



SOUTH PLATTE
RENEW

OWNED BY LITTLETON/ENGLEWOOD

Industrial Pretreatment Division

Trucked and Hauled Septage Permit

2900 South Platte River Drive
Englewood, CO 80110
303-762-2600

Permit # SW **xx-25**

Trucked and Hauled Septage Permit Septic Waste Receiving Facility

Effective January 1, 2025 through December 31, 2026

Septic Hauler Name

Facility Address:

Mailing Address:

The Cities of Englewood and Littleton, herein referred to as the City or Cities, jointly own the South Platte Renew Septic Waste Receiving Facility. Per agreement between the Cities, the City of Englewood operates South Platte Renew. In compliance with the provisions of the City of Englewood, Colorado, Municipal Code of 2000 as amended; Title 12, Chapter 2, and the City of Littleton, Colorado, Municipal Code of 1983 as amended; Title 7, Chapter 5, this Trucked and Hauled Septage Permit is issued to **Hauler** (Permittee or Septic Waste Hauler) at **Address** by South Platte Renew Industrial Pretreatment Division (designee for the Cities). The City agrees to provide a Septic Waste Receiving Facility at South Platte Renew (SPR), for processing trucked and hauled septage (septic and portable toilet) wastes for the fees described and in accordance with the conditions of this Permit.

Compliance with this Permit does not relieve the Permittee of its obligation to comply with any or all applicable regulations, standards, or requirements under Local, State, and Federal laws, including any such regulations, standards, requirements, or laws that may become effective during the term of this Permit. This Permit is issued to the Permittee for a specific operation. The Permit cannot be assigned, transferred, conveyed, or sold to another party or parties, nor can the Permit be used at an address different than the one listed on the face of the Permit. Noncompliance with any term or condition of this Permit shall constitute a violation of the Permit and the City Municipal Codes and will be subject to legal action.

A complete application for issuance (Trucked and Hauled Septage Permit Application) must be submitted to SPR a minimum of thirty (30) days before the expiration date of this Permit. Incomplete applications will not be accepted and shall be returned to the Applicant.

South Platte Renew shall be the local regulatory agency.

South Platte Renew
Septage Program Administrator
2900 South Platte River Drive
Englewood, Colorado 80110
303.762.2600

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1.0 Roles and Responsibilities of the City

The activities of the Septic Waste Hauler will be directed by the South Platte Renew (SPR) Director, a duly authorized representative, or designee. The City's representative for Permit administration, renewal, and extension purposes shall be the SPR Industrial Pretreatment Division Administrator (Septic Program Administrator), a duly authorized representative, or designee. The City's representative for receiving and inspecting of wastes shall be the SPR Industrial Pretreatment Division, duly authorized representative, or designee.

General communications between the SPR Septic Program Administrator and the Permittee for Permit administration, renewal, and extension purposes shall be made primarily by electronic email. Communications involving permit compliance or violations shall be sent via United States Postal Service mail, electronic mail, and/or hand delivered.

2.0 Terms of Permit

2.1 Sampling and Reporting

SPR will establish sampling and monitoring requirements and frequency as necessary to evaluate compliance of waste discharged to the SWRF and Publicly Owned Treatment Works (POTW) with this permit. Routine monitoring samples may be collected by SPR staff. Instructions will be given to the Permittee's representative on arrival to the SWRF on a sampling day.

SPR may require the Permittee to conduct sampling at SPR's discretion. The Permittee will conduct monitoring as directed by SPR.

Required sampling parameters and frequency will be determined based on sample results or other relevant factors. If the sampling results indicate a violation of the terms and conditions of this permit, SPR will issue an enforcement response consistent with SPR's Enforcement Response Plan.

2.2 Permit Application

The Permittee is responsible for all Permit applications and renewals. To ensure continuous services, the Permittee must submit a Permit renewal application to SPR located at 2900 South Platte River Drive, Englewood, Colorado 80110, at least thirty (30) days prior to the expiration date.

2.3 Fees

All fees shall be paid in full prior to issuance of the Permit. All fees shall be paid by check made payable to "City of Englewood," and note "SWRF Fee" on the memo/for line.

- a. The Permit fee is \$100, as specified in the City of Englewood Fees and Rates Schedule.
- b. A Surety Bond shall be paid to the City to secure payment of monies owed. The required minimum Surety Bond amount for each Permit shall be at minimum equal to the average of two (2) consecutive months of invoicing within the previous Permit cycle, or for a new Permit, equal to what would be billed for the estimated volume of a month of discharges. SPR reserves the right to increase the required bond amount at any time based on Permittee compliance, payment history, and/or hauler billed volume.
- c. The initial Septic Waste Receiving Facility (SWRF) gate access card costs are included in the original permit fee. Any replacement(s) of initial SWRF gate access cards cost \$25.00 each. Each Septic Waste Hauler is required to have one SWRF gate card per vehicle. Please allow one business day for SWRF gate card replacement.

