, 2013 through April 30, 2014.  
Phase 2 charges are effective May 1, 2014 and thereafter.

### Terms and Conditions

Sewer service provided under this rate schedule is subject to the Company's Service Charges applicable to Sewer Service.

All charges under this rate schedule are subject to their proportionate share of any privilege, sales, use and franchise tax per Commission Rule 14-2-608.D.5.

Service provided under this rate schedule is subject to the Company's Rules and Regulations applicable to Sewer Service.

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### Recreational Vehicle Park Sewer Service

#### Availability

1. The RV Rate shall apply only to a parcel of land under single ownership on which three (3) or more Recreational Vehicles are occupied as temporary residences, regardless of whether or not a charge is collected for such accommodations (RV Park).
2. A Recreational Vehicle is a vehicle that is built on a single chassis, four hundred (400) square feet or less in size, designed to be self-propelled (motor home) or permanently towed (trailer, fifth wheel, or camper), and designed primarily for use as temporary living quarters for recreational, camping, travel, or seasonal use and not for use as a permanent dwelling. A Recreational Vehicle includes park model trailers, provided that they have not been altered to increase living space beyond 400 square feet. Recreational Vehicles do not include Manufactured Homes (a/k/a Mobile Homes).
3. Each RV Park shall be assessed a single base charge for the sewer usage at clubhouses, laundries and other common areas. In addition, a fee shall be paid for each RV Park space whether occupied or not.
4. Combined facilities that include both an RV Park and Manufactured Home Park shall pay the RV Park rate for the RV Park portion of the facility with the residential tariff applying to the Manufactured Home spaces within the facility.

#### Schedule of Charges

	<u>Phase 1 Usage Charge</u>	<u>Phase 2 Usage Charge</u>
RV Parks - Common Areas Only	\$58.58	\$85.38
RV Spaces	\$13.02	\$18.97

Phase 1 charges are effective November 1, 2013 through April 30, 2014.  
Phase 2 charges are effective May 1, 2014 and thereafter.

#### Terms and Conditions

Sewer service provided under this rate schedule is subject to the Company's Service Charges applicable to Sewer Service.

All charges under this rate schedule are subject to their proportionate share of any privilege, sales, use and franchise tax per Commission Rule 14-2-608.D.5.

Service provided under this rate schedule is subject to the Company's Rules and Regulations applicable to Sewer Service.

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**Effluent****Availability**

Available to large turf and landscape irrigators for use on golf courses, lakes, school grounds, park lands, rights of ways, and similar open spaces. Also available to land developers and their contractors and subcontractors for use on large construction projects which require significant amounts of dirt moving, grading, trenching or other water intensive construction activities. Effluent availability is subject to compliance with terms and conditions of ADEQ issued reuse permit and commitments to other users. Effluent is made available at Company's treatment plants.

**Schedule of Charges**

Sale of Effluent, per thousand gallons – "Market" rate, minimum \$0.25 and no maximum

**Terms and Conditions**

Service provided under this rate schedule is subject to the Company's Service Charges applicable to Sewer Service.

All charges under this rate schedule are subject to their proportionate share of any privilege, sales, use and franchise tax per Commission Rule 14-2-608.D.5.

Service provided under this rate schedule is subject to the Company's Rules and Regulations applicable to Sewer Service.

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### Service Charges

#### Service Establishment, Reconnection and Re-Establishment

As provided in Rule R14-2-603.D.1, the Company will charge the following rates for the establishment, reconnection and re-establishment of sewer service:

Establishment	\$40.00
Reconnection (Delinquent)	\$30.00
Re-establishment (Within 12 Months)	Months off system times the minimum (R14-2-603.D.1)

After Hours Service Charge	\$35.00
Disconnect and Reconnect (Delinquent)	Cost
(For Non-Far West water customers only, where physical disconnection and reconnection is performed)	

#### Insufficient Funds (NSF) Check

As provided in Rule R14-2-608.E.1, the Company will charge the following rate for each instance that a customer tenders payment with an insufficient funds check:

NSF Check	\$30.00
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#### Late Fees