2.4 Treatment Costs

The cost for services rendered to the Septic Waste Hauler for treating septic and portable toilet wastes is specified in the City of Englewood Fees and Rates Schedule, as amended.

All billed charges will be based on the **total verifiable holding capacity** of the vehicle tank, regardless of the volume the Septic Waste Hauler discharged per visit. Every entrance scan recorded by SPR's security access system, will be used to tally treatment costs. The Permittee is responsible for immediately notifying the SPR Septage Program Administrator if any erroneous scans occur. The charges shall be based upon the number of times the Septic Waste Hauler enters the SWRF.

2.5 Payments

Invoices will be issued monthly, and will be based on the prior month's waste disposal records. Invoices shall be paid to the City within thirty (30) days from the date of issuance. If the full invoice is not paid within forty-five (45) days of the date of issuance, access to the SWRF will be suspended until payment is received and clears accounting (2-3 business days). Payment plans may be allowed if the delinquent Septic Waste Hauler submits a plan of action in writing to the SPR Septic Program Administrator within forty-five (45) days from the Invoice Date. All payment plans must be approved by the City, prior to issuance.

Failure to make prompt payment may subject the Septic Waste Hauler to suspension or revocation of Permit. Unpaid bills shall become part of the charges due and owing to the City, and chronic or prolonged non-payment will result in revocation of the Permit and referral to a collection agency.

2.6 Acceptable Wastes

The Permittee shall not introduce into the POTW any pollutant or wastewater which can cause pass-through, or interference, as defined by the Cities' Municipal Codes.

The City has the right to reject any waste which may cause or contribute to interference with any operations of the plant, treatment system, or collection system, or violate any State, Local, or Federal Regulations adopted by the City. The conditions and requirements of this Permit are for the disposal of septage from domestic sanitary septic tanks and portable toilet wastes ONLY. The discharge of waste in violation of the Cities General and Specific Wastewater Prohibitions and Limitations is prohibited. **The discharge of industrial or commercial waste (grease traps, sand /oil traps or other non-domestic sources) through the Septic Waste Receiving Facility (SWRF) is strictly prohibited.** Failure to comply will result in termination of the Permit and a possible monetary penalty.

SPR has the right to reject any waste which may be harmful to or cause obstruction of SPR's wastewater treatment system. SPR reserves the right to suspend or revoke a Permit at SPR's discretion. **SPR reserves the right to increase septic waste screening requirements** on any Permittee who causes an obstruction or damage to SPR's wastewater treatment system.

Portable toilet waste has the potential to include non-septage waste (trash), such as clothing, bottles, and cans. Best management practices (BMPs) are required for porta-potty waste to ensure only liquid waste with no trash is discharged at the SWRF. **If BMPs are ineffective, additional screening will be required.**

2.7 Records Disclosure

The Permittee shall furnish to the SPR Septic Program Administrator, duly authorized representative, or designee within thirty (30) days of request, any information which the SPR Septic Program Administrator, duly authorized representative, or designee may request, to determine whether cause exists for modifying, suspending, revoking, reissuing, terminating, or determining compliance with this Permit.

All users of the SWRF **are required to submit a legible, fully completed and certified "Septic Waste Receiving Ticket" for each load discharged** at the time of discharge, as to the type of waste discharged to SPR. Blank tickets will be provided in a weatherproof box located adjacent to the two discharge stations at the SWRF. Completed forms must be placed in the marked slot inside the locked form box. This information is collated with computer data and camera video for billing and record keeping purposes.

2.8 Change of Address or Contact Information

The Permittee shall inform the SPR Septic Program Administrator, duly authorized representative, or designee of any change in Authorized Representative, contact person, change of business or operational addresses, whether physical or mailing, and/or phone number or emergency contact number within thirty (30) days of such change. Signed notification shall be submitted by written letter received by email, mail, or hand delivered. Failure to provide notice of this change may subject the Permit holder to penalties as set forth in Section 3.0 of the permit including permit suspension or revocation.

2.9 Reports of Changed Insurance

The Permittee shall maintain the required insurance as listed in Attachment D of the Permit Application. Immediately upon change, the Permittee shall inform the SPR Septic Program Administrator, duly authorized representative, or designee of any change(s) to Comprehensive Automobile Liability Insurance, Commercial General Liability Insurance, Workers Compensation Insurance, or Surety Bond Company including provider, policy dates, coverage amounts and liability. The Permittee shall submit changed or updated policies within five (5) business days of receiving the changed policy(s). **At no time shall the Permittee access the SWRF during a period of lapsed coverage by the required policies listed above.**

2.10 Reports of Changed Vehicle Registration and Plates

The Permittee shall submit changed or updated vehicle registration within five (5) business days of receiving updated registration(s). **A discrepancy between the information provided during registration of a fleet vehicle for the receipt of an access card and the current plates on the physical truck may result in SWRF access suspension.**

3.0 Permit Modification, Suspension or Revocation

This Permit may be modified, suspended or revoked in whole or in part with cause at the discretion of the City. Causes that could lead to modifying, suspending or revoking the Permit include but are not limited to the following:

- a. Violations of any term or condition of this Permit.
- b. Obtaining a Permit by misrepresentation or failure to disclose fully all relevant facts in either the Permit or any required report.
- c. Promulgation of additional or more stringent pretreatment or effluent limitations by the City, State, or Federal agencies.
- d. Changes in the processes used by the Septic Waste Hauler or changes in the volume or character of the process discharge(s).
- e. Receipt of any waste that has excessive odors and/or color, appears not to be from domestic systems, causes equipment failure in the wastewater treatment system and/or appears to contain oil and grease or other constituents which may interfere with the treatment system.
- f. Changes in design or capacity of the SPR Treatment Facility.
- g. Refusal to allow random sampling, or failure to perform required sampling, will result in termination of the Permit.
- h. Missing, incomplete, or inaccurate manifest documentation (i.e. Septic Waste Receiving Ticket) which is submitted by the Septic Waste Hauler when discharging wastes into the Septic Waste Receiving Facility at SPR.
- i. Failure to immediately report damage caused to the SWRF or observed at the SWRF.
- j. As warranted by the City for violation(s) of Municipal Codes.
- k. For monies owed to the City.

- I. Operating in an unsafe manner.
- m. Improper use of SPR fixtures and equipment.

4.0 Non-Transferability

This Permit is issued to the named Septic Waste Hauler for a specific operation. The Permit cannot be assigned, transferred, conveyed, or sold to another party or parties, nor can the Permit be used at an address different than the one listed on the face of the Permit.

5.0 Treatment and Disposal Operations

5.1 Trucked and Hauled Septage Disposal Site

It shall be unlawful for any person to deposit or discharge, or to cause to be deposited or discharged, to any wastewater collection facilities any solid or liquid waste unless through a connection approved by the City. The disposal site authorized under this Permit is the SWRF at South Platte Renew (SPR), 2900 South Platte River Drive, Englewood, Colorado, 80110. The Permittee will be notified of any change to the disposal location.

5.2 Odor Control

The Septic Waste Hauler shall be responsible for controlling waste odors while in the vicinity of SPR.

5.3 Equipment

The SWRF is equipped with two 4-inch cast iron pipes. The pipe opening is fitted with a cam lock fitting for a 4-inch hose attachment. Connection to the pipe opening must be made using a properly sized cam lock fitting. Yard hydrants (non-potable water with standard utility hose threaded connections) are available. The Septic Waste Hauler shall be responsible for supplying the correct size and length of hose with cam lock fitting to ensure proper, spill-free discharge, cleaning and all necessary resources for the clean-up of spills. No Septic Waste Hauler equipment shall remain on the plant site.

5.4 Time of Operations

Hauled septic wastes will be received from 7:00 a.m. to 7:00 p.m., seven (7) days a week, 365 days per year. The Septic Waste Hauler shall be notified of any temporary or permanent changes to the operating hours. Off-hour service shall be defined as all other times not specified above.

5.5 Cleanup

The Septic Waste Hauler is responsible for maintaining the cleanliness of the SWRF area immediately after each use. Yard hydrants (non-potable water) and spill clean-up materials are provided for this function. Failure to clean up is a violation of this Permit and may result in monetary penalties and enforcement actions. Vehicle washing is not allowed on the premises.

5.6 Spill Management

The Septic Waste Hauler assumes complete responsibility for their employees while at SPR and the SWRF and will be solely responsible for any accidents or spillage, including vehicle oil leaks, that may occur during transporting and disposal operations at SPR. The Septic Waste Hauler understands that as a condition of the Permit the Septic Waste Hauler will clean up any spills immediately and inform the SPR Septage Program Administrator, duly authorized representative, or designee of the incident.