As provided in Rule R14-2-608.F.1, the Company shall charge a late payment penalty as follows:

Deferred Payment, Per Month	1.50%
Late Payment, Per Month	1.50%

#### Deposits

Deposit (Residential)	two times the residential class bill (R14-2-603.B.7.a)
Deposit (Non-Residential)	Two and one-half times customers estimated monthly maximum bill (R14-2-603.B.7.b)
Deposit Interest	6.0% (R14-2-603.B.3)

All charges under this rate schedule are subject to their proportionate share of any privilege, sales, use and franchise tax per Commission Rule 14-2-608.D.5.

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Sewer Division	Docket No.			
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## Rules and Regulations

The Company has adopted the Rules and Regulations established by the Commission as the basis for its operating procedures. A.A.C. R14-2-601 *et seq.* will be controlling of Company procedures unless specific Commission Order(s) provide otherwise.

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		New	Sheet No.	4
Far West Water and Sewer Company				
Docket No.	WS-03478A-08-0256			

RULE NO. S-1  
SEWER MAIN EXTENSIONS

**A. APPLICANTS FOR EXTENSIONS OF SEWER MAINS.**

1. Upon request by a potential applicant for a sewer main extension, the Company shall prepare, at no charge to the potential applicant, a preliminary sketch and rough estimate of the cost of constructing the main extension.
2. Where a potential applicant for a sewer main extension requests the Company to prepare detailed plans, specifications and cost estimates of the proposed main extension, the potential applicant shall deposit with the Company an amount equal to the estimated cost of preparing the detailed plans, specifications and cost estimates. Upon receipt of the deposit, the Company shall prepare the detailed plans, specifications and cost estimates of the proposed main extension and make them available to the potential applicant within 90 days. Where the potential applicant accepts the plans and the Company proceeds with construction of the main extension, the deposit shall be credited toward the cost of construction to be paid by applicant as an advance in aid of construction. If the potential applicant does not accept the plans within 60 days from the date the plans were made available to the potential applicant, the deposit shall become non-refundable.
3. The Company has the right to require the over-sizing of sewer mains and related facilities to be constructed for an applicant; provided, however, that the Company shall pay the additional cost of over-sizing the mains and related facilities. In such event, appropriate details of the over-sizing shall be set forth in the plans, specification and cost estimates for the main extension.
4. The Company shall provide each applicant for a sewer main extension with a copy of this extension tariff prior to the execution of a main extension agreement. The Company shall not commence construction of any main extension prior to the execution of a main extension agreement between the Company and the applicant, pursuant to the provisions of this extension tariff.

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	April 12, 2012	Andrew J. Capestro 13157 E. 44 <sup>th</sup> Street Yuma, Arizona 85367		April 12, 2012
		Decision No. 73083		

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## **B. ADVANCES IN AID OF CONSTRUCTION; REFUNDS**

1. An applicant for the extension of a sewer main or mains shall pay to the Company, as an advance in aid of construction, before construction is commenced, the estimated reasonable cost of constructing the main or mains, including all service pipelines, valves, fittings, other costs and reasonable overheads.
2. In those instances where the cost of a requested sewer main extension is disproportionate to the anticipated revenues to be derived from future customers using the main, the Company may require the applicant to provide additional funds to the Company which will make the main extension economically feasible. The methodology employed by the Company in determining economic feasibility shall be applied uniformly and consistently to each applicant requiring a main extension.
3. Each year, the Company shall pay to the party making an advance in aid of construction under a sewer main extension agreement, or that party's assigns or successors-in-interest (provided that the Company has received notice and evidence of such assignment or succession), 5% of the total gross annual revenue (less any sales taxes, franchise taxes, privilege taxes or similar taxes and any amounts payable to any municipality or other entity for treatment and/or transmission of sewage) from each bona fide customer whose service line is connected directly to the sewer main covered by the main extension agreement. Refunds shall be made by the Company on or before August 31st of each year, covering any refunds owing from revenues received during the preceding July 1<sup>st</sup> to June 30th period. If after 20 years from the Company's receipt of the advance, the advance has not been fully refunded, the advance shall be entered as a contribution in aid of construction in the accounts of the Company, and shall not thereafter be refundable.
4. The aggregate refunds of advances in aid of construction paid to a party under a sewer main extension agreement shall not exceed the total of the advances paid by that party. No interest shall be paid by the Company on any advances in aid of construction. The Company shall make no refunds from any revenue received from any lines, other than customer service lines, leading up to or taking off from the main or mains covered by the extension agreement.
5. The Company may, upon approval by the Commission, terminate its obligation to make refunds under a sewer main extension agreement by accord and satisfaction of its obligations under that agreement.

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6. A party to a sewer main extension agreement may request from the Company an annual survey to determine if additional customers have been connected to and are using service from the sewer main covered by the extension agreement.

**C. SEWER MAIN EXTENSION AGREEMENTS; CONTENTS,**

1. All sewer main extension agreements shall be evidenced by a written agreement, and signed by the Company and the party or parties advancing funds, or the duly authorized agents of each.
2. The size, design, type and quality of materials of the sewer main extension, the installed location in the ground, and the manner of installation shall all be as specified by the Company, and shall be in accordance with the requirements of the Arizona Corporation Commission and all other governmental entities having authority over the construction and operation of the sewer system. The Company may install line extensions of any size meeting the requirements of the Commission and any other governmental entities having authority over the construction and operation of the sewer system.
3. Each sewer main extension agreement shall, at a minimum, include the following information:
  - a. Name and address of applicant(s).
  - b. Proposed service address or location.
  - c. Description of requested service.
  - d. Description and sketch of the requested main extension.
  - e. Itemized cost estimate to include materials, labor, and other costs as necessary.
  - f. Payment terms.
  - g. A clear and concise explanation of any refunding provisions, if applicable.
  - h. The Company's estimated start date and completion date for construction of the sewer main extension.
4. Each applicant for a sewer main extension shall be provided with a copy of the executed extension agreement.
5. All facilities installed under a sewer main extension agreement shall become the sole property of the Company, and parties making advances in aid of construction shall have no right, title or interest in any such facilities.

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6. The Company shall schedule all new requests for sewer main extensions promptly and in the order received.
7. No sewer main extensions shall be commenced by the Company, or installations made by any applicant, without first having received approval of the plans and specifications for such extensions or installations from the Arizona Department of Environmental Quality or its designated agent. A copy of such written approval shall be filed with the Arizona Corporation Commission upon request.
8. In case of a disagreement or dispute between an applicant and the Company regarding this extension tariff or any sewer main extension, any party may refer the matter to the Arizona Corporation Commission for hearing and a decision in accordance with the Rules of Practice and Procedure of the Commission.
9. The Company may modify the terms and conditions of this extension tariff upon approval by the Arizona Corporation Commission.

**D. FINAL COST OF SEWER MAIN EXTENSION.**

1. In the event the actual cost of constructing a sewer main extension is less than the estimated cost advanced by the applicant, the Company shall refund the excess to the applicant within 30 days after completion of construction or after the Company has received all invoices, timesheets and other related documents for the project, whichever is later.
2. In the event the actual cost of constructing the sewer main extension is more than the estimated cost advanced by the applicant, the Company shall bill the applicant for the additional amount due of up to ten percent of the original investment within 30 days after completion of construction or after the Company has received all invoices, timesheets and other related documents for the project, whichever is later. The amount billed shall not be more than ten percent of the estimate and shall be due and payable 30 days after the invoice date.

**E. TEMPORARY SEWER SERVICE.**

1. The Company will provide sewer service on a temporary basis provided that the Company has capacity available in excess of the Company's regular needs, and provided the Company has available material and equipment necessary to supply such temporary service. Each applicant for temporary sewer service must pay the Company, in advance, the Company's estimate of the cost of labor and materials, less salvage value on removal, for installing and removing such temporary service. In the event that the actual cost of installing and removing the temporary sewer service is less than the estimated amount paid by the applicant, the

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Company shall refund such excess amount to the applicant within 30 days following the removal of the service.