5.7 SWRF Gate Access Cards

Every fleet vehicle registered with SPR shall maintain a SWRF gate access card issued for a specific vehicle, operating under the vehicle registration and license plate number provided at time of gate access card issuance. Access cards must be updated if any vehicle information has changed (see Section 2.10). The gate access cards shall not be shared between fleet vehicles. The Septic Waste Hauler shall register each new fleet vehicle with the SPR Septic Program Administrator and be issued a gate access card prior to discharge at the SWRF. Drivers entering without using a gate card ('piggy-backing') are in violation of this Permit and are subject to enforcement actions up to and including immediate revocation of the Permit.

The Permittee shall notify the Septic Program Administrator immediately after becoming aware of a lost SWRF Gate Access Card. Replacement SWRF Gate Access Cards cost \$25.00 each. Please allow one business day to process replacement gate cards.

5.8 Safety Requirements

All permitted septic haulers must comply with SPR safety policies and procedures. This includes, but is not limited to, the prohibition of open flames used for defrosting frozen equipment. A Hot Work permit is required for any temporary operation involving open flames or which produces heat and/or sparks.

6.0 Enforcement

The Septic Waste Hauler shall comply with all conditions of this Permit. Any noncompliance with the Permit conditions constitutes a violation of Municipal Code. Such a violation may result in the immediate suspension and/or revocation of this Permit and the imposition of Administrative and/or Judicial enforcement remedies, or civil and/or criminal penalties as provided for in the Municipal Code.

It shall be unlawful to discharge from any premises within the Cities, or into any area under the jurisdiction of the Cities, or into a district or jurisdiction under contract with the Cities for treatment of sanitary sewage, into and upon any public highway, stream, watercourse, or public place, or into any drain, cesspool, storm or private sewer, or natural water outlet, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with provisions of this Chapter and local, State and Federal laws.

The City, after informal notice to the Permittee, may immediately and effectively halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the City, any area under jurisdiction of the City, the POTW of the City or any wastewater system tributary thereto, by any means available to them, including physical disconnection from the wastewater system, whenever it reasonably appears that such discharge presents an imminent endangerment to the health or welfare of the community

Any person who maliciously, willfully, or negligently breaks, damages, destroys, uncovers, defaces, or tampers with any structure, appurtenance or equipment which is part of the POTW shall be subject to such action and penalty as provided in Municipal Code.

Any extraordinary costs incurred by the City due to a permit violation or negligence that results in interference, damage, pass-through, or maintenance necessary in the treatment and/or collection system shall be paid by the Septic Waste Hauler (User) to the City. The direct costs of all labor, equipment and materials incurred in rectifying the interference or damage, including reasonable attorney's fees, shall be billed directly to the Septic Waste Hauler (owner or the User) by the City, and such costs shall become part of the total charges due and owing to the City, and non-payment will result in a cancellation of the Permit and referral to a collection agency.

The City may suspend or revoke a Septic Hauler's authorization to discharge hauled waste if the Hauler is found to be in violation of any provisions of the City of Englewood and City of Littleton Municipal Codes.

6.1 Damages and Penalties for Violations of Permit Conditions

Municipal Code provides that any person who violated, or continues to violate, any provision of the Wastewater Utility Ordinance, condition of the Permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the City may fine such User in an amount not to exceed five thousand dollars (\$5,000.00) per day, per violation. Such fines shall be assessed on a per violation, per day basis.

6.2 Civil and Criminal Liability

Nothing in this Permit shall be construed so as to relieve the Septic Waste Hauler from civil or criminal penalties for noncompliance.

6.3 Specific Performance

The City, the City's representatives and SPR's representatives can specifically enforce any of the provisions of this Permit.

7.0 Federal and State Laws

Nothing in this Permit shall be construed so as to preclude the institution of any legal action or relieve the Septic Waste Hauler from any responsibilities, liabilities, or penalties established pursuant to any applicable federal and/or state law or regulation.



Hauler Name

Located at

Facility Address:

Mailing Address:

Permit # SW xx-25

Permit Effective Date: January 1, 2025

Permit Expiration Date: December 31, 2026

CERTIFICATION

I affirm that I have examined and understand the information contained in this Permit. I acknowledge that it is my responsibility to read and understand any amendments that may be made to this Permit.

Name of Septic Waste Hauler Company

Address

Name of Authorized Representative

Title

Signature of Authorized Representative

Date

Issued by the City of Englewood

Blair Corning, SPR Deputy Director, Environmental Programs

Date