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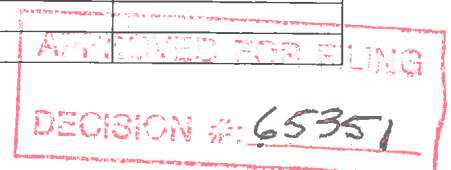
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<b>Far West Water and Sewer, Inc.</b>			
Sewer Division	Docket No.		
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### Pretreatment Tariff

Pursuant to Decision No. 65351, the Company's nonresidential customers are subject to the Company's pretreatment program tariff entitled Wastewater Service Use Agreement attached hereto.

	(Month, Day, Year)			(Month, Day, Year)
ISSUED	November 7, 2002	ISSUED BY: Andrew J. Capestro 13157 E. 44 <sup>th</sup> Street Yuma, Arizona 85367	EFFECTIVE	November 7, 2002
		Decision No. 65351		



**ORIGINAL**

**Far West Water & Sewer, Inc.**

**Wastewater Service Use Agreement**

**FWWS-WWSUA-01**

**DEFINITIONS**

**PROHIBITED WASTE**

Prohibited waste means:

Air Contaminant Waste

Any waste other than sanitary waste which, by itself or in combination with another substance, is capable of creating or introducing an air contaminant outside any sewer or sewage facility or is capable of creating, causing or introducing an air contaminant within any sewer sewage facility which would prevent safe entry by authorized personnel.

Flammable or Explosive Waste

Any waste, which by itself or in combination with another substance, is capable of causing or contributing to an explosion or supporting combustion in any sewer or sewage facility including, but not limited to gasoline, naphtha, propane, diesel, fuel oil, kerosene, or alcohol.

Obstructive Waste

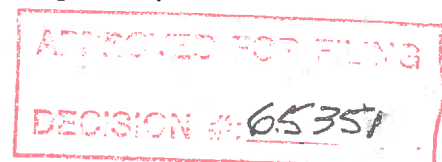
Any waste which by itself or in combination with another substance, is capable of obstructing the flow of, or interfering with, the operation or performance of any sewer or sewage facility including, but not limited to: earth, sand, sweepings, gardenings or agricultural waste, ash, chemicals, paint, metal, glass, sharps, rags, cloth, tar, asphalt, cement-based products, plastic, wood, waste portions of animals, fish or fowl, grease, and other solidified fat.

Corrosive Waste

Any waste with corrosive properties which, by itself or in combination with any other substance, may cause damage to any sewer or sewage facility or which may prevent the safe entry by authorized personnel.

High Temperature Waste

Any waste which, by itself or in combination with another substance, will create heat in amounts which will interfere with the operation and maintenance of a sewer or sewage facility or with the treatment of waste in a sewage facility;



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Any waste which will raise the temperature of the waste entering the sewage facility to 104 degrees Fahrenheit or more;  
Any non-domestic waste with a temperature of 150 degrees Fahrenheit or more.

### Biomedical Waste

Any of the following categories of biomedical waste: human anatomical waste, animal waste, untreated microbiological waste, waste sharps, and untreated human blood and body fluids known to contain viruses and agents.

### Miscellaneous Waste

Any waste, other than sanitary waste, which by itself or in combination with another substance:

- a. constitutes or may constitute a significant health or safety hazard to any person;
- b. may interfere with any sewer or sewage treatment process;
- c. may cause a discharge from a sewage facility to contravene any requirement by or under any ADEQ or NPDES discharge permit or any other act, approved Liquid Waste Management Plan, or any other law or regulation governing the quality of the discharge, or may cause the discharge to result in a hazard to people, animals, property, or vegetation;
- d. may cause biosolids to fail criteria for beneficial land application.

## **RESTRICTED WASTE**

Restricted waste means:

### Specified Waste

Any waste which, at the point of discharge into a sewer, contains any contaminant at a concentration in excess of the limits set out below. All concentrations are expressed as total concentrations which includes all forms of the contaminant, whether dissolved or undissolved. The concentration limits apply to both grab and composite samples. Contaminant definitions and methods of analysis are outlined in standard methods.

CONVENTIONAL CONTAMINANTS [mg/L]

Biochemical Oxygen Demand (BOD)	500
Chemical Oxygen Demand (COD)	1000
Oil and Grease <sup>1</sup>	100
Suspended Solids	350

Table A

<sup>1</sup> Total oil and grease includes oil and grease (hydrocarbons) (see table B)

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## ORGANIC CONTAMINANTS [mg/L]

Benzene	0.1
Ethyl Benzene	0.2
Toluene	0.2
Xylenes	0.2
Polynuclear Aromatic Hydrocarbons (PAH) <sup>2</sup>	0.05
Phenols	1
Oil and Grease (hydrocarbons)	15

Table B

## INORGANIC CONTAMINANTS [mg/L]

Arsenic (As)	0.4
Cadmium (Cd)	0.3
Chloride (Cl)	1500
Chromium (Cr)	4
Cobalt (Co)	5
Copper (Cu)	1
Cyanide (CN)	1
Iron (Fe)	50
Lead (Pb)	1
Manganese (Mn)	5
Mercury (Hg)	0.02
Molybdenum (Mo)	5
Nickel (Ni)	3
Selenium (Se)	0.3
Silver (Ag)	0.5
Sulphate (SO <sub>4</sub> )	1500
Sulphide (S)	1
Zinc (Zn)	3

Table C

<sup>2</sup> Note: Polynuclear Aromatic Hydrocarbons (PAH) include:

- a. naphthalene benzo(a)anthracene
- b. acenaphthylene chrysene
- c. acenaphthene benzo(b)fluoranthene
- d. fluorene benzo(k)fluoranthene
- e. phenanthrene benzo(a)pyrene
- f. anthracene dibenzo(a,h)anthracene
- g. fluoranthene indeno(1,2,3-cd)pyrene
- h. pyrene benzo(g,h,i)pyrene

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**ORIGINAL**Food Waste

Any non-domestic waste from cooking and handling of food that, at the point of discharge into a sewer, contains particles larger than 0.5cm in any dimension.

Radioactive Waste

Any waste containing radioactive materials that, at the point of discharge into a sewer, exceeds radioactivity limitations as established by regulatory agencies:

pH Waste

Any non-domestic waste which, at the point of discharge into a sewer, has a pH lower than 5.5 or higher than 11.0, as determined by either a grab sample or a composite sample.

Dyes and Coloring Material

Dyes or coloring materials which may pass through a sewage facility and discolor the effluent from a sewage facility except where the dye is used by the Company, or one or more of its contractors, as a tracer.

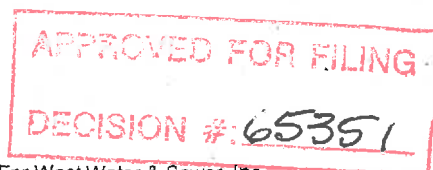
Miscellaneous Restricted Waste

Any of the following waste:

- a. seawater
- b. PCBs
- c. Chlorinated phenols<sup>3</sup>
- d. Pesticides
- e. Tetrachloroethylene

<sup>3</sup> Chlorinated phenols include:

- Chlorophenol (ortho, meta, para)
- Dichlorophenol (2,3, 2,4-, 2,5-, 2,6-, 3,4-, 3,5-)
- Trichlorophenol (2,3,4-, 2,3,5-, 2,3,6-, 2,4,5-, 2,4,6-, 3,4,5-)
- Pentachlorophenol



**ORIGINAL**

**Wastewater Service Use Agreement**

**FWWS-WWSUA-01**

**FOOD SERVICE OPERATIONS**

**APPLICATION**

This use agreement for Food service operations defines the requirements for managing waste discharged directly or indirectly into a sewer connected to a sewage facility from restaurants, or other facilities employing food service as a primary or secondary business operation.

This use agreement applies to:

- (a) operators of a food service operation that adds kitchen equipment that discharges oil and grease;
- (b) operators of a food service operation that discharges non-domestic waste to sewer that exceeds any restricted waste criteria specified in the DEFINITIONS section; or
- (c) any food service operation, as determined by the General Superintendent of FWW&S, Inc.

**DISCHARGE REGULATIONS**

An operator of a Food Service Operation must not discharge waste, which at the point of discharge into a sewer, contain:

1. oil and grease in a concentration that is in excess of 100mg/L as analyzed in a grab sample;
2. suspended solids in a concentration that is in excess of 350mg/L as analyzed in a grab sample;
3. 5-day biochemical oxygen demand (BOD<sub>5</sub>) in a concentration that is in excess of 350 mg/L in a grab sample;
4. prohibited waste, restricted waste, special waste, storm water, or uncontaminated water.

**GREASE INTERCEPTORS**

Grease interceptors are required to be installed and maintained by the owner of food service operations within the collection system of FWW&S, Inc. facilities. Grease interceptor installations shall conform to the requirements of this use agreement.

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**ORIGINAL**Design

The rate of flow capacity of each grease interceptor installed in food service establishments shall not be less than the maximum discharge flow from all plumbing fixtures connected to the grease interceptor that will discharge simultaneously.

The rated flow capacity of each grease interceptor must be established using the Plumbing and Drainage Institute standard PDI-G101.

Each grease interceptor must have either:

1. an internal flow control fitting, or
2. a flow control fitting installed on the inlet line<sup>1</sup>.

All grease interceptors must be labeled with information containing the rated flow capacity of the unit. The label shall be permanently affixed and visible following installation. Where a permanently affixed and visible label is not possible or practical, manufacturer and installation drawings of the grease interceptor shall be maintained at the site and shall be available for inspection on request.

Flow Rates

The operator of a food services operation must calculate the maximum discharge flow rate to a grease interceptor by adding together the flow rates from each fixture that will discharge simultaneously using the following method to estimate the flow rate from each fixture:

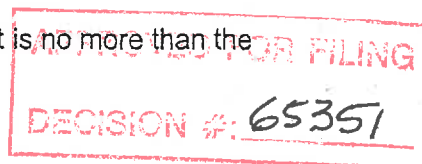
- (a) for sinks, calculate the total volume of each sink and assign a drain time of one minute.
- (b) for exhaust hoods with automatic cleaning cycle, measure the discharge flow rate or use the manufacturers estimate of peak discharge flow rate during the automatic wash cycle.
- (c) For floor drains, estimate the flow rate using the following table:

Floor Drain Diameter		Drain Rate		
Millimeters	Inches	L/s	Imperial gpm	US gpm
51	2	1.4	18.3	22
76	3	2.36	31.2	37.5
102	4	2.84	37.5	45

- (d) for drains on other equipment, if the drain size is less than 2 inches in diameter either:

1. measure the discharge flow rate, or
2. refer to manufacturers estimated peak discharge flow rate , or

<sup>1</sup> The flow control fitting must be sized to limit the flow rate to a rate that is no more than the rated flow capacity of the grease interceptor.



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3. use a minimum of 1.4L/s

- (e) for automatic dishwashers, measure the discharge flow rate or use the maximum discharge flow rate specified by the dishwasher manufacturer.

Where the rated flow capacity of a grease interceptor is exceeded by the maximum discharge flow rate from all plumbing fixtures that will be discharged simultaneously to the grease interceptor, the operator of a food service operation must:

1. install a grease interceptor that has a rated flow capacity equal to or greater than the maximum discharge flow rate from all plumbing fixtures connected to the grease interceptor that will discharge simultaneously; or
2. install additional grease interceptors so that the maximum discharge flow rate from the fixtures connected to each grease interceptor that will discharge simultaneously does not exceed the rated flow capacity of the grease interceptor; or
3. have a plan approved by FWW&S, Inc. showing how the discharge of waste will be managed.

#### Installation

A grease interceptor must be located so that it is readily and easily accessible for inspection and maintenance. A sampling point shall be installed as follows:

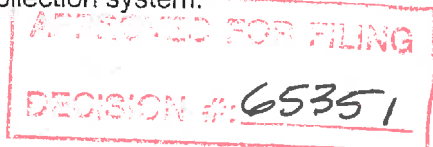
1. a sampling tee shall be located either at the outlet of the grease interceptor or downstream of the grease interceptor at a location upstream of any discharge of other waste.
2. the sampling tee shall be not less than 4 inches in diameter, and shall be installed so that it opens in a direction at right angles and vertically above the flow of the sewer pipe; and
3. the sampling tee shall be readily and easily accessible at all times for inspection.

#### Maintenance

An operator of a food services operation shall maintain all grease interceptors installed in connection with the food services operation in accordance with the manufacturers recommendations so that the grease interceptors function properly.

An operator of a food services operation must not permit oil and grease to accumulate in a grease interceptor in excess of the lesser of six inches or 25% of the wetted height of the grease interceptor.

An operator of a food services operation shall not dispose of oil and grease from a grease interceptor to a sewer. All cleaning or grease removal shall be accomplished by employing vactor trucks or other means to preclude any grease from entering the collection system.



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An operator of a food services operation must not use or permit the use of chemical agents, enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through a grease interceptor without express written consent of FWW&S, Inc.

#### Connection to Grease

An operator of a food services operation shall have the following fixtures connected to the grease intercept system:

- (a) sinks used for washing pots, pans, dishes, cutlery, and kitchen utensils;
- (b) drains serving self-cleaning exhaust hoods installed over commercial cooking equipment;
- (c) drains serving commercial cooking equipment that discharges oil and grease;
- (d) drains serving a garbage compactor used to compact waste that may contain, or be contaminated with, food waste; or
- (e) other fixtures that discharge wastewater containing oil and grease.

The following fixtures shall not be connected to a grease interceptor:

- (a) garbage disposals, potato peelers and similar equipment discharging solids;
- (b) toilets, urinals and hand sinks;
- (c) automatic dishwashers which have discharge flow rates greater than that of the grease interceptor.<sup>2</sup>

#### Outdoor Garbage Compactors

An owner of an outdoor garbage compactor installation connected to a sewer must install works as necessary to prevent rainwater from entering the drain connected to the sewer.

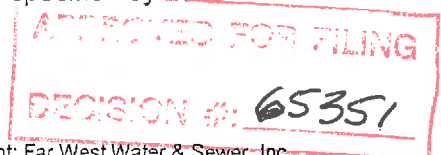
#### **RECORD KEEPING AND RETENTION**

An operator of a food services operation must keep a record at the food services operation of all grease interceptor inspection and maintenance activities including:

- (a) the date of inspection or maintenance
- (b) the maintenance conducted;
- (c) the type and quantity of material removed from the grease interceptor; and
- (d) the location of disposal of the material removed from the grease interceptor.

The records shall be retained for a period of two years, and shall be available on request by FWW&S, Inc.

<sup>2</sup> The grease interceptor must be sized to accept the maximum flow rate specified by the automatic dishwasher manufacturer.



**ORIGINAL****Wastewater Service Use Agreement****FWWS-WWSUA-01****ENFORCEMENT ACTIONS AND USER LIABILITY GUIDELINES**

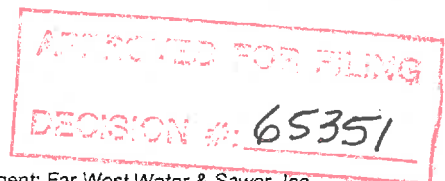
The goal of the Wastewater Service Use Agreement is to protect the environment, public, and both FWWS, Inc. and the non-residential user by maintaining compliant operation of sewer and sewage facilities as regulated by ADEQ and other regulatory agencies.

Violations of this agreement is cause for termination of service or other appropriate Enforcement Actions, as defined below:

- a. Inspection by FWWS, Inc. of the non-residential user's facility;
- b. Notice of violation;
- c. In severe cases, notification to ACC, ADEQ, EPA, and/or Yuma County Environmental Health (YCEH);
- d. Termination of service with notice, pursuant to applicable Arizona Corporation Commission rules;
- e. Termination of service without notice, pursuant to applicable Arizona Corporation Commission rules; and/or
- f. Any and all remedies required to restore and/or maintain compliance with established regulations.

In determining the appropriate Enforcement Actions FWWS, Inc. shall consider the following factors:

- (a) Consideration of previous compliance history;
- (b) Length of violation;
- (c) Number of violations;
- (d) Seriousness of effects to the sewer and sewage facilities;
- (e) Potential effects to public health; and
- (f) Any other relevant factor.



**ORIGINAL****NOTICE OF VIOLATION**

Non-residential customers who after being inspected by Far West Water & Sewer, Inc. and are found to be in violation of this agreement shall receive a written notice of violation. The violation notice must include the following information:

1. Date and time of the inspection;
2. Representative performing the inspection;
3. Name and location of establishment being inspected;
4. Type of inspection (laboratory, visual, dye test, etc.);
5. Details of violation;
6. Potential effects of the violation on the sewer and sewage facilities;
7. Required corrective response date;
8. Signature of inspecting representative.
9. Estimated cost to have Far West Water & Sewer, Inc. perform/ contract work needed to comply.

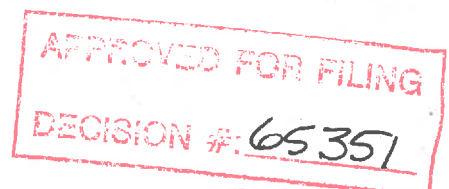
Violations of this agreement could result in enforcement, termination of service, or other legal action against the non-residential customer by Far West Water & Sewer, Inc. Depending upon the severity of the violation, the Yuma County Environmental Health, the Arizona Department of Environmental Quality, and/or the U.S. Environmental Protection Agency are authorized to impose monetary penalties of at least \$1,000 per day per violation.

**NOTICE OF RETENTION**

FWW & S, Inc. shall maintain complete records of all Notices of Violations for inspection by ACC staff for a minimum of ten years.

**FAILURE TO RESPOND BY NOTICE OF VIOLATION DATE**

After violation notice has been issued, the non-residential customer shall respond with corrective action by the date shown on the notice of violation. Failure to respond with corrective action may result in Far West Water & Sewer, Inc. performing/ contracting the work and billing the non-residential customer for the actual cost as explained in the Permitted Costs Section below. Failure to remit payment for work performed/ contracted shall result in the termination of service and/or legal actions.



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### PERMITTED COSTS

1. For services that are provided/ contracted by FWW & S, Inc. at cost, cost shall include labor, materials, other charges incurred, and overhead. However, prior to any such service being provided, FWW & S, Inc. will provide the estimated costs of such service.
2. FWW & S, Inc. will bill the customer for the amount due within 30 days after completion of the invoices, timesheets, or other related documents, whichever is later. The amount billed will be due and payable 30 days after completion of the work.
3. At the customer's request, FWW & S, Inc. shall make available to the customer copies of all invoices, timesheets, or related documents that support the cost for providing/ contracting such service.

### LIABILITY OF USER

Any residential or commercial user, or industrial user who causes the discharge of prohibited waste, restricted waste, special waste, storm water, or uncontaminated water which results in the damage to the Far West Water & Sewer, Inc. collection and/or treatment facilities, interference, pass through, upset, or any other damages resulting in costs to the Far West Water & Sewer, Inc. facilities, shall be liable to Far West Water & Sewer, Inc., as appropriate, and shall indemnify and hold Far West Water & Sewer, Inc. harmless for all damages occasioned thereby.

### INSPECTION AND MONITORING

Non-residential users shall provide FWW & S, Inc. with free access in order to monitor compliance with this agreement. FWW & S, Inc. may, in furtherance of the stated purpose and policy of this agreement:

- (a) Enter the User's premises at reasonable times;
- (b) Inspect generally for compliance;
- (c) Take independent samples;
- (d) Require installation of monitoring equipment; and
- (e) Inspect and copy records.

